



**Monday, July 18, 2022
5:30 PM
City Council Chambers**

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Proclamations and Recognitions

III. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

IV. Approval of Minutes

Approval of Minutes of July 5, 2022 City Council Meeting

V. Unfinished Business

VI. New Business

1. Treasurer's Financial Report
2. Resolution Authorizing an Indefeasible Right of Use (IRU) Agreement and Associated Sales Order with the Central Illinois Regional Dispatch Center (CIRDC) to Obtain Dark (unlit) Fiber from the City of Decatur Fiber Network
3. Resolution Authorizing the Execution of an Agreement with Wiley Interiors
4. Resolution Authorizing a Professional Engineering Services Agreement with Crawford, Murphy, Tilly to Provide Final Design Engineering Services for the South Water Treatment Plant Upgrades, Chemical Systems, City Project 2022-02
5. Resolution to Authorize Professional Engineering Services Agreement with Burns & McDonnell Engineering Company, Inc. to Provide Preliminary Engineering Services for the Broadway and Jasper Street Sewer Rehabilitation Project, City Project 2022-01
6. Resolution Authorizing a Professional Engineering Services Agreement with INTERA Inc. for DeWitt County Wellfield Improvements, City Project 2022-05
7. Resolution Accepting the Sourcewell Bid Price from Woody's Municipal Supply Co. for Diamond Rotary Mower Attachments

8. Resolution Authorizing Application Submittal and Execution of the Illinois Rebuild III Public Transportation Capital Assistance Grants Under the IDOT'S General Authority to Make Such Grants
9. Resolution Accepting the Proposal and Authorizing a Contract with Houck Transit Advertising for Decatur Transit
10. Resolution Authorizing Execution of Purchase Order Between City of Decatur, Illinois and Morrow Brothers Ford, Inc. for Work Truck to be Purchased with Federal and State Grant Funding in an Amount not to Exceed \$67,550.00 Utilizing State of Illinois Truck Contract
11. Consent Calendar: Items on the Consent Agenda/Calendar are matters requiring City Council approval or acceptance, but which are routine and recurring in nature, are not controversial, are matters of limited discretion, and about which little or no discussion is anticipated. However, staff's assessment of what should be included on the Consent Agenda/Calendar can be in error. For this reason, any Consent Agenda/Calendar item can be removed from the Consent Agenda/Calendar by any member of the governing body, for any reason, without the need for concurrence by any other governing body member. Items removed from the Consent Agenda/Calendar will be discussed and voted on separately from the remainder of the Consent Agenda/Calendar.
 - A. Resolution Approving Reappointments - Library Board of Trustees
 - B. Resolution Authorizing Amendment to Employment Agreement

VII. Other Business

VIII. Adjournment

Monthly Reports, June, 2022

SUBJECT: Approval of Minutes of July 5, 2022 City Council Meeting

ATTACHMENTS:

Description

Type

Minutes of July 5, 2022 City Council Meeting

Backup Material

CITY COUNCIL MINUTES

Monday, July 5, 2022

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

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

Deputy City Manager Jon Kindseth 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: Phil Clary, Jeff Miller, Jim McBride, Tim Hamilton, Will Wetzell, Barry Schwalbe, Abeer Motan, Anthony Chapple, Stephanie King, Jim Taylor, Eva Kucera and Joseph Kucera.

With no other Appearance of Citizens, Council members responded to citizens' comments.

Mayor Moore Wolfe called for Approval of the Minutes.

Councilman Faber exited the Council Chamber at 6:12 p.m.

The minutes of the June 13, 2022, City Council Study Session were presented. Councilman Kuhle moved the minutes be approved as written; seconded by Councilman Horn and on call of the roll, Council members David Horn, Chuck Kuhle, Ed Culp, Dennis Cooper and Mayor Moore Wolfe voted aye. Councilman Bill Faber was absent. Mayor Moore Wolfe declared the motion carried.

The minutes of the June 20, 2022, Regular City Council meeting were presented. Councilman Kuhle moved the minutes be approved as written; seconded by Councilman Horn and on call of the roll, Council members David Horn, Chuck Kuhle, Ed Culp, Dennis Cooper and Mayor Moore Wolfe voted aye. Councilman Bill Faber was absent. Mayor Moore Wolfe declared the motion carried.

R2022-102 Resolution Authorizing Action Regarding Unsafe Structures, was presented. Councilman Kuhle moved the Resolution do pass, seconded by Councilman Horn.

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

Councilman Faber returned to the Council Chamber at 6:15 p.m.

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

R2022-103 Resolution Authorizing the Execution of an Agreement with Hutchins Excavating for the Demolition of Vacant Buildings at 83 S. Country Club, 1952 E. Prairie and 1553 N. Main, was presented. Councilman Kuhle moved the Resolution do pass, seconded by Councilman Horn.

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

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

R2022-104 Resolution Authorizing the Execution of an Agreement with JRH Services for the Demolition of Vacant Buildings at 1639 N. College and 1415 N. Main, was presented. Councilman Kuhle moved the Resolution do pass, seconded by Councilman Horn.

Deputy City Manager Jon Kindseth gave an overview of the Resolution and answered questions from Council members about asbestos costs.

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

R2022-105 Resolution Authorizing the Execution of an Agreement with Parkland Environmental for the Demolition of Vacant Building at 1533 N. Warren, was presented. Councilman Kuhle moved the Resolution do pass, seconded by Councilman Horn.

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

R2022-106 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Entler Excavating Company Inc. for Brush College Demolition Project, was presented. Councilman Kuhle moved the Resolution do pass, seconded by Councilman Horn.

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

Public Works Director Matt Newell answered questions from Council members regarding funding sources for the project.

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

R2022-107 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Microsurfacing Contractors, LLC, was presented. Councilman Kuhle moved the Resolution do pass, seconded by Councilman Horn.

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

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

R2022-108 Resolution Accepting the Quote of Drake-Scruggs Equipment Inc. for the Purchase of One (1) 2022 F550 Extended Cab Bucket Truck, was presented. Councilman Kuhle moved the Resolution do pass, seconded by Councilman Horn.

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

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

R2022-109 Resolution Authorizing Agreement with Concentric Integration, LLC for South Water Treatment Plant PLC Upgrades Phase I City Project 2022-32, was presented. Councilman Kuhle moved the Resolution do pass, seconded by Councilman Horn.

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

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

2022-29 Ordinance Amending City Code Chapter 52 – Alcoholic Liquor, was presented. Councilman Kuhle moved the Ordinance do pass, seconded by Councilman Horn.

Deputy City Manager Jon Kindseth gave an overview of the Ordinance.

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

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

Item B. 2022-30 Ordinance Amending City Code Chapter 73 - Section 19 Offenses - Aiding and Abetting

Councilman Kuhle moved the Ordinance do pass, seconded by Councilman Horn, and on call of the roll, Council members David Horn, Chuck Kuhle, Bill Faber, Ed Culp, Dennis Cooper and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

2022-31 Ordinance Amending City Code Chapter 34 - Traffic and Parking, was presented. Councilman Kuhle moved the Ordinance do pass, seconded by Councilman Horn.

Deputy City Manager Jon Kindseth gave an overview of the Ordinance.

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

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

Council members raised concerns about the road conditions on U.S. Route 51 through Decatur.

Councilman Horn asked for consent to allow cannabis dispensaries in the city of Decatur to be brought back as a formal Council agenda item at the first meeting in August. Council members Dennis Cooper and Bill Faber were in support of placing the item on the Council agenda in August. There was not support of a fourth Council member to place the item on an upcoming Council agenda.

Deputy City Manager Kindseth answered questions from Council members about whether assault rifles were allowed to be sold in Decatur. Condolences were sent to Highland Park in response to the recent 4th of July shooting and Council members discussed Juneteenth being a paid holiday for city employees.

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

Mayor Moore Wolfe declared the City Council meeting adjourned at 6:47 p.m.

