



Monday, October 2, 2023

5:30 PM

City Council Chamber

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

III. Approval of Minutes

Approval of Minutes of September 18, 2023 City Council Meeting

IV. Unfinished Business

V. New Business

1. Resolution Accepting Proposal of Truescreen Inc. for Background Check Services
2. Ordinance Amending City Code Chapter 50 Licenses
3. Resolution Authorizing Professional Service Agreement with OpenGov Inc. for Food and Beverage Tax Conversion to Cloud Based Services
4. Resolution Designating Honorary Street - Jefferson & Booker Joyner
5. Resolution Designating Honorary Street - Staley Square
6. Resolution Authorizing Agreement with Community Investment Corporation of Decatur for Managing the Decatur Homebuyer Ecosystem, Counseling and Education Program
7. A Ground Water Ordinance Prohibiting the Use of Groundwater as a Potable Water Supply for the Designated Area South and West of a Former Manufactured Gas Plant Located at 515 East Main Street
8. Resolution Authorizing a Highway Authority Agreement and Environmental Indemnity Agreement between the City of Decatur and Ameren Illinois for Portions of the City Right of Way on Wood Street and Industry Court

9. 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 Rescinding Resolution No. 2023-187 Authorizing Property Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2023 to October 1, 2024
 - B. Resolution Rescinding Resolution No. 2023-188 Authorizing Property and Liability Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2023 to October 1, 2024
 - C. Resolution Authorizing Liability Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2023 to October 1, 2024
 - D. Resolution Authorizing Equipment Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2023 to October 1, 2024
 - E. Resolution Authorizing Property Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2023 to October 1, 2024
 - F. Ordinance Annexing Territory 2580 South Shores Drive
 - G. Ordinance Annexing Territory 3044 Tempe Drive
 - H. Ordinance Authorizing the Installation of Stop Signs at the Intersection of North Lynette Drive at West Berry Drive and North Lynette Place Facing West Berry Drive and North Lynette Place
 - I. Resolution Authorizing City Manager to Amend the Terms of Agreement for the American Rescue Plan Funds to Land of Lincoln Credit Union

VI. Other Business

VII. Adjournment

SUBJECT: Approval of Minutes of September 18, 2023 City Council Meeting

ATTACHMENTS:

Description

Type

Minutes of September 18, 2023 City
Council Meeting

Backup Material

CITY COUNCIL MINUTES
Monday, September 18, 2023

On Monday, September 18, 2023, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

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

City Manager Scot Wrighton attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for Appearance of Citizens and the following citizens provided comments to the Council: Marguerite Walker, George Burns and Abeer Motan.

City Manager Wrighton responded to citizens' comments concerning neighborhood issues.

Mayor Moore Wolfe called for Approval of the Minutes.

The minutes of the September 5, 2023, City Council meeting were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Horn and on call of the roll, Council members Lisa Gregory, David Horn, Ed Culp and Mayor Moore Wolfe voted aye. Councilman Kuhle abstained from the vote. Mayor Moore Wolfe declared the motion carried.

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

City Manager Wrighton presented the Treasurer's Financial Report.

Mr. Anthony Cooling, Budget and Revenue Officer, answered questions from Council members regarding the Treasurer's Financial Report.

R2023-186 Resolution Approving the Jasper Street Great Streets Great Neighborhoods Corridor Plan. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

Mr. Scott Goldstein with Teska Associates gave a short presentation outlining the project's process, vision and goals.

Dr. Dana Ray, Ms. Kathy Williams, Mr. Kent West, Ms. Darsonya Switzer and Dr. Jeremy Morris spoke in support of the plan.

City Manager Wrighton answered questions from Council members regarding funding sources and project timeline.

Mr. Cordaryl Patrick, Economic and Community Development Director, provided input on the project.

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

R2023-187 Resolution Authorizing Property Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2023 to October 1, 2024. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of Council Items #3 through #10 that related to insurance coverage for property and casualty, liability and workers compensation and responded to questions from Council members.

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

R2023-188 Resolution Authorizing Property and Liability Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2023 to October 1, 2024. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2023-189 Resolution Authorizing Excess Liability Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2023 to October 1, 2024. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2023-190 Resolution Authorizing Cyber Liability Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2023 to October 1, 2024. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2023-191 Resolution Authorizing Excess Liability Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2023 to October 1 2024. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2023-192 Resolution Authorizing Crisis Protection Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2023 to October 1, 2024. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2023-193 Resolution Authorizing Auto Physical Damage Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2023 to October 1, 2024. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2023-194 Resolution Authorizing Excess Workers Compensation Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2023 to October 1, 2024. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

2023-62 An Ordinance Amending the 2022 Budget Reconciliation Ordinance of the City of Decatur, Illinois. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Ordinance.

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

R2023-195 Resolution Authorizing the Execution of an Agreement with S. Shafer Excavating for the Demolition of 1540 N. Main. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2023-196 Resolution Authorizing Funding Assistance to Child 1st Center/Macon County Heals for Crisis Response Program with the Decatur Police Department. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Mr. Shane Brandel, Chief of Police, gave an overview of the Resolution.

Ms. Jean Moore with the Macon County Heals program answered questions from Council members regarding the crisis response program.

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

R2023-197 Resolution Authorizing the Proposal from E.L. Pruitt Co. for Replacement of Galvanized Piping at the Decatur Public Library. 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 about other improvements at the library.

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

R2023-198 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Burdick Plumbing & Heating Co., Inc. for 2023 Annual Water Main Replacement Project City Project 2023-10. 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 Lisa Gregory, David Horn, Chuck Kuhle, Ed Culp and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2023-199 Resolution Authorizing the Execution of an Agreement with the Norfolk Southern Railway Company for a Water Main Crossing City Project 2023-10. 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 regarding the agreement.

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

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

Item A. 2023-63 Ordinance Annexing Territory 2226 Lilac Drive
Item. B. 2023-64 Ordinance Annexing Territory 2590 South Shores Drive
Item C. R2023-200 Resolution Authorizing Supplement #1 to the Local Public Agency
Engineering Services Agreement with AECOM Technical Services, Inc. Section 09-
00933-01-BR

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

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

Council members extended their thoughts and prayers to those injured in the recent ADM incidents and spoke about business licensing.

There being no further business, Mayor Moore Wolfe called for adjournment. Councilwoman Gregory moved the City Council meeting be adjourned, seconded by Councilman Kuhle and upon call of the roll, Council members Lisa Gregory, David Horn, Ed Culp, Lisa Gregory and Mayor Moore Wolfe. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe declared the regular Council meeting adjourned at 6:51 p.m.

Approved _____
Kim Althoff
City Clerk

Financial Management

DATE: 10/2/2023

MEMO:

TO: Honorable Mayor Moore Wolfe and
Decatur City Council Members

FROM: Scot Wrighton, City Manager
Ruby F. James, City Treasurer & Director of Finance

SUBJECT: Resolution Accepting Proposal of Truescreen Inc. for Background Check Services and Ordinance Authorizing Fees Associated with Background Check Services Be Charged with Licensing Applications

SUMMARY RECOMMENDATION:

City Administration recommends the Council approval the attached Resolution authorizing the City Manager and Chief Financial Officer to accept the proposal of Truescreen, Inc. for background check services whereby the City utilizes the background check provider for prescreening of employee hires, and to meet compliance requirements connected with licensing applications required by city ordinances. Any background check fees associated with licensing applications will be paid by the individual applying for the license.

BACKGROUND:

Currently, Human Resources utilizes NEOGOV as a background check provider. The current provider takes up to two weeks to return background check information on incoming employee hires, which is significantly behind other background check provider return times. NEOGOV is outdated with their online capabilities and Human Resources staff is often required to follow up on information provided by employee candidates. Pricing for NEOGOV is typically \$100 per background check.

Representative users from finance, human resources and legal reviewed two potential systems for background checks: Truescreen, Inc. and Checkr. Truescreen's system was found to provide more functionality, provide quicker turnaround times of typically two days and was lower in cost overall. Their system met the overall needs of Human Resources and licensing. Additionally, the Chief Financial Officer has previous experience with Truescreen Inc. and found them to be very customer service oriented and prompt in their response times.

In general, Human Resources uses background checks to verify education, work history, any criminal offences, and sexual offender history. Licensing uses background checks to comply with city code to check for various licensing requirements, which typically include having no felony

charges, no sexual offender charges and no significant driving offenses for taxi cab licenses.

Any fees associated with background checks for licensing applications would be charged to the individual(s) applying for the license application through an amendment to the Chapter 50 City Code.

PRIOR COUNCIL ACTION:

POTENTIAL OBJECTIONS: None anticipated.

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Ruby F. James, City Treasurer & Director of Finance Penny Rogers, Human Resources Manager Matthew Sebek, Assistant Corporation Counsel Sarah Walker, Comptroller Amber Bennett, Accounting Assistant

BUDGET/TIME IMPLICATIONS:

Lower cost of individual background checks of \$60 per background check, depending on what is needed by job type for employee pre-employment background checks, will save the City approximately \$4,000 per year for Human Resources. The cost of the background checks for licensing will be paid by the individual seeking licensing through City Code 50 by seeking an ordinance amendment. It will save licensees as well through lower pass-through costs.

ATTACHMENTS:

Description	Type
Resolution Accepting Proposal of TrueScreen Inc. for Background Check Services	Resolution Letter
TrueScreen Proposal	Backup Material

RESOLUTION NO. R_____

**RESOLUTION ACCEPTING PROPOSAL OF TRUE SCREEN INC.
BACKGROUND CHECK SERVICES**

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

Section 1. That the Proposal presented herewith to the City Council between the City of Decatur, Illinois and Truescreen Inc. be, and the same is hereby, received, placed on file and approved.

Section 2. That the City Manager and Chief Financial Officer be, and they are hereby, authorized and directed to accept said proposal, on behalf of the City of Decatur, Illinois.

PRESENTED AND ADOPTED this 2nd day of October, 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kimberly Althoff, City Clerk



APPLICANT SCREENING SERVICES PROPOSAL

PREPARED FOR:



PREPARED BY:

Suzi Arant

National Sales Executive

888.276.8518, ext. 2012

sarant@truescreen.com

07.06.2023

TRUESCREEN, INC.

251 Veterans Way Warminster, PA 18974
10pm Sun – 10pm Fri, ET | 888.276.8518
Truescreen.com

The contents of this proposal are confidential and proprietary, being provided strictly for evaluation of our services and are not to be shared, reproduced or otherwise disseminated to any third party without the express written consent of Truescreen, Inc.

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EXECUTIVE SUMMARY

Truescreen utilizes technologically advanced resources – coupled with expert service and support – to provide **background screening, drug testing and occupational health screening, fingerprinting, DOT compliance services, on-boarding services, international screening, and vendor/contingent party screening services** to leading organizations worldwide. Truescreen specializes in serving the general business sector and as such our clients operate in all varieties of industries, including:



- Service/Hospitality
- Staffing Firms
- Manufacturing
- Retail
- Distribution
- Construction and Engineering
- Technology and Media
- Energy

Truescreen is a member of the Vertical Screen family of applicant screening companies, founded in 1989, which also includes Business Information Group (BIG), which serves the financial services industry, and Certiphi Screening, which serves the healthcare industry. Truescreen's sister company Fieldprint provides nationwide electronic fingerprinting collection and submission services.

The expert insight that we bring to our clients ensures that their screening programs are among the most protective, progressive and efficient in the industry. That is just one of the reasons we maintain a better-than 99 percent client retention rate.

Our proactive monitoring of emerging issues allows us to continually develop specialized screening solutions for our clients. Our in-house legal and compliance team tracks federal- and state-level screening requirements to assist our clients with compliance.

Truescreen's commitment to quality is demonstrated by the fact that we were one of the first and remain one of the few applicant screening firms to receive ISO 9001:2015 Quality Management System certification. This certification means our processes contain systematic quality controls to ensure applicant screening quality requirements, such as turnaround time, accuracy and completeness, are met in every service we provide.

We focus on making our services simple, flexible and easy to use, and on research and development to continually offer more proprietary technologies and tools to clients to enhance and streamline applicant screening programs. Our implementation process encompasses a thorough evaluation of client needs, program design that includes seamless technological integrations and customized client training to ensure users derive the maximum benefit from our services, leading to flawless execution of our services.

ABOUT TRUESCREEN

Truescreen is headquartered in the Philadelphia area, with multiple operating locations. We employ a diverse group of more than 800 individuals, including our own in-house general counsel/employment law expert, our own medical review officer (MRO) and a 70-member IT department that provides both application development services and systems support. All of our researchers are employees based in our offices; we do not outsource or use home-based researchers.

We are a financially strong, privately held organization led by CEO Tony D’Orazio, who founded the company in 1989. We are active members of a variety of industry organizations, including the Professional Background Screening Association. We are also licensed as private investigators where required.

The Truescreen Advantage

Truescreen sets itself apart from its competitors by offering continual product innovation to help clients achieve more accurate, efficient applicant screening programs. We work in an open-architecture, advanced technology environment that enables our systems to seamlessly mesh with and add value to clients’ existing systems and processes.

We also offer clients a size advantage: We are large enough to handle major accounts, but we provide the customized screening solutions and personal, responsive customer service you would expect from a smaller company. Due to the competitive nature of our industry, we are intensely driven by continual improvement in customer service and satisfaction.

Truescreen is also a leader in **student screening**, having developed screening programs for individual colleges and universities, as well as entire fields of study. We also provide student screening services directly to many colleges and universities.

We are active participants in shaping the standards of the screening industry, including speaking, publishing and exhibiting at numerous industry venues such as the Society for Human Resource Management (SHRM) and ASIS International.



REPRESENTATIVE CLIENTS

Action Logistics
Amazon
AmeriCorps
Battelle Memorial Institute
Bill & Melinda Gates Foundation
Brigham Young University
Crown Cork & Seal USA
Cumberland Farms, Inc.
DialAmerica Marketing, Inc.
Gulf Oil
IKEA
LG Electronics
Netflix, Inc.
Otis Spunkmeyer/ARYZTA
PJM Interconnection
Qualcomm
Reckitt Benckiser
Salesforce
SKF USA Inc.
Southern Company
State of Delaware
Tasty Baking Company
TECO Energy
University of Tennessee
Wegmans
Xerox

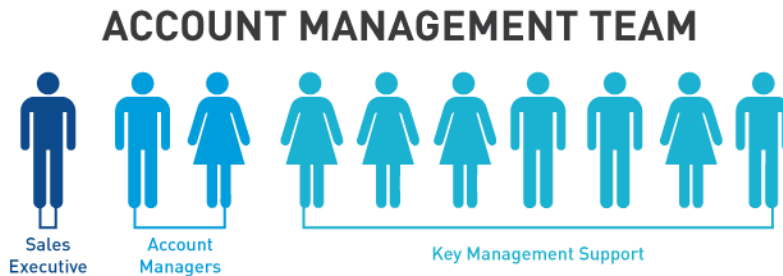
THE TRUESCREEN DIFFERENCE

Truescreen distinguishes itself from the competition in numerous ways. We offer the highest levels of quality, service, and technical sophistication that our clients need to make safer, smarter hiring decisions, while increasing the applicant's overall experience.

OUR DIFFERENTIATORS	
	INDUSTRY FOCUSED Over 34 years of experience in the screening industry gives us extensive knowledge of the hiring objectives, challenges and compliance requirements unique to a multitude of industries. This allows us to offer expert insight on designing customized applicant screening programs to meet your specific needs.
	COMMITMENT TO QUALITY Our commitment to quality is illustrated through our ISO 9001:2015 Quality Management System-certified processes. To ensure reports that are complete and accurate, Truescreen boasts a 1-3 business day average turnaround time, a 99.99% accuracy rate and a 99.95% system uptime, among other metrics.
	COMPLIANCE RESOURCES AND EDUCATION Truescreen provides extensive resources and educational programs to help our clients ensure compliance with myriad laws and regulations regarding the applicant screening industry.
	CUSTOMER SERVICE Contrary to many companies, the customer service function within our company is not an entry-level position. All of our customer service associates are trained in all areas of our operations, learning the ins and outs of completing every aspect of applicant screening reports. Offering phone support from 10pm ET Sunday to 10pm ET Friday, our team responds in an average of 15 seconds to your calls, helping us maintain a 99% client retention rate.
	CUSTOMIZED SOLUTIONS/TECHNOLOGY Truescreen sets itself apart from its competitors by offering continual technology innovation that is expressly geared toward helping clients achieve more accurate, efficient applicant screening programs. Our in-house staff of qualified and experienced IT professionals is responsible for designing, building and maintaining all of Truescreen's systems and services.
	PRODUCT INNOVATION Truescreen further sets itself apart from its competitors by offering continual product innovation that is expressly geared toward supporting clients in achieving a more accurate, efficient applicant screening program. One example is our unparalleled national Livescan fingerprinting network of over 1,900 remote sites.

CUSTOMER SERVICE & ACCOUNT MANAGEMENT

At Truescreen, we understand the importance of providing outstanding customer service. Organizations are often promised high levels of responsiveness by screening vendors, only to find that the vendor can't deliver.



Truescreen stands apart from the competition because our entire organization is built around two critical concepts: consistently exceed customer expectations and strive for continual improvement. Our account management structure is designed to provide the level of support our clients expect at every

point in our relationship, from account set-up to program implementation to day-to-day account management.

We achieve this through an extensive cross-training effort and ongoing monitoring and measuring. Every Truescreen team member that touches your account is well-versed in your needs and requirements. Our team-based approach means that someone who thoroughly understands all aspects of your account is always available to assist you.

The sales executive who initiates your relationship with Truescreen serves as the leader of your account team, ensuring that all aspects of our service are functioning smoothly and to your satisfaction. Your day-to-day needs are handled by Truescreen account managers, who works with our implementation team to ensure your account is set up properly; conducts client training; answers user questions; and troubleshoots any issues. The account managers are supported by our entire customer service team, which is empowered to gather the resources needed to answer questions or provide any type of assistance needed.

Our customer service team is staffed exclusively by employees who are highly committed to providing excellent customer service. All customer service representatives are trained in Truescreen's ISO-driven processes and procedures, as well as in the details of each client's program. We hold our customer service team to a strict set of standards, and continually monitor our performance against those standards to ensure that we are providing only the highest level of service.

Because the background screening industry is a highly regulated field, our account management approach for our clients includes providing ongoing compliance support. Truescreen proactively monitors emerging changes to federal and state laws that impact the screening industry, such as the Fair Credit Reporting Act (FCRA). Our legal and compliance teams provide immediate notification of these changes via email, our website or individual contact with affected clients.

Corporate Philosophy

Truescreen's corporate philosophy is defined in our mission statement, "Our QUEST is to Exceed Client Expectations," where QUEST stands for our core objectives:



QUALITY: To provide the highest-quality information and adhere to all compliance requirements without compromise.

USABILITY: To create, develop, and continually enhance our products and services so they are uncomplicated, adaptable, and easy to use.

EFFICIENCY: To fully leverage the most innovative advances in technology to consistently improve our productivity and resourcefulness.

SERVICE-ORIENTED: To achieve the highest level of client satisfaction possible through superior service, training, and education.

TIMELINESS: To deliver accurate, complete reports in the shortest timeframe possible.

To achieve our core objectives, Truescreen was one of the first companies in our industry to receive ISO 9001:2015 Quality Management System certification. ISO certification indicates that our processes contain systematic controls to ensure that quality standards including turnaround time, accuracy and completeness are met in every service we provide. We have maintained our ISO certification since 2001.

As part of our proactive, continual quality improvement program, we conduct random and regular audits of our departments and our processes. Truescreen employs dedicated, full-time American Society for Quality and ISO-certified Quality Assurance Specialists, as well as staff members specially trained to serve as internal auditors for other departments. Audit data, along with input collected from client surveys, customer service inquiries and other client interactions, feeds our effort to continually exceed our quality goals.



SELECTED SCREENING SERVICES

We offer a full range of screening services designed to give clients the essential background data they need to make safe, compliant hiring decisions. Below are some of the more common searches that Truescreen provides to clients.

Social Security Number Validation/Verification



Our Social Security Number (SSN) Validation and Verification services help to confirm your applicant's identity while uncovering past addresses, revealing alias names and even helping to spot identity theft. Our user-friendly reporting clearly identifies any red flags or discrepancies.

Criminal Record Searches

Truescreen performs fast, accurate criminal record searches at the county, state and federal levels, as well as a private, multi-state national criminal database search. All court searches are conducted directly with courthouse records – we don't use inaccurate or outdated third-party databases. Our criminal reporting is clear and concise, displaying the relevant details of each case in an easy-to-read format.

County Criminal Records Searches



Truescreen performs county criminal record searches in more than 2,500 jurisdictions using a direct electronic connection to the court's internal records databases. We access these court databases using our proprietary FastPath technology, which allows for accurate, real-time results when a search is clear. We currently maintain direct electronic connections with 100 percent of U.S. federal courts and more than 90 percent of our county and state court searches are automated.

In other jurisdictions, our nationwide network of court reporting agents retrieves the necessary county court records. We communicate with our court agents using our secure, proprietary RecordSquad website, which notifies agents within minutes when a search is requested.

Statewide Criminal Records Search



Truescreen performs statewide criminal searches using only official statewide record repositories, including state police records and centralized state court record systems. We do not use private third-party databases for state searches.

BACKGROUND SCREENING SERVICES

Criminal Record Searches (County, Statewide, Federal, National Criminal Database)

Civil Records Searches (County and Federal)

Sex Offender Registry Searches

Social Security Number Validation and Verification (SSN Trace)

Credit Reports

Sanctions/Exclusions Search through SanctionsScreen+®

Motor Vehicle Record (MVR) Search

MVR Continuous Monitoring

CDLIS Commercial Driver's License Search

Employment Verification and Reference Interviews

Education Verification (includes proprietary DegreeScan® diploma mill search)

Professional License and Designation Verification

Social Media Screening

International Screening Services

DRUG TESTING & OCCUPATIONAL HEALTH SERVICES (OHS)

Urine, Hair, Saliva and Breath Testing

Physicals

Vaccinations and Immunizations

DOT COMPLIANCE SERVICES

Random Drug/Alcohol Testing Programs

Driver Qualification Files

DOT Clearinghouse

I-9 & E-VERIFY

Electronic, Historical, and Remote I-9's

FIELDPRINT SERVICES

Livescan fingerprint collection, tracking, and transmission to the FBI and other channeling agencies

Badge Photography

Federal Criminal Records Search



Truescreen performs searches for federal-level crimes directly at the federal U.S. District Courts across the country. These searches can be vitally important in many regulated industries because they are the only way to find criminal records where federal law was violated, such as federal income tax evasion, Medicare/Medicaid fraud, securities fraud, drug trafficking and other interstate crimes.

Since federal district court indexes generally do not contain identifiers (such as date of birth or Social Security number), all matches are researched to positively confirm the subject's identity before we report results. Unlike other vendors that require clients to order additional services to verify possible records, we generally do not report "name-match only" hits. In addition, our proprietary FastPath network covers 100% of federal courts in the United States.

National Criminal Database Search



Truescreen offers a multi-state National Criminal Database search consisting of more than three billion records collected from around the country. Government sources include court systems, corrections departments, law enforcement, sex offender registries and state, county and municipal agencies. To ensure FCRA compliance, all record "hits" found through the national database are verified directly through the source of information.



SanctionsScreen+® is a proprietary Truescreen database that helps employers uncover hidden regulatory problems; license suspensions and surrenders; and other administrative and disciplinary penalties against potential employees.

It includes data from hundreds of sources, including state boards, the OIG, SAM, OFAC, the FBI, INTERPOL and more. Disciplinary actions against both individuals and business organizations are searchable by name and/or address in the SanctionsScreen+®. For each record located, a description of the violation and the details of enforcement action are included.

The database is updated daily to ensure accuracy. Disciplinary actions against both individuals and business organizations are searchable by name and/or address in SanctionsScreen+®. For each record located, a description of the violation and the details of enforcement action are included.

In accordance with the Fair Credit Reporting Act (FCRA), the federal body of law governing background reports, we provide criminal searches that go back a minimum of seven years. Under FCRA, there are no restrictions on the timeframe for reporting records of convictions of crimes. If we find a conviction older than seven years, and have the necessary identifiers, we report it where permitted by state law. This is optional at the client's discretion.

Employment & Education Verification



Unlike many of our competitors, Truescreen conducts all employment and education verifications using only primary sources, which are contacted by our in-house Research Department staff. We do not outsource or subcontract any of our

verifications, as we believe that arrangement does not provide an adequate level of quality control. Clients can choose from a variety of research options, including customized employment verification questions, our proprietary DegreeScan® search for diploma mills and the ability to verify the accreditation of post-secondary schools.

Professional Licenses & Certifications



To verify professional licenses and certifications, Truescreen researchers only use primary source verification to confirm the validity of professional credentials or licenses, obtain current status and report any disciplinary or administrative actions taken against the applicant. All license verifications are conducted by our in-house research department staff. We do not outsource or subcontract any of our verifications. Our systems also allow us to track clients' licensed workforce and automatically re-verify licenses prior to expiration for credentialing compliance.

Turnaround Time

Turnaround time is one of the key performance indicators we use to evaluate our services, so Truescreen created a sophisticated suite of processes and tools to ensure that we provide reports quickly and accurately. All of the investigative reports that we produce are managed through The Producer, a proprietary, paperless workflow system that operates according to our ISO-certified quality management system protocols.

The average turnaround times for a few of our commonly ordered searches are as follows:

Background Screening Service	Average Turnaround Time (days)
SSN Verification/Validation	Near real-time
Credit Report Search	Near real-time
Federal Criminal Record Search	Near real-time
Sex Offender Registry Search	Near real-time
SanctionsScreen+® Search	0.40
National Criminal Database Search	0.65
Professional License Verification	0.72
County Criminal Record Search	1.60
Statewide Criminal Record Search	1.67
Employment Verification	2.26
Education Verification	2.40

From the minute we receive a report request, The Producer breaks it into individual components so research can begin immediately.

The system stores the client's service parameters to ensure their consistent application; it is also coded to ensure compliance with all applicable laws. While research is underway, the system keeps track of each call, fax or letter and indicates when the next action is required. The final report is generated and delivered to the client when the last piece of research is complete.

FCRA and State Compliance Support



Truescreen offers clients a number of tools to assist with FCRA and state law compliance. Under the FCRA, employers are required to notify the applicant of their decision to deny employment through pre-adverse action and final adverse action notification letters. A copy of the report and a summary of the applicant's rights under FCRA must also be provided to the applicant. Truescreen can furnish the applicant with pre-adverse or adverse action notification, and/or a copy of the report and a summary of the applicant's rights, in accordance with the FCRA and as dictated by your hiring process. Clients can request and track adverse action letters through our web-based reporting system, myTruescreen.com.

i9Success

I-9 Management System: We offer a centralized, web-based Form I-9 management system that allows for complete replacement of the traditional paper Form I-9 and allows for tracking and management of each stage throughout the completion process. Our secure, electronic I-9 system uses guided, rule-based validation steps to allow employers and employees to confidently enter information and electronically sign the document.

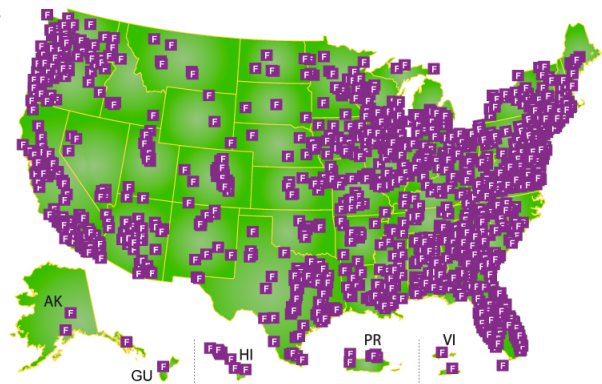
Our online storage solution uses real-time dashboards to simplify I-9 record management. The system is accompanied by alert and notification options that can be uniquely configured by each client. Furthermore, there is no limit to the number of users who can be permitted access to the platform. Beyond the initial two sections of the I-9, this solution also applies to the Section 3 reverification process.

To educate and assist our clients in using the system, we provide on-demand training and electronic Help Center tools along with access to our support team of I-9 product specialists. Additionally, we have designed this solution to offer detailed data tracking in order to proactively support the potential auditing needs of our clients.

This system is capable of integrating E-Verify records automatically, ultimately affording clients a comprehensive employee work authorization program.

Remote I-9: Truescreen has developed a one-of-kind, remote I-9 solution, achieved through an unmatched network of more than 1,900 active service sites. This network encompasses all 50 states, D.C., Guam, Puerto Rico and the U.S. Virgin Islands.

To initiate the remote I-9 process, the new hire securely completes Section 1 online. Guided by rule-based filters, our system validates data entry based on specific requirements in each data field. Once completed, the new hire is prompted to schedule an appointment online at a conveniently located Fieldprint station. At the appointment, the new hire presents the required documents to a site employee who completes Section 2 by selecting the options from pre-populated drop-down menus.



The site employee enters any required information, scans the applicable documents and affixes an electronic signature to the I-9, attesting to having personally viewed the documents. Built-in compliance tools help ensure that every Form I-9 is fully completed and in compliance with USCIS guidelines.

Truescreen maintains a detailed training program for all site operators and their staff to ensure our client's employees are afforded an efficient and professional experience. Before adding a site to our network, we conduct an extensive credentialing assessment to confirm the location meets our standards. Likewise, we monitor performance at all of our locations on a continual basis to ensure accuracy and consistency.

Once the I-9 process is complete for a new hire, the file can be shared with our I-9 Management System for storage and tracking, or an API can be used for transmission. From this point, our clients are able to access and manage the form and associated documentation electronically.

Truescreen also offers clients the option to utilize the remote network for Section 3 Reverification services. When reverification is required, our system allows the client to access the form I-9 to perform all tasks associated with reverification or updates as indicated by Section 3. All actions are electronically logged and tracked, and new expiration dates are automatically registered for future notifications, if applicable.

Find-a-Friend: Most commonly used as a supplementary add-on to the Remote I-9 completion network, Truescreen's Find-a-Friend service allows an employee to choose their Section 2 completer. While not recommended for sole use of overall I-9 program management due to compliance concerns, this service allows an additional Section 2 completion option for employees that are in extremely remote locations, or are unwilling/unable to leave their home. In this workflow, Section 1 is completed securely online and the employee is prompted to provide the name and email address of someone nearby (neighbor, family member, etc). An email is shared with the selected individual where they are guided through the document verification steps. In the interest of data protection, the Section 2 completer is given a one-time use link and is not given the ability to view PII within the tool.

This method automatically submits real-time tracking updates and a completed I-9 Form to our I-9 Management System.

Historical I-9 Retrieval and Remediation: Through our Historical I-9 Retrieval service, Truescreen is able to support clients who are seeking to transfer the maintenance and management of existing I-9s. For instances in which the documents are housed in electronic form, we support a secure transmission workflow by which clients can send Form I-9s. Typically, we devise a secure file transfer protocol (sFTP) for clients to transmit files. This service is accompanied by a feature that transcribes certain identifiers (i.e. name, SSN and work authorization). Once transmitted, transcribed and stored, these documents automatically become part of the I-9 Management System. This affords clients unlimited access for Form I-9 management, monitoring and reporting.

In the event a client is seeking a solution for Form I-9s that are only available in hard copy, Truescreen has devised a process for this scenario as well. As opposed to facilitating a secure file transfer of electronic documentation, Truescreen offers clients a workflow by which we securely ascertain a client's paper files, scan all documentation and subsequently upload all forms to the I-9 Management System. Once the documents reside within the system, clients are able to manage files electronically via myTruescreen.com.

Beyond scanning and importing, there is an option to allow Truescreen to carefully review imported archival I-9 records using our team of I-9 product specialists to locate and remediate potential issues. This comprehensive error checking process produces a report with complete audit result findings. Result findings can include gaps in information, document transcription errors, document reconciliation and paperwork copy deficiencies.

This method automatically submits real-time tracking updates and a completed I-9 Form to our I-9 Management System.

E-Verify: Truescreen serves as an E-Verify Employer Agent, which allows us to conduct E-Verify checks on behalf of our clients. E-Verify compares the information submitted by a new hire on the I-9 form to Department of Homeland Security and Social Security Administration databases in order to confirm employment eligibility.



This agent status affords Truescreen the ability to immediately transfer applicable I-9 information with a single click. As such, a subject's E-Verify case report is electronically ordered and automatically delivered to our I-9 Management System. Furthermore, our E-Verify solution integrates seamlessly with our electronic I-9 tool. If a client participates in E-Verify and wishes to integrate the I-9, then once the I-9 is completed and submitted, that information is used to automatically initiate the E-Verify process.

For clients seeking a more comprehensive solution, we offer our Enhanced E-Verify Processing service. By engaging this service, clients will be afforded the convenience of automatically triggering the E-Verify process based on a recorded new hire start date. As applicable and warranted, Truescreen can also provide photo matching and candidate contact services which can be of particular value to clients in certain situations, such as tentative non-confirmations. Only clients that utilize our I-9 Management system can participate in the Enhanced E-Verify program.

Furthermore, for a fully "hands off" client experience, we offer an option for Truescreen to handle employee communications in the scenario of an E-Verify result of Tentative Non-Confirmation (TNC). Our team of product specialists will work with your employee to assist them through the data correction process with DHS or SSA until a final result is received.

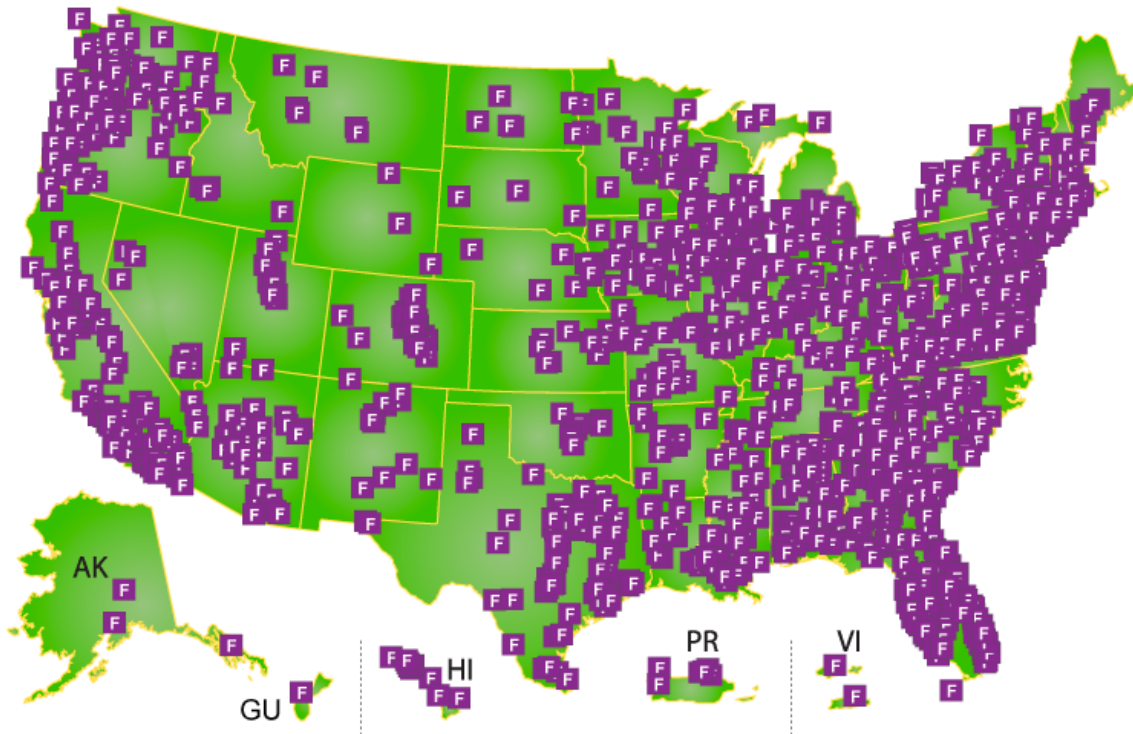
Fingerprinting



Fieldprint, provided exclusively by Truescreen, provides one-stop electronic outsourcing of the fingerprinting process from collection through transmission. We have developed the largest nationwide network of fingerprint collection sites, ensuring that there is always a location close to your applicant. Clients have the ability to track the status of fingerprints through the myTruescreen.com client site.

The Fieldprint Collection Site Network makes us the most comprehensive and convenient provider on the market today. Our network is comprised of three major components:

Livescan Network: Fieldprint has placed over 1,900 state-of-the-art Livescan electronic fingerprinting stations in retail business services locations nationwide, and has built strategic and technical partnerships with numerous additional Livescan collection facilities. Livescan devices are operated by trained and experienced personnel. Our software automatically rates print quality to eliminate poor samples.



Non-Livescan Network: When necessary, we can tap into our database of more than 8,100 locations to find the closest print-card collection facility. These sites take “wet” fingerprints from your applicant and send the cards to Fieldprint. We scan and quality control the prints, create digital images and submit them electronically to various channeling agencies for submission to the FBI.

Mobile Livescan Network: We offer a mobile Livescan fingerprinting option when you have a large number of applicants at a single location. A trained fingerprint technician equipped with a portable Livescan system is dispatched to a location of your choice.