Approved _____
Kim Althoff
City Clerk

ATTACHMENTS:

Description	Type
Treasurer's Financial Report Memo	Cover Memo
Treasurer's Financial Report Data	Backup Material



CITY OF DECATUR ILLINOIS

ONE GARY K. ANDERSON PLAZA

DECATUR, ILLINOIS 62523

Treasurers Financial Report June 2022

The Year in Play

The total adopted budget for fiscal year 2022 authorizes \$253.5 million in expenditures, which was amended upwards by \$250,000 for the Library Capital Fund in June, against \$256.5 million in authorized revenues, representing an in-period cash basis surplus of \$3 million.

The General Fund budget, as a part of the adopted City budget, includes General Fund Revenue of \$78.2 million and Expense of \$78.2 million, representing an in-period balanced budget.

City Financial Position

The City of Decatur ended the month with a total cash position of \$134 million (excluding trust and agency funds earmarked for Police and Fire pensions) versus the cash position of \$118.7 at the end of last month.

The City General Fund ended the month with a cash position of \$22.1 million versus last month's cash position of \$21.9 million. The General Fund is the primary operating fund of the City which provides the cash to pay for the basic services to citizens and stakeholders, including public safety protection, public works services, code enforcement, economic and community development services as well as general government service.

The General Fund cash reserve position is 103 days of budgeted fiscal year 2022 expense coverage in the City General Fund. The council approved cash reserve policy is a 60-day cash reserve or with current budget expenses, which is about \$13 million.

The current General Fund cash position is showing a positive revenue trend, combined with vacancy savings of about a \$768,000 through the end of the month, which is leading to the increase in our cash balance. Revenue projections for the rest of the year were adjusted downwards to reflect property tax revenue not being disbursed until next month. Operating expenses are above budgeted projections for the month of the month by about \$23,000, but under through the year by about \$120,000.

City cash at the end of the reporting period, excluding the General Fund cash position was about \$134 million. It is contained in Special Revenue funds (\$14.8 million), TIF Redevelopment funds (\$2.5 million), Capital funds (\$21.8 million), Debt Service fund (\$.2 million), Internal Service funds (\$4.6 million) and Enterprise funds (\$67.8 million), which are earmarked for specific purpose and not expendable to finance the cost of basic services provided to citizens and stakeholders.

Fund Type	Apr-22	May-22	Jun-22	Comment
Special Revenue	14.7	14.9	14.8	Library, State MFT, Local MFT, Federal programs, etc.
TIF Redevelopment	2.7	2.5	2.5	Debt service and redevelopment agreement obligations
Capital	5.9	5.2	21.8	Capital funding available
Debt	0.2	0.2	0.2	Debt service obligations
Internal Service	4.3	4.5	4.6	Risk insurance, EE healthcare benefits, Fleet maintenance
Enterprise	68.3	69.2	67.8	Utilities – Water, Sewer, Storm Water, Transit, Recycling, Fiber
Non-General Fund	96.1	96.5	111.7	
General Fund	19.1	21.8	22.1	Basic services to citizens and stakeholders
Total City Cash	115.5	118.7	134	

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

Changes of note in the period:

- The large increase in the balance in the capital funds comes from an additional \$16.9 million from an ARP distribution from the federal government.
- The Library Capital Fund (Fund 59) Expense budget was revised upward by \$250,000 by Council action.
- The rate hike for water and sewer rates went into effect in May, and is reflected in this month's report.
- Water shut-off increased from 599 last month to 722, a spike this year. This is not comparable to last year, however, as shutoffs were suspended for a period in 2021.
- Public Transit (Fund 70) is in a negative cash position; pending the receipt of state and federal grants. The deficit is \$2.2 million. Both state and federal granting agencies are on different fiscal year timelines than the City.
- The Community Development Block Grant Fund has a negative fund balance. Expense activity in this fund is reimbursable from the federal government, and this fund will often have a negative balance due to the timing of activity and reimbursements.
- The Water Capital Fund shows about \$1.8 million in expenses on the South Water Treatment Plant and other projects.
- Fund 44, which is a bond fund to cover construction of the new fire stations saw about \$155,000 worth of work on fire station seven and remaining work on fire station three.
- The Storm, Sewer, and Water Funds increased their cash balance overall as a result of revenues exceeding in period expenses; the sewer fund decreased (\$0.6 million) as in period sewer revenues did not exceed in period operating and capital expenditures; the water fund increased by (\$1.5 million) as revenues exceeded expenses; the storm water fund balance increased by a small amount (\$50,000).

General Fund Position

Cash

The City General fund cash position ended the reporting period at \$22.1 million. The current cash balance represents a cash reserve position of about 103 days. The general fund expense budget is \$78.2 million, which comes out to about \$214,000 per day, so about a quarter of a million dollars of an increase in the fund balance increases the cash reserve about one additional day.

General Fund Result

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

\$(000)	Budget(4)	Year to Date(1)	Budget Target(2)	% vs Target(3)
Revenue	78,200	37,479	34,007	9%
Expense	78,200	31,349	32,238	-3%
Surplus	-	6,130	1,769	

Chart notes

1 – actual year to date general fund revenue and expense

2 – budget year to date general fund revenue and expense

3 – year to date percentage comparison of actual to budget

4 – annual budget from Council Adoption

Revenue Comments (of significant revenue matters)

- General Fund revenue projections were adjusted for the rest of the year as the County Treasurer's Office has indicated that the June disbursement will be delayed until July.
- Local and state economic indicator taxes, which are distributed with a 1-3 month lag between merchant collection and distribution to the city are still positive, but show a decline from earlier this fiscal year. For example, the General Fund Cash reserve balance increased from 102 days in May to 103 days in June, but showed larger increases earlier in the year.
- The Local Use Tax, which is a tax imposed on the privilege of using, in Illinois, any item of tangible personal property that is purchased anywhere at retail, is coming in under budget.
- Video Gaming Tax is coming in slightly under budget so far this year.
- Cable TV tax shows a trending two year reduction in revenues, and FY2022 revenues may be less than budgeted at the end of the year.

General Fund Revenue

Revenue to date through the period is \$37.5 million versus budget to date revenue of \$34 million, above budget by \$7.5 million or 9%.

Year to date position of revenue vs. budget

GENERAL GOV TAXES	Actual YTD	Budget YTD	vs Budget	% vs Budget
PROPERTY TAX	-	-	-	-
MOBILE HOME PRIVELEGE TAX	-	-	-	-
STATE SALES TAX	6,307,399	6,005,786	301,613	5%
TELEPHONE UTILITY TAX	579,425	576,658	2,767	0%
FOOD & BEVERAGE TAX	1,843,771	1,732,370	111,401	6%
HOTEL AND MOTEL TAX	446,690	361,101	85,589	19%
LOCAL SALES TAX	5,994,991	5,413,492	581,499	10%
AVIATION FUEL TAX	4,994	3,600	1,394	28%
LOCAL USE TAX	1,448,219	1,800,428	(352,209)	-24%
AUTO RENTAL TAX	21,087	17,977	3,110	15%
UTILITY TAX - ELECTRIC & GAS	2,780,355	2,600,344	180,010	6%
VIDEO GAMING TAX	1,165,297	1,200,000	(34,703)	-3%
CABLE TV TAX	507,234	623,554	(116,320)	-23%
Sub Total	21,099,461	20,335,310	764,151	4%
GENERAL GOVERNMENT (INTERGOV)				
LOCAL REPLACEMENT TAX	-	-	-	-
STATE REPLACEMENT TAX	2,238,929	1,013,457	1,225,471	55%
STATE INCOME TAX	6,683,876	5,507,114	1,176,762	18%
FEDERAL GRANTS	150,070	175,000	(24,930)	-17%
STATE GRANTS OR OTHER	-	50,000	(50,000)	-
POLICE OT REIMBURSEMENTS	32,131	60,000	(27,869)	-87%
CANNABIS TAX	60,547	50,327	10,219	17%
Sub Total	9,165,552	6,855,898	2,309,654	25%
GENERAL GOVERNMENT (SERVICE)				
Sub Total	4,059,180	4,118,132	(58,952)	-1%
GENERAL GOV LICENSES/PERMITS				
Sub Total	1,320,013	798,125	521,888	40%
GENERAL GOV OTHER				
Sub Total	1,835,217	1,921,993	(86,776)	-5%
General Fund Total (year-to-date)	37,479,424	34,029,459	3,449,965	9%

Revenue numbers may not add due to rounding

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

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

Note, video gaming tax shows a large percent increase year over year because in 2021 facilities were shut down for a period.

	2022 Budget	2022 YTD	YTD % of budget	2021 YTD	% Change year vs year
State Sales Tax	12,556,000	6,307,399	50.2%	4,654,258	35.5%
Local Sales Tax (Gen Fund)	11,521,000	5,994,991	52.0%	4,136,347	44.9%
State Income Tax	9,958,000	6,683,876	67.1%	4,467,110	49.6%
Utility Tax (Gas/Electric)	4,925,000	2,780,355	56.5%	2,127,670	30.7%
Food & Beverage Tax (Gen Fund)	3,651,000	1,843,771	50.5%	1,367,212	34.9%
State Local Use Tax	3,199,000	1,448,219	45.3%	1,494,897	-3.1%
Video Gaming Tax	2,400,000	1,165,297	48.6%	604,269	92.8%
State Replacement Tax (Gen Fund)	1,557,000	2,238,929	143.8%	978,935	128.7%
Hotel Use Tax	849,000	446,690	52.6%	256,535	74.1%
Cable TV Tax	1,127,000	507,234	45.0%	617,380	-17.8%

General Fund Expense Comments

On a year-to-date basis, general fund spending of \$31.3 million is below budget of \$32.2 million by about \$.9 million. There are still large pension fund contributions of about \$4 million yet to take place in July and September.

A note about fuel expenses; we have spent about 50% of our fuel budget through June.

Year to date position of expense vs. budget

	Actual	Yearly Budget	% of Budget
General Government	4,222,082	10,639,045	40%
Developmental Services	1,906,987	4,171,895	46%
Public Safety	20,217,231	52,486,559	39%
Public Works	5,003,365	10,902,501	46%
General Fund Expense	31,349,665	78,200,000	40%

Expense numbers may not add due to rounding

Year-to-date, personnel expenses are below budget by about \$768,000 and operating expense below budget by about \$120,000 thousand.

Of the 393 budgeted general fund staffing positions that are full-time, 369 have been filled as of the end of the reporting period. Total full-time staffing is 455 budgeted positions, of which 420 are filled. Vacant positions account for the majority of personnel expenses being below budget.

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

Fund	Fund Balance	Comment
Federal HOME	186,980	Federally approved programs
Federal CDBG	10,048	Community Development Block Grant
State Drug Enforcement	346,125	Police programs
Federal DUI Drug Enforcement	199,692	Police programs
Building Fund	234,800	R&M and capital of Library facility
Public Library	570,693	Operational fund of Library
Library Capital	533,551	Capital Expense requirements and cash reserves
Library Trust	122,740	Donations received in trust for specific purpose as defined by the donors and unavailable for other use
Local Roads and Streets	1,231,283	Street repairs and maintenance
Motor Fuel Tax	5,644,056	Street repairs and maintenance
Community Revitalization	4,573,775	Revitalization initiatives
2018 Project	2,426,328	General Obligation bond proceeds for construction of new fire stations
Capital Project	55,886	Minimal funding available
Equipment Replacement	1,060,299	Police, fire and public works capital requirements including vehicle replacements
Debt Fund	197,439	Debt payments on current debt issues
Fleet Maintenance	373,412	Repair and maintenance of city vehicle fleet
Risk Management	3,078,969	Cash reserves for ongoing business insurance costs including liability, property, & worker's compensation
Employee Insurance	1,168,523	Coverage for healthcare and other benefit expenses.
Public Transit Operations	(2,236,044)	Operational and capital funding of the transit system
Fiber Optics	1,087,086	City investment in the next phase of a fiber optic network
Storm Water	3,150,863	Balance and ongoing cash flow is sufficient to fund currently defined storm water projects
Sewer	13,690,556	Balance and ongoing cash flow is sufficient to fund currently defined sewer projects

Water Utility	7,849,911	Balance and ongoing cash flow is sufficient to fund currently defined water projects.
Water Bond	25,003,906	Bond revenues in FY22
Grant	282,378	Unbudgeted FY2022 grants
ARP	18,205,675	Federal ARP funds as per city budget

The Trust & Agency Fund balance of \$188.5 million is sequestered in the Police and Fire Pension Funds and are not available for expenditure on other city operations.

Investments

City investments include \$10.5 million in US Treasury Bonds. The investment schedule provides the details of the investments. The investments are comprised of fire station initiative bond proceeds and pooled cash.

The bond proceeds and pooled cash are invested in treasury bonds and are scheduled to mature over the next months to three years.

The interest earnings from the investments to date for FY2022 are low, totaling about \$28,000. Additional interest income will accrue to the city over the period to investment maturity through fiscal year 2024 for the city's current treasury bonds.

Investment instruments are in accordance with the City Investment Policy with interest rates maximized given available current marketplace investment returns. Interest rates are, at this time, particularly low. The highest interest rate received for investments is 1.5% with a low of .125%. Expect these rates to go up with inflation and the Federal Reserve raising interest rates. However, our bonds mature between late 2022 through 2024, and they are currently locked in low interest rate yields.

Debt

Debt outstanding was \$158 million at the start of the FY, with an additional \$25 million drawn in April, and this includes all outstanding bond debt, notes and loan payable and capital leases. There are approximately \$21 million dollars in debt payments scheduled for FY2022. All debt principal and interest payments are covered within the 2022 fiscal year operating plan and budget and are secured within the current cash flow operations of the city.

Revenue Tracking

City-wide Revenue received is \$31 million, of which has \$16.9 million in ARP funds. This is 12% of the annual revenue budget of \$256.5 million. Year-to-date the amount is \$130.5 million and 50.8% of the total for the year.

Of note, the property tax revenues received by the City according to the 2020 Tax Levy in effect will provide the cash resources to fund City contributions to the Police and Firemen's Pension Fund, fund City contributions to the operation of the Decatur Public Library, provide City funding for a portion of the General Obligation Bond debt payments, and provide funding for the City contribution to the Decatur Municipal Band.

The property tax revenues received in FY2022 provide for the pension funds, operation of the Library, debt payments and the Municipal Band. Only a portion of the city's operational costs are funded by property tax, which are more generally funded by a variety of other revenues such as state income and use taxes, or fees for service, as per the Water Fund.

Property Tax for FY2022

The levy for the coming FY is \$16.6 million, including TIF districts. The tax rate, now certified, is 1.6908% of the EAV of \$884,161,072, with another \$16.8 million for the TIF districts. The City property tax levy is about 16% of the total property tax rate for City property owners.

Macon County has indicated that the first property tax distribution won't occur until July, instead of June, when it typically occurs.

Expenditure Tracking

City-wide expenses were \$16.1 million which is 6.4% of the annual expense budget of \$253.3 million. Year-to-date the amount is \$90.4 million and 35.6%.

Water Utility

The financial performance of the City Water Utility is illustrated in this report. The report mimics the reporting for a business enterprise, depicting actual profit and loss performance versus budget, compared to the previous year, as well as on a monthly basis. In addition, key balance sheet items are reported as well as Capital Expense spending.

Water Utility performance achieved through the end of the month, on an operating margin (before debt service) \$1.57 million of revenue over expenses. This is comparable to \$1.49 million in FY2021. There is approximately \$13 million in debt payments for the Fiscal Year, about \$7.9 million of which has been paid out so far.

The report entitled "Water Utility Metrics" is a schedule reporting on key metrics in comparison to the prior year.

Headcount Staffing Across all Funds

Current full-time staffing level is 420 FTE's versus budget of 455 FTE's.