DRUG TESTING & OCCUPATIONAL HEALTH SCREENING SERVICES

As a full-service third-party administrator (TPA) of occupational health screening services, Truescreen offers truly integrated, single-source drug testing programs. All drug screening support services, from printing chain of custody (COC) forms to conducting medical reviews to delivering results, are performed by Truescreen personnel – no outsourcing, no partnerships. Our nationwide collection site network is comprised of more than 15,000 HHS/SAMHSA-certified sites, providing comprehensive coverage across the United States.

Our drug screening and background investigation reports can be managed from the same myTruescreen.com client portal, providing convenient coordination of both programs. myTruescreen.com is uniquely user-friendly and easily customized to support multiple methods of results delivery for both drug testing and background checks, and can be adapted to best fit your workflow needs. We also provide a single, consolidated invoice for both drug testing and background checks, allowing for program administration efficiencies.

Our drug testing services include:

- Urine-based drug testing (5-, 7- (DOT), 9- and 10-panel)
- Hair-based drug testing
- Saliva-based drug testing
- Blood-based drug testing
- Breath alcohol testing
- Rapid urine and saliva screening kits
- Electronic COC form supply management
- Emergency hotline for after-hours testing

Truescreen provides drug screening for the following purposes:

- Pre-employment
- Ongoing Screening
- Random Program
- Reasonable Suspicion
- Post-Accident Testing
- Return to Duty
- Drug Loss
- DOT Compliance



Truescreen's drug testing services encompass data management/administration/reporting, specimen collection and laboratory services. We provide the client with a list of collection sites, along with a supply of custody and control forms, for program managers to utilize when conducting screening. We can also assist program managers with helping applicants locate collection sites and setting up appointments with collection sites, if needed.

Truescreen also provides occupational health screening services, including physicals, pre-employment physical capabilities testing (lifting assessment, vision test, grip strength, etc.), vaccinations, hearing testing (audiograms) and independent medical evaluations.

All Truescreen MROs are certified by the Medical Review Officer Certification Council (MROCC) and/or the American Association of Medical Review Officers (AAMRO), which are nationally recognized boards with reputations for setting the standard for training of MRO professionals. Our MROs not only have specialized industry knowledge and skills proficiency, but also are well versed in industry issues such as compliance and emerging testing techniques. Additionally, our parent company and members of our Occupational Health Screening staff are members of the Drug and Alcohol Testing Industry Association (DATIA) and have attended numerous DATIA trainings and workshops to stay abreast of industry trends.

DEPARTMENT OF TRANSPORTATION SERVICES

Truescreen currently provides a full suite of Department of Transportation compliance services, including:

DOT COMPLIANCE SERVICES	
	BREATH ALCOHOL TESTING All breath alcohol tests conducted must follow DOT test procedures, including evidential breath testing (EBT) device methodology, test preparation, procedures for conducting an initial screening test, procedures for conducting a confirmation test and record keeping.
	DOT AUDITS We make all stored data available to any client program manager who is notified of an announced DOT audit, and assist in the preparation of all data needed for such audits.
	DOT EMPLOYMENT/DRUG AND ALCOHOL HISTORY VERIFICATION Our standard DOT employment history verification process is to contact the driver's former employers over the previous three-year period directly to ask a set of DOT-required questions. We ask each of the driver's employers a set of DOT-required questions regarding the driver's drug and alcohol testing history.
	DOT PHYSICALS We ensure the completion of all required exam elements to certify drivers' suitability to work, and can maintain all paperwork on our clients' behalf.
	DQFs We handle the total management of each Driver Qualification File, secure yearly motor vehicle record checks and assist with notification, scheduling and medical review of the biannual physicals.
	MOTOR VEHICLE RECORDS In accordance with DOT and FMCSA requirements, we can automatically perform a motor vehicle record check on each driver every 12 months and provide it to the appropriate supervisor for review.
	RANDOM PROGRAM MANAGEMENT Our Random Program Management (RPM) services provide automated, full-service management of random drug screening programs.
	RETURN TO DUTY TESTING Follow-up and return-to-duty testing for employees that have previously tested positive for drug or alcohol use requires an observed collection before the employee can return to duty.

KEY TOOLS & TECHNOLOGY

Truescreen has developed numerous proprietary technological solutions that automate and streamline the background check process for clients, integrate seamlessly with client systems and are, above all, easy to use. Our highly client-focused research and development process is twofold: we create technological solutions to fulfill existing client needs, and we look ahead to build products that respond to future demand or improve existing processes. Below are a few of the technology innovations that help Truescreen clients streamline their applicant screening programs.

myTruescreen.com

Our primary client-facing technology innovation is the myTruescreen.com client portal. myTruescreen.com is an easy-to-use, secure interface that gives clients anywhere, anytime access to reports and account information. It offers a full array of tools to ensure corporate oversight and enterprise-wide adherence to program standards.

One of the things that makes myTruescreen.com unique is the fact that it is customizable on a per-client, per-location and per-user basis. myTruescreen.com offers users a number of helpful tools, including a report ordering wizard to guide them through the ordering process; email notification of completed reports with a direct link to the report; detailed report status tracking; on-demand management reporting capabilities; compliance materials; news updates; a glossary of screening terms; and much more.

myTruescreen.com's key features include:

- **Learning Center** – A customizable online learning center including on-demand audio trainings and client document storage.
- **Screening Report Grid** – Your window on the research process, allowing you to track each detail of a background check at any step of the process, and showing real-time notes on each item.
- **Management Reports** – On-demand management reports can be created anytime on any parameter of your screening program; we can also “push” reports to you at intervals you specify. Additionally, clients can select standard reports from the Report Library section of the site, or we can create customized reports.

Seamless Systems Integrations via our ATS Toolbox

Truescreen knows that as technology continues to evolve, few clients are satisfied by a one-size-fits-all solution. Organizations want the flexibility to link Truescreen's applicant screening tools to their choice of best-in-breed ATS/HRMS systems to create a comprehensive human resources solution.



Truescreen created its ATS Toolbox developer's tool to fulfill this critical client need. We have extensive experience designing, implementing and executing integrations of our systems with leading ATS/HRMS systems, as well as client proprietary or “home-grown” systems. Our interface systems utilize transfer mechanisms, data formats and workflow protocols compatible with a full range of HR systems having standard import/export capabilities. ATS Toolbox has a customizable, open-architecture systems design methodology, providing the flexibility to link our services with client ATS/HRMS systems.

We are HR Open Standards-certified, which confirms our software and services use the data exchange standards developed by the HR Open Standards Consortium, and ultimately provides our clients with a secure, flexible mechanism for a full range of applicant screening report request and delivery workflow requirements.

Our systems are generically designed to interface with any data import/export system and can be configured to send information back to the client in any format required.

Our system integration experience includes the following ATS/HRMS systems, among others:

Report Scoring



Truescreen's Report Scoring System can be used as part of the adverse action process. The Report Scoring System allows us to capture your unique criteria, apply those criteria to reports as they are completed, and deliver a "pass" or "review" status along with (or in place of) the report. What constitutes "pass" or "review" status is based entirely on your criteria, which may include criminal history results and specific types of convictions of your choosing (as defined with the Criminal Records Scoring System). Reports meeting your criteria receive a "pass" grade, while reports not meeting your criteria receive either a "review" grade. Then, using our adjudication tool, you can evaluate the information and update the report status to "pass" or "review."

Truescreen's Report Scoring System can be used as part of the adverse action process. The Report Scoring System allows us to

ApplicationStation 2.0



Our ApplicationStation 2.0 solution is a configurable, mobile-responsive online data capture tool designed to help maximize applicant experience while collecting required data. This powerful and flexible tool can be configured for each client's unique workflow and data requirements while providing applicants with a seamless, user-friendly experience. Boasting a modern responsive design and the highest levels of data security, ApplicationStation 2.0 allows applicants to complete online applications and authorize background checks via electronic signature technology from a computer or any mobile smart device.

With ApplicationStation 2.0, employers can initiate the background screening process with just an applicant's name and email address. Automatic email notifications and/or text messages invite applicants to access ApplicationStation 2.0. Once they are registered, the applicant is routed to your unique application. Following intuitive step-by-step prompts, applicants enter only the minimum required information and provide electronic authorization.

ApplicationStation 2.0 also links seamlessly with all major applicant tracking systems. Previously captured data is prepopulated, allowing applicants to enter only any additional required data. The tool's configuration options allow clients to determine which fields are required, which fields should be locked and even which fields an applicant can edit.

The tool's intuitive design leverages conditional logic to drive the intelligent capture of necessary applicant information. This includes prompting applicants to upload documentation when required for either the research process or client rules. ApplicationStation 2.0 can also enforce date-driven gap analysis in such areas as employment and residence history.

ApplicationStation 2.0 reduces instances of manual intervention and administrative overhead, while ensuring accurate data capture and maximizing applicant experience.

Consumer Care Portal

The Consumer Care Portal is a tool that allows Truescreen to electronically deliver and track compliance notifications to consumers. These compliance notifications can be state-level requirements (California, Oklahoma, Minnesota, New York) or FCRA-mandated pre-adverse and final adverse action notifications. The Consumer Care Portal also provides tools for the consumer to dispute the accuracy of the background investigation report or add a consumer statement as allowed by the FCRA.

FastPath 2.0



To offer the fastest turnaround times available for criminal records' checks, Truescreen employs our proprietary solution, FastPath 2.0. This system utilizes a direct electronic connection to court records for conducting searches. The one-of-a-kind FastPath 2.0 technology provides unprecedented research timeliness and efficiency. By utilizing human talent only when it is needed, we mitigate the risk of error by human input.

TECHNOLOGY SECURITY STRATEGY



Gateway Access Control Rules



Firewalls



Demilitarized Zones (DMZs)



Intrusion Detection/Prevention Systems



Encryption



Multi-Factor Authentication



Data Leakage Detection and Endpoint Protection



Anti-Virus and Anti-Malware



Virtual Private Network



SMTP Gateway Protection



Proxy Services



Workstation Security



Notebook Security



Site Security

This proprietary technology allows our workflow system to seamlessly and accurately search more than 2,500 courts that have allowed us direct access to their internal systems and criminal index records. This figure represents more than 90 percent of the county and state courts and 100 percent of federal courts in the U.S. These internal systems are the same systems that are used daily by the courts themselves, allowing us to provide clients with real-time results when the search is clear.

SECURITY

We utilize a multi-faceted approach to security to ensure the highest levels of consumer information protection. We are also routinely audited by client security groups at some of the world's largest companies. We employ the principle of least privilege and a strict Access Control Process to ensure that employees only have access to the data necessary to perform their jobs.

Confidentiality and privacy are core values and concerns at our organization. Our focus on ensuring and protecting confidentiality extends across our human, physical and technical resources.

Our People: All Truescreen employees must pass an extensive pre-hire background investigation and drug test prior to the start of their employment, and every employee is subject to additional biannual background checks. In addition, all new employees must sign a confidentiality statement and an Internet code of conduct. Access to specific data is determined by each employee's job function and monitored electronically.

Physical Security: Truescreen safeguards its facilities, systems and employees through multiple levels of physical security. Each of our sites has a monitored security system, multi-level access control systems - including iris-scan biometric controls - and fire alarm, sprinkler and water-detection systems. Video cameras are installed in strategic locations in both facilities. Our systems and security are monitored 24/7.

Access to our facilities is restricted to authorized individuals. The doors of our facilities are kept locked through our security system and employees must authenticate themselves through both a security card reader and a biometric control (iris scan) to gain access. In case of a power outage, our systems run on UPS and backup generator power.

Information Technology: Truescreen utilizes myriad different technologies, architectures and permission hierarchies to ensure and protect data confidentiality and security.

The myTruescreen.com extranet is a private website available only to authorized users. We utilize an industry-leading Risk-Based Authentication system that examines the credentials a user presents (username, password, PIN, etc.) as well as the user's usage patterns when determining if system access will be granted. If the system detects any suspicious variations in the user's usage patterns, or if the user is attempting to sign in from a computer device that we do not recognize, the user must first answer security questions before being allowed to proceed.

Our network perimeter is protected and monitored using industry-leading firewall and routing technology, and we regularly test our perimeter security through scans and penetration tests performed by Verizon Cybertrust Security. We restrict access to our network from the Internet to only allow traffic to defined addresses and ports based on the specific requirements of each device and system.

Our Security Management Program

Defense of systems and data requires continual support, monitoring, and administration, which we achieve through processes and procedures designed to ensure the confidentiality, integrity, and availability of our systems. That includes our corporate security policy, which is designed to protect all aspects of our facilities and network resources; our systems monitoring, attack sensing, and log auditing functions; and vulnerability assessments that are performed regularly, both internally and externally.

System Access Control

The myTruescreen.com client portal is structured to allow multiple, simultaneous user access by an unlimited number of client users. The system requires a complex password that includes both letters and numbers, and must be changed periodically.

Each user account is linked directly to the client they represent. Access rights for an organization's data, and for individuals and groups within that organization, are established/verified on a per-request basis. Truescreen can establish user profiles and/or access hierarchies based on an array of user information, including name, department and specific permissions. All rights for viewing, inserting, updating or deleting of data are controlled through a multi-tiered, secure access hierarchy linking directly to that user's access designation. Designations can range from requester-only access to full enterprise-wide access and everything in between. Internally, we maintain these relationships by utilizing an open architecture approach of configuring data that defines what and how users access it.

User permissions are established based on two criteria: access and functionality. Report access determines what reports are visible to a particular user in the system. Functionality access determines what tools are available to the user. In both cases, access can be very narrow or very broad; it is entirely up to the client to decide what permissions to grant and to whom. Report access and functionality access can also be combined to create a variety of permission options. The two factors go hand-in-hand – the client decides what reports it wants an individual user to see and which tools they can access. Those tools can then be used against that designated set of reports.

Disaster Recovery/Prevention

Additionally, we maintain a comprehensive disaster recovery plan that accounts for the recovery of our system infrastructure and continuity of our business operations. Our goal is to provide full redundancy for all Truescreen facilities, so that operations can continue without interruption should a facility encounter a total disaster. Truescreen's disaster prevention and recovery efforts involve protection of both physical assets and technology systems. We regularly conduct disaster recovery tests of key technology components, and continually monitor our systems to detect any problems or failures.

Certification & Testing

Third-party confirmation of our internal and external controls is performed by Verizon Cybertrust Security, a worldwide leader in providing enterprise security certification programs. We are Enterprise Certified by Verizon Cybertrust Security.



**CERTIFIED
ENTERPRISE**

Verizon Cybertrust Security certification validates that we use time-tested security processes and technologies to maintain a proactive, comprehensive and continuous information security risk management program. The certification ensures our systems' integrity in the areas of electronic threats and vulnerabilities, malicious code,

privacy, human factors, physical environment and downtime. It also confirms our use of widely recognized and accepted measures to secure our environment.

We maintain SOC 2 Type 2 examination (formerly SAS 70, SOC 1 / SSAE16) by independent audit across all five Trust Services Principles and Criteria; Security, Availability, Processing Integrity, Confidentiality and Privacy. In 2014, we upgraded from our SSAE 16 Type I and Type II audits to the current SOC 2.

Additional Certifications Include:



COST PROPOSAL

Analyzed Social Security Number Search <i>(Credit bureau data analyzed for names, SSNs and addresses)</i>	\$2.00
County Criminal Records Search <i>(Searches conducted in all counties of residence in past 7 years)</i>	\$17.50 per name
Federal Criminal Records Search <i>(Searches conducted in all districts of residence in past 7 years)</i>	\$6.00 per name
National Criminal Database* Search <i>(National database search covering more than 3 billion criminal and violation records; includes verification of all possible records)</i>	\$5.00 per name
National Sex Offender Database Search <i>(Database search covering sex offender records collected nationwide)</i>	\$4.00 per name
Basic Employment History Verification <i>(Covers 5 years or up to 3 employers; verification of title, dates, reason for leaving, eligibility for rehire)</i>	\$17.00
Education History Verification* <i>(Price is per degree; *Also includes DegreeScan®, a search of our proprietary database of known diploma mills)</i>	\$8.00

Additional Available Services

Statewide Criminal Records Repository <i>(Searches conducted on a state-by-state basis; price is \$5.50 per state searched; not available in all states; state fee charged separately)</i>	\$5.50 per name
SanctionsScreen+ SM <i>(Proprietary search covering terrorist watch lists; OFAC; disciplinary/Administrative actions from regulated industries, including healthcare and financial services)</i>	\$2.00 per name
MVR Driving History <i>(MVR data summarized and formatted; price is per license; state fee charged separately)</i>	\$3.00
Analyzed TransUnion Credit/Financial History <i>(Includes analyzed SSN info, financial data, bankruptcies, copy of credit file)</i>	\$5.00

**Please note that the National Criminal Database (NCD) product does not provide a comprehensive criminal records search. Only limited states, jurisdictions and sources report criminal information to the NCD and searches may not reveal all available criminal history. Courthouse-based searches of federal, statewide or county records are recommended to complement the NCD search.*

This pricing is based on an estimated annual report volume of 200. Truescreen monitors order volume on a quarterly basis and reserves the right to renegotiate pricing if significant variations occur.

At Truescreen, we take a no surprises approach to pricing. Our pricing is based on usage, and we do not charge for setup, training, integration, reporting or other support functions. Charges are only incurred when services are used.

Our philosophy is that all new client set-ups are investments in forging a long-term relationship with you that will facilitate far-reaching improvements in your hiring process. Our success in helping you meet your applicant screening objectives depends on the development of this long-term relationship.

Our pricing includes all costs associated with the services proposed, with the exception of limited court, state or MVR access fees; fees associated with the retrieval or verification of criminal record documents; fees from 900-number or pay verification services; and third party out-of-network fees related to drug screening, physicals, and other occupational health screening tests or immunizations.

ATTACHMENTS:

Description	Type
Ordinance	Ordinance

ORDINANCE NO. _____

**ORDINANCE AMENDING CITY CODE
-CHAPTER 50-
-LICENSES-**

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

Section 1. That Chapter 50 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Section 6, so that Section 6 as so modified and amended, shall provide as follows:

6. **FEES.** When application for an annual license is made after the beginning of the license period, the fee shall not be prorated, unless otherwise provided in this Code. When an application is not approved and an applicant has not engaged or shall not have attempted to engage in the business sought to be licensed, the fee paid shall be refunded. All licenses requiring background checks shall have a fee not to exceed \$50.00 added to their license fee.

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

PRESENTED, PASSED, APPROVED AND ADOPTED this 2nd day of October, 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2023

CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 50

LICENSES

6. **FEES.** When application for an annual license is made after the beginning of the license period, the fee shall not be prorated, unless otherwise provided in this Code. When an application is not approved and an applicant has not engaged or shall not have attempted to engage in the business sought to be licensed, the fee paid shall be refunded. All licenses requiring background checks shall have a fee not to exceed \$50.00 added to their license fee.

Financial Management

DATE: 10/2/2023

MEMO:

TO: Honorable Mayor Moore Wolfe and
Decatur City Council Members

FROM: Scot Wrighton, City Manager
Ruby F. James, City Treasurer & Director of Finance

SUBJECT: Resolution Authorizing Professional Service Agreement with OpenGov Inc. for Food and Beverage Tax Conversion to Cloud Based Services

SUMMARY RECOMMENDATION: City Administration recommends Council approval of the attached Resolution authorizing the City Manager and Chief Financial Officer to enter into a professional services agreement with OpenGov Inc. for implementation and maintenance services whereby OpenGov Inc. will provide cloud-based services to host the Food and Beverage tax platform. The agreement will be inserted into the Council packet no later than 5pm, Friday, September 29.

BACKGROUND:

Currently, the Food and Beverage Tax system is manual and exists in a DB2 environment. The city is phasing-out its antiquated DB2 systems. Food and Beverage businesses deliver their tax forms and payments to the City through the mail or in person as the only options available at this time.

The City proposes to automate this system because the DB2 technology is obsolete and must be converted to another system. Also, this will allow the City's food and beverage businesses that are required to file tax forms and make tax payments to do so online, which is currently not available to businesses.

OpenGov Inc. is a cloud-based system that is used by other similar municipalities for this purpose, such as Bolingbrook, IL and is a product that is user friendly and cost efficient. The City also looked at Munis Tyler but it was more expensive, not as user friendly, and did not have as robust features. Additionally, the City currently uses OpenGov Inc. for Licensing and Permits, giving us familiarity for implementation and adoption.

The pricing obtained for implementation and maintenance fees from OpenGov Inc. for a four-year commitment are:

2023 - \$19,500 (implementation and maintenance)

2024 - \$24,400 (implementation and maintenance)
2025 - \$20,916 (maintenance – 5% increase)
2026 - \$21,961.80 (maintenance – 5% increase)

POTENTIAL OBJECTIONS: None anticipated

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Ruby F. James, City Treasurer & Director of Finance Anthony Cooling, Budget and Revenue Officer Jim Edwards, Director of Information Technology

BUDGET/TIME IMPLICATIONS:

With the assistance of the City's Information Technology Department, the conversion of the Food and Beverage Tax system will begin in October 2023 and be completed by December, 2023. The initial cost of \$19,500 is not included in the 2023 Information Technology budget, but can be paid out of contingency funds budgeted in the General Fund budget of the City.

Staff believes this is the most efficient way of moving away from old DB2 systems that are no longer supported.

ATTACHMENTS:

Description	Type
Resolution Authorizing Professional Service Agreement with OpenGov Inc. for Food and Beverage Tax Conversion to Cloud Based Services	Resolution Letter
Order Form-Statement of Work	Backup Material

RESOLUTION NO. R_____

**RESOLUTION AUTHORIZING PROFESSIONAL SERVICE
AGREEMENT WITH OPENGOV FOR FOOD AND BEVERAGE TAX
CONVERSION TO CLOUD BASED SERVICES**

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

Section 1. That the Professional Service Agreement presented herewith to the City Council between the City of Decatur, Illinois and OpenGov Inc. be, and the same is hereby, received, placed on file and approved.

Section 2. That the City Manager and Chief Financial Officer be, and they are hereby, authorized and directed to sign said agreement, on behalf of the City of Decatur, Illinois.

PRESENTED AND ADOPTED this 2nd day of October, 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kimberly Althoff, City Clerk



OpenGov Inc.
PO Box 41340
San Jose, CA 95160
United States

Quote Number: OG-011800
Created On: 8/8/2023
Order Form Expiration: 10/31/2023
Subscription Start Date: 10/2/2023
Subscription End Date: 12/31/2026

Prepared By: Kelly Ammons
Email: kammons@opengov.com
Contract Term: Prorated +36 Months

Customer Information

Customer: City of Decatur, IL
Bill To/Ship To: One Gary K. Anderson Plaza
Decatur, IL
United States

Contact Name: Anthony D. Cooling
Email: acooling@decaturil.gov
Phone: 217-424-2854

Order Details

Billing Frequency: Annually in Advance
Payment Terms: Net Thirty (30) Days

SOFTWARE SERVICES:

Product / Service	Start Date	End Date	Annual Fee
Additional Permitting & Licensing Service Area	10/2/2023	12/31/2023	\$4,980.00
Additional Permitting & Licensing Service Area	1/1/2024	12/31/2024	\$19,920.00
Additional Permitting & Licensing Service Area	1/1/2025	12/31/2025	\$20,916.00
Additional Permitting & Licensing Service Area	1/1/2026	12/31/2026	\$21,961.80

Annual Subscription Total: See Billing Table

PROFESSIONAL SERVICES:

Product / Service	Description
OpenGov Deployment — One Time Fee (Prepaid Hours)	Product configuration, setup, and training described in the attached SOW.

Professional Services Total: \$19,000.00

Billing Table:

Billing Date	Amount Due	
October 2, 2023	\$19,500.00	(Prorated Software Fee + Professional Services: \$14,520.00)
January 1, 2024	\$24,400.00	(Annual Software Fee + Professional Services: \$4,480.00)
January 1, 2025	\$20,916.00	(5% Uplift)
January 1, 2026	\$21,961.80	(5% Uplift)

Order Form Legal Terms

Welcome to OpenGov!

This Order Form is entered into between OpenGov, Inc. ("OpenGov"), and you, the entity identified above ("Customer"), effective as of the date of the last signature below. This Order Form is pursuant to that order for Professional Services entered into between OpenGov and the Customer ("Order Form") which references the Master Software Services Agreement Revision 2018.01_200701_Decatur dated November 5, 2020, previously entered into by the parties (the "Agreement"). If professional services are purchased, the applicable Statement of Work ("SOW") is also incorporated. The Order Form, MSA, and, if applicable, the SOW are the full "Agreement". Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms.

City of Decatur, IL

Signature:

Name:

Title:

Date:

OpenGov, Inc.

Signature:

Name:

Title:

Date:



Statement of Work

City of Decatur, IL

Creation Date: 9/28/2023
Document Number: PS-04530
Version Number: 3
Created by: Jennifer Nordin

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1. Overview and Approach

1.1. Agreement

This Statement of Work (“SOW”) identifies services that OpenGov, Inc. (“OpenGov” or “we”) will perform for City of Decatur, IL (“Customer” or “you”) pursuant to that order for Professional Services entered into between OpenGov and the Customer (“Order Form”) which references the Master Software Services Agreement Revision 2018.01_200701_Decatur dated November 5, 2020, previously entered into by the parties (the “Agreement”)

- Customer acknowledges and agrees that this Statement of Work is subject to the confidentiality obligations set forth in the Agreement between OpenGov and Customer.
- The Deliverables listed in [Appendix B](#) are the single source of the truth of the deliverables to be provided.
- Customer’s use of the Professional Services is governed by the Agreement and not this SOW.
- Upon execution of the Order Form or other documentation referencing the SOW, this SOW shall be incorporated by reference into the Agreement.
- In the event of any inconsistency or conflict between the terms and conditions of this SOW and the Agreement, the terms and conditions of this SOW shall govern with respect to the subject matter of this SOW only. Unless otherwise defined herein, capitalized terms used in this SOW shall have the meaning defined in the Agreement.
- This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party.
- OpenGov will be deployed as is, Customer has access to all functionality available in the current release.

2. Statement of Work

This SOW is limited to the implementation of an additional record type within the OpenGov Permitting & Licensing as defined in the OpenGov Responsibilities section of this document ([Section 2.5](#)). Any additional services or support will be considered out of scope.

2.1. Project Scope

Under this project, OpenGov will deliver an additional Permitting & Licensing use case, Tax Licensing, to help the Customer power a more effective and accountable government. OpenGov's estimated charges and schedule are based on performance of the activities listed in the “OpenGov Responsibilities” section below. Deviations that arise during the project will be managed through the procedure described in [Appendix A-2: Change Order Process](#), and may result in adjustments to the Project Scope, Estimated Schedule, Charges and other terms. These adjustments may include charges on a time-and-materials or fixed-fee basis using OpenGov’s standard rates in effect from time to time for any resulting additional work or waiting time.

2.2. Facilities and Hours of Coverage

OpenGov will:

- A. Perform the work under this SOW remotely, except for any project-related activity which OpenGov determines would be best performed at your facility in order to complete its responsibilities under this SOW.
- B. Provide the Services under this SOW during normal business hours, 8:30am to 6:00pm local time, Monday through Friday, except holidays.
- C. Use personnel and resources located across the United States, and may also include OpenGov-trained staffing contractors to support the delivery of services.

2.3. Key Assumptions

The SOW and OpenGov estimates are based on the following key assumptions. Deviations that arise during the proposed project will be managed through the [Appendix A-2: Change Order Process](#), and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and other terms.

General:

- A. Individual software modules are configured based on discussions between OpenGov and Customer.
- B. All training, working sessions, and configuration is completed remotely, unless otherwise specified in appendix
- C. Customer will gather and provide all applicable Prerequisite Data Checklist items prior to the first project working session being held.
- D. Customer's source data will be provided in accordance with [Appendix C: Technical Requirements](#).
- E. Customer will validate and sign off on each deliverable in [Appendix B: Deliverables](#).
- F. Go Live date will be agreed and signed off between the Customer and OpenGov project manager during project planning.
- G. Customer will sign off on the Solution Acceptance prior to Go Live.
- H. The project plan assumes one Go-Live event and cutover unless otherwise specified in [Appendix B: Deliverables](#).
- I. Customer assumes an applicant will apply for each location separately rather than multiple locations in one OpenGov record.
- J. One autofill will be used for business license information to populate form fields when the applicant searches for a business ID.
- K. Data conversion from DB2 is not included in this project.

2.4. OpenGov Responsibilities

2.4.1. Activity 1 – Project Management

OpenGov will provide project management for the OpenGov responsibilities in this SOW. The purpose of this activity is to provide direction to the OpenGov project personnel and to provide a framework for project planning, communications, reporting, procedural and contractual activity. This activity is composed of the following tasks:

Planning

OpenGov will:

- A. Review the SOW, contract and project plan with Customer's Project Manager and key stakeholders to ensure alignment and agreed upon timelines;
- B. Coordinate a go live planning and data workshop to plan data integrations and migrations;
- C. Maintain project communications through your Project Manager;
- D. Establish documentation and procedural standards for deliverable Materials; and
- E. Assist your Project Manager to prepare and maintain the project plan for the performance of this SOW which will include the activities, tasks, assignments, and project milestones.

Project Tracking and Reporting

OpenGov will:

- A. Review project tasks, schedules, and resources and make changes or additions, as appropriate. Measure and evaluate progress against the project plan with your Project Manager;
- B. Work with your Project Manager to address and resolve deviations from the project plan;
- C. Conduct regularly scheduled project status meetings; and
- D. Administer the Appendix A-2: Change Order Process with your Project Manager.

Completion Criteria:

This is an on-going activity which will be considered complete at the end of the Services

Deliverable Materials:

- Planning and Data Workshop
- Project Plan and Timeline
- Weekly Status Reports
- Go Live Checklist
- RAID
- Project Charter

2.4.2. Activity 2 – Initialization

OpenGov will provide the following:

- A. Customer Entity configuration
- B. System Administrators creation
- C. Solution Blueprint creation
- D. Data Validation strategy

Completion Criteria:

This activity will be considered complete when:

- Customer Entity is created
- System Administrators have access to Customer Entity
- Solution Blueprint is presented to Customer

Deliverable Materials:

- Solution Blueprint
- Sign-off of Initial Draft Solution Blueprint

2.4.3. Activity 3 – OpenGov Use Cases

Use cases:

OpenGov will provide the following:
Business Licenses

Completion Criteria:

This activity will be considered complete when:

- Deliverables are configured/completed

Deliverable Materials:

- Formal sign off document

2.4.4. Activity 4 – Training

Training will be provided in instructor-led virtual sessions unless otherwise specified in Appendix B. For any instructor-led virtual sessions, the class size is recommended to be 10, for class sizes larger than 10 it may be necessary to have more than one instructor.

Completion Criteria:

- Training is provided

Deliverable Materials:

- Formal sign off document

2.5. Your Responsibilities

The completion of the proposed scope of work depends on the full commitment and participation of your management and personnel. The responsibilities listed in this section are in addition to those responsibilities specified in the Agreement and are to be provided at no charge to OpenGov. OpenGov's performance is predicated upon the following responsibilities being managed and fulfilled by you. Delays in performance of these responsibilities may result in delay of the completion of the project and will be handled in accordance with [Appendix A-2: Change Order Process](#).

2.5.1. Your Project Manager

Prior to the start of this project, you will designate a person called your Project Manager who will be the focal point for OpenGov communications relative to this project and will have the authority to act on behalf of you in all matters regarding this project.

Your Project Manager's responsibilities include the following:

- A. Manage your personnel and responsibilities for this project (for example: ensure personnel complete any self-paced training sessions, configuration, validation or user acceptance testing);
- B. Serve as the interface between OpenGov and all your departments participating in the project;
- C. Administer the Appendix A-2: Change Order Process with the Project Manager;
- D. Participate in project status meetings;
- E. Obtain and provide information, data, and decisions within ten (10) business days of OpenGov's request unless you and OpenGov agree in writing to a different response time;
- F. Resolve deviations from the estimated schedule, which may be caused by you;
- G. Help resolve project issues and escalate issues within your organization, as necessary; and
- H. Create, with OpenGov's assistance, the project plan for the performance of this SOW which will include the activities, tasks, assignments, milestones, estimates, and duration.

2.6. Completion Criteria

OpenGov will have fulfilled its obligations under this SOW when any of the following first occurs:

- A. OpenGov accomplishes the activities set forth in "OpenGov responsibilities" section and delivers the Materials listed, if any; or
- B. The End Date, as agreed upon between the Customer and OpenGov during project planning, is reached.

2.7. Estimated Schedule

OpenGov will schedule resources for this project upon signature of the order form. Unless specifically noted, the OpenGov assigned project manager will work with Customer Project Manager to develop the project schedule for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

The Services are currently estimated to start within two (2) weeks but no later than four (4) weeks from signatures, unless otherwise agreed upon between the Customer and OpenGov, and have an estimated end date of nine months after project kick off ("Estimated End Date"). The End Date will be agreed between Customer and OpenGov during project planning.

2.8. Illustrative Project Timelines

The typical project timelines are for illustrative purposes only and may not reflect your use cases.

Permitting & Licensing Suite Illustrative Timeline		Month 1	Month 2	Month 3
Permitting & Licensing	Data			
	Requirements and Discovery			
	Initiate*			
	Configure*			
	Validation*			
	Go Live*			
GoLive Support	Hypercare			
*Timeline is dependent on the number of Service Areas and Records Types. Customer is responsible for attending the kick off of each phase, providing any necessary data for each phase, participating in working sessions during active phases, and signing off on deliverables at the end of each phase.				

2.9. Charges

The Services will be conducted on a Fixed Price basis. This fixed price is exclusive of any travel and living expenses and other reasonable expenses incurred in connection with the Services. All charges are exclusive of any applicable taxes. The schedule of invoicing the charges upon the milestones below.

- 76% Professional Services cost due at signing
- 24% Professional Services due on January 1, 2024.

2.10. Offer Expiration Date

This offer will expire on November 6, 2023 unless extended by OpenGov in writing.

Appendix A: Engagement Charter

A-1: Communication and Escalation Procedure

Active engagement throughout the implementation process is the foundation of a successful deployment. To help assess progress, address questions, and minimize risk during the course of deployment both parties agree to the following:

- **Regular communication** aligned to the agreed upon project plan and timing.
 - OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, in order to be able to address items when known.
- **Executive involvement**
 - Executives may be called upon to clarify expectations and/or resolve confusion.
 - Executives may be needed to steer strategic items to maximize the value through the deployment.
- **Escalation Process:**
 - OpenGov and Customer agree to raise concerns and follow the escalation process, resource responsibility, and documentation in the event an escalation is needed to support issues raised
 - Identification of an issue impeding deployment progress, outcome or capturing the value proposition, that is not acceptable.
 - Customer or OpenGov Project Manager summarizes the problem statement and impasse.
 - Customer and OpenGov Project Managers jointly will outline solution, acceptance or schedule Executive review.
 - Resolution will be documented and signed off following Executive review.
- **Phase Sign-Off**
 - OpenGov requests sign-offs at various stages during the implementation of the project. Once the Customer has signed-off, any additional changes requested by Customer on that stage will require a paid change order for additional hours for OpenGov to complete the requested changes.

A-2: Change Order Process

This SOW and related efforts are based on the information provided and gathered by OpenGov. Customers acknowledge that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing or email, by both Customer and OpenGov, and documented as such via a:

- **Change Order** - Work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date and be paid for by Customer. Changes might include:
 - Timeline for completion
 - Sign off process
 - Cost of change and Invoice timing
 - Amending the SOW to correct an error.

- o Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov.
- o Change in type of OpenGov resources to support the SOW.

A-3: Deliverable Materials Acceptance Procedure

Deliverable Materials as defined herein will be reviewed and accepted in accordance with the following procedure:

- The deliverable material will be submitted to your Project Manager.
- Your Project Manager will have decision authority to approve/reject all project Criteria, Phase Acceptance and Engagement Acceptance.
- Within ten (10) business days of receipt, your Project Manager will either accept the deliverable Material or provide OpenGov's Project Manager a written list of requested revisions. If OpenGov receives no response from your Project Manager within ten (10) business days, then the deliverable Material will be deemed accepted. The process will repeat for the requested revisions until acceptance.
- All acceptance milestones and associated review periods will be tracked on the project plan.
- Both OpenGov and Customer recognize that failure to complete tasks and respond to open issues may have a negative impact on the project.
- For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the project.
- Any conflict arising from the deliverable Materials Acceptance Procedure will be addressed as specified in the Escalation Procedure set forth in Appendix A-1: Communication and Escalation Procedure . As set forth in the "Customer Delays" provision of the Agreement, if there are extended delays (greater than 10 business days) in Customer's response for requested information or deliverable; OpenGov may opt to put the project on an "On Hold" status. After the Customer has fulfilled its obligations, Professional Services can be resumed and the project will be taken off the "On-Hold" status.
- Putting a project "on Hold" may have several ramifications including, but not restricted, to the following:
 - o Professional Services to the customer could be stopped;
 - o Delay to any agreed timelines; or
 - o Not having the same Professional Services team assigned.