Fiscal Year 2022

Fiscal Period Ending June 2022

City of Decatur

Treasurer's Financial Report

Report Distribution:

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

Prepared By:

Office of the City Treasurer

City of Decatur
Treasurer's Cash Report

Month of: June 2022

<i>Fund</i>	<i>Fund Name</i>	<i>Opening Cash & Investments</i>	<i>Receipts</i>	<i>Disbursements</i>	<i>Balance Sheet Accts Activity</i>	<i>Investment Transfers</i>	<i>Ending Cash Balance</i>	<i>Investments</i>	<i>Total Cash & Investments</i>	<i>Interfund Loans (Borrowing)</i>
10	General Fund GENERAL FUND	21,897,328.21	5,504,293.04	5,259,826.57	7,566.03		22,149,360.71		22,149,360.71	0.00
	Special Revenue Funds									
16	COMMUNITY GRANT FUND	(9,021.53)	0.00	104.64	0.00		(9,126.17)		(9,126.17)	
17	HOME FUND	186,469.84	4,877.71	4,367.66	0.00		186,979.89		186,979.89	
18	CDBG FUND	(2,607.10)	21,607.10	8,951.64	0.00		10,048.36		10,048.36	
22	DUATS FUND	84,415.09	1.80	0.00	0.00		84,416.89		84,416.89	
25	STATE DRUG ENFORCEMENT	289,199.22	11,094.37	10,150.00	55,981.34		346,124.93		346,124.93	
26	DUI FINES AND FEES FUND	196,574.11	7,195.66	4,077.69	0.00		199,692.08		199,692.08	
27	POLICE LAB & PROGRAMS	187,544.70	4.19	7,365.16	0.00		180,183.73		180,183.73	
30	FEDERAL DRUG ENFORCEMENT	252,674.39	0.00	0.00	0.00		252,674.39		252,674.39	
34	BUILDING FUND	245,892.11	49,119.95	60,212.11	0.00		234,799.95		234,799.95	
35	LIBRARY FUND	818,200.55	51,355.93	298,863.78	0.00		570,692.70		570,692.70	
36	MUNICIPAL BAND FUND	97,161.72	2,284.17	13,033.58	0.00		86,412.31		86,412.31	
37	FOREIGN FIRE INSURANCE FUND	150,192.62	1.20	5,836.24	0.00		144,357.58		144,357.58	
42	LOCAL STREETS & ROADS	1,053,047.74	197,647.02	19,412.10	0.00		1,231,282.66		1,231,282.66	
46	MOTOR FUEL TAX FUND	5,473,995.04	261,210.47	91,149.28	0.00		5,644,056.23		5,644,056.23	
58	LIBRARY CAPITAL	533,539.05	12.17	0.00	0.00		533,551.22		533,551.22	
59	LIBRARY TRUST FUNDS	122,168.35	675.00	103.07	0.00		122,740.28		122,740.28	
82	DCDF FUND	155,275.37	1,369.87	4,566.88	0.00		152,078.36		152,078.36	
84	COMMUNITY REVITALIZATION	4,808,881.44	2,983.11	238,089.57	0.00		4,573,774.98		4,573,774.98	
85	GRANT FUND	282,378.21	0.00	0.00	0.00		282,378.21		282,378.21	
	Total Special Revenue Funds	14,925,980.92	611,439.72	766,283.40	55,981.34	0.00	14,827,118.58	0.00	14,827,118.58	0.00
	TIF & Redevelopment Funds									
19	OLDE TOWNE TIF FUND	197,945.98	3.74	67,977.50	0.00		129,972.22		129,972.22	
21	WABASH CROSSING TIF	1,691,871.65	38.60	0.00	0.00		1,691,910.25		1,691,910.25	
23	EASTGATE TIF FUND	449,588.70	17,959.45	0.00	0.00		467,548.15		467,548.15	
24	SOUTHSIDE TIF FUND	148,397.21	3.39	0.00	0.00		148,400.60		148,400.60	
28	PINES SHOPPING CENTER TIF	14,481.99	2,951.36	0.00	0.00		17,433.35		17,433.35	
29	GRAND & OAKLAND TIF	39,269.39	5,502.62	0.00	0.00		44,772.01		44,772.01	
	Total TIF & Redevelpmnt Funds	2,541,554.92	26,459.16	67,977.50	0.00	0.00	2,500,036.58	0.00	2,500,036.58	0.00
	Capital Funds									
40	PEG CAPITAL FUND	125,273.78	2.41	21,986.07	0.00		103,290.12		103,290.12	
44	2018 PROJECT FUND	2,581,990.75	38.42	155,704.31	0.00		2,426,328.47	(3.61)	2,426,324.86	
45	CAPITAL PROJECT FUND	60,884.32	1.62	5,000.00	0.00		55,885.94		55,885.94	(1,081,816.00)
61	EQUIPMENT REPLACEMENT	1,070,333.53	(1,132.80)	8,901.54	0.00		1,060,299.19		1,060,299.19	
99	AMERICAN RESCUE PLAN	1,441,549.32	16,911,067.50	146,941.81	0.00		18,205,675.01		18,205,675.01	
	Total Capital Funds	5,280,031.70	16,909,977.15	338,533.73	0.00	0.00	21,851,478.73	(3.61)	21,851,475.12	(1,081,816.00)

City of Decatur
Treasurer's Cash Report

Month of: June 2022

<i>Fund</i>	<i>Fund Name</i>	<i>Opening Cash & Investments</i>	<i>Receipts</i>	<i>Disbursements</i>	<i>Balance Sheet Accts Activity</i>	<i>Investment Transfers</i>	<i>Ending Cash Balance</i>	<i>Investments</i>	<i>Total Cash & Investments</i>	<i>Interfund Loans (Borrowing)</i>
50	Debt Fund DEBT FUND	260,225.33	21,747.79	84,534.01	0.00		197,439.11		197,439.11	0.00
60	Internal Service Funds FLEET MAINTENANCE	369,365.44	256,715.71	252,668.76	0.00		373,412.39		373,412.39	
64	RISK MANAGEMENT	2,814,442.28	350,055.29	85,528.31	0.00		3,078,969.26		3,078,969.26	
65	INSURANCE FUND	1,350,728.42	884,013.53	1,066,218.80	0.00		1,168,523.15		1,168,523.15	
	Total Internal Service Funds	4,534,536.14	1,490,784.53	1,404,415.87	0.00	0.00	4,620,904.80	0.00	4,620,904.80	0.00
70	Enterprise Funds MASS TRANSIT -OPERATION	(1,812,185.79)	1,824,489.28	2,248,347.58	0.00		(2,236,044.09)		(2,236,044.09)	
77	FIBER OPTICS	1,087,150.31	3,028.22	3,093.00	0.00		1,087,085.53		1,087,085.53	
79	STORM WATER	3,103,605.55	121,491.33	74,233.62	0.00		3,150,863.26		3,150,863.26	
78	SEWER FUND	14,355,273.91	283,633.78	948,351.90	0.00		13,690,555.79		13,690,555.79	
80	WATER FUND	6,381,928.26	2,831,716.37	1,417,054.89	53,321.39		7,849,911.13		7,849,911.13	
81	WATER CAPITAL	8,330,983.73	(519.58)	1,846,478.69	0.00		6,483,985.46		6,483,985.46	1,081,816.00
86	WATER DEBT	12,500,000.00	0.00	0.00	0.00		12,500,000.00		12,500,000.00	
88	RECYCLING PROGRAM	314,964.83	58,800.91	48,756.60	0.00		325,009.14		325,009.14	
89	WATER BOND	25,003,905.94	0.00	0.00	0.00		25,003,905.94		25,003,905.94	
	Total Enterprise Funds	69,265,626.74	5,122,640.31	6,586,316.28	53,321.39	0.00	67,855,272.16	0.00	67,855,272.16	1,081,816.00
90	Trust & Agency Funds FIRE PENSION FUND CASH	490,660.43	649,621.33	784,062.41	0.00		356,219.35		356,219.35	
90	FIRE PENSION INVESTMENTS	77,315,830.39			0.00			77,315,830.39	77,315,830.39	
	TOTAL FIRE PENSION	77,806,490.82	649,621.33	784,062.41	0.00	0.00	356,219.35	77,315,830.39	77,672,049.74	
91	POLICE PENSION FUND CASH	8,158,677.53	172,272.38	877,159.00	0.00		7,453,790.91		7,453,790.91	
91	POLICE PENSION INVESTMENTS	102,923,163.77	494,881.87	10.99	0.00			103,418,034.65	103,418,034.65	
	TOTAL FIRE PENSION	111,081,841.30	667,154.25	877,169.99	0.00	0.00	7,453,790.91	103,418,034.65	110,871,825.56	
	Total Trust & Agency Funds	188,888,332.12	1,316,775.58	1,661,232.40	0.00	0.00	7,810,010.26		188,543,875.30	0.00
	Total City Funds	307,593,616.08	31,004,117.28	16,169,119.76	116,868.76	0.00	141,811,620.93	(3.61)	322,545,482.36	
Memorandum Items										
	Pooled Cash Investments							10,526,220.58	10,526,220.58	
	City Funds ex Trust & Agency	118,705,283.96	29,687,341.70	14,507,887.36	116,868.76	0.00	134,001,610.67	10,526,216.97	134,001,607.06	0.00