Appendix B: Deliverables

B-1: Data Deliverables

Master Address Table (MAT) Integration

- OpenGov will:
 - Provide a template file to be utilized by the Customer to populate MAT information.
 - Import the completed template file and validate against the completed template file.
- Customer will:
 - Populate and validate the MAT template.

ESRI ArcGIS Server Integration

- OpenGov will:
 - Integrate with the Customer's ArcGIS public API endpoint.

GIS Flag Integration

- OpenGov will:
 - Provide a template file to be utilized by the Customer to populate GIS Flag information.
 - Import the populated template file after acceptance.
 - Enable the GIS Flag Integration.
- Customer will:
 - Populate and validate the flag template file.

Accounting and Finance Export

- OpenGov will:
 - Provide an export of financial data, based on the Customer's provided format, to the Customer's FTPS as often as nightly.
- Customer will:
 - Agree upon specifications prior to export.

Autofill Integration

- OpenGov will:
 - Provide up to one (1) Autofill (business license data), using source data from OpenGov or provided by the Customer.
- Customer will:
 - Provide the source data, if applicable.
 - Agree upon specifications prior to upload.

B-2: Record Type Deliverables

OpenGov will configure the following standard record type drafts of Customer's record types in the Permitting & Licensing system including Form, Workflow, Output Document and Fees:

Business Licensing Service Area

Up to one (1) record types from the following list:

- Business Tax Receipts

Customer will:

- Attend working sessions to validate, review, and iterate upon draft records.
- Test all configured record types

B-3: Training Deliverables

OpenGov will:

Administrator Training

- Provide up to ten (10) hours of Permitting & Licensing system administrator training to enable system administrators. The OpenGov project manager and Customer project manager will agree to the training agenda which may include the following topics:
 - Setting up the public portal
 - Employee app settings
 - Creating and editing record types
 - Managing Forms
 - Editing Documents
 - Creating Workflows
 - Setting up Inspections

End User Training

- Provide up to four (4) hours of end-user trainings designed for Plan Review, Inspectors, Finance Staff, etc. The OpenGov project manager and Customer project manager will agree to the training agenda which may include the following topics:
 - Navigation of the system
 - Manage inbox and tasks
 - Take payments
 - Conduct inspections
 - Create records

Customer will:

- Identify the relevant participants to attend each training session.

Appendix C: Technical Requirements

Master Address Table

- All addresses must have a unique ID
- Flat file, .csv, .xls, .xlsx, .txt with headers
- Parcels and address points recommended
- Recommended source data: Esri GIS, Alternative source options include: Assessor's database, E911

ESRI ArcGIS

- Publicly-accessible secure ESRI REST API URL

ArcGIS Flags

- Polygon Layer(s) via ESRI REST API URL, Polylines and points are not supported

Financial and Record Exports

- Required format (columns) and sample document

Autofills using Customer source data

- Flat file, .csv, .xls, .xlsx, .txt with headers

Current application forms, workflows, fee structures, and output documents

- PDF, Word, .csv, .xls, .xlsx with headers

City Clerk

DATE: 9/27/2023

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Resolution Designating Honorary Street - Jefferson & Booker Joyner

SUMMARY RECOMMENDATION: See attached memo.

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Backup Material	Backup Material

September 28, 2023

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

FROM: Scot Wrighton, City Manager

RE: Honorary Street Designations

The City Code provides that the City Council may make up to five (5) honorary street designations each year. The last honorary street designation was made in 2018. The honorary street naming policy stipulates that requests for honorary street designations be limited to “individuals, organizations, entities, and events that either had a significant lineage to the City or had a significant cultural, historical, or humanitarian impact on the City.”

Earlier this year the city received requests for two (2) separate and unrelated honorary street designations. City Code lays out how such requests are to be handled. A committee of five persons must review the applications, and then make their recommendations to the City Council. The *ad hoc* committee is comprised of a member of the City Council named by the Mayor, a representative from the Police Department, a representative from the Economic & Community Development Department, a representative from one of the city’s neighborhood organizations, and a community at-large representative. A new committee is appointed each time there are new applicants. The committee met on September 25 and unanimously recommended the applications included in the packet materials. The committee recommended that fees be waived.

Accordingly, resolutions have been prepared for action by the City Council. If approved, honorary street signs will be manufactured and installed by the city’s sign shop.

Honorary Street Section #1:

The 1000 block of South Webster Street, to be named in honor of “Jefferson & Booker Joyner”

Honorary Street Section #2:

The four street sections encompassing College Square where the Staley Museum is located (section of West North Street and North College Street) to be called “Staley Square”

RESOLUTION NO. 2023- _____

**RESOLUTION DESIGNATING HONORARY STREET
-JEFFERSON & BOOKER JOYNER-**

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

WHEREAS, on March 2, 2015 said program was amended to better describe and present the honoree in the application process; and

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

WHEREAS, an advisory committee reviewed and unanimously recommended approval of an application submitted by the family of the late Jefferson Joyner and Booker Joyner.

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

Section 1. That the City Council hereby designates the 1000 block of South Webster Street as Honorary Jefferson & Booker Joyner St., in honor of Jefferson Joyner and Booker Joyner for a period not to exceed ten (10) years from the date of this resolution.

Section 2. That the City's sign shop shall be responsible for the cost of the production and installation of the Honorary Street Sign.

Section 4. That the City shall have the right to remove said Honorary Street Sign at its discretion.

PRESENTED AND ADOPTED this _____ day of _____, 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK



Honorary Street Designation Application

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

1. Policy:

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

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

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

2. Required Submittals:

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

3. Applicant Information:

Applicant's Name: Sharolyn Bates

Organization/Company: _____

Street Address: 1907 Home Park Ave

Telephone Number: 2174541962

E-mail Address: sharolynbates@yahoo.com,

4. Honorary Street Name Request:

Name of Honoree: Jefferson Joyner and Booker Joyner

Location: 1000 S Webster Street

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

Webster and Cleveland

Honorary Street Responses

Cultural Impact on the city

In everything, then, do to others as you would want them to do to you, Matthew 7:12, a scripture that the Joyner family has lived by for decades and we must not forget, "This is my commandment: love each other just as I have loved you." John: 15:12. Jefferson Joyner and Catherine Perkins Joyner started this legacy must of community service that has continued through generations. One of their first and most vital acts was opening the doors to their home to give people in need a roof over their head. This started out with members of the community, living not only on Webster Street but on the south side of Decatur, IL.

This bold and Godly act transcended into opening the doors to children in need of a place to stay. That is when Jefferson Joyner and Catherine Perkins Joyner became foster parents. For over 10 years Jefferson and Catherine were foster parents until her passing December 1991, which trickled down the family line to their late son Lonnell Joyner who was a foster parent for over 20 years before his passing in October 2007. After his passing Carolyn Joyner - Jarrett stepped in his shoes taking on 4 adoptive children. Our cultural impact is simple, our community is family. You don't always know everyone in your community, but they are still family. "Thou shalt love the Lord thy God with all thy heart, and with all thy soul, and with all thy mind. "This is the first and great commandment. "And the second is like unto it, Thou shalt love thy neighbor as thyself" (Matthew 22:37-39).

Historical Impact

The historical impact the Joyner family has had on the city of Decatur is often highlighted in the community. When discussing historical impact, we focus ourselves on four elements. Applicability, Effects, Novelty and memory.

Applicability: Legacies instilled within the Joyner family still remain prominent to this day as the family has continued in the footsteps of Jefferson & Catherine (Perkins) Joyner by providing affordable housing on a whole new level and the community garden.

Effects: To this date families are still fed at little to no cost from the garden and affordable housing is not only being provided on Webster Street but now through the city of Decatur. Novelty: Decades later the work of the Joyner family continues through feeding communities with the community garden, providing access to transportation and providing affordable housing.

Humanitarian Impact

Catherine Perkins Joyner started her small business as a Licensed Beautician in her home in Decatur at 1012 S. Webster Street. She serviced several clients for many years. Her daughter Aldenette Joyner Bond followed her footsteps and also serviced several clients as a Licensed Beautician for many years.

Catherine Perkins Joyner and Sarah Joyner started a community garden in 1970's that it served as a garden helping to feed families each year at a little to no cost.

Booker Joyner coached the Stonettes and would load up his pickup truck with the neighborhood kids and take them to Chrysler Field and watch the Softball games.

The Joyner brothers also enjoyed hunting as a hobby and raising the hound dogs.

Marvin Joyner raised on Webster Street founded Living Word Ministries in 1999 that has been the church home to many over the years and even served as the launching pad for other ministries over time.

Carolyn Joyner Jarrett and Sharolyn Joyner Bates have been on the front lines for over 20 years to aid in the housing crisis founding C J Enterprises as now owning and or operating over 30 properties in Decatur with the strategic focus of providing affordable housing to the community. Carolyn Joyner Jarrett and Sharolyn Joyner Bates, followed their mother's footsteps as Catherine Joyner also provided housing for families renting rooms in her home while relocating to Decatur 1960's. The Joyner Team is actively seeking more housing and lots to acquire over time to ensure the community is kept clean and to continue providing housing at an affordable cost.

Joyner Transportation & Logistic Services was founded in 2017 by Jonathan Joyner (grandson). The company was established in Atlanta, GA but often acknowledges Decatur as its home town. Earlier this year, the company announced its plans to bring jobs to the city. The company also has a segment titled My Community that focuses on community outreach and partnership. Learn more at myjoyner.com.

The family has two foundations the Dennis Joyner Foundation that provides educational resources technology to students of underserved communities (learn more at dennisjoyner.org) and the Lonnell Joyner foundation that provide assistance to youth in the Foster Care System.

Lineage to the city

The Joyner family members migrated from Brownsville, TN in the early 1950's. Jefferson & Catherine Joyner raised all 7 of their children; Aldenette Joyner, Dennis Joyner, Connell Joyner, Lonnell Joyner, Roscoe Joyner, Sharolyn Joyner and Carolyn Joyner at 1012 S. Webster Street and Booker & Sarah Joyner raised all 5 of their children; Marvin Joyner, Jerome Joyner, Theodore Joyner, Kay Joyner and Yvette Joyner at 1020 S. Webster Street.

Jefferson Joyner and Booker Joyner lived next door to each other for over 50 years on Webster Street.

To date The Joyner family has had 4 generations raised in the city of Decatur.

• Geographic Location:

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

1000 block of Webster Street in Decatur, IL has served as a home to the Joyner family

Members for over 50 years. Jefferson Joyner Jr and Booker T. Joyner has left a Legacy in the

1000 block of Webster Street. The Joyner family was well known in the Community because

they showed Love to all. The Joyner family grew up as 1 big Family because of the bond they

had. The family garden that they shared with other families throughout the Community.

The brothers would go out early hunting and come back and share the rabbits and squirrels

with the community. Booker Joyner loading up his pickup truck and taking kids to watch the

softball games. Catherine Joyner cooking meals and feeding whoever stopped by and wanted

to eat. The brothers also worked at Wagner's Casting until they retired. Jefferson Joyner also

served as a Grandparent at Anna Waters Head Start. They also welcomed families that moved

in the neighborhood.

7. Signature of Applicant:

Marolyn Bates
Signature

8/29/22
Date

City Clerk

DATE: 9/27/2023

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Resolution Designating Honorary Street - Staley Square

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Backup Material	Backup Material

RESOLUTION NO. 2023- _____

RESOLUTION DESIGNATING HONORARY STREET
-STALEY SQUARE-

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

WHEREAS, on March 2, 2015 said program was amended to better describe and present the honoree in the application process; and

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

WHEREAS, an advisory committee reviewed and unanimously recommended approval of an application submitted by the family of the late A.E. Staley.

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

Section 1. That the City Council hereby designates the four street sections encompassing College Square (section of West North Street and North College Street) as Staley Square, in honor of A.E. Staley for a period not to exceed ten (10) years from the date of this resolution.

Section 2. That the City's sign shop shall be responsible for the cost of the production and installation of the Honorary Street Sign.

Section 4. That the City shall have the right to remove said Honorary Street Sign at its discretion.

PRESENTED AND ADOPTED this _____ day of _____, 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

Applicant: Laura Jahr, Director of the Staley Museum
Organization: Staley Museum and the Staley Family Foundation
Address: 361 North College St., Decatur, Illinois 62522
Phone Number: 217-422-1212

Honorary Street Name Request:

Name of Honoree: A. E. Staley, but it is requested that the block around the museum be call
"Staley Square"

Location: Those portions of North College Street and West North Street that form the perimeter
of the streets on four sides of the block where the Staley Museum is located.

A.E. Staley's historic, economic and cultural Impact on the City:

Were it not for A.E. Staley, Decatur would look very different than it does today.

The company that A.E. Staley founded now goes by a different name; and the bridge that once bore his name has been given a different name. There is no street named for Staley in Decatur. A.E. Staley's home in Decatur has been converted into a museum that tells the story of A.E. Staley's vision, his industrial foresight, and his role in creating Lake Decatur. Through the generosity of the Staley Family Foundation, this museum is sustained; so the "college square" streets around the Staley Museum is the best place to add honorary designation of Staley by calling the street segments that make up this square: Staley Square.

Augustus Eugene Staley was born on a farm near Julian, North Carolina in 1867. Growing up tending the land gave Staley respect for farmers' hard work. However, young Staley thought his destiny led in a different direction and he jumped at the chance to enter the world of traveling salesmen. Selling goods across the country, Staley was on the road for 14 years and twice stopped at Decatur in 1896.

In 1898, at the encouragement of his soon-to-be wife, Emma, Staley settled from his life on the road to incorporate his own company, the A.E. Staley Manufacturing Company of Baltimore, Maryland where he packaged and sold his first product: A.E. Staley's Cream Corn Starch.

Staley soon decided he would mill his own starch and began to seek a suitable factory. He learned of an inactive plant in Decatur, which he purchased for \$45,000 in 1906. After years of repairs and construction work, on March 12, 1912 at 7:00 AM sharp, the plant was officially operational.

Though the first few years were tumultuous, by 1919 the company was expanding. New products were being created, new factory buildings constructed, and sales were steadily increasing.

Water was, and still is, an important element of processing corn and Staley needed more. Before Lake Decatur, the Sangamon River was the main source of water in the area. As the city and Staley's company expanded, a more reliable source of water was necessary to suit the needs of both the citizenry and industry of Decatur and in 1919, the city council approved the building of a lake. While not the sole motivating factor, A.E. Staley Sr. was certainly a proponent for the creation of the new lake.

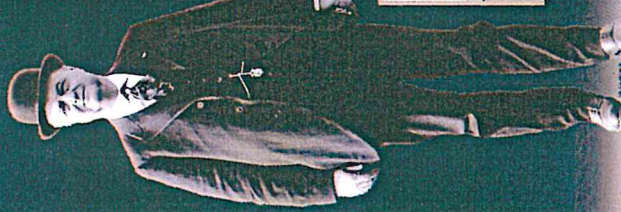
Permission was quickly given for Staley to build a temporary dam and pumping station. The temporary dam fed water to the plant while the lake and a pumping station were being constructed. By 1920, the pumping station was nearly complete and construction of the permanent dam to create the lake was just beginning.

Upon its completion, the pumping station pumped 12 million gallons of water to the Staley plant every 24 hours. Over the years it would be constantly upgraded to pump more water even more efficiently.

While the pumping station was built for use by the company, it also served as a clubhouse for the Staley Fellowship Club, a social organization for Staley employees, and was accessible by boat, train, and boardwalk. The lower level contained all of the pumping mechanics but the upper level was designed for beauty and entertainment. Many holiday parties, weddings, and other celebrations were held at the pump house over the years, including many rooftop dances.

Lake Decatur was completed in 1922 with its official inauguration weekend taking place July 4-7, 1923.

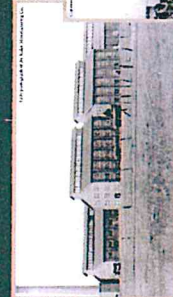
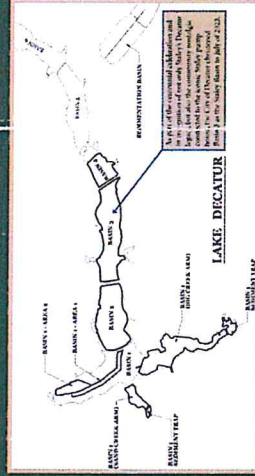
Welcome to the Staley Basin at Lake Decatur



Augustus Eugene Staley was born on a farm near Union, North Carolina in 1867. Growing up, he and his three brothers, George, John, and William, were known for their adventurous spirit. Staley's first business venture was in 1890 when he joined the Central Lake Decatur Tour, a traveling circus. He spent the summer of 1890 in the circus, traveling across the country. Staley was on the road for 14 years and twice stopped at Decatur in 1904.

In 1904, at the encouragement of his soon-to-be wife, Emma, Staley decided to start a business. He traveled to Baltimore, Maryland where he met and sold his first product, A.E. Staley's Cream Corn Syrup.

Staley soon decided he would not have a successful business in Decatur, which he purchased for \$25,000 in 1900. In 1912, at 7:00 AM sharp, the plant was officially operational. Though it was a few years away from becoming a household name, the company was expanding. New products were being created, new factory buildings constructed, and sales were steadily increasing.



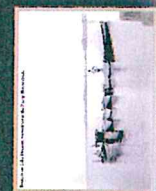
Water was, and still is, a precious resource. In the early 1900s, Staley needed more water for his factory. As the city and Staley's company expanded, a more reliable source of water was needed. In 1910, the city council approved the building of a dam. While not the sole reason for the creation of the basin, it was certainly a precursor for the creation of the basin.

Permitting was quickly given for Staley to build a temporary dam across the river. The dam was built in 1910 and the basin was created. By 1920, the pumping station was nearly completed. It would be a permanent dam to create the basin and for generating power.

Upon its completion, the pumping station pumped 12 million gallons of water into the basin each day. On one year it would be a constant supply of water to the basin, even more efficiently.

While the pumping station was built for use by the company, it also served as a clubhouse for the Staley Employees Club. A social organization for Staley employees and was used for many purposes. The club was a place where employees could relax and socialize. Many holiday parties, weddings, and other celebrations were held at the club. The club was a very important part of the company's history.

Lake Decatur was completed in 1922 with its official inauguration on July 4th, 1922.



Over the years, the lake has continued to be a valuable resource for the people and industry of Decatur. It is a beautiful body of water, a place of recreation, and a source of pride for the city. Lake Decatur celebrated 100 years of Lake Decatur history with the Centennial Lake Fest, a weekend of fun and games.



Created by partnering with the City of Decatur and the Staley Museum. The Staley Museum is a place of history and learning. It is a place where you can learn about the Staley family and the Staley Basin. It is a place where you can see the Staley factory and the Staley Basin. It is a place where you can learn about the Staley family and the Staley Basin.

Laura Jahn

Over the years the lake has continued to be a valuable resource for the people and industry of Decatur. It serves as a reliable water source, a place of joyous recreation, and a beautiful scenic backdrop to Decatur.

In July 2023, Decatur celebrated 100 years of Lake Decatur history with the Centennial Lake Fest, reminiscent of its grand inauguration.

Signature of Applicant:



Laura Jahr, Staley Museum Director

Date: 9/8/23

SUBJECT: Resolution Authorizing Agreement with Community Investment Corporation of Decatur for Managing the Decatur Homebuyer Ecosystem, Counseling and Education Program

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution and Agreement	Resolution Letter
CICD Proposal	Backup Material
Homebuyer Ecosystem-Draft	Exhibit

COMMUNITY DEVELOPMENT MEMORANDUM

October 2, 2023

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Cordaryl M. Patrick, Director of Economic and Community Development
Scot Wrighton, City Manager
Richelle Dunbar, Asst. Director Economic and Community Development

SUBJECT: Resolution Authorizing Agreement with Community Investment Corporation of Decatur for Managing the Decatur Homebuyer Ecosystem, Counseling, and Education Program.

RECOMMENDATION: Staff recommends approving resolution.

BACKGROUND: Over the last three years, Decatur has commissioned several housing analyses, including an impediment to safe and affordable housing report. One of the major takeaways was, renters are paying just as much to rent a home than if they had a mortgage and owned the home. Also, through our partnership with the Central Illinois Land Bank Authority, we have created the abandonment to rehab program to provide a safe and healthy living condition as an opportunity for first-time homebuyers. Staff would like to partner with the Community Investment Corporation of Decatur (CICD), the only HUD certified housing counselor in Decatur, to assist residents with housing counseling, financial counseling and credit building, and property maintenance training that will create a pipeline of first-time homebuyers in Decatur. Staff will play a role in the ecosystem by deploying more HOME Investment Partnership funds to assist with down payment assistance for first-time homebuyers as part of the program.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

INPUT FROM OTHER SOURCES: Housing Action Illinois, CICD, Local Banks and Credit Unions, Decatur Housing Studies

STAFF REFERENCE: Should the City Council have any questions, they may contact Cordaryl M. Patrick, Director of Economic and Community Development, at 217-424-2727 or e-mail cpatrick@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AGREEMENT WITH COMMUNITY INVESTMENT
CORPORATION OF DECATUR FOR MANAGING THE DECATUR HOMEBUYER
ECOSYSTEM, COUNSELING, AND EDUCATION PROGRAM**

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

Section 1. The City and CICD are desirous of entering into an agreement, attached, and marked as Ex. A, for the administration of a homebuyer ecosystem, counseling, and education program.

Section 2. That the Mayor or City Manager is authorized to enter into the agreement with CICD.

PRESENTED, PASSED, APPROVED and RECORDED this 2ND day of October 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

**AGREEMENT BETWEEN CITY OF DECATUR, ILLINOIS
AND COMMUNITY INVESTMENT CORPORATION OF DECATUR FOR
MANAGING THE DECATUR HOMEBUYER ECOSYSTEM, COUNSELING, AND
EDUCATION PROGRAM**

This Agreement (“Agreement”) is made and entered into between the City of Decatur, Illinois, an Illinois municipal corporation (“City”) and the Community Investment Corporation of Decatur (CICD), 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 Act (“ARPA”); and,

WHEREAS, the City has determined that a Decatur Homebuyer Ecosystem, Counseling and Education Program is needed to produce mortgage-eligible buyers as part of the City’s housing strategy to rehabilitate abandoned homes for first-time buyers’ opportunities, increase homeownership in the urban core, and create a more sustainable, safe, healthy, accessible, and efficient housing market; and,

WHEREAS, the ARPA funds received by the City may be used for specific eligible activities, including to finance, repair and rehabilitate residential units, and create housing programs; and,

WHEREAS, CICD has provided housing counseling and education services to residents of Decatur and Macon County since 1999 through its Welcome Home Program and has the expertise to prepare households to become homebuyers; and,

WHEREAS, the City has determined that CICD has the capacity to administer and implement the Decatur Homebuyer Ecosystem, Counseling and Education Program.

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 a grant amount not to exceed Two Hundred Thousand Dollars (\$200,000) from its portion of the ARPA funds to CICD for administering and implementing Decatur’s Homebuyer Ecosystem, Counseling and Education Program (the “Program”) in the City of Decatur upon execution of this Agreement between the City and CICD. The grant is intended to be a reimbursement, more or less, of funds CICD has expended or will expend for startup and operation of the Program.

Section 2. The City will be responsible for determining any additional criteria, data collection and eligibility for the program that may not be included in the ARPA funding agreement and notify CICD in writing.

Section 3. CICD shall be responsible for the management, administration, and implementation of the Program, including the use of funds pursuant to the provisions of this

Agreement between parties through December 31, 2024, or an extended termination date if the City and CICD otherwise agree in writing.

Section 4. CICD will be responsible for reviewing, following, and determining all applicable federal, State, and local laws, statutes and other regulations relating to the use of ARPA funds provided under this Agreement.

Section 5. The ARPA Funds provided by the City shall only be used by CICD for the purposes of and pursuant to and under the terms of this Agreement.

Section 6. CICD hereby acknowledges and agrees that if it fails to comply with any of the provisions of this Agreement or if the Decatur Homebuyer Ecosystem, Counseling, and Education Program funds are used for or in any manner contrary to those uses set forth in this Agreement, City may, in its sole discretion, terminate this Agreement and, upon written demand by the City, CICD will repay to the City the funds used contrary to the terms set forth herein.

Section 7. Upon request, CICD agrees to provide to the City or its duly authorized representatives, access to any books, documents, papers, and records of CICD which pertain to the Decatur Homebuyer Ecosystem, Counseling, and Education Program and/or the funds provided to CICD for the purpose of monitoring, making audits, examinations, and photocopying.

Section 8. CICD shall be required to maintain all records for the period designated by the City as required by the terms of ARPA and any other laws, statutes and other related regulations including, but not limited to, financial records setting forth all disbursements under this Agreement.

Section 9. CICD agrees to provide any and all reports which may be required by the City for compliance with ARPA, Freedom of Information Act and any other federal or state law, statute, or other regulation.

Section 10. CICD 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 11. CICD hereby assumes liability for and agrees to protect, hold harmless, and indemnify the City, its assigns, officers, employees, directors, agents and servants from and against all liabilities, obligations, losses, damages, penalties, judgments, settlements, claims, actions, suits, proceedings, costs, expenses, and disbursements, including legal fees and expenses of whatever kind and nature, imposed on, incurred by or asserted against the City, its assigns, officers, employees, directors, agents, and servants in any way relating to or arising out of any allegations, claims, or charges regarding the use of the ARPA funds by CICD, including but not limited to the violation by CICD of any of its covenants or agreements under this Agreement,

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 CICD operations use of ARPA funds.

Section 12. 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 62521

To CICD: James Seaberg, President
 Community Investment Corporation of Decatur
 120 N. Franklin Street, Ste. C
 Decatur, IL 62523

Section 13. This Agreement will be binding upon and inure to the benefit of the parties, their permitted assigns, and successors.

Section 14. 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 15. 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 16. Any modification of this Agreement or additional obligations assumed by either party in connection to this Agreement will be binding only if evidenced in writing and signed by each party.

Section 17. 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 18. Nothing herein will grant any right or interest hereunder to any person not specifically identified as a party hereto.

Section 19. 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 20. Either party may terminate this Agreement, in its entirety by providing written notice to the other party at least thirty (30) days in advance of the intended termination date. The termination notice shall be delivered to the other Party in accordance with the notice provisions specified in the Agreement. Upon the effective date of termination:

- a) All rights, obligations, and responsibilities of both Parties under the Agreement shall cease, except as otherwise expressly provided herein or as required by law.
- b) CICD shall within ten (10) days of termination of this Agreement send a final invoice for those amounts expended, up to but not to exceed the agreed upon Two Hundred Thousand Dollars (\$200,000), for those amounts expended or anticipated to be expended in dissolution of the Program.
- c) Any outstanding payments, fees, or reimbursements owed by one Party to the other Party under the Agreement shall be settled within thirty (30) days from the effective date of termination.

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

CITY OF DECATUR, ILLINOIS

COMMUNITY INVESTMENT CORPORATION
OF DECATUR

By: _____

By: _____

Its: _____

Its: _____

DATE: _____

DATE: _____



Proposal to City of Decatur from CICD Related to Homebuyer Counseling and Education

Executive Summary

Community Investment Corporation of Decatur (CICD) seeks \$433,520 over three years to increase its capacity to take on a management role of the City of Decatur's Homebuyer Ecosystem and produce mortgage-eligible buyers for the City's acquisition/rehab/resale strategy. CICD has provided housing counseling services to residents of Decatur and Macon County since 1999 through its Welcome Home Program. While CICD has the expertise to prepare households to become homebuyers, the additional responsibilities associated with management of the Ecosystem and the demand that will be generated by Decatur's partnership with the Central Illinois Land Bank Authority (CILBA) to rehabilitate existing homes to sell to low-and moderate-income (LMI) homebuyers will exceed the capacity of CICD's current staff. CICD has developed a plan and timeline to add additional staff members and expand its partnerships which will allow CICD to take on an expanded role in the Homebuyer Ecosystem and ramp up its homebuyer education and counseling as Decatur expands its Acquisition, Rehab, Resell program.

Over the next three years, CICD will hire a Homebuyer Ecosystem coordinator and an intake specialist, and contract with eHome America to provide virtual homebuyer education. CICD's plan provides realistic, tangible goals for meeting the needs of the residents of Decatur. CICD's participation in the Homebuyer Ecosystem will help increase homeownership in the city among LMI households, but for that to happen CICD needs the resources to increase its capacity.

Community Need

As discussed in Decatur's 5-Year Consolidated Plan, the city faces a decreasing and aging housing stock, as well as a need for increased counseling services. In response, Decatur has partnered with the CILBA to rehabilitate existing housing to sell to LMI homebuyers. Based on information provided to CICD, Decatur and CILBA are nearing completion of their first home rehab and will increase the production rate as the program continues.

To sell these homes once they have been rehabbed, Decatur needs a supply of mortgageable LMI households. CICD is well positioned within the community to fill the role of preparing and guiding LMI potential homebuyers through the Homebuyer Ecosystem that Decatur is establishing. CICD can provide homebuyer education and counseling, financial literacy counseling to assist households with credit building, and conduct the marketing and outreach necessary to inform community members about homeownership opportunities. The increased housing opportunities will provide a path for Decatur's residents to meet their housing goals, build equity, and increase the tax base.

To ensure that enough households are prepared to purchase the rehabbed homes, CICD will need to expand its housing counseling program. According to NeighborWorks America, eight (8) households must complete pre-purchase education for every completed home sale. CICD will need to increase its capacity to provide education and counseling to the number of households needed to supply homebuyers for the Homebuyer Ecosystem. With the following proposed staff changes and new relationships, CICD can provide pre-purchase counseling to 20 households in 2023 and 128 households in 2024, ensuring there are enough LMI households in Decatur who have received their Home Buyer Education certificate.

Program Description

Pre-Purchase Homebuyer Education

As part of its housing counseling program, CICD currently offers pre-purchase education and counseling to prospective homebuyers. The education is offered both in-person and virtually by CICD's HUD-certified housing counselor. The virtual counseling sessions are held using the Zoom online software platform. The education workshops curriculum includes information covering the following topics: Are You Ready to Buy? Managing Your Money, Understanding Credit, Obtaining a Mortgage, Shopping For the Home, and Protecting Your Investment. To expand the number of households that can be served, CICD plans to make a standing monthly pre-purchase group education workshop available, hire additional staff over the next three years, and enter into an agreement with eHome America to expand access to flexible, virtual education.

Beginning in May 2023, CICD will offer a group homebuyer education series broken into two 4-hour sessions on the second and fourth Tuesday of every month. Initially, the workshops will alternate monthly between in-person and virtual but as interest for the workshops expands, CICD will offer both in-person and virtual workshops every month. CICD will solicit feedback from potential clients to determine the most effective schedule for its workshops. The pre-purchase workshops will include a presentation by CICD's HUD-certified housing counselor using Microsoft PowerPoint and interactive activities to encourage active participation. The goal of these workshops will be to have at least 60% of the participants return for one-on-one counseling.

To make households aware of the workshops CICD will engage in its normal marketing and advertising activities for events. These include sending flyers through postal mail or email blasts to potential participants for whom CICD has addresses/information, placing a post or banner on CICD's website www.investindecaturcicd.org, and posting on CICD's Facebook page to reach individuals and local businesses. CICD maintains mailing list names and addresses compiled from previous workshops, referrals from the City of Decatur, referrals from Board members, press releases in the newspaper, and post-purchase clients previously counseled. CICD will also conduct an expanded marketing and outreach campaign advertising the homebuyer ecosystem, as discussed below.

As an alternative to the workshops hosted by CICD's HUD-certified counselor, CICD has signed a contract with the online platform eHome America. eHome America is an online homebuyer education platform that allows households to complete the pre-purchase coursework at their own pace and on their own schedule. Working with eHome America will enable more households in Decatur to begin the pre-purchase process. After completing the eHome America course, clients will connect with CICD for one-on-one counseling to receive their Home Buyer Education certification.

Individual Pre-Purchase Counseling

Regardless of how they begin their interaction with CICD's pre-purchase education system, once a household has participated in a homebuyer education workshop, they will be contacted by CICD's housing counselor to schedule one-on-one in-office appointments to complete their counseling and receive their Home Buyer Education certificate. All one-on-one counseling conducted by CICD, including pre-purchase counseling, follows a prescribed format. At the first meeting, an action plan is developed, which includes:

- Counselor and client set goals, and issues that must be resolved;
- Discussion of alternative solutions/suggestions to improving their current situation based on the service requested;
- Steps for reaching the goal and who will be responsible for each step;
- Estimated time frame for completing steps or expected attention from client participation and when they should get back to their Counselor with updates to the plan;

- Expected results/outcomes from overall processes; a generalization of what typically happens with counseling one-on-one.

In addition to the development of an action plan, CICD's counselor will complete a Financial Analysis for the client. For this the counselor and the client will do the following:

- Client completes a budget form.
- Applicable clients receive third-party authorization, including the release of information and the ability to speak on their behalf.
- Obtain and verify the budget by having the client bring proof of income and expenses through copies of paystubs, bank statements, and receipts/invoices.
- Discuss ways to save money, cut expenses, and ensure the client understands and agrees, which is particularly important during post-purchase counseling.
- Develop a budget the client can afford and explain their debt-to-income ratios and how that compares to living costs and maintaining lifestyles.

Individual one-on-one counseling for homeownership will cover all the topics described in the Group Education section above to ensure the entire homeownership process is discussed, and will include additional topics based on the potential home buyer's need. There may be the need for several appointments to ensure the client's satisfaction and understanding of all of the program's material. After completion of pre-purchase counseling, the client is given a certificate to confirm counseling attendance with a HUD-approved agency, and that certificate is suitable for two years from the date of counseling.

CICD maintains a policy for client follow-up to ensure that clients are progressing towards their housing goals once counseling services have begun. If CICD has not been in contact with a client as scheduled, three attempts are made within a 30-day period to contact that client. Two attempts are made to schedule a verbal or face-to-face follow-up session. If the initial attempts are unsuccessful, a written communication (email or letter) is sent to the client mentioning the unsuccessful contact attempts and informing them that there is a need for follow-up communication.

Individual Credit Counseling

CICD provides all of its clients with credit counseling. As part of counseling intake, individuals create personalized budgets, realistic goals for spending, and plans to manage debt. CICD's housing counselor conducts a credit review which enables the discussions to be focused on healthy credit habits, reducing or eliminating debts, and banking benefits. Unbanked clients learn key financial terms and processes related to lending, those institutions' duties, and credit scoring. While CICD does not offer credit building products, during credit counseling clients are presented with multiple products available from other entities, including financial institutions, that meet their individual needs. Client credit scores are used for a discussion and review of expenses and spending habits to produce financial accountability and stabilization for future saving needs. This practice can help LMI households improve their financial stability and credit score, preparing them to participate in the pre-purchase program in the future.

Marketing and Outreach

In addition to its current outreach activities discussed above, CICD will work with the SOLVR Group, a local consulting company, to develop and implement a marketing and outreach strategy to increase awareness of their pre-purchase counseling services, the homeownership opportunities available in Decatur, highlight Homebuyer Ecosystem partners, including the City of Decatur, and bring clients into the Homebuyer Ecosystem. The Homebuyer Ecosystem coordinator will act as the point of contact with SOLVR, to direct their actions and will implement aspects of the strategy that can be directly handled by CICD.

CICD has held a preliminary meeting with the SOLVR Group to discuss likely campaigns and receive an estimated cost for a marketing and outreach strategy. SOLVR has recommended two primary campaigns for the needed marketing and outreach strategy, a media campaign to be handled by SOLVR with CICD's approval and oversight, and a collateral campaign consisting of designing printed materials (including fliers and cards), email, online templates, and links for posting on partners' websites, and other content and graphics to be distributed and handled by CICD. SOLVR is based in Decatur and has worked on campaigns for local businesses, government agencies, and non-profits, making it familiar with the market and constituents that CICD needs to reach for participation in the Homebuyer Ecosystem.

Implementation and Timeline

Counseling Program Expansion

To increase the capacity of its housing counseling program and allow CICD to act as manager of the Homebuyer Ecosystem, CICD will hire a Homebuyer Ecosystem coordinator in the first half of 2023. The coordinator will take on an administrative role for the housing counseling program and CICD's role in the ecosystem. The coordinator's duties will include:

- Understanding the Homebuyer Ecosystem network and members and acting as point of contact for partners and clients seeking information about the Ecosystem;
- Managing relationships with organizations within the Homebuyer Ecosystem;
- Reviewing and submitting reports on CICD's housing counseling program;
- Managing the Homebuyer Ecosystem data dashboard hosted by the City of Decatur, and
- Coordinating development and implementation of a marketing and outreach strategy;

The coordinator will become a HUD-certified counselor with an expected timeline of 6 months for passing the certification exam. Their primary responsibilities will be as listed above but this certification will ensure a full understanding of CICD's counseling program and its offerings and will also allow them to fill in for CICD's full time counselor as needed and cover any demand overflow as the program continues to expand.