City of Decatur
Monthly Fund Balance History

Period Ending: June 2022

<u>Fund</u>	<u>Year</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>
10 General	2020	8,296,671	9,275,978	9,688,689	7,932,274	7,953,057	7,793,619	8,152,494	9,790,220	10,145,372	9,070,165	9,265,579	7,617,009
	2021	8,542,498	8,764,962	12,423,940	11,749,497	13,476,379	15,158,613	16,606,553	17,109,697	16,329,193	16,599,570	17,582,288	15,997,078
	2022	16,508,817	17,581,483	18,637,900	19,162,684	21,897,328	22,149,361						
16 Community Grant	2021	-	-	-	-	-	(720)	(1,644)	(2,952)	(4,974)	(5,821)	(7,680)	592
	2022	(8,186)	(8,384)	(9,360)	(1,818)	(9,022)	(9,126)						
17 HOME	2020	58,171	63,167	64,682	65,679	68,990	72,992	76,881	76,810	78,493	79,174	80,234	78,765
	2021	82,742	83,666	84,726	85,829	86,429	59,794	60,596	62,353	63,293	77,869	64,673	181,040
	2022	181,729	182,752	179,749	180,878	186,470	186,980						
18 CDBG	2020	6,590	9,041	9,296	9,519	5,258	1,655	(210,259)	(162,671)	(211,294)	(213,535)	(215,415)	642
	2021	19,245	54,686	10,041	10,041	15,889	5,506	(206,918)	(208,778)	11,078	11,189	(26,508)	10,948
	2022	11,209	11,120	(21,051)	(19,199)	(2,607)	10,048						
19 Olde Towne TIF	2020	78,936	78,987	79,675	79,678	79,680	(90,533)	212,774	467,568	-	823,319	866,329	79,848
	2021	93,791	147,360	147,447	147,447	147,447	70,506	571,214	577,245	709,376	987,798	1,005,655	197,888
	2022	197,888	197,888	197,903	197,903	197,946	129,972						
20 Southeast TIF	2020	19,444	17	8,703	17,284	124	8,717	130,851	144	10,770	141,952	152,461	26,570
	2021	27,227	27,227	27,232	5	5	15	178,106	178,106	302,627	6,961	15,896	-
	2022	-	-	-	-	-	-	-	-	-	-	-	-
21 Wabash TIF	2020	826,965	827,504	828,651	828,679	828,707	829,845	896,454	869,354	935,827	943,340	943,593	1,115,501
	2021	1,349,330	1,349,330	1,349,646	1,349,646	1,349,646	1,350,520	1,520,045	1,520,045	1,580,840	1,689,898	1,690,462	1,691,620
	2022	1,691,620	1,691,620	1,691,752	1,691,752	1,691,872	1,691,910						
22 DUATS	2020	335	63,201	48,202	48,051	50,383	60,605	63,240	63,242	41,217	63,218	62,983	31,799
	2021	49,456	51,308	56,842	56,502	54,832	58,987	58,812	47,701	52,841	52,379	73,255	73,256
	2022	84,761	84,761	85,396	84,994	84,415	84,417						
23 East Gate TIF	2020	264,003	282,998	300,481	317,552	324,674	18,037	44,902	162,791	180,103	208,531	243,355	261,205
	2021	279,195	296,575	314,143	335,150	352,650	370,374	430,984	459,890	511,662	325,806	343,400	361,030
	2022	378,530	396,030	414,011	431,661	449,589	467,548						
24 Southside TIF	2020	89,833	89,892	90,035	90,038	90,041	59,000	59,005	100,602	100,702	102,628	102,655	102,666
	2021	102,735	102,735	102,763	102,763	102,763	102,835	146,253	146,253	146,270	148,287	148,321	148,375
	2022	148,375	148,375	148,387	148,387	148,397	148,401						
25 State Drug	2020	203,517	228,717	216,717	194,215	197,228	178,719	175,465	181,665	192,639	164,356	237,672	263,300
	2021	228,606	277,014	245,998	241,640	237,645	244,414	300,292	279,508	294,722	253,171	246,045	295,565
	2022	283,544	300,100	286,712	296,462	289,199	346,125						
26 DUI	2020	229,507	211,043	223,169	227,377	233,934	247,843	245,864	267,645	264,925	236,261	240,716	234,248
	2021	501,181	481,579	476,366	425,979	432,432	434,306	445,170	449,343	446,562	336,932	324,074	233,735
	2022	234,847	225,128	226,501	224,470	196,574	199,692						

City of Decatur
Monthly Fund Balance History

Period Ending: June 2022

<u>Fund</u>	<u>Year</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>
27 Police Lab	2020	209,760	210,051	210,466	210,454	192,461	192,160	191,527	191,851	191,972	189,820	189,969	190,115
	2021	190,205	189,521	189,574	189,764	189,826	189,443	187,865	187,988	187,580	187,745	187,142	187,337
	2022	187,337	187,337	187,351	187,441	187,545	180,184						
28 Pines TIF	2020	98,532	97	2,683	5,213	9,041	11,643	14,175	53,771	56,332	94,227	97,597	100,385
	2021	103,275	106,124	108,982	5,653	8,486	11,360	50,752	53,585	92,993	95,825	98,673	101,591
	2022	104,423	107,256	110,214	113,114	14,482	17,433						
29 Grand/Oakland TIF	2020	166,878	165	5,741	11,222	10,723	16,323	21,806	83,650	89,180	157,219	156,545	161,967
	2021	167,574	172,987	178,448	17,658	16,284	21,773	92,235	97,648	168,119	173,558	178,997	184,570
	2022	189,983	195,396	200,911	206,411	39,269	44,772						
30 Federal Drug	2020	132,237	129,723	129,771	129,775	129,780	266,617	266,626	261,140	272,252	272,252	274,999	274,999
	2021	274,999	274,999	274,999	274,999	250,999	250,549	261,561	261,561	265,152	265,152	265,152	265,152
	2022	265,152	263,952	263,952	263,952	252,674	252,674						
34 Building	2020	930,823	713,327	733,419	447,419	459,843	169,755	133,534	142,422	111,987	119,445	123,869	220,922
	2021	233,999	246,982	264,231	271,861	283,471	268,545	269,042	194,401	207,035	209,690	207,593	199,313
	2022	214,970	222,230	232,449	234,924	245,892	234,800						
35 Library	2020	1,174,592	947,971	712,219	451,545	265,528	24,694	602,238	1,244,500	1,136,872	1,901,255	1,717,359	1,469,875
	2021	1,351,862	1,098,707	833,977	582,710	463,087	212,852	1,590,859	1,505,165	1,904,149	2,191,658	1,963,435	1,551,584
	2022	1,394,340	1,133,041	950,659	841,580	818,201	570,693						
36 Band	2020	34,835	35,340	36,232	37,077	35,922	36,815	54,072	62,555	60,792	96,501	98,740	99,930
	2021	101,531	100,790	101,642	97,861	98,691	94,322	116,819	91,217	90,063	99,387	101,187	103,384
	2022	102,149	102,973	103,805	99,332	97,162	86,412						
37 Foreign Fire Ins	2020	199,066	180,822	168,040	156,693	136,604	118,001	110,979	100,585	88,446	229,201	221,448	168,424
	2021	161,821	158,616	150,718	145,650	132,640	111,867	93,378	75,870	66,079	215,479	206,540	184,140
	2022	179,836	172,766	170,634	156,319	150,193	144,358						
40 PEG	2020	88,440	99,632	97,294	78,720	91,122	86,573	87,415	98,996	96,616	96,787	101,008	97,188
	2021	94,643	108,901	106,384	106,783	118,060	93,541	90,361	104,307	101,776	99,231	111,809	107,649
	2022	107,854	118,867	115,850	115,128	125,274	103,290						
42 Local Streets	2020	2,154,047	1,701,201	1,719,367	1,833,983	1,934,004	2,057,359	1,893,879	1,048,604	1,248,373	1,384,107	1,523,161	1,594,839
	2021	1,720,340	1,231,170	1,060,236	1,188,830	1,331,808	953,625	1,098,868	777,165	928,078	980,180	1,210,702	1,352,172
	2022	1,089,792	659,660	781,590	921,181	1,053,048	1,231,283						