With the planned investments and expansion, demand for counseling services is likely to expand beyond what the coordinator and CICD's current HUD-certified housing counselor are able to manage. After two consecutive months during which CICD initiates pre-purchase education for 20 clients or more, CICD will hire an intake specialist. The intake specialist's duties will include:

- Acting as first point of contact for CICD's clients;
- Scheduling client counseling sessions;
- Entering client data into CICD's Client Management System (CMS);
- Assisting with reports on CICD's housing counseling program;
- Co-hosting pre-purchase education workshops and other events and meetings; and
- Assisting with CICD's social media presence and other event marketing.

The duties that will be assigned to the intake specialist are currently handled by CICD's housing counselor. Reassigning this work will make it possible for the housing counselor to spend more of their time directly serving clients. To continue the growth of the housing counseling program, the intake specialist will also be provided the resources to become a HUD-certified counselor with an expected timeline of 6 months for passing the certification exam. With both the coordinator and intake specialist HUD-certified, the primary counselor will have enough support to meet the demand for both group and individual counseling.



CICD's current housing counselor will be responsible for coordination and provision of the pre-purchase homebuyer education, individual pre-purchase counseling, and individual credit counseling, with assistance being provided by the coordinator and intake specialist as indicated above. In addition to hosting education and counseling sessions their duties include case management, record keeping, and client follow.

CICD has entered into a contract with eHome America to increase the availability and flexibility of homebuyer education under its housing counseling program. As mentioned above, eHome America allows households to complete the pre-purchase coursework within their own schedule and at their own pace. CICD will direct households that are better prepared for the homeownership process and require less direct attention to the eHome America platform, as well as households who cannot otherwise attend CICD's workshops. CICD expects 25% of the households participating in workshops to engage through eHome America.

With the addition of the additional staff and the new contract with eHome America, CICD can provide counseling services to 20 households in 2023, which based upon NeighborWorks America's estimates, will produce enough mortgage ready households to purchase 5 homes rehabbed by CILBA and the city, and can increase the number of households served through the pre-purchase program to 128 in 2024, producing enough mortgage ready homes to purchase 16 rehabbed homes.

In order to meet these projected goals and see continued growth of the program, CICD will be dependent on the other organizations participating in the Homebuyer Ecosystem. The City's Ecosystem map includes itself, banks, the Decatur Housing Authority, and others as organizations that will feed clients into the ecosystem, provide credit building and mortgage products that meet client needs, and develop the local housing stock. CICD believes a marketing and outreach campaign can increase interest in homeownership in Decatur, and will focus its increased capacity on meeting the needs of households seeking pre-purchase education and counseling but cannot ensure that marketing alone will provide the numbers of clients to meet the needs of the ecosystem or that other members of the ecosystem meet their responsibilities. In particular, the willingness of other ecosystem members to direct their clients to CICD and to make the necessary financial products available are critical for the development of a pipeline of mortgage ready households. CICD would like to ensure that the City maintains continued active participation and partnership with CICD to ensure other members of the Ecosystem understand their roles and responsibilities, and request that the City clearly communicate across the Ecosystem CICD's role as managers of the Ecosystem.

Marketing

As discussed above in its program description, CICD is currently in the practice of providing information through its website and social media pages about group education classes. To expand awareness of counseling services offered by CICD and homeownership opportunities in Decatur, CICD will implement two campaigns designed in coordination with the SOLVR Group. Design and initial rollout of the campaigns will take about one month once approval is provided to SOLVR. They have provided a quote of \$6,855 for the development of both campaigns.

The first campaign will include the development of ads and copyright, as well as their distribution across media platforms to include digital, billboard, bus, and radio. For this campaign, SOLVR will be responsible for developing the ads and negotiating media buys under the supervision of the Homebuyer Ecosystem coordinator. To provide a sustained yearlong marketing and outreach campaign, SOLVR has recommended a media budget of up to \$30,000.

The second campaign will include the development of printed and digital marketing material to be shared by CICD and its partners in the Homebuyer Ecosystem. The Homebuyer Ecosystem coordinator will be responsible for sharing these materials across CICD's social media platforms as well as in person. The coordinator will also work with large employers in Decatur to share the developed materials with their employees, and provide them to other members of the Homebuyer Ecosystem so the materials can be shared with their clients.

Budget

CICD requests an amount up to \$169,505 for Fiscal Year 2023, \$130,085 for 2024, and \$133,930 for 2025 to allow for the hiring of a Homebuyer Ecosystem coordinator and an intake specialist to the staff and to implement a marketing and outreach campaign to bring clients into the Homebuyer Ecosystem. The amount up to \$169,505 in FY'23 will be used to cover the salary and fringe for the Homebuyer Ecosystem coordinator and intake specialist, as well as the necessary office technology for the positions, including computers, monitors; licenses for software, including Zoom and CICD's CMS; HUD certification training courses for the Homebuyer Ecosystem coordinator and intake specialist, reimbursement for the sign-on fee paid to eHome America; and the development and implementation of a marketing and outreach strategy. CICD requests approval of up to \$69,400 for the Homebuyer Ecosystem coordinator's salary and fringe but will seek to hire a candidate within a cost range of \$63,700 to \$69,400, with the final salary being based on qualifications and experience. With respect to the marketing and outreach campaign, CICD recommends approval of a budget up to the amount provided below, with invoices for media buys being paid after negotiation takes place. The amounts up to \$130,085 in FY'24 and the \$133,930 in FY'25 will cover the salary and fringe for the Homebuyer Ecosystem coordinator and the intake specialist, as well as licenses for necessary software.

These grant funds will be used to get the program off the ground in the first three fiscal years. Contingent on its ability to secure funding from other sources, CICD will work to maintain its expanded program in collaboration with the City's Homebuyer Ecosystem in subsequent years. To support the growth of its housing counseling program, CICD has already requested and received an increase in its Comprehensive Housing Counseling grant program allocation.

CICD would like to revisit this program with the City at the end of the second year to discuss a continuation of funding past the third year based on the performance of CICD and the Ecosystem at large. The metrics that should be considered in evaluating CICD's performance and the Ecosystem's effectiveness include: households that completed pre-purchase education through all platforms; households that received their Home Buyer Education Certificate; households that improved their financial capacity (e.g., increased discretionary income, decreased debt load, increased savings, increased credit score), and how many households received a mortgage and purchased a home.

CICD's pre-purchase program will provide a small stream of revenue that can be used to support the program. CICD will charge a fee to clients seeking homeownership and pre-purchase counseling activities based on our fee policy, with income and family size as the determining factors. The counseling fees are based on whether it will present an undue hardship on the client, and it will be at the discretion of the agency's Housing Counselor to waive fees. All pre-purchase clients will be charged a fixed rate fee for credit reports as part of their initial session. CICD's contract with eHome America will also generate a small amount of revenue for the program each year. The income generated by fees charged to clients will be modest, and as a result, used to cover the expenses incurred through operation of the program, including class materials and office supplies.

Fiscal Year	Description	Expense
2023	Homebuyer Ecosystem Coordinator Salary & Fringe*	\$69,400
	Intake Specialist Salary & Fringe*	\$55,000
	Office Technology for New Staff	\$5,000
	eHome America Sign-On Fee Reimbursement	\$1,000

	Software Licenses for New Staff	\$1,950
	HUD-Certification Training Fees	\$300
	Marketing and Outreach Budget	\$36,855
	2023 Total	\$169,505
2024	Homebuyer Ecosystem Coordinator Salary & Fringe	\$71,485
	Intake Specialist Salary & Fringe	\$56,650
	Software Licenses for New Staff	\$1,950
	2024 Total	\$130,085
2025	Homebuyer Ecosystem Coordinator Salary & Fringe	\$73,630
	Intake Specialist Salary & Fringe	\$58,350
	Software Licenses for New Staff	\$1,950
	2025 Total	\$133,930
	Total Request	\$433,520

*Annual salaries and fringe to be pro-rated based on time of hiring.

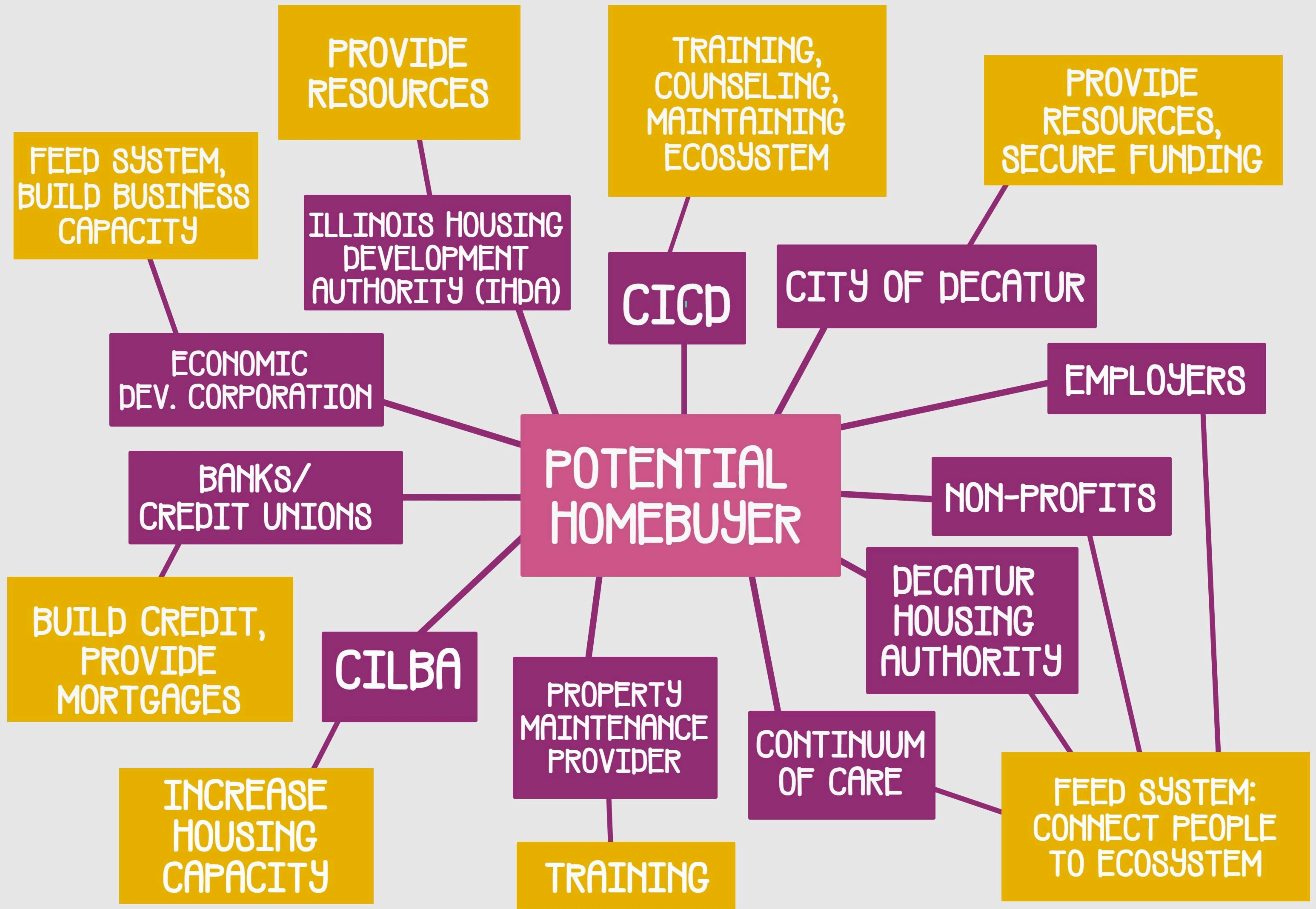
Termination Clause

CICD recommends inclusion of a termination clause in any agreement entered into between the City and CICD for funding of CICD's activities within the Homebuyer Ecosystem. The termination clause should allow either party to terminate the relationship established for funding this program if it is found to be unworkable. A minimum notice period of 60-day should be included for termination of the agreement.

Conclusion

The mission of CICD's housing counseling program is to "assist families in researching, purchasing, and maintaining decent and affordable housing." The impact we have had on our community is evident in the consistent decline in the number of foreclosure judgments and the positive outcomes demonstrated by residents pursuing homeownership. Receiving the resources needed to participate in the Decatur's Homebuyer Ecosystem would allow CICD to adapt to the most pressing needs of the community it serves. We look forward to the opportunity to work with the City of Decatur to increase local homeownership.

DECATUR HOMEBUYER ECOSYSTEM



Public Works

DATE: 8/11/2023

MEMO: 2023-83

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:

Ordinance Prohibiting the Use of Groundwater as a Potable Water Supply by the Installation or Use of Potable Water Supply Wells or by any Other Method within a Certain Area of Decatur, Former Decatur Manufactured Gas Production Site 515 East Main Street

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the following:

1. A Ground Water Ordinance prohibiting the use of groundwater as a potable water supply for the designated area south and west of a former manufactured gas plant located at 515 East Main Street.
2. A Resolution authorizing a Highway Authority Agreement and Environmental Indemnity Agreement between the City of Decatur and Ameren Illinois for portions of the City right of way on Wood Street and Industry Court.

BACKGROUND:

City staff was contacted by Ameren Illinois regarding their remediation efforts resulting from soil contamination associated with the operation of a former manufactured gas plant. The contaminants identified in the Highway Authority Agreement extend beyond the property located at 515 East Main impacting both ground water and soil. The contaminated soil at the site has been removed.

Ground Water Ordinance:

A Ground Water Ordinance is a tool used by the Illinois Environmental Protection Agency (IEPA) to remediate properties where soil and ground water under the site have been contaminated by chemicals. The ordinance prohibits the use of groundwater as a potable water supply for the area identified in the ordinance as having the maximum potential for ground water contamination from the site.

The major benefit of a ground water ordinance is that it serves to keep contaminated water isolated underground and not allow it to be used for human consumption or come in contact with people or animals. The ground water use prohibition area is served by the City's public water supply, so the

prohibition will not create a hardship for area residents or businesses.

The State of Illinois maintains databases with water well information. No known wells are located within the proposed ground water ordinance area. All properties within the area are served by City water. City water services the entire area so future wells will not be needed.

The City maintains the location of ground water use restriction areas on its geographic information system (GIS) and all ordinances are provided on the IEPA website. This information is shared with the Macon County Health Department which is the agency in the County that permits well installation. Frequently asked questions are attached hereto as Appendix A for the information of the City Council.

Highway Authority Agreement:

A Highway Authority Agreement is one of the tools used by the IEPA to remediate properties where soil and ground water have been contaminated beyond the site controlled by the property owner. This Agreement enables the property owner to obtain institutional control of those properties that may be impacted by the subsurface contaminants that have extended beyond their property. Institutional controls place a deed restriction that prohibits the City from allowing the groundwater under the identified area to be used as a potable supply of water and will limit access into the soil by means of excavations. The current Agreement places a restriction on a portion of the Wood Street and Industry Court right of way south of the Ameren property at 515 East Main Street. This area is delineated on a map attached to the proposed agreement.

Because the Highway Authority Agreement removes some of the City's control over the affected right of way, the City has required Ameren to provide a supplemental agreement in the form of an Environmental Indemnification Agreement that will be simultaneously executed with the Highway Authority Agreement.

Some of the benefits of entering into a Highway Authority Agreement (HAA) and Environmental Indemnification Agreement (EIA) are:

1. The owner is notifying the City of the presence of contaminated soil and ground water in the right of way and is taking responsibility for it. Without an agreement the City may have no idea of the extent of contamination and may have difficulty locating and working with the responsible party if an excavation is necessary. (See attached HAA)
2. The owner gives the City a legal release from liability and indemnifies the City for claims that may arise. (See attached EIA)
3. If additional maintenance is required on the right of way for it to act as a barrier, the property owner will pay for such additional requirements. (See attached EIA)
4. If excavation is made through contaminated soil, the owner will reimburse or handle the added costs involved with properly dealing with the hazardous material. (See attached EIA)
5. This agreement is a step toward getting property with contamination problems back into productive use within the restrictions placed upon it by the IEPA. (See attached HAA)

A major drawback to the companion agreements is the control the IEPA could potentially exercise

to enforce the Highway Authority Agreement provisions on the City if Ameren became unable to hold to its obligations.

SCHEDULE: The ordinance will take effect upon the signature of the Mayor.

LEGAL REVIEW: The Ordinance and Agreements have been reviewed by the Legal Department.

PRIOR COUNCIL ACTION:

There have been no prior Council actions regarding ground water contamination or soil contamination for the former manufactured gas plant located at 515 East Main Street.

Prior Council Action on Ground Water Ordinances:

Since 2002, the City Council has authorized 24 ground water ordinances at various locations in the City.

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

INPUT FROM OTHER SOURCES: Ameren Illinois, Legal Department

STAFF REFERENCE: Jon Kindseth, Deputy City Manager, Matt Newell, Public Works Director. Matt Newell will attend the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS:

Budget and staff time is negligible for this action.

ATTACHMENTS:

Description	Type
A Ground Water Ordinance Prohibiting the Use of Groundwater as a Potable Water Supply for the Designated Area South and West of a Former Manufactured Gas Plant Located at 515 East Main Street	Ordinance
FAQ	Backup Material

ORDINANCE NO. _____

**ORDINANCE PROHIBITING THE USE OF GROUNDWATER
AS A POTABLE WATER SUPPLY BY THE INSTALLATION OR USE OF POTABLE
WATER SUPPLY WELLS OR BY ANY OTHER METHOD WITHIN A CERTAIN
AREA IN THE CITY OF DECATUR
FORMER DECATUR MANUFACTURED GAS PRODUCTION SITE
515 EAST MAIN STREET**

WHEREAS, certain property within the City of Decatur, Illinois (the "City") located at 515 East Main Street, has been used over a period of time for commercial or industrial purposes; and,

WHEREAS, because of said use, concentrations of certain chemical constituents in the groundwater beneath the City may exceed Class 1 groundwater quality standards for potable resource groundwater as set forth in 35 Illinois Administrative Code 620 or Tier 1 remediation objectives as set forth in 35 Illinois Administrative Code 742; and,

WHEREAS, the City of Decatur desires to limit potential threats to human health from groundwater contamination while facilitating the redevelopment and productive use of properties that are at or around the source of said chemical constituents.

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

Section 1. The use or attempt to use groundwater as a potable water supply from within the area described in Exhibit A and depicted on Exhibit B, attached hereto and made a part of this Ordinance, by the installation or drilling of wells or by any other method is hereby prohibited. This prohibition expressly includes the City of Decatur.

Section 2. Any person violating the provisions of this ordinance shall be subject to a fine of up to Five Hundred Dollars (\$500.00) for each violation.

Section 3. The following terms shall have the definitions set forth below:

"Person" is any individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, or any other legal entity, or their legal representatives, agents or assigns.

"Potable Water" is any water used for human or domestic consumption, including, but not limited to, water used for drinking, bathing, swimming, washing dishes, or preparing foods.

Section 4. All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed by this Ordinance insofar as they are in conflict with this Ordinance.

Section 5. If any provision of this Ordinance or its application to any person or under any circumstances is adjudged invalid, such adjudication shall not affect the validity of the Ordinance as a whole or of any portion not adjudged invalid.

Section 6. That this Ordinance shall become in full force and effect from and after its passage and approval in the manner provided by law.

PRESENTED, PASSED, APPROVED AND RECORDED this ____ day of _____, 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM L. ALTHOFF, CITY CLERK

PUBLISHED this ____ day of _____, 2023.

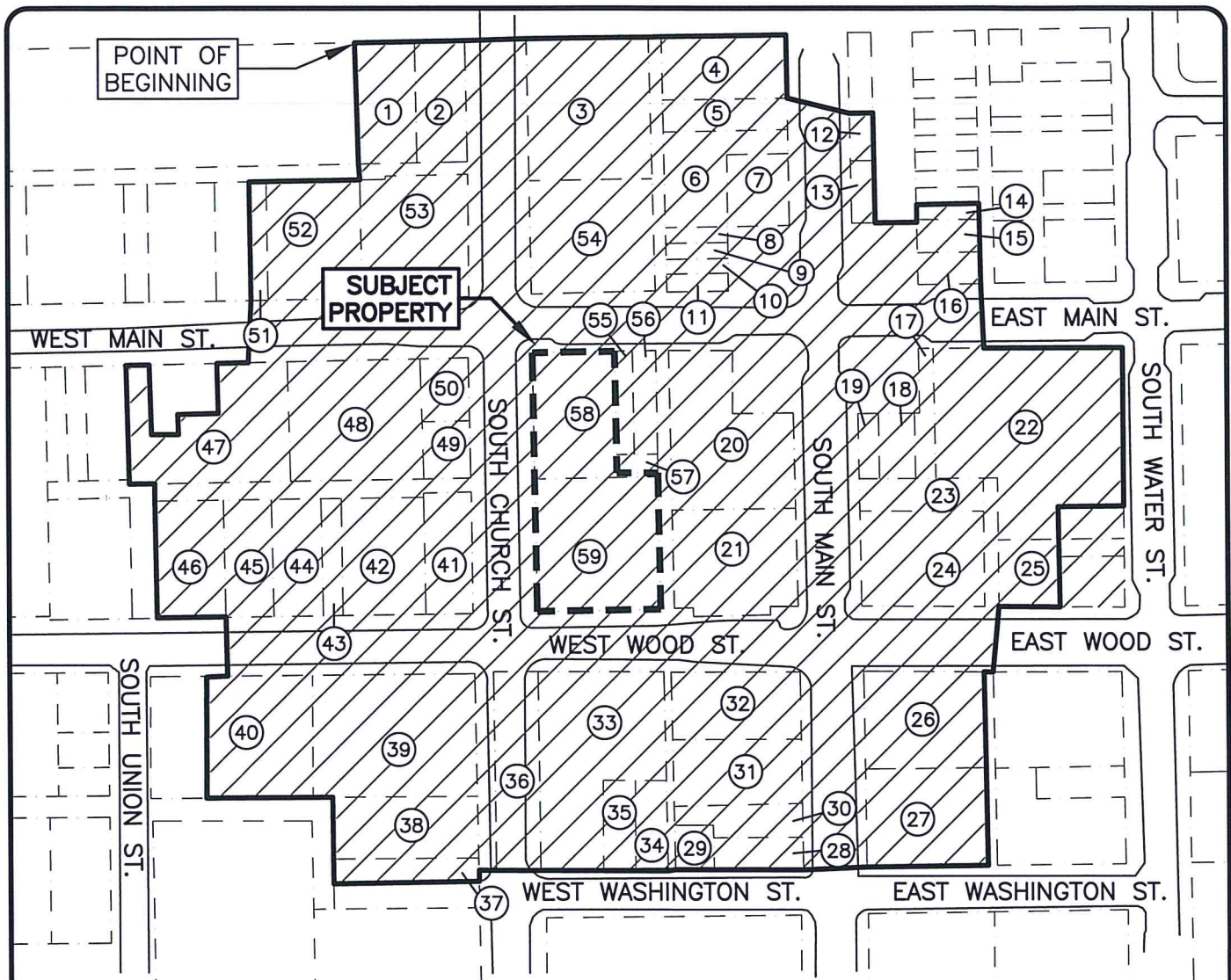
KIM L. ALTHOFF, CITY CLERK

Exhibit A: Legal Description

Beginning at a point on the South line of West Prairie Avenue 5.0 feet East of the Northwest corner of Lot 2 in Block 5 of William Bandy's Addition to the City of Decatur, the Plat of which is recorded in Book G on page 30 of records in the Recorder's Office of Macon County, Illinois; thence East, along the South line of West Prairie Avenue a distance of 533 feet, more or less, to the West line South Main Street (U.S. Bus Rte 51); thence South, along the West line of South Main Street, a distance of 80 feet to the Southeast corner of premises conveyed to the Decatur Mental Health Center by Deed recorded in Book 2655 on page 654 in said Recorder's Office; thence easterly a distance 82 feet, more or less, to the East line of South Main Street (U.S. Bus Rte 51) to a point 100 feet South of the South line of West Prairie Avenue; thence East, parallel with the South Line of said West Prairie Avenue a distance of 28 feet, more or less, to a point on the West line of North Merchant Street; thence South, along the West line of North Merchant Street, a distance of 136 feet; thence East a distance of 54 feet, more or less, to the Southwest corner of Lot 12 in Block 2 of Franklins Priest's Resurvey of Lots 5, 6, and 7 in Block of the Town of Decatur, as per Plat recorded in Book U page 316 in said Recorder's Office; thence North, along the East line of said North Merchant Street, a distance 20 feet to the northwest corner of said Lot 12 in Block 2 of Franklin Priest's Resurvey; thence East, along the North line of said Lot 12, a distance of 76 feet to the Northeast corner of said Lot 12; thence South, along the East line of said Lot 12 and along the southerly extension of said East line, a distance of 178 feet, more or less, to the South line of East Main Street; thence East, along the South line of said East Main Street a distance of 175 feet, more or less, to the West line of South Water Street; thence South along the West line of said South Water Street a distance of 320 feet, more or less, to the North line of East Wood Street; thence West along the North line of said East Wood Street a distance of 152 feet; thence southerly a distance of 82 feet, more or less, to its intersection with the South line of said East Wood Street and the East line of a North/South Alleyway running through Block 3 of South Addition to the City of Decatur, the Plat of which is recorded in Book G page 553 in said Recorder's Office; thence West along the South line of said East Wood Street a distance of 12 feet, more or less, to the West line of said Alleyway; thence South along the West line of said Alleyway a distance of 240 feet, more or less, to the North line of East Washington Street; thence West along the North line of said East Washington Street and along the North line of West Washington Street a distance of 632 feet, more or less, to the West line of South Church Street; thence South along the West line of South Church Street a distance of 18 feet, more or less, to the South line of the North 22.75' of Lot 2 in Block 4 of Kaufman's Addition to Decatur, said point being 255.55 feet South of the Northeast corner of Lot 1 in Block 1 of said Kaufman's Addition to Decatur; thence West along said South line of the North 22.75' of Lot 2 in Block 4 of Kaufman's Addition to Decatur a distance of 182 feet, more or less, to the East line of an existing Alleyway running North/South through said Block; thence North along the East line of said Alleyway, a distance of 100.8' to the North line of an existing East/West Alleyway running through said Block; thence West along the North line of said East/West Alleyway, a distance of 128 feet to the Southeast corner of lot 1 in Block 2 of said Kaufman's Addition to Decatur; thence North along the East line of said Lot 1 a distance of 150 feet, more or less, to the South line of said West Wood Street; thence East along the South line of said West Wood Street a distance of 22 feet, more or less, to its intersection with the southerly extension of the East line of Lot 10 in Block 4 of William Bandy's Addition to the City of Decatur; thence north along said southerly extension a distance of 80 feet, more or less, to the Southeast corner

Exhibit A: Legal Description

of said lot 10; thence West along the North line of said West Wood Street, a distance of 82.5 feet to the Southwest corner of Lot 9 in Block 4 of said Kaufman's Addition to the City of Decatur; thence North along the West line of said Lot 9 and said line extended North a distance of 162 feet, more or less, to the North line of an East/West Alleyway in said Block 4; thence West along the North line of said East/West Alleyway a distance of 30 feet, more or less, to the West line of South Union Street (now vacated) as shown on said Kampmeier's Addition; thence North along the West line of said South Union Street (now vacated) a distance of 148 feet, more or less, to the South line of West Main Street; thence East along the South line of said West Main Street a distance of 30 feet to the Northwest Corner of Lot 1 as designated upon said Kampmeier's Addition; thence South along the West line of said Lot 1 a distance of 83.38 feet; thence East along the South line of said Lot 1 a distance of 32.9 feet; thence North along an easterly line of said Lot 1 a distance of 23.04 feet; thence East along the South line of said Lot 1 a distance of 48.06 feet; thence North along the East line of said Lot 1 a distance of 60.34 feet to the South line of West Main Street; thence East along the South line of said West Main Street a distance of 41 feet, more or less, to the southerly extension of the East line of Lot 11 in Block 5 of William Bandy's Addition to the City of Decatur; thence North along said southerly extension of the East line of Lot 11 in Block 5 as designated upon William Bandy's Addition to the City of Decatur and along the East line of said Lot 11 a distance of 225 feet, more or less, to the Northeast corner of said Lot 11 and to the South line of an East/West Alleyway in said Block; thence East along the South line of said Alleyway, a distance of 132 feet more or less, to the southerly extension of a line that is 5 feet East of the West line of lot 2 in Block 5 of said William Bandy's Addition to the City; thence North along said Southerly extension and along a line that is 5 feet East of the West line of lot 2 in Block 5 of said William Bandy's Addition to the City, a distance of 170 feet, more or less, to the North line of said Lot 2 and to the point of beginning; situated in the City of Decatur, the County of Macon and the State of Illinois; containing 22 acres more or less.



PROPOSED GROUNDWATER USE
ORDINANCE AREA

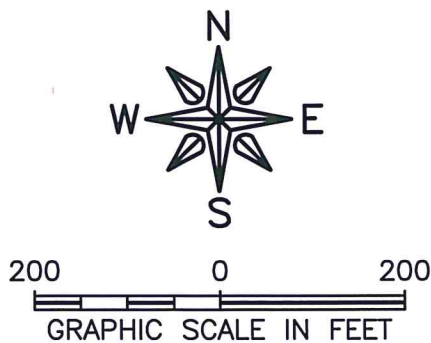


EXHIBIT B

PROPOSED GROUNDWATER USE ORDINANCE DECATUR, ILLINOIS 62523

1/23/2020

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

ILLINOIS
IOWA
WISCONSIN

PLOT DATE: 1/23/20

G:\C3D\18\18-295\Exhibits\18-295_BASE MAP.dwg, GW ORDINANCE (3)

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Exhibit B: Affected Parcels

Map Identifier	Parcel Identification Number	Parcel Address
1	04-12-15-279-019	No Common Address Listed
2	04-12-15-279-008	201 West Prairie Street
3	04-12-15-280-001	151 West Prairie Street
4	04-12-15-280-003	147 North Main Street
5	04-12-15-280-004	145 North Main Street
6	04-12-15-280-010	141 North Main Street
7	04-12-15-280-011	117 North Main Street
8	04-12-15-280-006	113 North Main Street
9	04-12-15-280-007	111 North Main Street
10	04-12-15-280-008	105 North Main Street
11	04-12-15-280-009	101 North Main Street
12	04-12-15-281-002	136 North Main Street
13	04-12-15-281-003	102 East Main Street
14	04-12-15-282-012	118 North Merchant Street
15	04-12-15-282-013	112 North Merchant Street
16	04-12-15-282-014	100 North Merchant Street
17	04-12-15-285-003	117 East Main Street
18	04-12-15-285-002	107 East Main Street
19	04-12-15-285-001	124 South Main Street
20	04-12-15-284-011	101 South Main Street
21	04-12-15-284-010	141 South Main Street
22	04-12-15-285-018	135 East Main Street
23	04-12-15-285-019	134 South Main Street
24	04-12-15-285-021	140 East Wood Street
25	04-12-15-285-013	136 East Wood Street
26	04-12-15-431-006	201 South Water Street
27	04-12-15-431-002	No Common Address Listed
28	04-12-15-428-011	241 South Main Street
29	04-12-15-428-007	No Common Address Listed
30	04-12-15-428-012	237 South Main Street
31	04-12-15-428-009	225 South Main Street
32	04-12-15-428-013	105 West Wood Street
33	04-12-15-428-002	151 West Wood Street
34	04-12-15-428-005	136 West Washington Street
35	04-12-15-428-004	No Common Address Listed
36	04-12-15-428-001	No Common Address Listed
37	04-12-15-426-010	No Common Address Listed
38	04-12-15-426-009	No Common Address Listed
39	04-12-15-426-008	225 West Wood Street
40	04-12-15-426-004	No Common Address Listed
41	04-12-15-283-012	137 South Church Street

Exhibit B: Affected Parcels

42	04-12-15-283-011	No Common Address Listed
43	04-12-15-283-010	230 West Wood Street
44	04-12-15-283-009	240 West Wood Street
45	04-12-15-283-008	260 West Wood Street
46	04-12-15-283-007	274 West Wood Street
47	04-12-15-283-001	279 West Main Street
48	04-12-15-283-004	239 West Main Street
49	04-12-15-283-006	No Common Address Listed
50	04-12-15-283-005	No Common Address Listed
51	04-12-15-279-012	252 West Main Street
52	04-12-15-279-013	228 West Main Street
53	04-12-15-279-014	200 West Main Street
54	04-12-15-280-002	160 West Main Street
55	04-12-15-284-002	141 West Main Street
56	04-12-15-284-003	135 West Main Street
57	04-12-15-284-004	131 West Main Street
58	04-12-15-284-001	151 West Main Street
59	04-12-12-284-005	142 West Wood Street

Appendix A
Frequently Asked Questions
About
Tiered Approach to Corrective Action Objectives (TACO)
-
Ground Water Ordinances
(Revised July 30, 2013)

Background: The soil under many existing and former service stations is often contaminated with gasoline or the various chemical components of gasoline. The original source of the soil contamination may be from leaking underground storage tanks or from spills that may have occurred over time. Contamination may have spread into the soil under other properties including adjacent highways or streets. The Illinois Pollution Control Board has established rules for correcting or managing the soil contamination both on the service station site and on the adjacent public streets. These rules often result in the implementation of a Ground Water Ordinance along with other options.

1. What is a TACO Agreement?

A Tiered Approach to Corrective Action Objectives or “TACO” is a method used by the Illinois Environmental Protection Agency (IEPA) for developing remediation objectives for contaminated soil and groundwater resulting from leaking underground storage tanks. These remediation objectives generally take the form of Highway Authority Agreements or Ground Water Ordinances. They protect human health and take into account site conditions and land use. Remediation objectives generated by TACO agreements are risk-based and site-specific.

2. Does the City currently enter into Highway Authority Agreements?

Over the past several years, the IEPA has modified the required language in its Highway Authority Agreements. A major change was to increase the City’s responsibility and liability over contamination that may enter its right of way from adjacent properties. Although supplemental agreements may be enacted to place requirements on the owner of the contaminated property, through the Highway Authority Agreement as currently written, the IEPA may still require the City to bear the ultimate liability for contamination in its right of way. At this time, City staff is recommending against entering into Highway Authority Agreements.

3. How can TACO help property owners?

Previously, the IEPA used conservative "one-size-fits-all" remediation objectives at nearly every site. Baseline remediation objectives still exist, but other practical options also protective of human health have been added. TACO agreements provide flexibility to site owners and operators in developing site-specific remediation objectives. It's now the site owners and operators who decide how best to manage their sites within TACO guidelines. However, this determination of site-specific remediation objectives is subject to IEPA approval and also the approval of the owners of any affected properties.

4. What is the City's Obligation under a Ground Water Ordinance?

In order to protect public health, the City must prohibit new drinking water wells from tapping into groundwater within an area determined by the IEPA following an in depth ground water review by an engineer. Normally the IEPA's rules do not require existing wells to be closed unless they have become contaminated. Since the City has a public water supply, this prohibition is not usually a hardship.

5. What benefit does the City of Decatur gain by enacting a Ground Water Ordinance?

1. Public health is protected by prohibiting the use of ground water from contaminated sites.
2. Redevelopment of "brownfield" sites is facilitated, thereby returning them to productive use.
3. By exercising choices provided by TACO rules, site owners and operators may reduce remediation costs, return more sites to productive use, hasten property redevelopment, and still fully comply with environmental laws and regulations.

6. Can the City establish rules more strict than those imposed by the IEPA?

The City is generally able to establish rules that are equal to or greater than those established by the IEPA. The legality of additional rules will likely vary depending on the desired measure and should in each circumstance be addressed by the Corporation Counsel. The Ground Water Ordinance used by the City is a "typical" document required by the IEPA. The City is able to add conditions and requirements through separate agreements such as removal of some or all contaminated soil, the payment of fees, liability indemnification, etc.

7. Is the owner of the contamination source obligated to address the contamination issue?

Yes, the IEPA requires all contamination sources be addressed and remediated in some fashion. Remediation options range from the total removal of the contaminated material to isolating it or to requiring no action at all. The IEPA requires that the issue be addressed and resolved before any development or redevelopment of the property. Until the IEPA signs off on the remediation plan proposed by a property owner, the property is essentially in limbo and of no realistic value.

8. Can the City force the owners of a contamination source to clean up the right of way and remove all contaminated soil?

The owner of a leaking underground gas tank or other contamination source is obligated by the IEPA to remediate the contamination which can include removal. In the past it has been successfully argued that removal of contaminated material from the right of way is impractical. It may require a significant amount of legal effort and cost to force the removal of all contaminated material from the right of way due to the significant costs involved. The courts would likely make the ultimate determination as to whether it is practical or not to complete such a removal effort.

9. If the City can require the owner of a contamination source to clean it up, why not do so and clean up the right of way?

There are several reasons not to force the removal of all contamination from the City's right of way:

1. In some cases, the contamination may not have actually encroached into the right of way but it may be projected by a computer model to be “likely” to enter the right of way by ground water migration in the coming years.
2. The IEPA has determined that in many cases, contaminated soils are sufficiently isolated within the right of way that they do not pose a significant threat to human health or the environment which renders full removal unnecessary.
3. In the past, removal of contaminated soil from the right of way has been considered to be impractical. It may require significant legal expense to force removal.
4. Removing contaminated soil from the right of way can be a great expense to the owner of the contamination source and the Leaking Underground Storage Tank Fund (LUST), a significant disruption to the public with the removal of potentially vast amounts of roadway and associated utilities. There is the potential of great expense for relatively little gain.