City of Decatur
Monthly Fund Balance History

Period Ending: June 2022

<u>Fund</u>	<u>Year</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>
44 2018 Project	2020	6,153,751	6,151,614	5,945,199	5,923,605	5,788,011	5,795,171	5,796,651	5,806,685	5,791,259	5,793,059	5,794,723	5,706,865
	2021	5,400,299	5,390,508	4,967,657	4,739,770	3,981,357	3,951,389	3,627,985	3,906,277	3,413,375	3,261,631	3,026,368	2,961,646
	2022	2,961,681	2,959,059	2,933,908	2,933,705	2,581,991	2,426,325						
45 Capital	2020	650,896	604,380	100,107	95,110	90,113	85,612	80,626	75,629	70,718	65,728	60,749	85,761
	2021	80,761	75,761	70,781	95,781	90,781	85,842	80,842	75,842	70,851	65,851	60,872	85,874
	2022	80,874	75,874	70,880	65,880	60,884	55,886						
46 MFT	2020	1,997,793	1,611,088	1,912,952	1,031,878	2,051,705	2,151,198	2,740,584	3,526,414	3,474,512	3,370,794	2,852,383	1,274
	2021	(810,696)	(1,248,260)	(531,701)	(767,034)	393,260	640,275	591,346	805,587	922,868	1,113,347	4,230,738	5,013,575
	2022	3,202,899	4,255,630	5,448,066	5,284,047	5,473,995	5,644,056						
50 Debt	2020	1,417,335	184,845	217,265	248,430	279,596	201,583	841,070	1,159,062	1,269,915	2,058,349	2,134,004	1,340,180
	2021	1,411,681	170,655	204,754	239,134	273,514	214,028	984,872	796,718	1,172,282	1,382,301	1,436,458	1,449,278
	2022	1,470,257	194,913	216,707	238,436	260,225	197,439						
58 Library Capital	2020	331,334	331,550	331,956	331,968	331,979	332,435	332,456	332,468	332,816	332,855	332,948	332,995
	2021	332,995	332,995	333,087	333,087	333,087	333,323	333,323	333,323	333,369	333,369	333,459	533,467
	2022	533,467	533,467	533,508	533,508	533,539	533,551						
59 Library Trust	2020	200,783	199,199	196,557	193,563	185,957	183,861	181,801	180,238	177,478	173,694	170,311	166,919
	2021	165,705	161,597	159,149	155,493	152,841	150,620	147,930	145,487	140,892	134,967	133,743	130,222
	2022	123,283	124,896	124,850	120,633	122,168	122,740						
60 Fleet Maintenance	2020	221,030	270,480	294,439	317,620	346,245	373,752	414,823	444,682	447,115	422,377	457,409	149,308
	2021	233,284	233,908	245,915	257,942	316,195	364,187	357,899	271,836	286,108	330,897	302,086	257,703
	2022	345,217	357,356	359,537	394,122	369,365	373,412						
61 Equip Replacement	2020	1,044,229	897,469	895,719	792,200	780,592	653,270	617,723	456,886	284,519	228,202	530,475	1,491,081
	2021	1,489,266	330,297	326,848	204,042	196,678	1,293,637	1,177,102	1,683,792	299,989	299,444	215,954	1,718,457
	2022	1,617,148	1,500,204	1,247,579	1,269,855	1,070,334	1,060,299						
64 Risk Management	2020	2,114,005	2,213,817	2,043,659	2,175,457	2,227,499	2,290,856	2,427,958	2,482,665	2,553,145	2,020,135	2,187,222	2,388,311
	2021	2,546,775	2,719,222	2,646,839	2,711,471	2,666,960	2,378,416	2,268,115	2,497,999	2,922,085	1,619,778	1,686,232	1,862,084
	2022	2,065,169	2,363,488	2,564,130	2,566,192	2,814,442	3,078,969						
65 Employee Benefit	2020	2,488,079	2,594,310	2,462,144	2,901,018	2,932,384	2,987,005	3,037,226	3,051,352	2,877,168	3,150,805	3,055,402	2,925,999
	2021	2,594,522	2,489,930	2,309,608	2,049,226	1,656,575	1,414,059	1,256,464	878,943	896,593	825,593	776,992	969,922
	2022	1,212,657	1,212,173	1,690,927	1,414,344	1,350,728	1,168,523						

City of Decatur
Monthly Fund Balance History

Period Ending: June 2022

<u>Fund</u>	<u>Year</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>
70 Mass Transit	2020	(434,009)	(51,268)	1,526,744	926,177	826,072	(194,443)	(911,444)	293,856	1,201,202	919,855	819,142	239,502
	2021	110,833	(622,178)	260,658	1,306,276	1,539,990	(168,998)	(810,268)	(936,429)	(1,732,875)	(2,389,308)	(2,178,935)	245,319
	2022	(1,206,744)	(1,795,357)	(1,223,765)	(1,507,031)	(1,812,186)	(2,236,044)						
77 Fiber Optics	2020	116,598	112,837	112,676	110,130	108,913	107,781	108,350	107,134	101,359	101,481	98,194	88,478
	2021	84,758	85,349	82,648	82,778	82,008	78,928	99,587	1,097,917	1,099,028	1,094,754	1,073,690	947,982
	2022	950,580	1,096,467	1,089,309	1,089,946	1,087,150	1,087,086						
78 Storm Water	2020	2,681,840	2,733,496	2,788,874	2,886,450	2,854,796	2,917,339	2,883,026	2,936,827	2,877,204	2,953,393	2,917,053	3,043,827
	2021	3,096,740	2,923,826	2,956,930	3,020,392	3,002,030	3,051,218	3,100,740	3,153,422	3,174,196	3,231,246	3,089,043	3,181,979
	2022	3,192,117	2,998,790	3,043,814	3,134,314	3,103,606	3,150,863						
79 Sewer	2020	9,435,199	9,854,338	10,430,379	9,901,401	8,997,995	9,972,040	10,149,063	10,331,199	10,290,821	10,251,807	10,356,619	10,261,602
	2021	10,148,807	9,868,811	9,473,457	9,445,910	9,665,150	9,582,488	9,782,240	13,032,024	13,186,459	13,266,446	13,606,037	13,759,354
	2022	13,826,258	13,654,015	13,823,763	13,960,685	14,355,274	13,690,556						
80 Water	2020	6,183,302	392,615	1,635,164	2,773,183	3,287,119	4,038,371	5,795,053	3,116,473	4,759,870	6,144,172	6,340,565	5,136,178
	2021	6,409,824	412,243	1,826,521	3,190,202	4,310,991	5,411,941	6,964,231	6,106,048	7,818,222	9,444,043	10,575,024	7,015,243
	2022	8,117,432	2,036,544	3,681,953	5,256,943	6,381,928	7,849,911						
81 Water Capital	2020	2,677,432	2,350,762	3,324,468	3,319,235	2,877,849	2,371,843	2,040,796	3,661,530	3,381,638	3,031,456	3,180,376	2,796,525
	2021	2,778,544	2,675,054	2,554,943	2,178,532	2,154,549	1,971,062	1,960,865	7,653,986	7,635,822	7,613,480	6,879,114	9,161,123
	2022	9,054,235	8,849,172	8,771,774	8,616,582	8,330,984	6,483,985						
82 DCDF	2020	141,107	138,450	139,565	140,837	142,110	138,158	139,057	140,376	141,542	142,810	144,033	145,301
	2021	146,231	144,614	145,769	147,037	148,225	145,635	146,375	147,258	148,622	149,303	150,766	152,140
	2022	153,508	151,688	152,545	153,913	155,275	152,078						
84 Community Revit	2020	638,819	593,916	608,959	1,740,524	1,731,620	1,732,620	1,728,016	1,696,405	1,696,863	1,604,932	1,548,059	1,548,290
	2021	1,548,290	1,547,940	1,527,973	1,519,723	1,557,767	1,562,574	1,580,435	5,463,750	5,434,178	5,392,895	5,295,378	5,373,022
	2022	5,353,172	5,250,016	5,137,394	4,937,130	4,808,881	4,573,775						
85 Grants	2020	-	-	-	-	-	-	-	-	(266,691)	(516,476)	(135,746)	1,062
	2021	(1,177,714)	(958,066)	(482,811)	(328,577)	(345,292)	(661,172)	(666,961)	(37,423)	298,660	288,012	284,371	81,587
	2022	81,587	282,378	282,378	282,378	282,378	282,378						
86 Water Debt	2020	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	10,653,000
	2021	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	9,828,000
	2022	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000						
88 Recycling	2020	132,535	124,096	127,553	133,873	133,845	130,340	131,197	184,449	140,721	135,491	133,122	143,806
	2021	137,176	134,713	150,796	151,861	148,386	153,430	152,667	165,071	224,967	192,589	216,727	230,932
	2022	240,548	243,307	270,066	289,718	314,965	325,009						

City of Decatur
Monthly Fund Balance History

Period Ending: June 2022

<u>Fund</u>	<u>Year</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>
89 Water Bond	2020	371,155	371,397	371,535	371,548	371,560	371,574	371,587	347,158	217,329	217,329	217,329	217,329
	2021	217,329	217,329	217,329	217,329	217,329	217,329	217,329	217,329	217,329	217,329	217,329	217,329
	2022	217,329	217,329	217,329	25,003,906	25,003,906	25,003,906						
99 American Rescue Plan	2021	-	-	-	-	-	16,911,068	16,911,068	2,415,664	2,280,713	2,183,262	2,183,262	1,998,097
	2022	1,798,097	1,731,358	1,581,952	1,482,508	1,441,549	18,205,675						
Total City Funds	2020	66,326,394	59,328,263	63,339,447	61,986,652	61,943,064	61,300,804	64,629,544	67,936,933	69,412,081	71,262,473	72,179,232	63,053,790
	2021	65,121,665	54,911,485	60,455,485	60,836,641	64,191,851	81,644,307	86,725,388	86,341,738	87,198,250	87,553,173	92,085,817	90,602,354
	2022	91,439,738	84,767,123	89,473,919	115,559,271	118,705,284	134,001,607	-	-	-	-	-	-
90 Fire Pension	2020	72,608,249	72,352,094	71,847,284	71,298,290	71,344,251	70,970,136	71,958,243	72,722,435	72,846,290	74,697,841	74,344,841	75,015,244
	2021	74,468,832	73,985,673	73,653,661	73,198,390	72,777,449	72,687,537	76,599,900	76,372,891	77,269,548	77,399,895	78,374,436	80,953,016
	2022	80,311,491	79,671,694	79,071,932	78,438,007	77,806,491	77,672,050						
91 Police Pension	2020	99,514,419	99,142,676	99,134,621	98,527,668	98,290,046	98,099,077	98,907,965	99,660,914	99,645,370	100,818,835	100,839,635	102,360,461
	2021	102,188,690	102,804,193	102,835,309	102,709,816	102,659,205	103,051,259	105,288,247	105,062,302	106,200,649	106,650,630	106,267,354	110,767,742
	2022	110,482,806	110,892,433	112,131,970	111,662,507	111,081,841	110,871,826						
Total All Funds	2020	238,449,062	230,823,033	234,321,351	231,812,610	231,577,361	230,370,017	235,495,752	240,320,281	241,903,741	246,779,149	247,363,707	240,429,495
	2021	241,779,187	231,701,351	236,944,455	236,744,847	239,628,504	257,383,103	268,613,536	267,776,932	270,668,448	271,603,698	276,727,607	282,323,112
	2022	282,234,035	275,331,250	280,677,820	305,659,785	307,593,616	322,545,482	-	-	-	-	-	-

City of Decatur
Treasurer's Investment Report

Month of : June 2022

Pooled Cash

Account # 8051000942

Multiple Funds - Pooled Cash

Investment Instrument	Expect Int Income	Maturity Date	Interest Rate	Par Value Amount	Cost	Market Value	CP Interest Received	YTD Interest Received 2022	BTD Interest Received
US Treasury Bond		03/31/22	0.37500%	0.00	0.00	0.00	-	2,812.50	8,437.50
US Treasury Bond	Feb - Aug	08/31/22	0.12500%	1,750,000.00	1,750,000.00	1,745,607.50	-	1,093.75	3,281.25
US Treasury Bond	May - Nov	11/30/22	0.12500%	1,000,000.00	1,000,117.19	992,770.00	-	625.00	1,875.00
US Treasury Bond	Sep - Mar	03/31/23	1.50000%	1,500,000.00	1,497,070.31	1,494,435.00	-	-	0.00
US Treasury Bond	May - Nov	11/30/23	0.50000%	2,225,000.00	2,224,304.69	2,164,680.25	-	5,562.50	5,562.50
US Treasury Bond	Dec - Jun	06/15/24	0.25000%	1,500,000.00	1,490,683.59	1,431,855.00	1,875.00	1,875.00	3,750.00
US Treasury Bond	Feb - Aug	08/15/24	0.37500%	1,600,000.00	1,599,062.50	1,524,496.00	-	3,000.00	3,000.00
US Treasury Bond	Mar - Sep	09/15/24	0.37500%	1,000,000.00	995,429.69	950,390.00	-	1,875.00	1,875.00
Federated US Treasury Cash Reserves		Liquid		221,986.83	221,986.83	221,986.83	106.57	231.09	0.00
Total Investment(s)				10,796,986.83	10,778,654.80	10,526,220.58	1,981.57	17,074.84	27,781.25

Fire Capital Bond

Account # 1001006774

Fund 44

Investment Instrument	Investment Date	Maturity Date	Interest Rate	Par Value Amount	Cost	Tax Cost Amount	CP Interest Received	YTD Interest Received 2022	BTD Interest Received
Federated US Treasury Cash Reserves		Liquid		0.00	0.00	0.00	0.00	74.01	8,775.02
Total Investment(s)				0.00	0.00	0.00		74.01	8,775.02

GRAND TOTALS:

10,796,986.83	10,526,220.58	17,148.85	36,556.27
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Pooled Cash		Journal Entry						
		Month	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Unbooked	Booked
Fees			(2,129.12)					(2,129.12)
Interest (Income)		1,981.57	8,805.76	8,269.08				17,074.84
		1,981.57	6,676.64	8,269.08	-	-	-	14,945.72