10. What are the penalties for future occurrences?

Generally, the IEPA levies no penalties if the spill is cleaned up. If a timely cleanup does not occur the penalties can be stiff with fines of up to \$10,000 per day since the violation began.

11. How is a ground water ordinance enforced? How do property owners know that they cannot drill potable water wells in areas covered by a Ground Water Ordinance?

Enforcement is a difficult issue and one that the IEPA does not directly address. With the vast majority of Decatur being served by its municipal water system, potable water wells are not common in the City although they are present at various locations. The City is not involved with licensing or permitting potable water well installation.

The Macon County Health Department authorizes all potable water wells that are installed in Macon County. Section I of the Macon County Water Well Permit and Water Supply Ordinance states:

“In those locations where a public water supply is reasonably available, that supply shall be the sole source of water for drinking and culinary purposes.”

The Health Department will contact the City with any requests for potable water wells within City limits; such requests are very rare due to the availability of the City’s public water supply. The City shows the Ground Water Ordinance areas on its Geographic Information System (GIS) in order to identify and track the areas.

The Health Department is concerned that wells are occasionally installed without proper permits. The City’s Ground Water Use Ordinance specifies a \$500 per violation fine for any potable water wells drilled in a prohibited area. As the number of Ground Water Ordinances enacted by the City increases it becomes increasingly desirable, from an enforcement standpoint, to enact an ordinance prohibiting any new potable water wells within the City limits. This is a topic for further review.

12. Is the contamination source removed? How much of the contaminated soil is removed?

The starting point of a remediation process is the removal of the source of contamination. The source is not always a leaking storage tank but may include leaking pipes or an accumulation of spills over time.

When a spill or a leak occurs, the soil around the leak becomes saturated with gasoline or oil. This is called the “soil saturation limit” when the soil is not simply damp with gasoline but is suspended in the liquid similar to a very wet mud. The saturated area is a source of contamination that is normally removed along with the leaking tank or as part of the cleanup process. The area that is not saturated but does have some of the gas absorbed into it is normally allowed to remain with a barrier placed over it to keep it from coming into contact with people. This barrier may be pavement, a Ground Water Ordinance, a Highway Authority Agreement or some other form of remediation.

13. Why doesn't the City implement a City-wide ground water use ordinance?

In the past, the City has explored implementing a city-wide ground water use ordinance. At the time, concerns were raised regarding areas in the City that are not served by City water. A city-wide ground water use ordinance would prohibit new drinking water wells from tapping into groundwater anywhere within the City limits. There are numerous locations within the corporate limits that are not served by City water. A ground water use ordinance would not require existing wells to be closed unless they have become contaminated but if problems arose with the well or it becomes dry, a new well could not be installed within the city limits. It was determined that a sizeable number of City properties without close access to City water would be adversely affected and it was therefore determined not to proceed with the city-wide ordinance.

Public Works

DATE: 8/11/2023

MEMO: 2023-83

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:

A Resolution Authorizing a Highway Authority Agreement and Environmental Indemnity Agreement between the City of Decatur and Ameren Illinois for portions of the City right of way on Wood Street and Industry Court.

ATTACHMENTS:

Description	Type
Resolution Authorizing a Highway Authority Agreement and Environmental Indemnity Agreement between the City of Decatur and Ameren Illinois for Portions of the City Right of Way on Wood Street and Industry Court	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF A HIGHWAY AUTHORITY
AGREEMENT AND AN ENVIRONMENTAL INDEMNITY AGREEMENT BETWEEN
THE CITY OF DECATUR AND AMEREN ILLINOIS
515 EAST MAIN STREET**

WHEREAS, Ameren Illinois is the owner of the property at 515 East Main Street (Property), has requested that the City of Decatur adopt a Highway Authority Agreement for the Property; and

WHEREAS, the Illinois Environmental Protection Agency requires the use of a standard Highway Authority Agreement (HAA); and

WHEREAS, the City of Decatur is unwilling to approve the standard HAA form in absence of the simultaneous execution and adoption of a recordable Environmental Indemnity Agreement; and

WHEREAS, Ameren Illinois has agreed to execute a recordable Environmental Indemnity Agreement to provide protection to the City of Decatur not contained within the HAA.

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

Section 1. That the Mayor and City Clerk are hereby authorized to execute the Highway Authority Agreement presented to the Council herewith as Exhibit A and made a part hereof.

Section 2. That the Mayor is hereby authorized to execute the Environmental Indemnity Agreement presented to the Council herewith as Exhibit B and made a part hereof.

PRESENTED AND ADOPTED this 2nd day of October 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

Exhibit A

Highway

Authority

Agreement



Illinois Environmental Protection Agency

Bureau of Land • 1021 N. Grand Avenue E. • P.O. Box 19276 • Springfield • Illinois • 62794-9276

HIGHWAY AUTHORITY AGREEMENT

This Agreement is entered into this 2nd day of October, 2023 pursuant to 35 Ill. Adm. Code 742.1020 by and between the (1) Ameren Illinois ("Property Owner") [or, in the case of a petroleum leaking underground storage tank (UST), the owner/operator of the tank ("Owner/Operator")] and (2) City of Decatur [Name of Entity in Control of the Right-of-Way] ("Highway Authority"), collectively known as the "Parties."

[Use this paragraph for sites with petroleum leaking underground storage tank(s)]
WHEREAS, _____ is the owner or operator of one or more leaking underground storage tanks presently or formerly located at _____ ("the Site");

[Use this paragraph for sites that do not have petroleum leaking USTs]
WHEREAS, Ameren Illinois is the owner of the property located at 515 East Main Street, Decatur Illinois ("the Site");

WHEREAS, as a result of one or more releases of contaminants at the above referenced Site ("the Release(s)"), soil and/or groundwater contamination at the Site exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742;

WHEREAS, the soil and/or groundwater contamination exceeding Tier 1 residential remediation objectives extends or may extend into the Highway Authority's right-of-way;

WHEREAS, the Owner/Operator or Property Owner is conducting corrective action in response to the Release(s);

WHEREAS, the Parties desire to prevent groundwater beneath the Highway Authority's right-of-way that exceeds Tier 1 remediation objectives from use as a supply of potable or domestic water and to limit access to soil within the right-of-way that exceeds Tier 1 residential remediation objectives so that human health and the environment are protected during and after any access;

NOW, THEREFORE, the Parties agree as follows:

1. The recitals set forth above are incorporated by reference as if fully set forth herein.
2. [Use this paragraph if IEMA has issued an incident number] The Illinois Emergency Management Agency has assigned incident number(s) _____ to the Release(s).
3. Attached as Exhibit A is a scaled map(s) prepared by the Owner/Operator that shows the Site and surrounding area and delineates the current and estimated future extent of soil and groundwater contamination above the applicable Tier 1 residential remediation objectives as a result of the Release(s).
[Use the following sentence if either soil or groundwater is not contaminated above applicable Tier 1 residential remediation objectives: _____ is not contaminated above the applicable Tier 1 residential remediation objectives.]
4. Attached as Exhibit B is a table(s) prepared by the Owner/Operator that lists each contaminant of concern that exceeds its Tier 1 residential remediation objective, its Tier 1 residential remediation objective and its concentrations within the zone where Tier 1 residential remediation objectives are exceeded. The locations of the concentrations listed in Exhibit B are identified on the map(s) in Exhibit A.

5. Attached as Exhibit C is a scaled map prepared by the Owner/Operator showing the area of the Highway Authority's right-of-way that is governed by this agreement ("Right-of-Way"). Because Exhibit C is not a surveyed plat, the Right-of-Way boundary may be an approximation of the actual Right-of-Way lines.
6. *[Use this paragraph if samples have not been collected within the Right-of-Way, sampling within the Right-of-Way is not practical, and contamination does not extend beyond the Right-of-Way.]* Because the collection of samples within the Right-of-Way is not practical, the Parties stipulate that, based on modeling, soil and groundwater contamination exceeding Tier 1 residential remediation objectives does not and will not extend beyond the boundaries of the Right-of-Way.
7. The Highway Authority stipulates it has jurisdiction over the Right-of-Way that gives it sole control over the use of the groundwater and access to the soil located within or beneath the Right-of-Way.
8. The Highway Authority agrees to prohibit within the Right-of-Way all potable and domestic uses of groundwater exceeding Tier 1 residential remediation objectives.
9. The Highway Authority further agrees to limit access by itself and others to soil within the Right-of-Way exceeding Tier 1 residential remediation objectives. Access shall be allowed only if human health (including worker safety) and the environment are protected during and after any access. The Highway Authority may construct, reconstruct, improve, repair, maintain and operate a highway upon the Right-of-Way, or allow others to do the same by permit. In addition, the Highway Authority and others using or working in the Right-of-Way under permit have the right to remove soil or groundwater from the Right-of-Way and dispose of the same in accordance with applicable environmental laws and regulations. The Highway Authority agrees to issue all permits for work in the Right-of-Way, and make all existing permits for work in the Right-of-Way, subject to the following or a substantially similar condition:

As a condition of this permit the permittee shall request the office issuing this permit to identify sites in the Right-of-Way where a Highway Authority Agreement governs access to soil that exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742. The permittee shall take all measures necessary to protect human health (including worker safety) and the environment during and after any access to such soil.

10. This agreement shall be referenced in the Agency's no further remediation determination issued for the Release(s).
11. The Agency shall be notified of any transfer of jurisdiction over the Right-of-Way at least 30 days prior to the date the transfer takes effect. This agreement shall be null and void upon the transfer unless the transferee agrees to be bound by this agreement as if the transferee were an original party to this agreement. The transferee's agreement to be bound by the terms of this agreement shall be memorialized at the time of transfer in a writing ("Rider") that references this Highway Authority Agreement and is signed by the Highway Authority, or subsequent transferor, and the transferee.
12. This agreement shall become effective on the date the Agency issues a no further remediation determination for the Release(s). It shall remain effective until the Right-of-Way is demonstrated to be suitable for unrestricted use and the Agency issues a new no further remediation determination to reflect there is no longer a need for this agreement, or until the agreement is otherwise terminated or voided.
13. In addition to any other remedies that may be available, the Agency may bring suit to enforce the terms of this agreement or may, in its sole discretion, declare this agreement null and void if any of the Parties or any transferee violates any term of this agreement. The Parties or transferee shall be notified in writing of any such declaration.
14. This agreement shall be null and void if a court of competent jurisdiction strikes down any part or provision of the agreement.
15. This agreement supersedes any prior written or oral agreements or understandings between the Parties on the subject matter addressed herein. It may be altered, modified or amended only upon the written consent and agreement of the Parties.
16. Any notices or other correspondence regarding this agreement shall be sent to the Parties at following addresses:

Manager, Division of Remediation Management
Bureau of Land
Illinois Environmental Protection Agency
P.O. Box 19276
Springfield, IL 62974-9276

Julie Moore Wolfe, Mayor
(Contact at Highway Authority)

Address 1 Gary K. Anderson Plaza

City Decatur

State Illinois

Zip Code 62523

Property Owner or Owner/Operator

Name _____

Address 1901 Chouteau Avenue MC 602

City Saint Louis

State Missouri

Zip Code 63166

IN WITNESS WHEREOF, the Parties have caused this agreement to be signed by their duly authorized representatives.

[NAME OF LOCAL GOVERNMENT]

Date: _____

By: _____

Its: Mayor

Property Owner or Owner/Operator

Date: _____

By: _____

Title

Table O-1
HAA Soil Analytical Results Compared to TACO Tier 1 Residential Remediation Objectives
Former Ameren Decatur MCP Site
Decatur, Illinois

Compound			Residential		Sample ID Date	MW-106 4/13/2000 2-3	MW-106 4/13/2000 4-5	MW-107 4/13/2000 2-3	MW-107 4/13/2000 5-6	BH-114B 1/14/2001 0.5	BH-114B 1/14/2001 2.5	BH-114B 1/14/2001 4.5	BH-114B 1/14/2001 6.5	BH-114B 1/14/2001 8.5	BH-114B 1/14/2001 10.5	BH-114B 1/14/2001 12.5	BH-114B 1/14/2001 14.5
			Ingestion Remediation Objective	Inhalation Remediation Objective													
Depth (ft bgs)			Cas No.														
Volatile Organic Compounds (mg/kg)																	
Benzene	12	0.8	71-43-2		0.0007 J	0.0038	0.0006 J	0.0038	0.0024 U	0.0008 J	0.0022 U	0.0022 U	0.0022 U	0.0023 U	0.0023 U	0.0023 U	0.0022 U
	7,800	400	100-41-4		0.0049 U	0.0026 J	0.005 U	0.0016 J	0.002 J	0.0026 J	0.0055 U	0.0055 U	0.0055 U	0.0057 U	0.0057 U	0.0056 U	0.0022 J
	16,000	650	108-88-3		0.0049 U	0.007	0.005 U	0.0038 J	0.0015 J	0.0016 J	0.0055 U	0.0055 U	0.0056 U	0.0057 U	0.0057 U	0.0056 U	0.0056 J
	16,000	320	1330-20-7		0.0049 U	0.0052	0.005 U	0.0028 J	0.0048 J	0.0048 J	0.0013 J	0.0018 J	0.0023 J	0.0018 J	0.0024 J	0.0024 J	0.0053 J
	Xylenes, Total																
Semivolatile Organic Compounds (mg/kg)																	
Acenaphthene	4,700	NV	83-32-9		1.2	0.01 U	0.01 U	0.01 U	0.01 U	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Acenaphthylene*	2,346	25.5	208-96-8		0.24	0.017	0.01 U	0.01 U	0.018	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Anthracene	23,000	NV	120-12-7		0.24	0.01	0.01 U	0.018	0.067	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Benzo(a)anthracene	0.9	NV	56-55-3		0.95	0.06	0.008 U	0.067	0.047	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Benzo(b)pyrene	0.09	NV	50-32-8		0.62	0.099	0.01 U	0.047	0.01 U	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Benzo(k)fluoranthene	0.9	NV	205-99-2		0.57	0.11	0.01 U	0.01 U	0.01 U	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Benzo(g,h,i)perylene*	2,346	11.1	191-24-2		0.59	0.01 U	0.01 U	0.01 U	0.01 U	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Benzo(k)fluoranthene	9	NV	207-08-9		0.31	0.036	0.01 U	0.081	0.01 U	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Chrysene	88	NV	218-01-9		1.4	0.1	0.01 U	0.081	0.01 U	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Dibenzo(a,h)anthracene	0.09	NV	53-70-3		0.098 U	0.01 U	0.01 U	0.01 U	0.01 U	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Fluoranthene	3,100	NV	206-44-0		2.1	0.21	0.01 U	0.2	0.01 U	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Fluorene	3,100	NV	86-73-7		0.11	0.01 U	0.01 U	0.01 U	0.01 U	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Indeno(1,2,3-cd)pyrene	0.9	NV	193-39-5		0.67	0.091	0.01 U	0.01 U	0.01 U	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Naphthalene	1,600	170	91-20-3		0.85	0.032	0.01 U	0.017	0.017	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Phenanthrene*	2,346	22.7	85-01-8		1.1	0.079	0.01 U	0.067	0.067	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Pyrene	2,300	NV	129-00-0		1.7	0.16	0.01 U	0.12	0.12	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Metals (mg/kg)																	
Arsenic	13	750	7440-38-2		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Barium	5,500	690,000	7440-39-3		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Cadmium	78	1,800	7440-43-9		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Chromium	230	270	7440-47-3		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Lead	400	NV	7439-92-1		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Mercury	23	10	7439-97-6		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Selenium	390	NV	7782-49-2		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Silver	390	NV	7440-22-4		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
General Chemistry (mg/kg)																	
Cyanide, Total	1,600	NV	57-12-5		0.33 U	0.35 U	0.35 U	0.34 U	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Cyanide, Amenable	1,600	NV	57-12-5A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Table O-1
HAA Soil Analytical Results Compared to TACO Tier 1 Residential Remediation Objectives
Former Ameren Decatur MGP Site
Decatur, Illinois

Compound	Ingestion Remediation Objective		Residential Inhalation Remediation Objective		Sample ID		BH-114B 1/14/2001	BH-114B 1/14/2001	BH-114B 1/14/2001	BH-118 1/12/2001	BH-118 1/12/2001	BH-119 1/12/2001	BH-119 1/12/2001	BH-136 12/21/2010	BH-138 12/21/2010	IBH-138 12/21/2010										
	Date	Depth (ft bgs)	Date	Depth (ft bgs)	Date	Depth (ft bgs)											Date	Depth (ft bgs)	Date	Depth (ft bgs)	Date	Depth (ft bgs)	Date	Depth (ft bgs)	Date	Depth (ft bgs)
Volatile Organic Compounds (mg/kg)																										
Benzene	12	0.8	71-43-2	0.0022 U	0.0021 U	0.0021 U	0.0021 U	0.0021 U	NA	NA	0.012 U	0.012 U	NA	0.0047	NA	0.001 U	NA									
Ethylbenzene	7,800	400	100-41-4	0.0012 J	0.0015 J	0.0013 J	0.0053 U	0.0053 U	NA	NA	0.012 U	0.012 U	0.004 U	0.0033 J	NA	0.0051 U	NA									
Toluene	16,000	650	108-88-3	0.0056 U	0.0053 U	0.0053 U	0.0053 U	0.0053 U	NA	NA	0.012 U	0.012 U	0.004 U	0.0091	NA	0.0051 U	NA									
Xylenes, Total	16,000	320	1330-20-7	0.0017 J	0.0039 J	0.0034 J	0.0014 J	0.0014 J	NA	NA	0.012 U	0.012 U	0.004 U	0.0071	NA	0.0051 U	NA									
Semivolatile Organic Compounds (mg/kg)																										
Acenaphthene	4,700	NV	83-32-9	NA	NA	NA	NA	NA	0.012 U	0.011 U	0.012 U	0.012 U	0.004 U	NA	NA	0.004 U	NA									
Acenaphthylene*	2,346	25.5	208-96-8	NA	NA	NA	NA	NA	0.012 U	0.011 U	0.012 U	0.012 U	0.004 U	NA	NA	0.004 U	NA									
Anthracene	23,000	NV	120-12-7	NA	NA	NA	NA	NA	0.012 U	0.011 U	0.012 U	0.012 U	0.004 U	NA	NA	0.004 U	NA									
Benzo(a)anthracene	0.9	NV	56-55-3	NA	NA	NA	NA	NA	0.009 U	0.009 U	0.012 U	0.012 U	0.004 U	NA	NA	0.004 U	NA									
Benzo(a)pyrene	0.09	NV	50-32-8	NA	NA	NA	NA	NA	0.012 U	0.011 U	0.012 U	0.012 U	0.004 U	NA	NA	0.004 U	NA									
Benzo(b)fluoranthene	0.9	NV	205-99-2	NA	NA	NA	NA	NA	0.012 U	0.012 U	0.012 U	0.012 U	0.004 U	NA	NA	0.004 U	NA									
Benzo(g,h,i)perylene*	2,346	11.1	191-24-2	NA	NA	NA	NA	NA	0.012 U	0.011 U	0.012 U	0.012 U	0.004 U	NA	NA	0.004 U	NA									
Benzo(k)fluoranthene	9	NV	207-08-9	NA	NA	NA	NA	NA	0.012 U	0.012 U	0.012 U	0.012 U	0.004 U	NA	NA	0.004 U	NA									
Chrysene	88	NV	218-01-9	NA	NA	NA	NA	NA	0.012 U	0.011 U	0.012 U	0.012 U	0.004 U	NA	NA	0.004 U	NA									
Dibenz(a,h)anthracene	0.09	NV	53-70-3	NA	NA	NA	NA	NA	0.012 U	0.011 U	0.012 U	0.012 U	0.004 U	NA	NA	0.004 U	NA									
Fluoranthene	3,100	NV	206-44-0	NA	NA	NA	NA	NA	0.012 U	0.011 U	0.012 U	0.012 U	0.004 U	NA	NA	0.004 U	NA									
Fluorene	3,100	NV	86-73-7	NA	NA	NA	NA	NA	0.012 U	0.011 U	0.012 U	0.012 U	0.004 U	NA	NA	0.004 U	NA									
Indeno(1,2,3-cd)pyrene	0.9	NV	193-39-5	NA	NA	NA	NA	NA	0.012 U	0.011 U	0.012 U	0.012 U	0.004 U	NA	NA	0.004 U	NA									
Naphthalene	1,600	170	91-20-3	NA	NA	NA	NA	NA	0.012 U	0.011 U	0.012 U	0.012 U	0.004 U	NA	NA	0.004 U	NA									
Phenanthrene*	2,346	22.7	85-01-8	NA	NA	NA	NA	NA	0.012 U	0.011 U	0.012 U	0.012 U	0.004 U	NA	NA	0.004 U	NA									
Pyrene	2,300	NV	129-00-0	NA	NA	NA	NA	NA	0.012 U	0.011 U	0.012 U	0.012 U	0.004 U	NA	NA	0.004 U	NA									
Metals (mg/kg)																										
Arsenic	13	750	7440-38-2	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	5.87	NA	7.02	NA									
Barium	5,500	690,000	7440-39-3	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	31.2	NA	151	NA									
Cadmium	78	1,800	7440-43-9	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	0.19 U	NA	0.2 U	NA									
Chromium	230	270	7440-47-3	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	17.1	NA	20.1	NA									
Lead	400	NV	7439-92-1	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	10.8	NA	17.4	NA									
Mercury	23	10	7439-97-6	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	0.009 J	NA	0.035	NA									
Selenium	390	NV	7782-49-2	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	2.4 J	NA	3.92 U	NA									
Silver	390	NV	7440-22-4	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	0.53 U	NA	0.54 U	NA									
General Chemistry (mg/kg)																										
Cyanide, Total	1,600	NV	57-12-5	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	0.56 U	NA	0.62 U	NA									
Cyanide, Amenable	1,600	NV	57-12-5A	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	0.565 U	NA	0.625 U	NA									

Table O-1
HAA Soil Analytical Results Compared to TACO Tier 1 Residential Remediation Objectives
Former Ameren Decatur NCP Site
Decatur, Illinois

Compound	Residential		Sample ID Date	Inhalation Remediation Objective	Valatile Organic Compounds (mg/kg)																
	Ingestion Remediation Objective	Depth (ft bgs)			BH-138		IBH-138		BH-141		IBH-141		BH-142		IBH-142		BH-144				
					7-8	12/21/2010	7-8	12/22/2010	11-12	12/22/2010	1.5-2.5	12/22/2010	7-8	12/22/2010	1.5-2.5	12/22/2010	7-8	12/22/2010	1.5-2.5	12/22/2010	
					Cas No.																
					71-43-2	0.0009 U		NA	NA	NA	0.0389	NA	NA	0.0018	NA	0.737	NA	0.0021	NA	0.0018 U	
Benzene	12	0.8	100-41-4	400	0.0045 U	NA	NA	NA	0.185	NA	0.0013 J	NA	NA	0.0016 J	NA	1.4 J	0.009 U	NA	0.009 U		
Ethylbenzene	7,800	400	108-88-3	650	0.0009 J	NA	NA	NA	0.18	NA	0.0041	NA	NA	0.0045	NA	1.1 J	0.005 J	NA	0.005 J		
Toluene	16,000	650	1330-20-7	320	0.0045 U	NA	NA	NA	0.655	NA	0.0018 J	NA	NA	0.0033 J	NA	3.2 J	0.0072 J	NA	0.0072 J		
					Xylenes, Total																
					83-32-9	0.004 U		NA	NA	0.205 U	NA	NA	0.004 U	NA	0.621	NA	0.004 U	NA	0.1 U		
Acenaphthene	4,700	NV	208-96-8	25.5	0.004 U	NA	NA	NA	0.205 U	NA	0.004 U	NA	NA	0.004 U	NA	2.5	0.004 U	NA	0.151		
Acenaphthylene*	2,346	NV	120-12-7	23,000	0.004 U	NA	NA	NA	0.18 J	NA	0.004 U	NA	NA	0.004 U	NA	3.09	0.004 U	NA	0.1		
Anthracene	23,000	NV	56-55-3	0.9	0.004 U	NA	NA	NA	1.26	NA	0.004 U	NA	NA	0.006	NA	5.28	0.006	NA	0.48		
Benzo(a)anthracene	0.9	NV	50-32-8	0.09	0.004 U	NA	NA	NA	1.46	NA	0.004 U	NA	NA	0.004 U	NA	4.15	0.004 U	NA	0.854		
Benzo(a)pyrene	0.09	NV	205-99-2	0.9	0.004 U	NA	NA	NA	1.75	NA	0.004 U	NA	NA	0.006	NA	5.52	0.006	NA	1.07		
Benzo(b)fluoranthene	0.9	NV	191-24-2	11.1	0.004 U	NA	NA	NA	1.1	NA	0.004 U	NA	NA	0.004 U	NA	2.79	0.004 U	NA	0.814		
Benzo(g,h,i)perylene*	2,346	NV	207-08-9	9	0.004 U	NA	NA	NA	0.464	NA	0.004 U	NA	NA	0.004 U	NA	1.52	0.004 U	NA	0.35		
Benzo(k)fluoranthene	88	NV	218-01-9	88	0.004 U	NA	NA	NA	1.3	NA	0.004 U	NA	NA	0.004 U	NA	5.14	0.004 U	NA	0.569		
Chrysene	0.09	NV	53-70-3	3,100	0.004 U	NA	NA	NA	0.235	NA	0.004 U	NA	NA	0.004 U	NA	0.669	0.004 U	NA	0.1 U		
Dibenz(a,h)anthracene	0.09	NV	206-44-0	3,100	0.004 U	NA	NA	NA	1.9	NA	0.004 U	NA	NA	0.01	NA	14.1	0.004 U	NA	0.615		
Fluoranthene	3,100	NV	86-73-7	Fluorene	0.004 U	NA	NA	NA	0.205 U	NA	0.004 U	NA	NA	0.004 U	NA	0.1 U	0.004 U	NA	0.1 U		
Indeno(1,2,3-cd)pyrene	0.9	NV	193-39-5	0.9	0.004 U	NA	NA	NA	0.876	NA	0.004 U	NA	NA	0.004 U	NA	2.55	0.004 U	NA	0.619		
Naphthalene	1,600	170	91-20-3	2,346	0.004 U	NA	NA	NA	1.12	NA	0.004 U	NA	NA	0.004 U	NA	5.32	0.004 U	NA	0.184		
Phenanthrene*	2,346	22.7	85-01-8	2,346	0.004 U	NA	NA	NA	2.07	NA	0.004 U	NA	NA	0.004 U	NA	19.5	0.004 U	NA	0.42		
Pyrene	2,300	NV	129-00-0	2,300	0.004 U	NA	NA	NA	2.1	NA	0.004 U	NA	NA	0.009	NA	10.9	0.009	NA	0.698		
					Metals (mg/kg)																
Arsenic	13	750	7440-38-2	750	NA	6.41	5.47	NA	NA	5.24	NA	5.87	NA	NA	40.5	NA	5.97	NA	NA		
Barium	5,500	690,000	7440-39-3	Barium	NA	124	178	NA	NA	56.7	NA	30.1	NA	NA	67	NA	28.3	NA	NA		
Cadmium	78	1,800	7440-43-9	78	NA	0.2 U	0.2 U	NA	NA	0.47	NA	0.19 U	NA	NA	0.69	NA	0.3 U	NA	NA		
Chromium	230	270	7440-47-3	230	NA	19.8	17.6	NA	NA	9.77	NA	15.8	NA	NA	8.77	NA	14.2	NA	NA		
Lead	400	NV	7439-92-1	400	NA	17.2	18.6	NA	NA	63.2	NA	12.9	NA	NA	67.5	NA	9.86	NA	NA		
Mercury	23	10	7439-97-6	23	NA	0.022	0.021	NA	NA	0.14	NA	0.011	NA	NA	0.156	NA	0.011 J	NA	NA		
Selenium	390	NV	7782-49-2	390	NA	3.92 U	3.92 U	NA	NA	3.92 U	NA	3.77 U	NA	NA	3.77 U	NA	3.92 U	NA	NA		
Silver	390	NV	7440-22-4	390	NA	0.54 U	0.54 U	NA	NA	0.54 U	NA	0.52 U	NA	NA	0.55 U	NA	0.54 U	NA	NA		
					General Chemistry (mg/kg)																
Cyanide, Total	1,600	NV	57-12-5	1,600	NA	0.43 J	0.5 J	NA	NA	0.3 J	NA	0.57 U	NA	NA	8.97	NA	1.41	NA	NA		
Cyanide, Amenable	1,600	NV	57-12-5A	1,600	NA	0.616 U	0.644 U	NA	NA	0.3 J	NA	0.569 U	NA	NA	4.37	NA	0.566	NA	NA		

Table O-1
HAA Soil Analytical Results Compared to TACO Tier 1 Residential Remediation Objectives
Former Ameren Decatur MGP Site
Decatur, Illinois

Compound	Residential		Sample ID Date	Depth (ft bgs)									
	Ingestion Remediation Objective	Inhalation Remediation Objective		Cas No.									
Volatile Organic Compounds (mg/kg)													
Benzene	12	0.8	71-43-2		0.0028	NA	0.192	NA	0.0022	NA	0.0029	NA	0.0032
Ethylbenzene	7,800	400	100-41-4		0.0026 J	NA	1.95	NA	0.0026 J	NA	0.0023 J	NA	0.0022 J
Toluene	16,000	650	108-88-3		0.007	NA	1.6	NA	0.0049	NA	0.005 J	NA	0.0102
Xylenes, Total	16,000	320	1330-20-7		0.0063	NA	5.61	NA	0.0056	NA	0.0047 J	NA	0.007
Semivolatile Organic Compounds (mg/kg)													
Acenaphthene	4,700	NV	83-32-9		0.004 U	NA	1.01 U	NA	0.004 U	NA	0.004 U	NA	0.039 U
Acenaphthylene*	2,346	25.5	208-96-8		0.004 U	NA	7.54	NA	0.004 U	NA	0.004 U	NA	0.05
Anthracene	23,000	NV	120-12-7		0.004 U	NA	9.18	NA	0.004 U	NA	0.004 U	NA	0.045
Benzo(a)anthracene	0.9	NV	56-55-3		0.004 U	NA	36.7	NA	0.004 U	NA	0.003 J	NA	0.42
Benzo(a)pyrene	0.09	NV	50-32-8		0.004 U	NA	39.1	NA	0.004 U	NA	0.004 U	NA	0.718
Benzo(b)fluoranthene	0.9	NV	205-99-2		0.004 U	NA	48.5	NA	0.004 U	NA	0.004 J	NA	0.835
Benzo(g,h,i)perylene*	2,346	11.1	191-24-2		0.004 U	NA	17.5	NA	0.004 U	NA	0.004 U	NA	0.456
Benzo(k)fluoranthene	9	NV	207-08-9		0.004 U	NA	18	NA	0.004 U	NA	0.004 U	NA	0.282
Chrysene	88	NV	218-01-9		0.004 U	NA	34.8	NA	0.004 U	NA	0.004 U	NA	0.418
Dibenzo(a,h)anthracene	0.09	NV	53-70-3		0.004 U	NA	5.9	NA	0.004 U	NA	0.004 U	NA	0.105
Fluoranthene	3,100	NV	206-44-0		0.004 U	NA	68.6	NA	0.004 U	NA	0.004 U	NA	0.512
Fluorene	3,100	NV	86-73-7		0.004 U	NA	2.82	NA	0.004 U	NA	0.004 U	NA	0.039 U
Indeno(1,2,3-cd)pyrene	0.9	NV	193-39-5		0.004 U	NA	18.2	NA	0.004 U	NA	0.004 U	NA	0.403
Naphthalene	1,600	170	91-20-3		0.004 U	NA	5.32	NA	0.004 U	NA	0.004 U	NA	0.036 J
Phenanthrene*	2,346	22.7	85-01-8		0.004 U	NA	39.2	NA	0.004 U	NA	0.004 U	NA	0.146
Pyrene	2,300	NV	129-00-0		0.004 U	NA	61.7	NA	0.004 U	NA	0.004 U	NA	0.547
Metals (mg/kg)													
Arsenic	13	750	7440-38-2	126	NA	4.89	NA	14.1	NA	5.99	NA	4.84	NA
Barium	5,500	690,000	7440-39-3	91.3	NA	30.9	NA	88.8	NA	28.4	NA	25.6	NA
Cadmium	78	1,800	7440-43-9	0.79	NA	0.19 U	NA	0.44	NA	0.19 U	NA	0.19 U	NA
Chromium	230	270	7440-47-3	13.8	NA	14.3	NA	12.9	NA	15.3	NA	16	NA
Lead	400	NV	7439-92-1	51.7	NA	7.48	NA	59.7	NA	7.62	NA	7.48	NA
Mercury	23	10	7439-97-6	0.126	NA	0.007 J	NA	0.177	NA	0.008 J	NA	0.007 J	NA
Selenium	390	NV	7782-49-2	3.5 J	NA	3.7 U	NA	3.85 U	NA	3.85 U	NA	3.85 U	NA
Silver	390	NV	7440-22-4	0.55 U	NA	0.51 U	NA	0.53 U	NA	0.53 U	NA	0.53 U	NA
General Chemistry (mg/kg)													
Cyanide, Total	1,600	NV	57-12-5	1.28	NA	0.29 U	NA	2.33	NA	1.16	NA	0.29 U	NA
Cyanide, Amenable	1,600	NV	57-12-5A	--	NA	0.287 U	NA	--	NA	1.16	NA	0.31 U	NA

Table O-1
HAA Soil Analytical Results Compared to TACO Tier 1 Residential Remediation Objectives
Former Ameren Decatur MGP Site
Decatur, Illinois

Compound	Residential		Sample ID Date Depth (ft bgs) Cas No.	IBH-169 8/19/2011 1.5-2.5	BH-169 8/19/2011 7-8	IBH-169 8/19/2011 7-8
	Ingestion Remediation Objective	Inhalation Remediation Objective				
Volatile Organic Compounds (mg/kg)						
Benzene	12	0.8	71-43-2	NA	0.0023	NA
Ethylbenzene	7,800	400	100-41-4	NA	0.0021 J	NA
Toluene	16,000	650	108-88-3	NA	0.0058	NA
Xylenes, Total	16,000	320	1330-20-7	NA	0.0048	NA
Semivolatile Organic Compounds (mg/kg)						
Acenaphthene	4,700	NV	83-32-9	NA	0.004 U	NA
Acenaphthylene*	2,346	25.5	208-96-8	NA	0.004 U	NA
Anthracene	23,000	NV	120-12-7	NA	0.004 U	NA
Benzo(a)anthracene	0.9	NV	56-55-3	NA	0.005	NA
Benzo(b)pyrene	0.09	NV	50-32-8	NA	0.004	NA
Benzo(k)fluoranthene	0.9	NV	205-99-2	NA	0.006	NA
Benzo(g,h,i)perylene*	2,346	11.1	191-24-2	NA	0.004 J	NA
Benzo(k)fluoranthene	9	NV	207-08-9	NA	0.004 U	NA
Chrysene	88	NV	218-01-9	NA	0.004 U	NA
Dibenzo(a,h)anthracene	0.09	NV	53-70-3	NA	0.004 U	NA
Fluoranthene	3,100	NV	206-44-0	NA	0.005	NA
Fluorene	3,100	NV	86-73-7	NA	0.004 U	NA
Indeno(1,2,3-cd)pyrene	0.9	NV	193-39-5	NA	0.004 U	NA
Naphthalene	1,600	170	91-20-3	NA	0.004 U	NA
Phenanthrene*	2,346	22.7	85-01-8	NA	0.004	NA
Pyrene	2,300	NV	129-00-0	NA	0.005	NA
Metals (mg/kg)						
Arsenic	13	750	7440-38-2	8.81	NA	5.61
Barium	5,500	690,000	7440-39-3	70.5	NA	27.8
Cadmium	78	1,800	7440-43-9	0.2 U	NA	0.2 U
Chromium	230	270	7440-47-3	16.9	NA	13.6
Lead	400	NV	7439-92-1	20.6	NA	7.45
Mercury	23	10	7439-97-6	0.03	NA	0.008 J
Selenium	390	NV	7782-49-2	3.92 U	NA	4 U
Silver	390	NV	7440-22-4	0.54 U	NA	0.55 U
General Chemistry (mg/kg)						
Cyanide, Total	1,600	NV	57-12-5	0.16 J	NA	0.28 U
Cyanide, Amenable	1,600	NV	57-12-5A	0.298 U	NA	0.279 U

Table O-1
HAA Soil Analytical Results Compared to TACO Tier 1 Residential Remediation Objectives
Former Ameren Decatur MCP Site
Decatur, Illinois

Compound	Residential		Sample ID Date	SP-01 1/4/2021	SP-01 08-10	SP-01 2/1-29	SP-02 12/17/2020	SP-02 12/17/2020	SP-02 12/17/2020	SP-02 12/17/2020	SP-02 12/17/2020	SP-02DUP 12/17/2020	SP-03 12/17/2020	SP-03 12/17/2020	SP-03 12/17/2020		
	Ingestion Remediation Objective	Inhalation Remediation Objective															
																Depth (ft bgs)	Cas No.
Volatile Organic Compounds (mg/kg)																	
Benzene	12	0.8	71-43-2	0.001 U	0.0026	0.0635	0.0241 U	0.0024	0.0335 U	0.0247 U	0.466	0.168	0.0013	0.0012 U	0.0226 U		
Ethylbenzene	7,800	400	100-41-4	0.0065 J	0.0023	0.084	0.0482 U	0.0023	0.067 U	0.018 J	0.156	1.13	0.0007 J	0.0009 J	0.01 J		
Toluene	16,000	650	108-88-3	0.0011 J	0.0055	0.015 J	0.0482 U	0.0049	0.067 U	0.0494 U	0.088	0.086	0.0014 J	0.0024 U	0.011 J		
Xylenes, Total	16,000	320	1330-20-7	0.0025 J	0.0059 J	0.3 J	0.193 U	0.0065 J	0.268 U	0.09 J	0.142	0.162	0.0023 J	0.0044 J	0.049 J		
Semivolatile Organic Compounds (mg/kg)																	
Acenaphthene	4,700	NV	83-32-9	0.0401 U	0.0038 U	42.2	0.03 J	0.0038 U	10.8	0.201	0.003 J	0.0041	0.039 J	0.0039 U	10.6		
Acenaphthylene*	2,346	25.5	208-96-8	0.149	0.0038 U	3.49	1.39	0.0038 U	2.18	0.102	0.0067	0.0063	0.485	0.0023 J	1.96		
Anthracene	23,000	NV	120-12-7	0.0432	0.0038 U	17.5	0.589	0.0038 U	0.719	0.0125	0.0038 U	0.0038 U	0.295	0.0039 U	0.567		
Benzo(a)anthracene	0.9	NV	56-55-3	0.291	0.011 U	13.4	2.72	0.0112 U	8.59	0.0236	0.0111 U	0.0111 U	1.96	0.0038 J	8.21		
Benzo(a)pyrene	0.09	NV	50-32-8	0.361	0.0038 U	11.9	2.23	0.0038 U	7.71	0.0014 J	0.0038 U	0.0038 U	2.46	0.0015 J	6.79		
Benzo(b)fluoranthene	0.9	NV	205-99-2	0.389	0.0038 U	9.34	3.39	0.0038 U	6.76	0.0021 J	0.0038 U	0.0038 U	2.83	0.0039 U	6.12		
Benzo(g,h,i)perylene*	2,346	11.1	191-24-2	0.279	0.0038 U	3.87	2.38	0.0038 U	1.84	0.0014 J	0.0022 J	0.0015 J	1.75	0.0015 J	1.52		
Benzo(k)fluoranthene	9	NV	207-08-9	0.11	0.0038 U	3.54	0.802	0.0038 U	2.28	0.0036 U	0.0038 U	0.0038 U	1.02	0.0039 U	2.29		
Chrysene	88	NV	218-01-9	0.287	0.0038 U	10.8	3.03	0.0038 U	6.78	0.0197	0.0038 U	0.0038 U	1.89	0.0039 U	6.49		
Dibenz(a,h)anthracene	0.09	NV	53-70-3	0.0471	0.0038 U	0.941	0.394	0.0038 U	0.502	0.0036 U	0.0038 U	0.0038 U	0.396	0.0039 U	0.445		
Fluoranthene	3,100	NV	206-44-0	0.318	0.0038 U	25.7	4.24	0.0038 U	13.7	0.0161	0.0038 U	0.0038 U	2.96	0.0039 U	14.5		
Fluorene	3,100	NV	86-73-7	0.0401	0.0038 U	18.8	0.229	0.0038 U	1.02	0.0795	0.0015 J	0.0015 J	0.186	0.0039 U	0.88		
Indeno(1,2,3-cd)pyrene	0.9	NV	193-39-5	0.177	0.0038 U	3.07	1.48	0.0038 U	1.57	0.0036 U	0.0038 U	0.0038 U	1.49	0.0011 J	1.38		
Naphthalene	1,600	170	91-20-3	0.0401 U	0.0038 U	14.5	0.244	0.0038 U	0.0524	0.0104	0.636	0.431	0.198	0.0209	0.089		
Phenanthrene*	2,346	22.7	85-01-8	0.744	0.0033 BJ	49.5 B	2.95	0.0038 U	0.159	0.048	0.0033 J	0.0038 U	2.06	0.0034 J	0.133		
Pyrene	2,300	NV	129-00-0	0.703	0.0038 U	35.3	9.79	0.0038 U	22.9	0.176	0.0026 J	0.0022 J	3.93	0.0027 J	20.8 S		
Metals (mg/kg)																	
Arsenic	13	750	7440-38-2	26	5.32	8.63	178	5.45	14.4	7.44	3.63	4.45	18.5	10.8	13.2		
Barium	5,500	690,000	7440-39-3	71.8	26.7	33.8	46.1	47.3	132	5.84	33.9	38.1	64.8	103	79.6		
Cadmium	78	1,800	7440-43-9	0.13 J	0.19 U	0.05 J	0.45	0.07 J	0.18 J	0.2 U	0.06 J	0.06 J	0.18 J	0.06 J	0.25		
Chromium	230	270	7440-47-3	20.9	13.6	5.21	16.8	15.7	4.38	7.69	16.1	17.6	16.7	24.4	10.2 S		
Lead	400	NV	7439-92-1	27.9	7	8.22	41.5	8.75	10.5	5.65	6.42	6.43	99.9	16	9.91		
Mercury	23	10	7439-97-6	0.041	0.011 J	0.01 U	0.031	0.018	0.007 J	0.011 U	0.01 J	0.009 J	0.114	0.019	0.009 J		
Selenium	390	NV	7782-49-2	0.28 J	0.28 J	0.25 J	0.14 J	0.98 U	0.96 U	0.64 J	0.98 U	1 U	0.96 U	0.28 J	0.66 J		
Silver	390	NV	7440-22-4	0.46 U	0.46 U	0.49 U	0.49 U	0.49 U	0.48 U	0.5 U	0.49 U	0.5 U	0.48 U	0.46 U	0.49 U		
General Chemistry (mg/kg)																	
Cyanide, Total	1,600	NV	57-12-5	0.19 J	0.28 U	0.26 J	0.45	0.27 U	0.28 U	0.27 U	0.28 U	0.27 U	12.1	1.2	0.28 U		
Cyanide, Amenable	1,600	NV	57-12-5A	0.29 U	0.28 U	0.26 J	0.45	0.27 U	0.28 U	0.27 U	0.28 U	0.28 U	11.2	0.91	0.29 U		

Table O-1
HAA Soil Analytical Results Compared to TACO Tier 1 Residential Remediation Objectives
Former Ameren Decatur MGP Site
Decatur, Illinois

Compound	Ingestion Remediation		Residential Remediation		SP-03 12/17/2020 32-34	SP-03 12/17/2020 34-36	SP-04 1/4/2021 01-03	SP-04 1/4/2021 04-06	SP-04 1/4/2021 22-24	SP-04 1/4/2021 33-35	SP-04DUP 1/4/2021 33-35	SP-04 1/5/2021 37.5-38.5	SP-05 1/5/2021 01-03	SP-05 1/5/2021 08-10	SP-05 1/5/2021 24-26	SP-05DUP 1/5/2021 24-26	SP-05 1/5/2021 34-36	SP-05 1/5/2021 39-41
	Objective		Objective															
	Sample ID Date	Depth (ft bgs)	Case No.															
Volatile Organic Compounds (mg/kg)																		
Benzene	12	0.8	71-43-2	0.0079 J	0.867	0.0224 U	0.0409 U	0.0342 U	0.0685	0.0652	1.4	0.0247 U	0.225	0.0262 U	0.0248 U	0.95 J	0.0043	
Ethylbenzene	7,800	400	100-41-4	0.0544 U	0.669	0.0448 U	0.0817 U	0.0684 U	0.506	0.231	0.0012 J	0.0494 U	2.21	0.0523 U	0.0497 U	51.5	0.0007 J	
Toluene	16,000	650	108-88-3	0.0544 U	1.48	0.0448 U	0.0817 U	0.02 J	0.146	0.089 J	0.0015	0.0494 U	0.344	0.0523 U	0.0497 U	12.4	0.0015 J	
Xylenes, Total	16,000	320	1330-20-7	0.047 J	1.42	0.179 U	0.057 J	0.049 J	0.634	0.28 J	0.0033 J	0.198 U	2.67	0.209 U	0.199 U	71.3	0.0018 J	
Semivolatile Organic Compounds (mg/kg)																		
Acenaphthene	4,700	NV	83-32-9	0.0038 J	0.0279	0.0045	0.0045	18.2	1.12	1.22	0.0015 J	0.0041	2.07	5.74	6.19	112	0.015	
Acenaphthylene*	2,346	25.5	208-96-8	0.0338	0.0948	0.0338	0.0338	1.49	0.303	0.38	0.0038 U	0.0304	4.02	1.13	1.21	53.3	0.0067	
Anthracene	23,000	NV	120-12-7	0.0315	0.0044	0.0315	0.0382	0.461	0.435	0.445	0.0038 U	0.015	14	0.3	0.324	77	0.0108	
Benzo(a)anthracene	0.9	NV	56-55-3	0.0105 U	0.0044 J	0.374	0.475	6.95	0.0507	0.0502	0.0112 U	0.0852	32.2	6.18	6.54	60.1	0.0161	
Benzo(a)pyrene	0.09	NV	50-32-8	0.0021 J	0.0029 J	0.498	0.743	5.61	0.0193	0.0218	0.0038 U	0.9987	24.7	4.73	5.04	56	0.009	
Benzo(b)fluoranthene	0.9	NV	205-99-2	0.0028 J	0.0033 J	0.603	0.962	4.44	0.0168	0.0188	0.0038 U	0.12	25.8	3.37	3.55	43.5	0.0071	
Benzo(g,h,i)perylene*	2,346	11.1	191-24-2	0.0017 J	0.0026 J	0.199	0.278	1.89	0.0075	0.0092	0.0038 U	0.0855	6.07	1.81	1.96	12.9	0.0049	
Benzo(k)fluoranthene	9	NV	207-08-9	0.0036 U	0.0037 U	0.235	0.343	1.78	0.0061	0.0063	0.0038 U	0.042	11	1.27	1.41	15.5	0.0026 J	
Chrysene	88	NV	218-01-9	0.0021 J	0.0029 J	0.336	0.461	5.67	0.0393	0.0398	0.0038 U	0.0818	24.9	4.87	5.2	48.3	0.0082	
Dibenz(a,h)anthracene	0.09	NV	53-70-3	0.0036 U	0.0037 U	0.0588	0.0872	0.489	0.0036 U	0.0022 J	0.0038 U	0.0176	2.82	0.504	0.534	3.93	0.0038 U	
Fluoranthene	3,100	NV	206-44-0	0.282	0.0129	0.442	0.47	14.7	0.686	0.788	0.0038 U	0.106	53.4	11.8	12.5	118	0.0209	
Fluorene	3,100	NV	86-73-7	0.249	0.0077	0.0076	0.0116	0.0941 U	0.562	0.564	0.0038 U	0.0105	8.81	0.0988 U	0.0972 U	97.1	0.0127	
Indeno(1,2,3-cd)pyrene	0.9	NV	193-39-5	0.0036 U	0.0037 U	0.195	0.283	1.59	0.0054	0.0063	0.0038 U	0.0653	7.47	1.46	1.57	11.6	0.0026 J	
Naphthalene	1,600	170	91-20-3	0.0895	0.865	0.0083	0.0288	0.0941 U	0.997	1.05	0.0038 U	0.104	62.9	0.145	0.095 J	228	0.0021	
Phenanthrene*	2,346	22.7	85-01-8	0.32	0.0173	0.0982 B	0.149 B	0.138 B	1.42 B	1.41 B	0.0038 U	0.0619	43	0.097 J	0.095 J	311	0.0467	
Pyrene	2,300	NV	129-00-0	0.289	0.0147	0.51	0.571	19.1	0.902	1.05	0.0038 U	0.155	42.6	15.7	16.8	159	0.0277	
Metals (mg/kg)																		
Arsenic	13	750	7440-38-2	3.75	5.56	8.74	7.23	8.32	3.98	4.25	3.92	12	8.8	2.36	2.41	2.95	3.77	
Barium	5,500	690,000	7440-39-3	5.25	25.2	67.7	49.8	16.3	16.7	15.9	31.8	100	112	6.3	5.48	5.72	40.5	
Cadmium	78	1,800	7440-43-9	0.06 J	0.19 U	0.2	0.26	0.1 J	0.19 U	0.19 U	0.06 J	0.13 J	0.08 J	0.18 U	0.19 U	0.68	0.18 U	
Chromium	230	270	7440-47-3	4.72	13.5	13.4	19.8	4.92	11.7	12	14.2	21.6	21	5.15	5.67	4.9	17.1	
Lead	400	NV	7439-92-1	2.98	6.32	11.2	38.4	5.57	4.71	4.48	5.72	15.5	30.2	7.59	8.29	74.6	6.4	
Mercury	23	10	7439-97-6	0.01 U	0.008 J	0.022	0.107	0.01 J	0.011	0.008 J	0.009 J	0.016	0.176	0.008 J	0.008 J	0.008 J	0.013	
Selenium	390	NV	7782-49-2	0.25 J	0.94 U	1 U	0.94 U	0.91 U	0.96 U	0.19 J	0.94 U	0.98 U	0.37 J	0.91 U	0.94 U	1.02	0.91 U	
Silver	390	NV	7440-22-4	0.5 U	0.47 U	0.5 U	0.47 U	0.45 U	0.48 U	0.46 U	0.47 U	0.49 U	0.5 U	0.45 U	0.47 U	0.5 U	0.45 U	
General Chemistry (mg/kg)																		
Cyanide, Total	1,600	NV	57-12-5	0.25 U	0.27 U	0.62	3.05	0.11 J	0.27 U	0.26 U	0.28 U	0.09 J	5.92	0.27 U	0.29 U	0.26 U	0.28 U	
Cyanide, Amenable	1,600	NV	57-12-5A	0.26 U	0.27 U	0.62	2.6	0.29 U	0.27 U	0.27 U	0.28 U	0.28 U	5.55	0.3 U	0.29 U	0.27 U	0.28 U	

Table O-1
HAA Soil Analytical Results Compared to TACO Tier 1 Residential Remediation Objectives
Former Ameren Decatur MGP Site
Decatur, Illinois

Compound	Residential		Sample ID Date	SP-06 1/5/2021	SP-06 1/5/2021	SP-06 1/5/2021	SP-06 1/5/2021	SP-08 12/17/2020	SP-08 12/17/2020	SP-08 12/17/2020	SP-08 12/17/2020	SP-09 12/16/2020	SP-09 12/16/2020		
	Ingestion Remediation Objective	Inhalation Remediation Objective													
														Depth (ft bgs)	CAS No.
Volatile Organic Compounds (mg/kg)															
Benzene	12	0.8	71-43-2	0.001 U	0.0011 U	0.0994 U	4.62	0.78	0.0259	3.3	0.0106	0.0062	0.0236 U		
Ethylbenzene	7,800	400	100-41-4	0.0005 J	0.0006 J	0.199 U	72.7	1.6	0.0142	0.016 J	0.0101	0.0048 U	0.001 J		
Toluene	16,000	650	108-88-3	0.0005 J	0.0021 U	0.199 U	54.4	3.08	0.0342	0.195	0.0054	0.0052	0.001 J		
Xylenes, Total	16,000	320	1330-20-7	0.002 J	0.003 J	0.795 U	159	4.9	0.0453	0.311	0.0129	0.012	0.0059 J		
Semi-volatile Organic Compounds (mg/kg)															
Acenaphthene	4,700	NV	83-32-9	0.0068	0.0163	20.2	82.9	0.0262	0.0192 U	0.716	0.128	0.117	0.0043 U		
Acenaphthylene*	2,346	25.5	208-96-8	0.049	0.0867	5.86	414	0.144	0.0207	1.22	0.0813	0.0749	0.0778		
Anthracene	23,000	NV	120-12-7	0.0381	0.101	13.3	207	0.0968	0.019 J	3.96	0.15	0.136	0.0398 J		
Benzo(a)anthracene	0.9	NV	56-55-3	0.261	0.375	8.77	164	0.0916	0.179	31.4	0.329	0.0114 U	0.0039 J		
Benzo(a)pyrene	0.09	NV	50-32-8	0.344	0.362	6.64	131	0.068	0.196	41.7	0.0019 J	0.0011 J	0.118 B		
Benzo(b)fluoranthene	0.9	NV	205-99-2	0.388	0.385	5.43	103	0.0557	0.284	51.3	0.0022 J	0.0039 U	0.568		
Benzo(g,h,i)perylene*	2,346	11.1	191-24-2	0.199	0.09	2.31	47.1	0.0235	0.0923	14.9	0.0038 U	0.0039 U	0.142		
Benzo(k)fluoranthene	9	NV	207-08-9	0.141	0.163	2.07	38	0.0217	0.104	19.1	0.0038 U	0.0039 U	0.152		
Chrysene	88	NV	218-01-9	0.24	0.313	7.27	130	0.0725	0.177	25.2	0.0038 U	0.0039 U	0.0465		
Dibenz(a,h)anthracene	0.09	NV	53-70-3	0.0498	0.044	0.619	14.4	0.0071	0.0226	4.34	0.0038 U	0.0039 U	0.0224		
Fluoranthene	3,100	NV	206-44-0	0.352	0.428	18.8	332	0.167	0.331	32.1	0.0966	0.0757	0.384		
Fluorene	3,100	NV	86-73-7	0.0098	0.0822	13.6	299	0.119	0.0192 U	0.843	0.0824	0.0837	0.0021 J		
Indeno(1,2,3-cd)pyrene	0.9	NV	193-39-5	0.176	0.11	1.86	41.6	0.0194	0.081	16.1	0.0038 U	0.0039 U	0.253		
Naphthalene	1,600	170	91-20-3	0.0087	0.0118	0.121 U	1570	0.645	0.0192 U	1.18	0.0034 U	0.0049	0.0169		
Phenanthrene*	2,346	22.7	85-01-8	0.337	0.152	19	789	0.37	0.113	10.9	0.0257	0.0198	0.011		
Pyrene	2,300	NV	129-00-0	0.43	0.366	23	363	0.188	0.305	34.5	0.0433	0.0308	0.0583		
Metals (mg/kg)															
Arsenic	13	750	7440-38-2	10.3	12.8	14.6	532	3.77	7.55	8.7	6.44	2.55	7.32		
Barium	5,500	690,000	7440-39-3	50	125	27.2	6.01	34.7	46.3	87	20.2	18.8	5.86		
Cadmium	78	1,800	7440-43-9	0.12 J	0.05 J	0.08 J	0.05 J	0.08 J	0.12 J	0.83	0.14 J	0.08 J	0.72		
Chromium	230	270	7440-47-3	17.3	25.6	6.35	7.66	19.8	19.8	16.6	7.88	8.9	16.5		
Lead	400	NV	7439-92-1	13.8	19.6	7.46	5.27	6.28	27.9	15.7	16.6	11.5	15.2		
Mercury	23	10	7439-97-6	0.027	0.051	0.008 J	0.006 J	0.014	0.014	0.668	0.005 J	0.013	0.03		
Selenium	390	NV	7782-49-2	0.98 U	0.31 J	0.98 U	0.17 J	0.93 U	0.93 U	1.54	0.17 J	0.13 J	0.94 U		
Silver	390	NV	7440-22-4	0.48 U	0.3 U	0.48 U	0.48 U	0.46 U	0.45 U	0.45 U	0.5 U	0.47 U	0.46 U		
General Chemistry (mg/kg)															
Cyanide, Total	1,600	NV	57-12-5	0.34	0.14 J	0.27 U	0.27 U	0.28 U	0.17 J	48.5	10.6	11.4	0.26 U		
Cyanide, Amenable	1,600	NV	57-12-5A	0.13 J	0.31 U	0.3 U	0.27 U	0.28 U	0.29 U	30.5	5.53 U	2.82 U	0.28 U		
													3.3		
													3.24 U		

Table O-1
HAA Soil Analytical Results Compared to TACO Tier 1 Residential Remediation Objectives
Former Ameren Decatur MGP Site
Decatur, Illinois

Compound	Residential		Sample ID Date Depth (ft bgs)	Cas No.	SP-09										SP-10		SP-11	
	Ingestion Remediation Objective	Inhalation Remediation Objective			12/17/2020		36-38		12/17/2020		36-38		12/16/2020		40-42			
					01-03	06-08	01-03	06-08	01-03	06-08	01-03	06-08	01-03	06-08				
Volatile Organic Compounds (mg/kg)																		
Benzene	12	0.8	71-43-2		0.553 U		0.106	0.0006 J	0.0006 J	0.0037 U	0.0124	0.0037 U	0.0255 U	0.0231 U	0.0249 U	0.0254 U	0.0287 U	2.05
Ethylbenzene	7,800	400	100-41-4		1.29	0.0078 J	0.0005 J	0.0005 J	0.0648	0.0509 U	0.0648	0.0509 U	0.027 J	0.0503 U	0.026 J	0.0509 U	0.027 J	12.8
Toluene	16,000	650	108-88-3		0.26 J	0.288	0.0011 J	0.0011 J	0.035 J	0.0509 U	0.035 J	0.0509 U	0.016 J	0.0503 U	0.011 J	0.0509 U	0.019 J	4.72
Xylenes, Total	16,000	320	1330-20-7		1.4 J	0.042 J	0.008 U	0.008 U	0.483	0.204 U	0.483	0.204 U	0.053 J	0.201 U	0.1 J	0.203 U	0.18 J	36.3
Semivolatile Organic Compounds (mg/kg)																		
Acenaphthene	4,700	NV	83-32-9		7.2	0.013	0.0037 U	0.0037 U	0.0124	0.0037 U	0.0124	0.0037 U	0.0037 U	63.8	0.0242	0.0189 U	0.0199 U	5.02
Acenaphthylene*	2,346	25.5	208-96-8		26.9	0.0527	0.0037 U	0.0037 U	0.0084	0.0018 J	0.0084	0.0018 J	0.0018 J	289	0.114	0.0074 J	0.0352	17.2
Anthracene	23,000	NV	120-12-7		18.5	0.055	0.0037 U	0.0037 U	0.0351	0.0018 J	0.0351	0.0018 J	0.018	0.0038 U	0.006	0.0093 J	0.0215	11.7
Benzo(a)anthracene	0.9	NV	56-55-3		27.2	0.0669	0.0047 J	0.0047 J	0.153	0.0058 J	0.153	0.0058 J	2.63	0.0074 J	0.0074 J	0.0797	0.17	8.59
Benzo(b)pyrene	0.09	NV	50-32-8		29.1	0.0657	0.0036 BJ	0.0036 BJ	0.176 B	0.0276	0.176 B	0.0276	0.0276	223	0.0177	0.0872	0.218	7.84
Benzo(k)fluoranthene	0.9	NV	205-99-2		24	0.0498	0.0051	0.0051	0.197	0.0099	0.197	0.0099	1.85	0.0052	0.0052	0.109	0.219	7.74
Benzo(e)pyrene*	2,346	11.1	191-24-2		8.03	0.0234	0.004	0.004	0.113	0.0069	0.113	0.0069	0.893	0.0038 U	0.0052	0.0464	0.166	1.95
Benzo(b)fluoranthene	9	NV	207-08-9		7.8	0.0141	0.0037 U	0.0037 U	0.0741	0.0037 U	0.0741	0.0037 U	0.58	0.0038 U	0.0037 U	0.0352	0.0762	2.83
Chrysene	88	NV	218-01-9		21.1	0.0527	0.0029 J	0.0029 J	0.141	0.0062	0.141	0.0062	2.02	0.0052	0.0052	0.0575	0.162	6.1
Dibenz(a,h)anthracene	0.09	NV	53-70-3		1.59	0.0041	0.0037 U	0.0037 U	0.0303	0.0037 U	0.0303	0.0037 U	0.0037 U	17	0.0038 U	0.013 J	0.0371	0.569
Fluoranthene	3,100	NV	206-44-0		18.1	0.0477	0.0037 U	0.0037 U	0.261	0.0051	0.261	0.0051	4.94	0.0128	0.0141	0.132	0.178	18.4
Fluorene	3,100	NV	86-73-7		18.1	0.0017 J	0.0037 U	0.0037 U	0.014	0.0037 U	0.014	0.0037 U	1.33	0.0037 U	0.0145	0.0199 U	0.0199 U	14.8
Indeno(1,2,3-cd)pyrene	0.9	NV	193-39-5		6.36	0.0167	0.0025 J	0.0025 J	0.0965	0.0047	0.0965	0.0047	72.2	0.0026 J	0.0026 J	0.0408	0.127	2.04
Naphthalene	1,600	170	91-20-3		0.106	0.0067	0.0037 U	0.0037 U	0.01	0.0033 J	0.0037 U	0.0033 J	0.0338	1.8 J	0.0867	0.0189 U	0.0199 U	63
Phenanthrene*	2,346	22.7	85-01-8		67.7	0.0331	0.0033 J	0.0033 J	0.18	0.0084	0.18	0.0084	951	0.0474	0.0283	0.0464	0.0997	46.9
Pyrene	2,300	NV	129-00-0		76.3	0.234	0.0054	0.0054	0.234	0.0121	0.234	0.0121	6.63	701	0.022	0.143	0.25	16.3
Metals (mg/kg)																		
Arsenic	13	750	7440-38-2		6.11	4.45	5.99	5.99	10.7	5.27	16.1	5.27	5.27	5.27	5.2	7.98	11	3.94
Barium	5,500	690,000	7440-39-3		103	6.02	46.6	46.6	149	46.1	34.9	7.38	7.38	7.38	0.07 J	123	146	17.3
Cadmium	78	1,800	7440-43-9		0.17 J	0.05 J	0.06 J	0.06 J	0.25	0.1 J	0.1 J	0.19 U	0.1 J	0.19 U	0.32	0.32	0.48	0.3 U
Chromium	230	270	7440-47-3		14.2	4.76	18.5	14.2	17.4	15.1	16.4	6.8	16.4	6.8	16.6	16.6	16.5	9.09
Lead	400	NV	7439-92-1		81.6	4.17	6.56	10.6	40	12.7	8.34	3.95	6.25	6.25	6.25	43.2	105	7.14
Mercury	23	10	7439-97-6		0.752	0.011 U	0.01 J	0.02	0.1	0.021	0.011 U	0.011 U	0.014	0.096 U	0.014	0.059	1.1	0.021
Selenium	390	NV	7782-49-2		0.33 J	0.93 U	0.93 U	0.96 U	0.42 J	0.94 U	0.96 U	0.96 U	0.17 J	0.96 U	0.94 U	1 U	0.96 U	1 U
Silver	390	NV	7440-22-4		0.47 U	0.46 U	0.47 U	0.48 U	0.49 U	0.48 U	0.48 U	0.48 U	0.48 U	0.48 U	0.47 U	0.5 U	0.48 U	0.5 U
General Chemistry (mg/kg)																		
Cyanide, Total	1,600	NV	57-12-5		9.31	0.29 U	0.29 U	0.29 U	0.66	0.27 U	2.02	0.27 U	0.27 U	0.28 U	0.27 U	0.2 JR	1.33	2.38
Cyanide, Amenable	1,600	NV	57-12-5A		1.61 U	0.29 U	0.36 U	0.36 U	0.66	0.27 U	0.97	0.27 U	0.27 U	0.28 U	0.27 U	0.29 U	1.33	0.64

Table O-1
HAA Soil Analytical Results Compared to TACO Tier 1 Residential Remediation Objectives
Former Ameren Decatur MGP Site
Decatur, Illinois

Compound	Residential		Sample ID	SP-12		SP-12		SP-12DUP		SP-13		SP-13	
	Ingestion Remediation Objective	Inhalation Remediation Objective		Date		12/15/2020		12/15/2020		12/14/2020		12/15/2020	
				Depth (ft bgs)	Case No.	00-02	06-08	23-25	23-25	01-03	08-10	53-55	53-55
Volatile Organic Compounds (mg/kg)													
Benzene	12	0.8	71-43-2	0.02 J		0.956	0.0446 U	0.0259 U	0.025 J	0.0224 U		0.0022	
Ethylbenzene	7,800	400	100-41-4	0.023 J		0.283	0.019 J	0.01 J	0.058 J	0.0083 J		0.001 J	
Toluene	16,000	650	108-88-3	0.02 J		0.209	0.0891 U	0.0096 J	0.137	0.0083 J		0.0035	
Xylenes, Total	16,000	320	1330-20-7	0.13 J		0.531	0.356 U	0.207 U	0.278	0.044 J		0.0023 J	
Semi-volatile Organic Compounds (mg/kg)													
Acenaphthene	4,700	NV	83-32-9	0.0268		0.0289	1.94	2.89	0.018 U	0.0036 U		0.004 U	
Acenaphthylene*	2,346	25.5	208-96-8	0.01 J		0.216	2.45	4.28	0.0265	0.0036 U		0.004 U	
Anthracene	23,000	NV	120-12-7	0.0722		0.181	0.564	0.916	0.016 J	0.0036 U		0.004 U	
Benzo(a)anthracene	0.9	NV	56-55-3	0.241		1.53	2.97	4.06	0.113	0.0107 U		0.0117 U	
Benzo(a)pyrene	0.09	NV	50-32-8	0.213		1.93	11.2	14.8	0.16	0.0036 U		0.004 U	
Benzo(b)fluoranthene	0.9	NV	205-99-2	0.293		2.29	6.69	10	0.192	0.0036 U		0.004 U	
Benzo(k)fluoranthene	2,346	11.1	191-24-2	0.097		0.654	3.26	5.34	0.0882	0.0036 U		0.004 U	
Benzo(g,h,i)perylene*	9	NV	207-08-9	0.101		0.768	2.13	2.81	0.0688	0.0036 U		0.004 U	
Benzo(k)fluoranthene	88	NV	218-01-9	0.246		1.32	4.02	5.6	0.104	0.0036 U		0.004 U	
Chrysene	0.09	NV	53-70-3	0.0268		0.198	0.828	1.18	0.0229	0.0036 U		0.004 U	
Dibenz(a,h)anthracene	3,100	NV	206-44-0	0.501		1.84	5.36	10.2	0.0988	0.0036 U		0.004 U	
Fluoranthene	3,100	NV	86-73-7	0.0289		0.0443	0.536	0.952	0.018 U	0.0036 U		0.004 U	
Fluorene	0.9	NV	193-39-5	0.0929		0.645	2.86	4.36	0.0741	0.0036 U		0.004 U	
Indeno(1,2,3-cd)pyrene	1,600	170	91-20-3	0.0227		0.0731	0.0959 U	0.0916 U	0.0194	0.0036 U		0.004 U	
Naphthalene	2,346	22.7	85-01-8	0.343		0.633	0.179	0.305	0.0476	0.0036 U		0.004 U	
Phenanthrene*	2,300	NV	129-00-0	0.431		1.96	18.2	33.2	0.139	0.0036 U		0.004 U	
Metals (mg/kg)													
Arsenic	13	750	7440-38-2	8.74		9.1	4.87	3	7.01	5.75		3.05	
Barium	5,500	690,000	7440-39-3	80.1		141	7.87	6.49	63.7	33.5		86.9	
Cadmium	78	1,800	7440-43-9	0.25		0.26	0.1 J	0.06 J	0.15 J	0.05 J		0.12 J	
Chromium	230	270	7440-47-3	18.5		16.9	6.14	5.7	11.9	14.1		22.3	
Lead	400	NV	7439-92-1	60		56.4	9.98	5.77	35.1	7.6		10.3	
Mercury	23	10	7439-97-6	0.057		0.121	0.008 J	0.009 J	0.113	0.009 J		0.019	
Selenium	390	NV	7782-49-2	0.57 J		0.23 J	0.17 J	0.18 J	0.91 U	0.91 U		0.91 U	
Silver	390	NV	7440-22-4	0.49 U		0.46 U	0.48 U	0.49 U	0.45 U	0.45 U		0.45 U	
General Chemistry (mg/kg)													
Cyanide, Total	1,600	NV	57-12-5	0.33		0.51	0.09 J	0.28 U	0.26 U	0.28 U		0.3 U	
Cyanide, Amenable	1,600	NV	57-12-5A	0.33		0.51	0.29 U	0.28 U	0.26 U	0.28 U		0.3 U	

Table O-1
HAA Soil Analytical Results Compared to TACO Tier 1 Residential Remediation Objectives
Former Ameren Decatur MGP Site
Decatur, Illinois

Compound	Residential		Sample ID	Volatile Organic Compounds (mg/kg)																	
	Ingestion Remediation Objective	Inhalation Remediation Objective		Date	SP-14 1/5/2021	SP-14 1/5/2021	SP-15 1/6/2021	SP-15 1/6/2021	SP-15 1/6/2021	SP-19 1/11/2021	SP-19 1/11/2021	SP-19 1/11/2021	SP-20 1/1/2021	SP-20 1/1/2021	SP-20 1/1/2021	SP-20 1/1/2021	SP-20 1/1/2021	SP-23 8/18/2021	SP-23 8/18/2021		
																				Depth (ft bgs)	01-03
				Gas No.																	
Volatile Organic Compounds (mg/kg)	12	0.8	71-43-2	0.0012 U	0.0015 J	1.18	0.02 U	0.0658	0.0271 U	0.0915 U	0.0321	0.003 U	0.0013	0.0306 U	0.063	0.0018	0.0074	0.0683 J+	0.0024		
	7,800	400	100-41-4	0.0024 U	0.0401 U	0.0042	0.0005 J	0.041 J	0.16 J	0.16 J	0.0656	0.0061 U	0.001 J	0.0611 U	0.206	0.0014 J	0.002 J	0.959 J+	0.0021		
	16,000	650	108-88-3	0.0005 J	0.0401 U	0.0081	0.0007 J	0.017 J	0.183 U	0.183 U	0.146	0.0061 U	0.0028	0.0611 U	0.539	0.0039	0.0093	0.268 J+	0.005		
	16,000	320	1330-20-7	0.0095 U	0.161 U	0.0104	0.0017 J	0.256	0.16 J	0.16 J	0.11	0.0242 U	0.0017 J	0.245 U	1.78	0.0027 J	0.006 J	2.32 J+	0.0071 U		
	Semi-volatile Organic Compounds (mg/kg)																				
	4,700	NV	83-32-9	0.0846	0.0015 J	1.18	0.02 U	0.0658	2.81	0.0117	0.0037 U	0.0038 U	2.17 S	0.038 J	0.0038 U	0.0038 U	3.28	0.0038 U	0.0038 U		
	2,346	25.5	208-96-8	0.0254	0.0015 J	0.829	0.012 J	0.02 J	4.53	0.0171	0.0037 U	0.0038 U	0.0604	0.348	0.0038 U	0.0038 U	20.9	0.0038 U	0.0038 U		
	23,000	NV	120-12-7	0.207	0.0019 J	0.0127	0.014 J	0.156	2.03	0.0175	0.0037 U	0.0038 U	0.0479	0.241	0.0038 U	0.0038 U	27	0.0038 U	0.0038 U		
	0.9	NV	56-55-3	0.379	0.003 J	0.0055 J	0.125	0.381	2.73	0.0263	0.011 U	0.011 U	0.0221 U	1.35	0.003 J	0.0112 U	65.4	0.0112 U	0.0112 U		
	0.09	NV	50-32-8	0.343	0.0019 J	0.0029 J	0.118	0.371	3.05	0.0212	0.0015 J	0.0038 U	0.0075 U	2	0.0015 J	0.0038 U	89.6	0.0038 U	0.0038 U		
0.9	NV	205-99-2	0.368	0.0038 U	0.0029 J	0.139	0.399	2.13	0.0161	0.0026 J	0.0038 U	0.0075 U	3.32	0.0022 J	0.0038 U	97.6	0.0038 U	0.0038 U			
2,346	11.1	191-24-2	0.133	0.0038 U	0.0018 J	0.0529	0.118	0.858	0.0135	0.0037 U	0.0038 U	0.0075 U	1.29	0.0038 U	0.0038 U	54.4	0.0038 U	0.0038 U			
9	NV	207-08-9	0.135	0.0038 U	0.0037 J	0.047	0.158	0.602	0.0051	0.0037 U	0.0038 U	0.0075 U	1.66	0.0037 U	0.0038 U	54.6	0.0038 U	0.0038 U			
88	NV	218-01-9	0.31	0.0015 J	0.0029 J	0.0823	0.315	2.17	0.0161	0.0037 U	0.0038 U	0.0075 U	1.30	0.0038 U	0.0038 U	11.1	0.0038 U	0.0038 U			
0.09	NV	53-70-3	0.0398	0.0038 U	0.0037 U	0.016 J	0.0459	0.186	0.0037 U	0.0037 U	0.0038 U	0.03	0.245	0.006	0.0038 U	130	0.0038 U	0.0038 U			
3,100	NV	206-44-0	0.818	0.0041	0.0098	0.157	0.618	5.75	0.0485	0.0157	0.0037 U	0.0038 U	0.0552	0.421	0.0038 U	0.0038 U	14.2	0.0038 U	0.0038 U		
3,100	NV	86-73-7	0.0833	0.0019 J	0.0903	0.02 U	0.0638	2.52	0.0161	0.0037 U	0.0038 U	0.0075 U	1.05	0.0038 U	0.0038 U	48.6	0.0038 U	0.0038 U			
0.9	NV	193-39-5	0.137	0.0038 U	0.0037 U	0.049	0.13	0.687	0.0074	0.0038 U	0.0038 U	0.0066 J	0.0919	0.0038 U	0.0038 U	18.9	0.0038 U	0.0038 U			
1,600	170	91-20-3	0.0488	0.0089	0.197	0.02 U	0.0579	0.014 J	0.0514	0.0037 U	0.0038 U	0.0066 J	0.0919	0.0038 U	0.0038 U	114	0.0067 U	0.0067 U			
2,346	22.7	85-01-8	0.766	0.0063	0.016	0.0627	0.624	8.48	0.0821	0.0821	0.0271	0.0361	1.08	0.0052	0.0038 U	0.0038 U	127	0.0038 U	0.0038 U		
2,300	NV	129-00-0	0.703	0.0045	0.0069	0.169	0.535	9.84	0.0821	0.0821	0.0044	0.384	2.37	0.0045	0.0038 U	0.0038 U					
Metals (mg/kg)	13	750	7440-38-2	9.96	5.27	2.52	9.17	11.6	9.31	5.83	6.11	23.8	2.38	40.1	8.07	9.87	21.1	6.74			
	5,500	690,000	7440-39-3	125	33	4.14	170	122	8.17	38.4	19.1	54.6	9.01	93.8	30.7	16.5	75	31.2			
	1,800	78	7440-43-9	0.19	0.05 J	0.08 J	0.21	0.21	0.18 U	0.2 U	0.11 J	0.005 J	0.18 U	2.09	0.05 J	0.07 J	1.63	0.19 U			
	230	270	7440-47-3	19.3	14.6	10.3	16.4	12.8	7	17.9	11.8	7.56	10.5	12.5	17.3	8.32	8.94	16.2			
		NV	7439-92-1	63.3	7.74	3.8	37.3	182	6.18	6.84	8.6	9.77	6.04	105	8.64	8.42	98.2 J	9.47 J			
		Lead	7439-97-6	683	408	0.014	0.19 S	0.882	0.007 J	0.008 J	0.011	0.011 J	0.011 U	0.095	0.011	0.012	0.152	0.011 U			
	23	10	7439-97-6	683	408	0.014	0.19 S	0.882	0.007 J	0.008 J	0.011	0.011 J	0.011 U	0.095	0.011	0.012	0.152	0.011 U			
	390	NV	7782-49-2	0.3 J	1 U	0.51 J	0.25 J	0.91 U	0.98 U	0.2 J	0.2 J	0.91 U	0.17 J	0.52 J	0.94 U	0.33 J	1.73	0.93 U			
		NV										0.5 U	0.45 U	0.47 U	0.47 U	0.47 U	0.5 U	0.46 U			
	390	NV	7440-22-4	0.47 U	0.5 U	0.3 U	0.46 U	0.49 U	0.45 U	0.49 U	0.49 U	0.5 U	0.45 U	0.45 U	0.45 U	0.45 U	0.45 U	0.45 U	0.46 U		
General Chemistry (mg/kg)																					
	1,600	NV	57-12-5	0.31 U	0.26 U	0.28 U	0.18 J	0.29 U	0.28 U	0.26 U	0.28 U	0.27 U	0.3	0.3	0.28 U	0.28 U	3.97 J	0.26 U			
	1,600	NV	57-12-5A	0.31 U	0.27 U	0.28 U	0.18 J	0.29 U	0.28 U	0.26 U	0.28 U	0.27 U	0.3	0.3	0.28 U	0.28 U	1.39 U	0.26 U			

Table O-1
HAA Soil Analytical Results Compared to TACO Tier 1 Residential Remediation Objectives
Former Ameren Decatur MGP Site
Decatur, Illinois

Compound	Residential		Sample ID Date Depth (ft bgs)	SP-23 8/18/2021 35-37	SP-24 8/18/2021 02-03	SP-24 8/18/2021 09-10	SP-24 8/17/2021 43.5-44.5	SP-25 8/17/2021 02-03	SP-25 8/17/2021 08-10	SP-25 DUP 8/17/2021 08-10	SP-25 8/16/2021 01-03	SP-26 8/16/2021 09-10	SP-26 8/16/2021 30-32	SP-26 8/16/2021 36-37	
	Ingestion Remediation Objective	Inhalation Remediation Objective													
															CAs No.
Volatile Organic Compounds (mg/kg)															
Benzene	12	0.8	71-43-2	0.0019	0.19	0.0025	0.0038	0.0022	0.0022	0.0024	0.0039	0.0024	0.0016	0.0313	0.019 U
Ethylbenzene	7,800	400	100-41-4	0.0018 U	0.593	0.0019	0.0022	0.0018	0.0017 U	0.0029	0.0029	0.0024	0.0017 U	0.056	0.0524
Toluene	650	400	108-88-3	0.0034	0.927	0.0053	0.0078	0.0044	0.0043	0.005	0.008	0.0043	0.0028	0.041 U	0.0379 U
Xylenes, Total	16,000	320	1330-20-7	0.0065 U	3.78	0.0067 U	0.0077 U	0.0069 U	0.0069 U	0.0078 U	0.0088 U	0.0078 U	0.0067 U	0.253	0.239
Semivolatile Organic Compounds (mg/kg)															
Acenaphthene	4,700	NV	83-32-9	0.0036 U	0.228	0.0038 U	0.0038 U	0.0116	0.0038 U	0.0067	0.0039 U	0.0037 U	0.0038 U	21.2	5.97
Acenaphthylene*	2,346	25.5	208-96-8	0.0036 U	3.34	0.0038 U	0.0038 U	0.0044	0.0038 U	0.0038 U	0.0039 U	0.0037 U	0.0038 U	1.5	1.61
Anthracene	23,000	NV	120-12-7	0.0036 U	2.16	0.0038 U	0.0038 U	0.0069	0.0038 U	0.0038 U	0.0039 U	0.0037 U	0.0038 U	4.22	2.49
Benzo(a)anthracene	0.9	NV	56-55-3	0.0107 U	17.4	0.0111 U	0.011 U	0.0135	0.0111 U	0.0111 U	0.0116 U	0.0111 U	0.0111 U	4.91	4.62
Benzo(b)pyrene	0.09	NV	50-32-8	0.0036 U	22.7	0.0038 U	0.0038 U	0.0178	0.0038 U	0.0038 U	0.0039 U	0.0037 U	0.0038 U	4.5	5.43
Benzo(k)fluoranthene	0.9	NV	205-99-2	0.0036 U	23.8	0.0038 U	0.0038 U	0.0189	0.0038 U	0.0038 U	0.0039 U	0.0037 U	0.0038 U	3.06	3.45
Benzo(g,h,i)perylene*	2,346	11.1	191-24-2	0.0036 U	10.1	0.0038 U	0.0038 U	0.0142	0.0038 U	0.0038 U	0.0039 U	0.0037 U	0.0038 U	1.71	2.4
Benzo(k)fluoranthene	9	NV	207-08-9	0.0036 U	8.31	0.0038 U	0.0038 U	0.0069	0.0038 U	0.0038 U	0.0039 U	0.0037 U	0.0038 U	1	1.2
Chrysene	88	NV	218-01-9	0.0036 U	15	0.0038 U	0.0038 U	0.0113	0.0038 U	0.0038 U	0.0039 U	0.0037 U	0.0038 U	4	4.07
Dibenz(a,h)anthracene	0.09	NV	53-70-3	0.0036 U	23.5	0.0038 U	0.0038 U	0.0037 U	0.0038 U	0.0038 U	0.0039 U	0.0037 U	0.0038 U	0.434	0.474
Fluoranthene	3,100	NV	206-44-0	0.0036 U	24.1	0.0056	0.0038 U	0.0186	0.0038 U	0.007	0.0039 U	0.0037 U	0.0038 U	8.38	8.3
Fluorene	3,100	NV	86-73-7	0.0036 U	0.57	0.0038 U	0.0038 U	0.0065	0.0038 U	0.0038 U	0.0039 U	0.0037 U	0.0038 U	6.8	1.82
Indeno(1,2,3-cd)pyrene	0.9	NV	193-39-5	0.0036 U	8.75	0.0038 U	0.0038 U	0.012	0.0038 U	0.0038 U	0.0039 U	0.0037 U	0.0038 U	1.39	1.6
Naphthalene	1,600	170	91-20-3	0.0036 U	2.16	0.0038 U	0.0038 U	0.0207 U	0.0038 U	0.0038 U	0.0039 U	0.0037 U	0.0038 U	0.0375 U	0.201
Phenanthrene*	2,346	22.7	85-01-8	0.0064 U	9.04	0.0067 U	0.0066 U	0.0509	0.0074	0.0144	0.0069 U	0.0066 U	0.0066 U	0.394	5.03
Pyrene	2,300	NV	129-00-0	0.0036 U	28.5	0.0067	0.0044	0.0291	0.0038 U	0.0096	0.0039 U	0.0037 U	0.0038 U	12.8	12.9
Metals (mg/kg)															
Arsenic	13	750	7440-38-2	2.31 U	16	4.36	2.45 U	6.19	5.06	4.61	2.45 U	4.88	4.64	5.25	2.31 U
Barium	5,500	690,000	7440-39-3	11.1	76.1	24.8	6.24	32.6	31.2	29.4	9.96	33.5	30.4	24.2	10.7
Cadmium	78	1,800	7440-43-9	0.19 U	1.54	0.18 U	0.2 U	0.19 U	0.19 U	0.19 U	0.2 U	0.19 U	0.19 U	0.19 U	0.19 U
Chromium	230	270	7440-47-3	7.05	12.4	11.1	5.05	14.3	15.6	16.1	6.43	17.3	17.1	7.21	6.46
Lead	400	NV	7439-92-1	5.46	91	7.48	5.04	8.72	7.78	7.4	3.43	9.42	8.29	10.7	12.4
Mercury	23	10	7439-97-6	0.01 U	0.173	0.011 U	0.011 U	0.011 U	0.011 U	0.011 U	0.012 U	0.011 U	0.011 U	0.01 U	0.011 U
Selenium	390	NV	7782-49-2	0.93 U	1.32	0.91 U	0.94 U	0.93 U	0.96 U	0.94 U	0.98 U	0.96 U	0.93 U	0.96 U	0.93 U
Silver	390	NV	7440-22-4	0.46 U	0.49 U	0.45 U	0.49 U	0.46 U	0.48 U	0.47 U	0.49 U	0.48 U	0.46 U	0.48 U	0.46 U
General Chemistry (mg/kg)															
Cyanide, Total	1,600	NV	57-12-5	0.25 U	0.94	0.28 U	0.24 U	0.26 U	0.25 U	0.25 U	0.24 U	0.26 U	0.28 U	0.23 U	0.23 U
Cyanide, Amenable	1,600	NV	57-12-5A	0.26 U	0.28 U	0.28 U	0.24 U	0.26 U	0.25 U	0.27 U	0.28 U	0.26 U	0.28 U	0.27 U	0.24 U

Table O-1
HAA Soil Analytical Results Compared to TACO Tier 1 Residential Remediation Objectives
Former Ameren Decatur MGP Site
Decatur, Illinois

Compound	Residential		Sample ID Date Depth (ft bgs) Cas No.	SP-26														SP-27		SP-28		SP-28	
	Ingestion Remediation Objective	Inhalation Remediation Objective		8/17/2021		8/17/2021		8/17/2021		8/17/2021		8/17/2021		8/17/2021		8/17/2021		8/17/2021					
				41-43	01-03	09-10	30-32	37.5-38.5	41-43	01-03	09-10	30-32	37.5-38.5	41-43	01-03	09-10	30-32	37.5-38.5	41-43	01-03	09-10		
Volatile Organic Compounds (mg/kg)																							
Benzene	12	0.8	71-43-2	2.46	0.0022	0.0027	0.0027	0.0029 U	5.5 U	1.95		0.0044		0.0031									
Ethylbenzene	7,800	400	100-41-4	0.0018 U	0.0018 U	0.0023	0.0026	0.0458 U	11 U	0.0012 U		0.0034		0.0028									
Toluene	16,000	650	108-88-3	0.0044	0.0039	0.0056	0.0056	0.0458 U	11 U	0.0017		0.0097		0.007									
Xylenes, Total	16,000	320	1330-20-7	0.0072 U	0.007 U	0.0067 U	0.0067 U	0.185	44 U	0.0047 U		0.0084 U		0.007 U									
Semivolatile Organic Compounds (mg/kg)																							
Acenaphthene	4,700	NV	83-32-9	0.0054	0.0037 U	0.0038 U	0.0038 U	11.3	126	0.0074		0.0036 U		0.0037 U									
Acenaphthylene*	2,346	25.5	208-96-8	0.0037 U	0.0037 U	0.0038 U	0.0038 U	1.3	15	0.0038 U		0.0036 U		0.0037 U									
Anthracene	23,000	NV	120-12-7	0.0037 U	0.0037 U	0.0038 U	0.0038 U	3.63	53.1	0.0038 U		0.0036 U		0.0037 U									
Benzo(a)anthracene	0.9	NV	56-55-3	0.0109 U	0.011 U	0.011 U	0.011 U	4.86	57.2	0.0112 U		0.0105 U		0.0109 U									
Benzo(a)pyrene	0.09	NV	50-32-8	0.0037 U	0.0124	0.0038 U	0.0038 U	5.01	60	0.0048		0.0036 U		0.0037 U									
Benzo(b)fluoranthene	0.9	NV	205-99-2	0.0037 U	0.0194	0.0038 U	0.0038 U	3.31	43	0.0038 U		0.0036 U		0.0037 U									
Benzo(g,h,i)perylene*	2,346	11.1	191-24-2	0.0037 U	0.0102	0.0038 U	0.0038 U	1.41	15.7	0.0038 U		0.0036 U		0.0037 U									
Benzo(k)fluoranthene	9	NV	207-08-9	0.0037 U	0.007	0.0038 U	0.0038 U	1.01	14.4	0.0038 U		0.0036 U		0.0037 U									
Chrysene	88	NV	218-01-9	0.0037 U	0.0128	0.0038 U	0.0038 U	3.98	48	0.0038 U		0.0036 U		0.0037 U									
Dibenz(a,h)anthracene	0.09	NV	53-70-3	0.0037 U	0.0037 U	0.0038 U	0.0038 U	0.393	4.46	0.0038 U		0.0036 U		0.0037 U									
Fluoranthene	3,100	NV	206-44-0	0.0076	0.034	0.0038 U	0.0038 U	7.29	103	0.0078		0.0036 U		0.0037 U									
Fluorene	3,100	NV	86-73-7	0.0037 U	0.0037 U	0.0038 U	0.0038 U	4.44	62.8	0.0045		0.0036 U		0.0037 U									
Indeno(1,2,3-cd)pyrene	0.9	NV	193-39-5	0.0037 U	0.0081	0.0038 U	0.0038 U	1.19	13.8	0.0038 U		0.0036 U		0.0037 U									
Naphthalene	1,600	170	91-20-3	0.0037 U	0.0037 U	0.0038 U	0.0038 U	0.0584	87.6	0.0119 U		0.105 U		0.109 U									
Phenanthrene*	2,346	22.7	85-01-8	0.0069	0.0165	0.0067 U	0.0067 U	0.596	185	0.0167		0.0063 U		0.0065 U									
Pyrene	2,300	NV	129-00-0	0.0116	0.0275	0.0038 U	0.0038 U	11.4	160	0.0115		0.0036 U		0.0037 U									
Metals (mg/kg)																							
Arsenic	13	750	7440-38-2	4.45	5.26	4.36	4.36	8.6	2.45 U	3.17		3.58		5.52									
Barium	5,500	690,000	7440-39-3	38.9	39.6	27.4	27.4	14.5	10.4	40.6		9.72		34									
Cadmium	78	1,800	7440-43-9	0.19 U	0.19 U	0.2 U	0.2 U	0.2 U	0.2 U	0.19 U		0.19 U		0.18 U									
Chromium	230	270	7440-47-3	16.6	16.3	16.9	16.9	6.82	7.43	18		5.12		17									
Lead	400	NV	7439-92-1	6.81	8.6	7.23	7.23	14.6	9.06	7.44		9.12		8.51									
Mercury	23	10	7439-97-6	0.011	0.011 U	0.011 U	0.011 U	0.011 U	0.011 U	0.011 U		0.009 U		0.009 U									
Selenium	390	NV	7782-49-2	0.96 U	0.93 U	0.98 U	0.98 U	0.98 U	0.98 U	0.96 U		0.93 U		0.91 U									
Silver	390	NV	7440-22-4	0.48 U	0.46 U	0.49 U	0.49 U	0.49 U	0.49 U	0.48 U		0.46 U		0.45 U									
General Chemistry (mg/kg)																							
Cyanide, Total	1,600	NV	57-12-5	0.23 U	0.24 U	0.28 U	0.28 U	0.24 U	0.26 U	0.26 U		0.26 U		0.27 U									
Cyanide, Amenable	1,600	NV	57-12-5A	0.27 U	0.27 U	0.28 U	0.28 U	0.24 U	0.27 U	0.26 U		0.26 U		0.27 U									

Table O-1
HAA Soil Analytical Results Compared to TACO Tier 1 Residential Remediation Objectives
Former Ameren Decatur MGP Site
Decatur, Illinois

Notes:

* - Compound has a remediation objective based on non-TACO criteria.
Industrial/Commercial Tier 1 ingestion remediation objective for Benzo(a)pyrene is based on "Concentrations of Inorganic Chemicals in Background Soils for Counties Inside Metropolitan Statistical Areas" (Appendix A, Table G- TACO)
or "Concentrations of Polynuclear Aromatic Hydrocarbon Chemicals in Background Soils for Metropolitan Areas" (Appendix A, Table H - TACO) (PCB, 2013).
Cyanide, Amenable is using the TACO Tier 1 criteria for Cyanide, Total due to not having its own criteria.

Grey - Compound did not exceed the method detection limit.

Bold - Compound was detected above the method detection limit and exceeded the compared TACO Tier 1 Residential Ingestion or Inhalation remediation objective.

Acronyms

- NA: Compound not analyzed.
NV: No value provided for TACO Tier 1 remediation objective.
U: Compound was not detected above the reported sample quantitation (reporting) limit.
J: Compound was positively identified; the associated numerical value is the approximate concentration of the analyte in the sample.
UJ: Compound was not detected above the reported sample quantitation (reporting) limit.
However, the reported quantitation limit is approximate and may or may not represent the actual limit of quantitation necessary to accurately and precisely measure the compound in the sample.
J+: Compound or analyte was analyzed for and positively identified by the laboratory;
However the reported concentration is estimated, displaying high bias, due to non-conformances discovered during data validation. (Estimated, High Bias).
mg/kg: milligrams per kilogram
ft: feet
bgs: below ground surface
RACR Remedial Action Completion Report
SCGI: Soil Component of the Groundwater Ingestion
TACO: Tiered Approach to Corrective Action Objectives

Table O-2
2020-2021 Groundwater Analytical Results Compared to TACO Tier 1 Remediation Objectives
Former Ameren Decatur MGP Site
Decatur, Illinois

Compound	Sample ID	DTMW-02	DTMW-115	DTMW-116	DTMW-117	DTMW-118	DTMW-166	MW-103R	MW-104R	MW-112R	MW-114	MW-203	MW-204R	MW-212	MW-214
	Date	11/2/2021	11/2/2021	11/4/2021	11/3/2021	11/2/2021	11/4/2021	11/2/2021	11/3/2021	11/2/2021	11/2/2021	11/1/2021	11/2/2021	11/2/2021	11/2/2021
CAS No.															
Volatile Organic Compounds (mg/L)															
Benzene	71-43-2	0.0005 U	0.0005 U	0.0081	0.0005 U	0.0005 U	0.0189	0.0005 U	0.165	0.0601	0.0005 U	0.0005 U	0.0246	0.0005 U	0.0005 U
Ethylbenzene	100-41-4	0.002 U	0.002 U	0.002 U	0.002 U	0.002 U	0.108	0.002 U	0.201 J+	0.158	0.002 U	0.002 U	0.002 U	0.002 U	0.002 U
Naphthalene	91-20-3	0.0004 U	0.0004 U	0.000734 U	0.0004 U	0.0004 U	0.0935	0.0004 U	0.02 U	0.186	0.000618 U	0.0004 U	0.0004 U	0.0004 U	0.0004 U
Toluene	108-88-3	0.002 U	0.002 U	0.002 U	0.002 U	0.002 U	0.0078	0.002 U	0.0123	0.0527	0.002 U	0.002 U	0.002 U	0.002 U	0.002 U
Xylenes, Total	1330-20-7	0.004 U	0.004 U	0.004 U	0.004 U	0.004 U	0.0546	0.004 U	0.12	0.243	0.004 U	0.004 U	0.004 U	0.004 U	0.004 U
Semi-Volatile Organic Compounds (mg/L)															
Acenaphthene	83-32-9	0.00103 U	0.0001 U	0.0165	0.0746	0.00335 U	0.11	0.00276 U	0.168	0.0554	0.000193 U	0.0001 U	0.211	0.000163 U	0.0001 U
Acenaphthylene*	208-96-8	0.000479 U	0.0001 U	0.0172	0.00436	0.0073	0.0355	0.00526	0.0411	0.0612	0.000253 U	0.00201	0.00507	0.000137 U	0.0001 U
Anthracene	120-12-7	0.0003 U	0.0003 U	0.000397 U	0.0003 U	0.0003 U	0.00685	0.000755	0.00184	0.0125	0.0003 U	0.000311	0.00176	0.0003 U	0.0003 U
Benzo(a)anthracene	56-55-3	0.0001 U	0.0001 U	0.00102	0.0001 U	0.0001 U	0.00137	0.00104	0.000962	0.00299	0.0001 U	0.000328	0.0018	0.00021	0.0001 U
Benzo(a)pyrene	50-32-8	0.0002 U	0.0002 U	0.00102	0.0002 U	0.0002 U	0.000963	0.000636	0.000565	0.00238	0.0002 U	0.0002 U	0.00249	0.0002 U	0.0002 U
Benzo(g,h,i)perylene*	191-24-2	0.0002 U	0.0002 U	0.00046	0.0002 U	0.0002 U	0.000465	0.000222	0.000254	0.00116	0.0002 U	0.0002 U	0.00191	0.0002 U	0.0002 U
Benzo(b)fluoranthene	205-99-2	0.0001 U	0.0001 U	0.000847	0.0001 U	0.0001 U	0.000814	0.000757	0.000479	0.00263	0.0001 U	0.000218	0.00176	0.000166	0.0001 U
Benzo(k)fluoranthene	207-08-9	0.0001 U	0.0001 U	0.000293	0.0001 U	0.0001 U	0.000323	0.000265	0.000202	0.000994	0.0001 U	0.0001 U	0.000588	0.0001 U	0.0001 U
Chrysene	218-01-9	0.0001 U	0.0001 U	0.000854	0.0001 U	0.0001 U	0.0012	0.000877	0.000849	0.00228	0.0001 U	0.000266	0.00167	0.000164	0.0001 U
Dibenz(a,h)anthracene	53-70-3	0.0002 U	0.0002 U	0.0002 U	0.0002 U	0.0002 U	0.0002 U	0.0002 U	0.0002 U	0.000247	0.0002 U	0.0002 U	0.000344	0.0002 U	0.0002 U
Fluoranthene	206-44-0	0.0003 U	0.0003 U	0.000319 U	0.0003 U	0.0003 U	0.00761	0.00404	0.00349	0.0186	0.000268 U	0.00181	0.000298	0.0002 U	0.0002 U
Fluorene	86-73-7	0.0002 U	0.0002 U	0.000696 U	0.000634 U	0.0002 U	0.0398	0.00453	0.0614	0.0614	0.000268 U	0.00181	0.000298	0.0002 U	0.0002 U
Indeno(1,2,3-cd)pyrene	193-39-5	0.0002 U	0.0002 U	0.000347	0.0002 U	0.0002 U	0.000353	0.000237	0.0002 U	0.00114	0.0002 U	0.0002 U	0.00128	0.0002 U	0.0002 U
Phenanthrene*	85-01-8	0.0006 U	0.0006 U	0.0006 U	0.0006 U	0.0006 U	0.0414	0.00082 U	0.0414	0.0683	0.0006 U	0.0006 U	0.0006 U	0.0006 U	0.0006 U
Pyrene	129-00-0	0.0002 U	0.0002 U	0.00112 U	0.000421 U	0.0002 U	0.00881	0.00279	0.011	0.0132	0.0002 U	0.000917 U	0.00926	0.000683 U	0.0002 U
Metals (mg/L)															
Arsenic	7440-38-2	0.025 U	0.025 U	0.025 U	0.025 U	0.025 U	0.025 U	0.025 U	0.025 U	0.025 U	0.025 U	0.025 U	0.025 U	0.025 U	0.025 U
Barium	7440-39-3	0.116	0.0554	0.0797	0.241	0.0733	0.0681	0.0989	0.127	0.0554	0.0619	0.0928	0.257	0.0523	0.11
Cadmium	7440-43-9	0.002 U	0.002 U	0.002 U	0.002 U	0.002 U	0.002 U	0.002 U	0.002 U	0.002 U	0.002 U	0.002 U	0.002 U	0.002 U	0.002 U
Chromium	7440-47-3	0.005 U	0.005 U	0.005 U	0.0241	0.0176	0.005 U	0.005 U	0.005 U	0.005 U	0.005 U	0.005 U	0.0218	0.005 U	0.005 U
Lead	7439-92-1	0.015 U	0.015 U	0.015 U	0.015 U	0.015 U	0.015 U	0.015 U	0.015 U	0.015 U	0.015 U	0.015 U	0.015 U	0.015 U	0.015 U
Mercury	7439-97-6	0.0002 U	0.0002 U	0.0002 U	0.0002 U	0.0002 U	0.0002 U	0.0002 U	0.0002 U	0.0002 U	0.0002 U	0.0002 U	0.0002 U	0.0002 U	0.0002 U
Selenium	7782-49-2	0.001 U	0.001 U	0.001 U	0.001 U	0.001 U	0.001 U	0.001 U	0.001 U	0.001 U	0.001 U	0.001 U	0.001 U	0.001 U	0.001 U
Silver	7440-22-4	0.007 U	0.007 U	0.007 U	0.007 U	0.007 U	0.007 U	0.007 U	0.007 U	0.007 U	0.007 U	0.007 U	0.007 U	0.007 U	0.007 U
General Chemistry (mg/L)															
Cyanide, Total	57-12-ST	0.005 U	0.005 U	0.024	0.02	0.045	0.005 U	0.005 U	0.103	0.036	0.005 U	0.006	0.139	0.005 U	0.005 U
Cyanide, Amenable	57-12-SA	0.005 U	0.005 U	0.024	0.005 U	0.011	0.005 U	0.005 U	0.025 U	0.021	0.005 U	0.005 U	0.05 U	0.005 U	0.005 U

Table O-2
2020-2021 Groundwater Analytical Results Compared to TACO Tier 1 Remediation Objectives
Former Ameren Decatur MGP Site
Decatur, Illinois

Compound	CAS No.	Ingestion Class I Groundwater Remediation Objectives	Indoor Inhalation Remediation Objectives	
			Residential	Industrial/ Commercial
Volatile Organic Compounds (mg/L)				
Benzene	71-43-2	0.005	0.11	0.41
Ethylbenzene	100-41-4	0.7	0.37	1.4
Naphthalene	91-20-3	0.14	0.075	0.32
Toluene	108-88-3	1	530	530
Xylenes (total)	1330-20-7	10	30	93
Semi-Volatile Organic Compounds (mg/L)				
Acenaphthene	83-32-9	0.42	NV	NV
Acenaphthylene*	208-96-8	0.21	NV	NV
Anthracene	120-12-7	2.1	NV	NV
Benzo(a)anthracene	56-55-3	0.00013	NV	NV
Benzo(a)pyrene	50-32-8	0.0002	NV	NV
Benzo(g,h,i)perylene*	191-24-2	0.21	NV	NV
Benzo(b)fluoranthene	205-99-2	0.00018	NV	NV
Benzo(k)fluoranthene	207-08-9	0.00017	NV	NV
Chrysene	218-01-9	0.0015	NV	NV
Dibenzo(a,h)anthracene	53-70-3	0.0003	NV	NV
Fluoranthene	206-44-0	0.28	NV	NV
Fluorene	86-73-7	0.28	NV	NV
Indeno(1,2,3-c,d)pyrene	193-39-5	0.00043	NV	NV
Phenanthrene*	85-01-8	0.21	NV	NV
Pyrene	129-00-0	0.21	NV	NV
Metals (mg/L)				
Arsenic	7440-38-2	0.05	NV	NV
Barium	7440-39-3	2	NV	NV
Cadmium	7440-43-9	0.005	NV	NV
Chromium	7440-47-3	0.1	NV	NV
Lead	7439-92-1	0.0075	NV	NV
Mercury	7439-97-6	0.002	0.053	0.06
Selenium	7782-49-2	0.05	NV	NV
Silver	7440-22-4	0.05	NV	NV
General Chemistry (mg/L)				
Cyanide, Total	57-12-5T	0.2	NV	NV
Cyanide, Amenable	57-12-5A	0.2	NV	NV

Table O-2
2020-2021 Groundwater Analytical Results Compared to TACO Tier 1 Remediation Objectives
Former Ameren Decatur MGP Site
Decatur, Illinois

Notes:

Only samples from 2020 to 2021 are included in this table.

*Compound has a remediation objective based on non-TACO criteria.

-- Interference in analytical sampling

Grey - Compound did not exceed the method detection limit.

Compound was detected above the method detection limit and exceeded the TACO Tier 1 remediation objective for Class I groundwater ingestion.

Bold: Compound was detected above the method detection limit and exceeded the TACO Tier 1 remediation objective for residential indoor inhalation.

Bold/Underline: Compound was detected above the method detection limit and exceeded the TACO Tier 1 remediation objective for industrial/commercial indoor inhalation.

Acronyms:

NV: No value.

U: Compound was not detected above the reported sample quantitation (reporting) limit or the compound should be considered non-detected at the reported concentration due to the presence of contaminants detected in the associated blank(s).

J: Compound was positively identified; the associated numerical value is the approximate concentration of the analyte in the sample.

J-: The compound was analyzed for and positively identified by the laboratory; however the reported concentration is estimated, displaying low bias, due to non-conformances discovered during data validation. (Estimated, Low Bias)

J+: The compound was analyzed for and positively identified by the laboratory; however the reported concentration is estimated, displaying high bias, due to non-conformances discovered during data validation.

mg/L: milligrams per liter

ft: feet

bgs: below ground surface

RACR: Remedial Action Completion Report

TACO: Tiered Approach to Corrective Action Objectives



Legend

- Pre Remediation Sample no Exceedance of Residential RO
- Post Remediation Sample no Exceedance of Residential RO
- ◆ SSI Sample Exceedance of Residential RO
- Property Boundary
- Site Remediation Boundary
- ▨ Excavation Area

Notes:

- Notes:
1. Imagery from ESRI.
 2. Location of site remediation boundary is approximate.
 3. Samples that were excavated are not included.
 4. Location of Pre-Remediation Samples are approximate.
 5. Residential RO includes inhalation and ingestion pathways.
 6. A location is highlighted if there was an exceedance at any depth.

0 25 50 100 Feet

HAA = Highway Authority Agreement
MGP = manufactured gas plant
RO = remediation objective
SSSI = Supplemental Site Investigation
T1 = tier 1

HAA Estimated Soil Impact
Former Decatur MGP Site
515 East Main St
Decatur, Illinois

Geosyntec[®]
consultants

CHR8536	August 2023
---------	-------------

Figure 1



Legend - Nov 2021 GW No Exceedance of Groundwater TACO Tier 1 ROs - Nov 2021 GW Exceedance of TACO Tier 1 ROs - Property Boundary - Site Remediation Boundary - Excavation Area	HAA Estimated Groundwater Impact Former Decatur MGP Site 515 East Main St Decatur, Illinois
Notes: 1. Imagery from ESRI. 2. Location of site remediation boundary is approximate. 3. Groundwater results were compared to TACO Tier 1 ROs for Class 1 groundwater and includes both ingestion and inhalation pathways. HAA = highway authority agreement TACO = tiled approach to corrective action MGP = manufactured gas plant RO = remediation objective GW = groundwater	Geosyntec consultants
CHR8536	August 2023



Legend

- Property Boundary
- Site Remediation Boundary
- ▨ Excavation Area
- ▨ HAA Agreement Area
- Nov 2021 No Exceedance of Groundwater TACO Tier 1 ROs
- Nov 2021 Exceedance of Groundwater TACO Tier 1 ROs
- Pre Remediation Soil Sample no Exceedance of Residential RO
- Pre Remediation Soil Sample Exceedance of Residential RO
- SSI Soil Sample no Exceedance of Residential RO
- SSI Soil Sample Exceedance of Residential RO

Notes:

1. Imagery from ESRI.
2. Location of site remediation boundary is approximate.
3. Samples that were excavated are not included.
3. Location of Pre-Remediation Samples are approximate.
4. Residential ROs for soil includes ingestion and inhalation pathways.
5. Groundwater results were compared to TACO Tier 1 ROs for Class I groundwater and includes both ingestion and inhalation pathways.

Scale: 0 25 50 100 Feet

HAA = Highway Authority Agreement
MGP = manufactured gas plant
RO = remediation objective
SSI = Supplemental Site Investigation
T1 = tier 1
GW = groundwater
TACO = tiered approach to corrective action option

Proposed Highway Authority Agreement Area
 Former Decatur MGP Site
 515 East Main St
 Decatur, Illinois

Geosyntec consultants
 CHR6536 August 2023

Figure 3

EXHIBIT B

ENVIRONMENTAL INDEMNITY AGREEMENT

This ENVIRONMENTAL INDEMNITY AGREEMENT ("Agreement") is entered into as of the 2nd day of October, 2023, by **Ameren Illinois** ("Indemnitor") and the **City of Decatur, Macon County, Illinois** (the "City").

RECITALS

A. **WHEREAS**, Indemnitor was the owner of certain real property located at 515 East Main Street, Decatur, Illinois ("Indemnitor's Property"), which is located at the corner of East Main Street and Martin Luther King Jr. Drive, in Decatur, Macon County, Illinois.

B. **WHEREAS**, a manufactured gas plant operation owned by Indemnitor or its predecessor in interest, was present on Indemnitor's Property; and

C. **WHEREAS**, a release to the environment of contaminants has occurred in the past at the Indemnitor's Property. As a result of said release, the soil and groundwater at the Indemnitor's Property contains detectable concentrations of Constituents of Concern ("COC") as identified in Exhibits A and B of the Highway Authority Agreement attached hereto (Exhibit A). The groundwater and soil impacted by COC extends beyond the Indemnitor's Property. Soil and groundwater contamination at the Indemnitor's Property has been remediated in alignment with the Illinois Site Remediation Program (LPC # 1150150110); and

D. **WHEREAS**, the Indemnitor has requested that the City enter into a Highway Authority Agreement ("HAA") with respect to certain public highways adjacent to the Indemnitor's Property as identified in Exhibit A (the "ROW"). The ROW is the area that is the subject of the HAA and shall be the area in, under and adjacent to Indemnitor's Property which is within the jurisdiction of the City as described and set forth in the HAA.

E. **NOW, THEREFORE**, in consideration of the terms and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. This Environmental Indemnity Agreement ("Agreement") is not binding upon the City or the Indemnitor until it is executed by the undersigned representative of the City and, prior to execution, this Agreement constitutes an offer by Indemnitor. This Agreement is binding upon Indemnitor, its successors and assigns, once executed by the City.
2. The City agrees that it will agree to the terms of the HAA in the form attached as Exhibit A, and this Agreement is intended to supplement the parties' rights and obligations provided for in the HAA provided, however, that if the City does not enter

into a HAA, this Agreement shall be deemed null and void, and Indemnitor shall have no other remedy against the City.

3. As the pavement in the ROW may be considered an engineered barrier, the Indemnitor agrees to reimburse the City for maintenance activities requested by Indemnitor in writing in order to maintain it as a barrier. The City does not agree to perform maintenance of the ROW, nor does it agree that the ROW will always remain a City highway ROW. In the event that the ROW will no longer remain a City highway ROW, Indemnitor shall take all steps necessary to have the IEPA issue a new no further remediation determination to reflect that there is no longer a need for the Highway Authority Agreement. This Agreement does not limit the City's ability to construct, reconstruct, demolish, improve, grade, excavate, repair, maintain and operate the ROW for any lawful purpose, nor to allow others to use or do work within the ROW boundaries.
4. Indemnitor on behalf of itself, its successors and assigns does hereby covenant and agree, at its sole cost and expense, to indemnify, defend and hold the City and the City's former, current and future officials, trustees, officers, servants, employees, agents, contractors, successors and assigns (collectively "City Affiliates"), harmless from and against any third party claims which may be asserted against any of the City Affiliates resulting or arising from the presence of COC on, in, under or from the ROW. In the event that the City or any of the City Affiliates is/are named as a defendant(s) in any lawsuit arising out of the matters to be indemnified under this Agreement, the City and/or any of the City Affiliates shall have the right to choose the attorney(s) who represent(s) them in said lawsuit, and the reasonable costs, expenses and fees associated with said attorney(s) in relation to said lawsuit shall be paid by Indemnitor pursuant to the indemnification provisions herein.
5. In addition to the indemnity provided above, if the City or City Affiliates encounter any soil or groundwater impacted by COC while working in, on or under or near the ROW, the City has the right to remove contaminated soil or groundwater from the area it is working and intends to do work and to dispose of them as it deems appropriate not inconsistent with applicable Environmental Laws. Prior to taking actions to remove, move or remediate soils or groundwater impacted by COC, unless there is an immediate threat to the health or safety of any individual, the environment or the public, or unless there is an immediate need to perform work in order to maintain the flow of, use of, or traffic in the ROW due to an obstruction or structural condition of the roadway or pavement (including, but not limited to buckling, heaving or cracking of the roadway surface or subsurface), the City will endeavor to give Indemnitor reasonable notice that it intends to perform work in the ROW that may involve the moving, removing or remediation of soils and/or

groundwater impacted by COC. Failure to give notice, however, is not a violation or breach of this Agreement. The removal or disposal shall be based upon the site investigation (which may be modified by field conditions during excavation), which Indemnitor may review or may perform, if requested to do so by the City. If practicable, as determined by the City, the City may request Indemnitor to remove and dispose of the contaminated soil and/or groundwater necessary for the City's work in advance of that work. In any event, Indemnitor shall reimburse the reasonable costs incurred by the City to perform the site investigation and to transport and dispose of any contaminated soil or groundwater, which costs shall be reasonably documented. The parties understand and agree that the City's soil and groundwater removal will be in conjunction and/or associated with other work being done by the City in, on, under or near the Indemnitor's Property, and part of the purpose of this paragraph is that if City Affiliate encounters COC-impacted soil and/or groundwater while working on its utilities, or on a municipal project or otherwise, it will not be responsible in any way for the cost associated with encountering, removing and/or disposing of soil and/or groundwater with COC contamination. In addition, it is specifically understood and agreed between the parties that the City Affiliate will not be identified at any time, in any place, document or manifest as the owner, generator or transporter of contaminated soil or groundwater removed from the ROW. If asked, Indemnitor will cooperate with the City Affiliate in the removal and disposal of soil and groundwater impacted by COCs and will sign all necessary documents and manifests for the proper transportation and disposal of the soil and/or groundwater.

6. Any notice required or permitted to be given to either party shall be deemed to be received by such party (i) three (3) days after deposit in the United States Registered or Certified Mail, Return Receipt Requested, or (ii) one (1) business day after deposit with a nationally recognized overnight delivery service guaranteeing next business day delivery, or (iii) upon personal delivery to the party to whom addressed provided that a receipt of such delivery is obtained, or (iv) on the same business day as transmitted and confirmed by telecopy provided that a confirmation copy is concurrently deposited in United States Certified or Registered Mail, Return Receipt Requested. Such notices shall be addressed to the parties at the following addresses

If to Ameren Illinois:

Dave Palmer
Ameren Illinois
1901 Chouteau Avenue MC 602
St. Louis, MO 63166

If to the City:

City of Decatur
#1 Gary K Anderson Plaza
Decatur, IL 62523
Attn: City Manager

7. This Agreement has been made and delivered in Illinois and shall be construed according to and governed by the internal laws of the State of Illinois without regard to its conflict of law rules. If any provision hereof shall be held invalid, prohibited or unenforceable under any applicable laws of any applicable jurisdiction, such invalidity, prohibition or unenforceability shall be limited to such provision and shall not affect or invalidate the other provisions hereof or affect the validity or enforceability of such provision in any other jurisdiction, and to that extent, the provisions hereof are severable. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law.
8. This Agreement shall be binding upon the Indemnitor and the City and their successors and assigns for so long as any Highway Authority Agreement is required by Indemnitor as an institutional control as defined by the Environmental Laws. Provided, however, Indemnitor's duty to indemnify City shall survive if liabilities are incurred during the effective period of the Highway Authority Agreement. No transfer of Indemnitor's or the City's rights or obligations hereunder shall be made without the prior written approval of the City's Board of Trustees and Ameren, which approval shall be within their reasonable discretion.
9. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof. This Agreement may not be amended, modified, revised, supplemented or restated except by a writing signed by each of the parties hereto. In construing this Agreement or determining the rights of the parties hereunder, no party shall be deemed to have drafted or created this Agreement or any portion thereof.
10. The executing representatives of the parties to this Agreement represent and certify that they are fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind that party to it.

IN WITNESS 'WHEREOF, the parties have executed this Environmental Indemnity Agreement as of the day, month and year first above written.

City of Decatur

Ameren Illinois

By: _____

By: _____

Name: Julie Moore Wolfe

Name: _____

Title: Mayor

Title: _____

Financial Management

DATE: 10/2/2023

MEMO:

TO: Honorable Mayor Moore Wolfe
City Council

FROM: Scot Wrighton, City Manager
Ruby F. James, CFO & City Treasurer
Jenifer McCoskey, Risk Management Coordinator

SUBJECT: Property, Liability, and Equipment Insurance for the City with Policy Year Starting October 1

SUMMARY RECOMMENDATION:

City Administration recommends City Council approval of the attached resolutions authorizing insurance coverage for property, liability and equipment for the period October 1, 2023 through October 1, 2024.

BACKGROUND:

On September 18, 2023 City Council approved property and liability insurance coverage for the period October 1, 2023 through October 1, 2024 through Lloyds London (Ambridge) with an amount not to exceed of \$427,103.00 for property and liability insurance. A carrier was not specified for excess property with an amount not to exceed of \$250,000.00.

To obtain better pricing for property & liability insurance and excess property coverage, the City continued bidding the insurance coverages. Final bids were awarded to Munich RE for liability insurance at a cost of \$331,443.00 and to Chubb for property insurance at a cost of \$252,361.00. Resolutions to rescind the previous property and liability resolutions approved at the September 18, 2023 Council meeting (Resolution 2023-187 and Resolution 2023-188, respectively) are submitted for approval. Please see the table below for further comparison.

Mobile equipment of \$2 million in assets is being insured as a separate policy by all carriers this year. Mobile equipment is being defined as any piece of equipment that can be pulled by a truck or trailer such as a wood chipper or lawn mower. An additional resolution has been provided allowing Arthur J. Gallagher Risk Management Services to continue requesting quotes for mobile equipment insurance prior to the October 1, 2023 deadline. Although the amount requested for mobile equipment insurance authorization is \$150,000, the cost is expected to be well below that.

The exact amount is simply unknown at the time of the packet posting.

Coverage	Carrier	Sept. 18 Authorization	Oct. 2 Proposal
Liability	Munich RE	\$427,103	331,443
Property	Chubb	\$250,000	252,361
Mobile Equipment	Unknown (bidding)		150,000
Total authorization		\$677,103	733,804

Although the total authorization for liability, property and equipment insurance is higher than previously requested, we anticipate the cost of mobile equipment insurance to be significantly less than requested. This is a new line of insurance this year and we do not have any prior history by which to have an accurate estimate of costs.

POTENTIAL OBJECTIONS: None anticipated.

INPUT FROM OTHER SOURCES:

Ted Miller & Cary Peters, Arthur J. Gallagher Risk Management Service, Inc.

STAFF REFERENCE: Scot Wrighton, City Manager Ruby F. James, CFO & City Treasurer Jenifer McCoskey, Risk Management Coordinator

BUDGET/TIME IMPLICATIONS:

Insurance coverage will commence effective October 1, 2023.

ATTACHMENTS:

Description	Type
Resolution Rescinding Resolution No. 2023-187 Authorizing Property Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2023 to October 1, 2024	Resolution Letter

RESOLUTION NO. R2023 - _____

**RESOLUTION RESCINDING RESOLUTION NO. 2023-187
AUTHORIZING PROPERTY INSURANCE COVERAGE FOR THE
CITY OF DECATUR, ILLINOIS FOR THE POLICY PERIOD
OCTOBER 1, 2023 TO OCTOBER 1, 2024**

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

Section 1. Resolution No. 2023-187 authorizing property insurance coverage for the City of Decatur, Illinois for the policy period October 1, 2023 to October 1, 2024, adopted September 18, 2023, and same is hereby, rescinded.

PRESENTED AND ADOPTED this 2nd day of October, 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

SUBJECT: Resolution Rescinding Resolution No. 2023-188 Authorizing Property and Liability Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2023 to October 1, 2024

ATTACHMENTS:

Description

Type

Resolution Rescinding Resolution No.
2023-188 Authorizing Property and
Liability Insurance Coverage for the City of Resolution Letter
Decatur, Illinois for the Policy Period
October 1, 2023 to October 1, 2024

RESOLUTION NO. R2023 - _____

**RESOLUTION RESCINDING RESOLUTION NO. 2023-188
AUTHORIZING PROPERTY AND LIABILITY INSURANCE
COVERAGE FOR THE CITY OF DECATUR, ILLINOIS FOR THE
POLICY PERIOD OCTOBER 1, 2023 TO OCTOBER 1, 2024**

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

Section 1. Resolution No. 2023-188 authorizing property and liability insurance coverage for the City of Decatur, Illinois for the policy period October 1, 2023 to October 1, 2024, adopted September 18, 2023, and same is hereby, rescinded.

PRESENTED AND ADOPTED this 2nd day of October, 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

SUBJECT: Resolution Authorizing Liability Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2023 to October 1, 2024

ATTACHMENTS:

Description	Type
Resolution Authorizing Liability Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2023 to October 1, 2024	Resolution Letter

RESOLUTION NO. R2023 - _____

**RESOLUTION AUTHORIZING LIABILITY INSURANCE COVERAGE
FOR THE CITY OF DECATUR, ILLINOIS
FOR THE POLICY PERIOD OCTOBER 1, 2023 TO OCTOBER 1, 2024**

WHEREAS, the City of Decatur current business insurance coverage shall expire October 1, 2022, and,

WHEREAS, the City of Decatur is in need of liability insurance coverage for the period October 1, 2023 through October 1, 2024; and

WHEREAS, Arthur J. Gallagher Risk Management Services, Inc. has secured quotes on the City's behalf for property and liability insurance for the period October 1, 2023 through October 1, 2024; and,

WHEREAS, Munich RE has submitted a quote to provide general liability, employee benefits liability, errors and omissions liability, employment practice liability, sexual harassment liability, sexual abuse liability, law enforcement liability, automobile liability, in an amount of \$331,443.00.

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

Section 1. That the quote of Munich RE to supply property, general liability, employee benefits liability, errors and omissions liability, employment practice liability, sexual harassment liability, sexual abuse liability, law enforcement liability, automobile liability, in an amount of \$331,443.00 to the City of Decatur be, and the same is hereby, accepted and approved.

Section 2. That the City Manager be, and is hereby authorized to direct Risk Management to execute the Client Authorization to Bind Coverage with Arthur J. Gallagher Risk Management Services for the afore-mentioned service in accordance with the quotes as submitted by said companies.

PRESENTED AND ADOPTED this 2nd day of October, 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

SUBJECT: Resolution Authorizing Equipment Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2023 to October 1, 2024

ATTACHMENTS:

Description

Type

Resolution Authorizing Equipment
Insurance Coverage for the City of Decatur,
Illinois for the Policy Period October 1,
2023 to October 1, 2024 Resolution Letter

RESOLUTION NO. R2023 - _____

**RESOLUTION AUTHORIZING EQUIPMENT INSURANCE
COVERAGE FOR THE CITY OF DECATUR, ILLINOIS
FOR THE POLICY PERIOD OCTOBER 1, 2023 TO OCTOBER 1, 2024**

WHEREAS, the City of Decatur current business insurance coverage shall expire October 1, 2023, and,

WHEREAS, the City of Decatur is in need of equipment insurance coverage for the period October 1, 2023 through October 1, 2024; and

WHEREAS, Arthur J. Gallagher Risk Management Services, Inc. has requested quotes on the City's behalf for equipment insurance for the period October 1, 2023 through October 1, 2024,

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

Section 1. Upon receipt of the requested quotes, the City of Decatur will select the carrier providing desired insurance coverage at the most affordable price.

Section 2. That the City Manager be, and is hereby authorized to direct Risk Management to execute the Client Authorization to Bind Coverage with Arthur J. Gallagher Risk Management Services for the selected carrier in an amount not to exceed \$150,000.00.

PRESENTED AND ADOPTED this 2nd day of October, 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

SUBJECT: Resolution Authorizing Property Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2023 to October 1, 2024

ATTACHMENTS:

Description	Type
Resolution Authorizing Property Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2023 to October 1, 2024	Resolution Letter

RESOLUTION NO. R2023 - _____

**RESOLUTION AUTHORIZING PROPERTY INSURANCE COVERAGE
FOR THE CITY OF DECATUR, ILLINOIS
FOR THE POLICY PERIOD OCTOBER 1, 2023 TO OCTOBER 1, 2024**

WHEREAS, the City of Decatur current business insurance coverage shall expire October 1, 2023, and,

WHEREAS, the City of Decatur is in need of property insurance coverage for the period October 1, 2023 through October 1, 2024; and

WHEREAS, Arthur J. Gallagher Risk Management Services, Inc. has secured quotes on the City's behalf for property insurance for the period October 1, 2023 through October 1, 2024,

WHEREAS, Chubb has submitted a quote to provide property insurance in an amount of \$252,361.00.

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

Section 1. That the quote of Chubb to supply property insurance, in an amount of \$252,361.00 to the City of Decatur be, and the same is hereby, accepted and approved.

Section 2. That the City Manager be, and is hereby authorized to direct Risk Management to execute the Client Authorization to Bind Coverage with Arthur J. Gallagher Risk Management Services for the afore-mentioned service in accordance with the quotes as submitted by said companies.

PRESENTED AND ADOPTED this 2nd day of October, 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Public Works

DATE: 9/22/2023

MEMO: 2023-92

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:
Ordinance Annexing Territory –2580 South Shores Drive

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory 2580 South Shores Drive be approved.

BACKGROUND:
The subject property is being annexed due to citizen wanting City water.

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2580 South Shores Drive	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2580 SOUTH SHORES DRIVE**

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

LOT TWO (2) OF GRAY'S COVE, AS PER PLAT RECORDED IN BOOK 1832, PAGE 328 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, EXCEPT A PART OF SAID LOT LEGALLY DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 2, THENCE EAST 80 FEET, THENCE NORTH 146 FEET, THENCE WEST 80 FEET, THENCE SOUTH 146 FEET TO THE POINT OF BEGINNING. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-25-476-011

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

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

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

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

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the

same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 2nd day of October 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.)

CHRISTA ALEXEJUN CARR *Christa Carr*

Michael Carr *Michael Carr*

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2580 South Shores Drive, and legally described as follows:

LOT TWO (2) OF GRAY'S COVE, AS PER PLAT RECORDED IN BOOK 1832, PAGE 328 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, EXCEPT A PART OF SAID LOT LEGALLY DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 2, THENCE EAST 80 FEET, THENCE NORTH 146 FEET, THENCE WEST 80 FEET, THENCE SOUTH 146 FEET TO THE POINT OF BEGINNING. SITUATED IN MACON COUNTY, ILLINOIS.

PIN # 17-12-25-476-011

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

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

Christa Carr
Michael Carr

CHRISTA ALEXEJUN CARR
Michael Carr

2580 S SHORES DR
DECATUR IL
62521

Signed and sworn to before me this 14th day of September, 2023

Tara R. Bachstein

Notary Public



(Rev. 12/2014)



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2580 SOUTH SHORES DRIVE



indicates territory annexed



indicates existing corporate limits

1.78± acres

AREA 0.00278± sq. miles

100± lin. ft. of public road

SOUTH WHEATLAND township



Director of Public Works - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER #062-048941
LICENSE EXPIRES NOV. 30, 2023

ORDINANCE NO: _____

DATE: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

Public Works

DATE: 9/22/2023

MEMO: 2023-93

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory –3044 Tempe Drive

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory 30444 Tempe Drive be approved.

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

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3044 Tempe Drive	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3044 TEMPE DRIVE**

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

LOT ELEVEN (11) OF SOUTHLAKE ADDITION, AS PER PLAT RECORDED IN BOOK 300, PAGE 372 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-36-204-006

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

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

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

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

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the

same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 2nd day of October 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.) _____

FRANK KADAR

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3044 Tempe Drive, and legally described as follows:

LOT ELEVEN (11) OF SOUTHLAKE ADDITION, AS PER PLAT RECORDED IN BOOK 300, PAGE 372 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

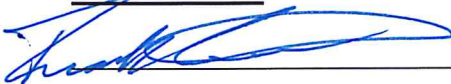
PIN # 17-12-36-204-006

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

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

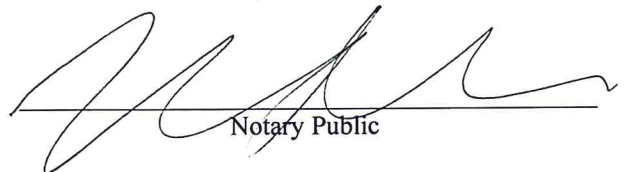


FRANK KADAR

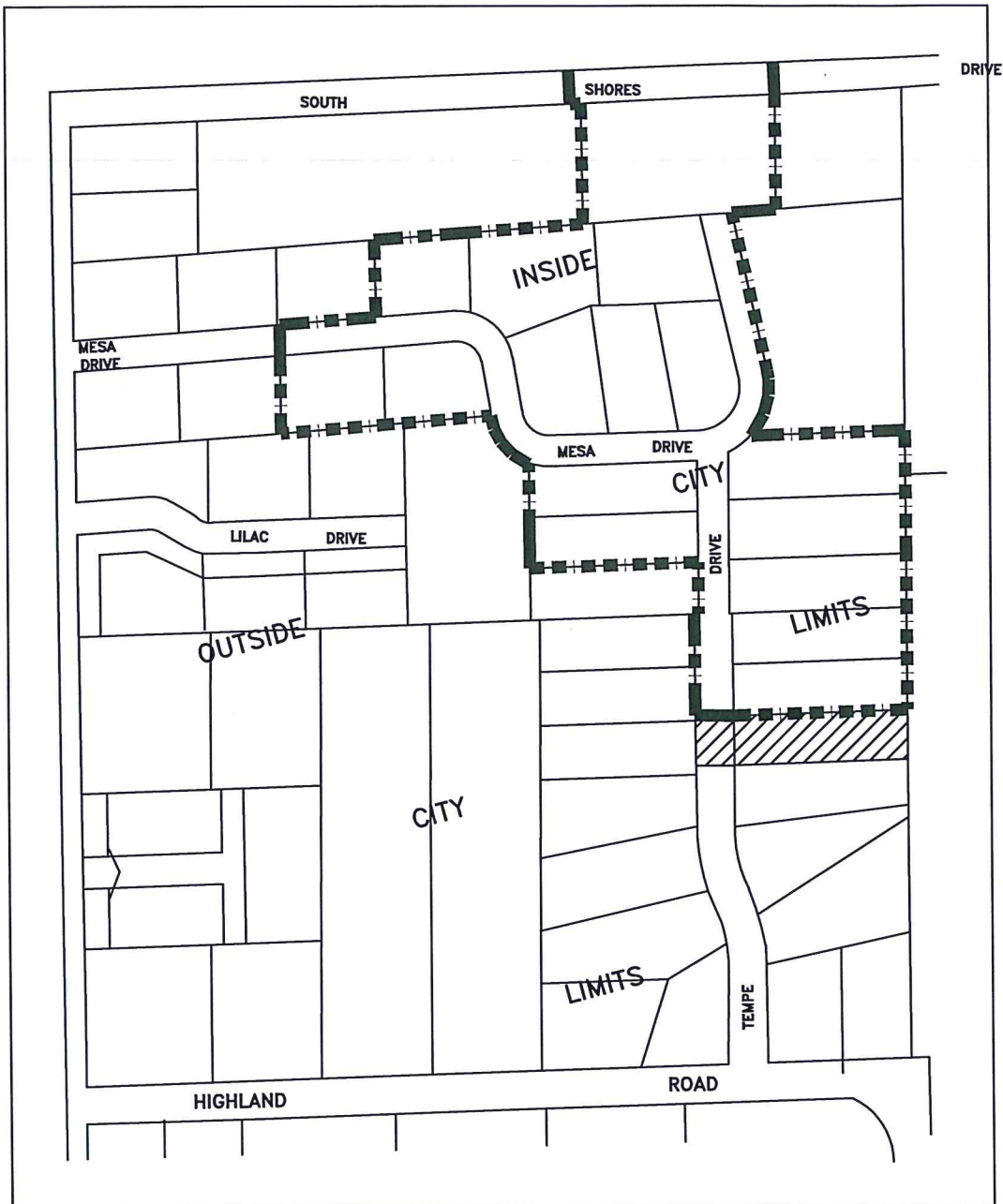
3044 TEMPE DR. DECATUR, IL 62521

Signed and sworn to before me this 7 day of September, 2023




Notary Public

(Rev. 12/2014)



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3044 TEMPE DRIVE



indicates territory annexed



indicates existing corporate limits

0.522 ± acres

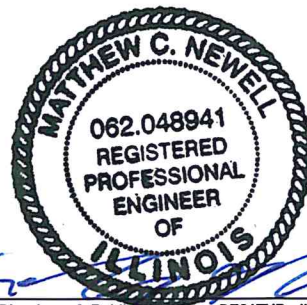
AREA 0.00082± sq. miles

80± lin. ft. of public road

SOUTH WHEATLAND township



N.T.S.



Director of Public Works - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER #062-048941
LICENSE EXPIRES NOV. 30, 2023

ORDINANCE NO: _____

DATE: _____

All dimensions shown hereon are dimensions of record.
The annexation plat has been prepared from data in
public records and legal descriptions provided by the
petitioner. It is not the result of a survey performed on
the ground.

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

Public Works

DATE: 9/22/2023

MEMO: 2023-91

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Authorizing the Installation of Stop Signs at the Intersection of North Lynette Drive at West Berry Drive and North Lynette Place Facing West Berry Drive and North Lynette Place.

SUMMARY RECOMMENDATION:

Staff recommends the approval of the attached Ordinance authorizing the installation of stop signs where Lynette Drive, Lynette Place, and Berry Drive intersect. It is recommended the signs face Lynette Place and Berry Drive.

BACKGROUND:

City Staff was contacted by area residents after a reported accident occurred. The intersection is currently uncontrolled with no yield or stop sign present. A review of accidents at this intersection did show one accident in the last three years that may have been avoidable with stop signs. Combined with the low traffic volume of 565 vehicles per day entering the intersection, the accident rate is higher than what would be expected. City staff recommends installing stop signs facing Lynette Place and Berry Drive since Lynette Drive is the primary street with higher traffic volumes.

SCHEDULE: Stop signs are usually installed within 10 days of approval.

PRIOR COUNCIL ACTION:

There have been no prior Council actions.

POTENTIAL OBJECTIONS: No objections anticipated.

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Matt Newell, Public Works Director, and Don Cisco, Engineering Project Manager. Matt Newell, Public Works Director, will be in attendance at the City Council

meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS:

Budget Impact: Budgetary impacts are approximately \$500 for the installation of the requested signs and pavement markings.

Staffing Impact: Approximately 4 hours of staff time to make and install the signs.

ATTACHMENTS:

Description	Type
Ordinance Authorizing the Installation of Stop Signs at the Intersection of North Lynette Drive at West Berry Drive and North Lynette Place Facing West Berry Drive and North Lynette Place	Ordinance
Location Map and Report	Backup Material

ORDINANCE NO. _____

**ORDINANCE AUTHORIZING THE INSTALLATION OF STOP SIGNS AT THE
INTERSECTION OF NORTH LYNETTE DRIVE AT WEST BERRY DRIVE AND NORTH
LYNETTE PLACE FACING WEST BERRY DRIVE AND NORTH LYNETTE PLACE**

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

Section 1. That when appropriate signs are erected giving notice thereof, the driver of a vehicle on North Lynette Place approaching North Lynette Drive from the north and the driver of a vehicle on West Berry Drive approaching North Lynette Drive from the east, shall stop and yield the right-of-way to vehicles on North Lynette Drive which have entered the intersection of said street or which are approaching so closely thereto as to constitute an immediate hazard, but said driver having so stopped and yielded the right-of-way may proceed at such time as a safe interval occurs.

Section 2. That the provisions of all Ordinances in conflict with the provisions of this Ordinance which insofar as the same do conflict therewith be, and the same are hereby, repealed.

PRESENTED, PASSED, APPROVED AND RECORDED this 2nd day of October 2023.

JULIE MOORE WOLFE, MAYOR

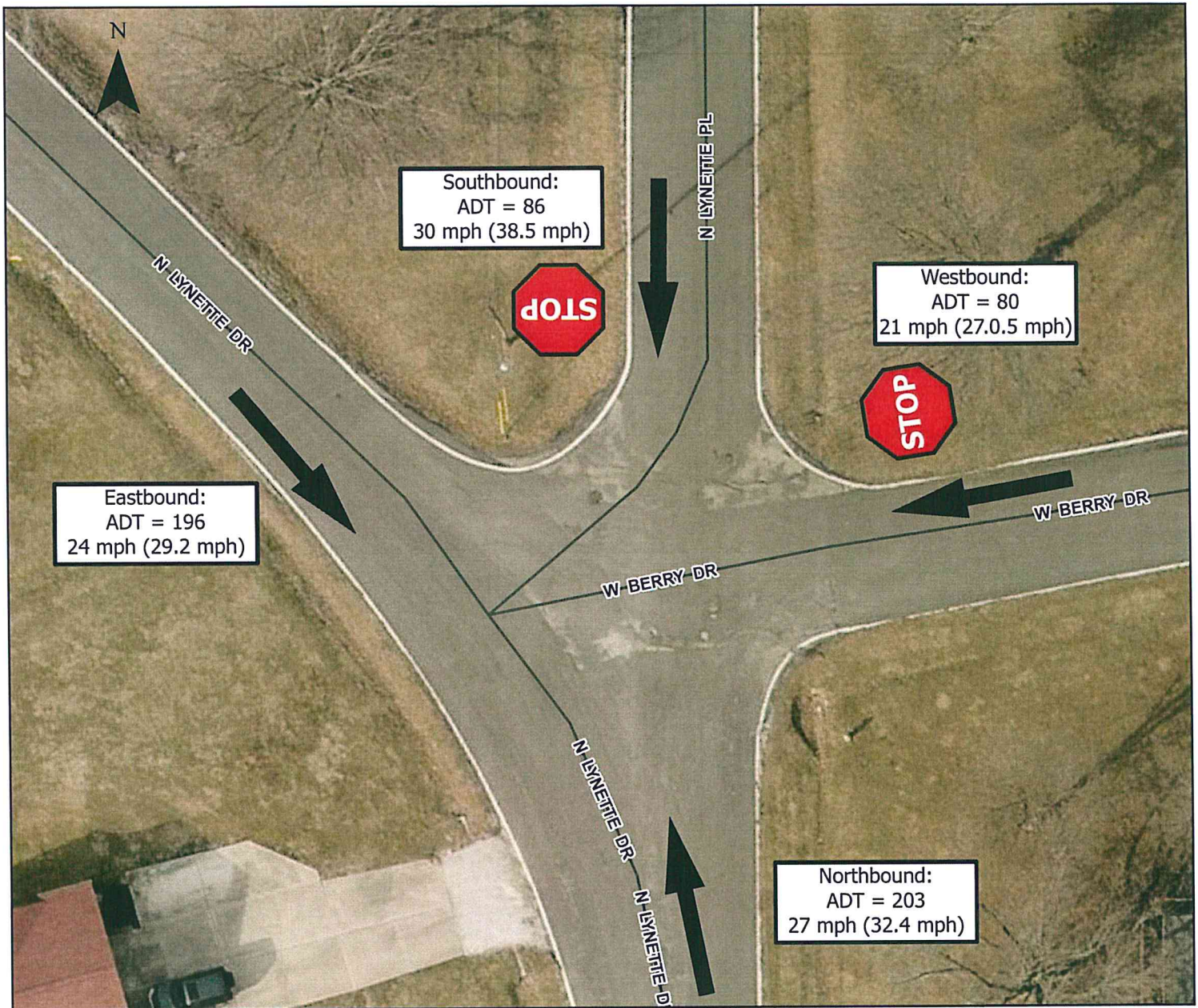
ATTEST:

KIM ALTHOFF, CITY CLERK

PUBLISHED this _____ day of _____, 2023.

KIM ALTHOFF, CITY CLERK

REQUESTED STOP SIGNS NORTH LYNETTE DRIVE AND WEST BERRY DRIVE



PROPOSED STOP SIGNS

ADT (vehicles) = Average Daily Traffic

SPEED DATA:

xx mph = Average Speed

(xx mph) = 85th Percentile Speed

Lynette Dr and Berry Dr

	Date of Accident	Accident Type	Description	Notes
1	5/28/2023	ANGLE	SB veh struck WB veh trailer	

1 Correctable Accidents

* Not Correctable by Stop Signs

Three Year Correctable Accident Total = 1

2023 Count	EB	WB	NB	SB	Total	Total N-S	Total E-W
Right					UNK		
Thru	196	80	203	86	565		
Left					UNK		
Total					565	289	276
Ave Speed	25.0	30.0	27.0	30.0			
85th Speed	30.9	38.5	32.4	36.1			

3 Year Correctable Accident Total = 1
 Daily Vehicles Entering the Intersection = 565
 3 Year Accident Rate = 1.62 per million vehicles entering the intersection

Note: Try to keep rate below 1.5 accidents per million vehicles entering the intersection.

SUBJECT: Resolution Authorizing City Manager to Amend the Terms of Agreement for the American Rescue Plan Funds to Land of Lincoln Credit Union

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Agreement	Backup Material

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

DATE: October 2, 2023

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Cordaryl “Pat” Patrick, Director of Economic and Community Development

SUBJECT: Resolution Authorizing City Manager to Amend the Terms of Agreement for the American Rescue Plan Funds to Land of Lincoln Credit Union.

RECOMMENDATION: Staff recommends the City Council approve the resolution and authorize the city manager to amend the terms of agreement with Land of Lincoln Credit Union to allow all city housing rehabilitation programs to be eligible for the contractor’s loan fund utilizing ARP funds.

BACKGROUND: At the May 16, 2022, City Council meeting, Council approved an agreement with Land of Lincoln Credit Union to provide a contractor’s loan fund for the owner-occupied rehabilitation program. Staff recommends expanding the scope of city rehab programs to allow all city housing rehabilitation programs to be eligible for the contractor’s loan fund rather than just the owner-occupied rehabilitation program. The contractor’s loan fund will provide access to capital for small contractors that may not have the cash flow for payroll, materials, supplies, transportation, lodging, etc., to take on the owner-occupied rehabilitation program. This will help small contractors build personal credit and build their capacity as a business, which is critical to the success of our housing initiatives.

ATTACHMENTS: None.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

INPUT FROM OTHER SOURCES: None.

STAFF REFERENCE: Should the City Council have any questions, they may contact Cordaryl M. Patrick, Director of Economic and Community Development, at 424-2727 or e-mail cpatrick@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AMENDMENT TO
AMERICAN RESCUE PLAN FUNDS
TO LAND OF LINCOLN CREDIT UNION**

NOW, THEREFORE, be it resolved by the City Council of the City of Decatur as follows:

Section 1. That the City of Decatur agrees to provide an amount not to exceed Five Hundred Thousand Dollars (\$500,000) from its portion of the American Rescue Plan Funds to the Land of Lincoln Credit Union for the contractor's loan fund upon execution of an Agreement between the City of Decatur and Land of Lincoln Credit Union.

Section 2. That the City Manager is authorized to amend the terms of agreement with the Land of Lincoln Credit Union to include all city housing rehabilitation programs under the contractor's loan fund in accordance with the requirements of the American Rescue Plan.

PRESENTED, PASSED, APPROVED and RECORDED this 2nd day of October 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

**AGREEMENT BETWEEN CITY OF DECATUR, ILLINOIS
AND LAND OF LINCOLN CREDIT UNION REGARDING
AMERICAN RESCUE PLAN FUNDS
OWNER OCCUPIED CONTRACTOR LOAN FUND**

This Agreement (“Agreement”) is made and entered into between the City of Decatur, Illinois, an Illinois municipal corporation (“City”) and the Land of Lincoln Credit Union (“LLCU”), 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 Act (“ARP”); and,

WHEREAS, the City has determined that a Contractor’s Loan Fund Program is needed to provide access to capital for participating contractors for the purposes of purchasing materials needed for home improvements for city housing rehabilitation programs (“Program”); and,

WHEREAS, the ARP funds received by the City may be used for specific eligible activities, including to finance, repair and rehabilitate homeowner occupied residential units, rental occupied residential units, as well as a home improvement revolving loan fund; and,

WHEREAS, LLCU is a State Chartered financial institution founded in 1947 with its principal office located in Decatur, Illinois; and,

WHEREAS, the City has determined that LLCU has the capacity to provide assistance and administer the Program.

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 an amount not to exceed Five Hundred Thousand Dollars (\$500,000) from its portion of the ARP funds to LLCU for use in the Program upon execution of an Agreement between the City and LLCU. City will reimburse Land of Lincoln Credit Union in the amount of the principal loan for each eligible loan dispersed in the Program no later than thirty (30) days following the receipt of invoice.

Section 2. The City will be responsible for determining criteria and eligibility for Program and notify LLCU of an applicant’s eligibility in writing.

Section 3. LLCU shall not provide, give or loan any monies under the Program without being notified in writing by City of specific eligibility of an applicant.

Section 4. LLCU shall be responsible for the administration of loan funds provided in the Program made under the provisions of the Agreements between the parties.

Section 5. LLCU will provide the Program funds to those determined to be eligible at an interest rate not to exceed 3.25percent, payable over a maximum of one-hundred twenty (120) days.

Section 6. LLCU will assess a one (1) percent administrative fee for each loan made and provided under the Program with the administrative fee to be remitted to the City of Decatur.

Section 7. LLCU 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 8. The ARP funds provided by the City shall only be used by LLCU to provide financial assistance to those with approval from the City for the purposes of and pursuant to and under the terms of the Program.

Section 9. LLCU hereby acknowledges and agrees that if it fails to comply with any of the provisions of this Agreement or if the Program funds are used for or in any manner contrary to those uses set forth in this Agreement, City may, in its sole discretion, terminate this Agreement and, upon written demand by the City, LLCU will repay to the City the funds used contrary to the terms set forth herein.

Section 10. Repayment of the one (1) percent administrative fee by LLCU to the City shall be due and owing no later than thirty (30) days following demand of such repayment by the City.

Section 11. Upon written request, LLCU agrees to provide to the City or its duly authorized representatives, access to any books, documents, papers and records of LLCU which pertain to the Program and/or the funds provided to LLCU for the purpose of monitoring, making audits, examinations, and photocopying.

Section 12. LLCU shall be required to maintain all records for the period of time designated by the City as required by the terms of ARP and any other laws, statutes and other related regulations including, but not limited to, financial records setting forth all disbursements under this Agreement.

Section 13. LLCU agrees to provide any and all reports which may be required by the City for compliance with ARP and any other federal or state law, statute or other regulation.

Section 14. LLCU 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 15. LLCU hereby assumes liability for and agrees to protect, hold harmless, and indemnify the City, its assigns, officers, employees, directors, agents and servants from and

against all liabilities, obligations, losses, damages, penalties, judgments, settlements, claims, actions, suits, proceedings, costs, expenses, and disbursements, including legal fees and expenses of whatever kind and nature, imposed on, incurred by or asserted against the City, its assigns, officers, employees, directors, agents, and servants in any way relating to or arising out of any allegations, claims, or charges regarding the use of the ARP funds by LLCU, including but not limited to the violation by LLCU 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 LLCU'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 LLCU operations use of ARP funds.

Section 16. 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 62521

To LLCU: Robert Ares, CEO
 Land of Lincoln Credit Union
 4850 E. Prosperity Place
 Decatur, IL 62521

Section 17. This Agreement will be binding upon and inure to the benefit of the parties, their permitted assigns, and successors.

Section 18. 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 19. 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 20. Any modification of this Agreement or additional obligations assumed by either party in connection to this Agreement will be binding only if evidenced in writing and signed by each party.

Section 21. 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 22. Nothing herein will grant any right or interest hereunder to any person not specifically identified as a party hereto.

Section 23. 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.

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

CITY OF DECATUR, ILLINOIS

LAND OF LINCOLN CREDIT
UNION

By: _____

By: _____

Its: _____

Its: _____

DATE: _____

DATE: _____