Debt Instrument		Debt Purpose	Year of Issue	Year of Re Issue	Maturity	Fund	Source	Payment(s)		Debt (Orig/ Ref) Issue	Debt at 1/1/2022	New Draws in 2022	FY22 Principal Payments	FY22 Interest Payments	Debt at 12/31/2022	FY22 Total Debt Payments		
								1st	2nd									
											input	input	input	input				
Bond Debt																		
Amort sch #																		
13	2010C Bonds	Parking Garage Renovation	2010		2024	19/50	19/TL	6/15	12/15	2,800,000.00	755,000.00		240,000.00	30,200.00	515,000.00	270,200.00	ok	
17	2012 Bonds	Refunding of 2004A GO Bonds	2012		2025	50	Tax Levy	3/1	9/1	8,030,000.00	2,890,000.00		695,000.00	61,806.25	2,195,000.00	756,806.25	ok	
18	2013 Bonds	Refunding of 2004B GO Bonds	2013		2025	80	80	3/1	9/1	17,220,000.00	6,660,000.00		1,540,000.00	290,000.00	5,120,000.00	1,830,000.00	ok	
25	2014 Bonds	Lake Decatur Dredging	2014		2034	80	80	3/1	9/1	24,055,000.00	17,875,000.00		1,035,000.00	817,737.50	16,840,000.00	1,852,737.50	ok	
32	2015 Bonds	Lake Decatur Dredging	2015		2035	80	80	3/1	9/1	23,305,000.00	18,160,000.00		970,000.00	769,425.00	17,190,000.00	1,739,425.00	ok	
39	2016 Bonds	Lake Decatur Dredging	2016		2036	80	80	3/1	9/1	22,205,000.00	18,755,000.00		890,000.00	826,006.26	17,865,000.00	1,716,006.26	ok	
48	2017 Bonds	Refunding of 2008 GO Bonds	2017		2024	80	80	6/15	12/15	6,275,000.00	2,505,000.00		1,045,000.00	100,200.00	1,460,000.00	1,145,200.00	ok	
49	2018 Bonds	Lake Decatur Dredging, Fire Stations	2018		2038	80/50	80/TL	3/1	9/1	25,810,000.00	23,305,000.00		905,000.00	1,138,100.00	22,400,000.00	2,043,100.00	ok	
53	2019 Bonds	Refunding of 2010A GO Bonds	2019		2030	50	Tax Levy +	6/15	12/15	6,720,000.00	5,845,000.00		675,000.00	153,968.00	5,170,000.00	828,968.00	ok	
54	2019B Bonds	Library Projects / Police Radio refund	2019		2034	34/50	34/10	6/15	12/15	2,300,000.00	1,900,000.00		200,000.00	43,890.00	1,700,000.00	243,890.00	ok	
57	2020 Bonds	Refunding of 2010B GO Bonds	2020		2030	80/19	80/19	6/15	12/15	18,050,000.00	16,375,000.00		1,770,000.00	343,875.00	14,605,000.00	2,113,875.00	ok	
63	2022 Bonds	Water & Sewer Infrastructure	2022		2042	80	80	3/1	9/1	24,840,000.00	-	24,840,000.00	-	339,480.00	24,840,000.00	339,480.00	ok	
xxx																	xx	
Total Bond Debt										181,610,000.00	115,025,000.00	24,840,000.00	9,965,000.00	4,914,688.01	129,900,000.00	14,879,688.01		
Promissory Notes & Loans Payable																		
15	IEPA Contruction Loan	Nitrate Facility (L171674)	2002		2022	80	80	6/1	12/1	7,172,169.35	120,461.54		120,461.54	1,749.70	-	122,211.24	liquidated	
16	IEPA Water Loan	Water Projects (L172552)	2011		2031	80	80	1/10	7/10	6,993,328.01	3,616,805.77		361,680.58	-	3,255,125.19	361,680.58	ok	
28	IEPA Contruction Loan	Lakeshore Drive Sewer (L174873)	2013		2034	79	79	4/16	10/16	7,589,672.70	5,262,997.60		359,847.63	99,847.93	4,903,149.97	459,695.56	ok	
30	Busey Bank	Fire Apparatus - Pumper (20835)	2015		2022	61	61	5/4		439,939.77	67,216.18		67,216.18	1,545.85	-	68,762.03	liquidated	
34	IEPA Contruction Loan	Union Street Sewer (L175280)	2015		2035	79	79	1/8	7/8	2,172,218.21	1,613,975.28		101,004.60	31,697.54	1,512,970.68	132,702.14	ok	
35	First Mid Bank & Trust (Soy Cap)	Motorola Radio System	2015		2022	10/70	10/70	1/5		1,000,000.00	139,926.47		139,926.47	3,885.29	-	143,811.76	ok	
38	Busey Bank (drawdown)	Local Street Resurfacing (24040)	2016		2023	42	42	2/15	8/15	7,500,000.00	2,142,857.20		1,071,428.56	54,243.31	1,071,428.64	1,125,671.87	ok	
44	Busey Bank	Public Works Heavy Equipment (26530)	2017		2022	61	61	Qtry	Qtry	180,624.00	28,991.83		28,991.83	472.40	-	29,464.23	ok	
45	IEPA Contruction Loan	7th Ward Sewer (L175329)	2016		2038	79	79	3/17	9/17	8,540,318.96	7,254,770.15		382,829.67	125,290.89	6,871,940.48	508,120.56	ok	
46	IEPA Contruction Loan	Nelson Park Storm Sewer (L175315)	2017		2038	78	78	5/21	11/21	3,581,182.00	3,131,272.51		165,235.29	54,077.51	2,966,037.22	219,312.80	ok	
55	IEPA Contruction Loan	McKinley Sewer (L175498)	2019		2040	79	79	1/23	7/23	4,647,112.64	4,466,336.68		195,360.26	88,354.80	4,270,976.42	283,715.06	ok	
56	Regions 2020 Promissory Note	Johnson Controls Initiative refund of 2013	2020		2028	various	80/10/60/70	2/15	8/15	13,417,000.00	11,673,000.00		1,441,000.00	220,623.03	10,232,000.00	1,661,623.03	ok	
58	Regions 2021 Vehicle Note	Fire Apparatus / Police & Fire Interceptors	2021		2028	61	10	1/15 5/21	7/15 11/21	1,600,842.22	1,488,662.75		361,041.01	41,306.11	1,127,621.74	402,347.12	ok	
59	Hickory Point Bank Vehicle Note	Fire Apparatus Pierce Aerial (xxxx4366)	2021		2028	61	10	3/15	9/15	820,633.00	820,633.00		59,425.99	12,719.81	761,207.01	72,145.80	ok	
60	Hickory Point Bank Vehicle Note	Fire Apparatus Pierce Pumper (xxxx4379)	2021		2028	61	10	3/15	9/15	569,681.00	569,681.00		41,253.35	8,830.06	528,427.65	50,083.41	ok	
61	Hickory Point Bank Vehicle Note	Public Works Street Sweeper (xxxx4382)	2021		2028	61	10	3/15	9/15	301,958.50	301,958.50		41,769.21	4,465.79	260,189.29	46,235.00	ok	
62	Busey Bank	Police Interceptors (12) (65130)	2022		2023	61	10	3/15	9/15	616,940.00	-	616,940.00	308,245.79	4,957.87	308,694.21	313,203.66	ok	
xx	xxx									-	-		-	-	-	-	xx	
xx	xxx									-	-		-	-	-	-	xx	
xx	xxx									-	-		-	-	-	-	xx	
Total Notes & Loans Payable										67,143,620.36	42,699,546.46	616,940.00	5,246,717.96	754,067.89	38,069,768.50	6,000,785.85		
Capital Leases																		
41	PNC Equipment Finance	Fire Apparatus Pierce Pumper (202806)	2017		2023	61	61	3/1		428,380.00	149,648.58		73,933.01	3,608.03	75,715.57	77,541.04	ok	
47	Huntington National Bank (PNC)	Public Works Dump Trucks (2) (211637)	2018		2024	61	61	3/2	9/2	331,508.00	149,485.15		48,174.18	4,631.04	101,310.97	52,805.22	ok	
xxx										-	-		-	-	-	-	xx	
xxx										-	-		-	-	-	-	xx	
Total Capital Leases										759,888.00	299,133.73	-	122,107.19	8,239.07	177,026.54	130,346.26		
Total City Debt										249,513,508.36	158,023,680.19	25,456,940.00	15,333,825.15	5,676,994.97	168,146,795.04	21,010,820.12		
												debt in period						

Note(s)

1

2

3

Water Bond Issue - Status of Water Bond Fund 89

Bond Issuance	2018
Par Value of Bonds	16,210,000
Premium	1,561,921
Total Source of Funds	17,771,921
Total Use of Funds	17,771,921
Underwriter's Discount	113,470
Bond Insurance	51,964
Closing Costs	84,636
Bond Proceeds	17,521,851

Fund Description Accounts for capital improvements that are financed by the proceeds from the issuance of bonds

The Lake Decatur Dredging initiative is a \$90.4 investment spanning 6 years with completion envisioned in 2019. The project includes the dredging of lake basins 1, 2, 3 and 4.

On July 17, 2018, the City issued general obligation bonds with 20 year maturity raising the cash proceeds to defray the cost of Phase IV of the Lake Decatur Dredging Project.

Actual Bond Spend Activity in Fiscal year 2018	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend							17,521,851	17,521,851	15,253,075	15,244,431	13,939,120	12,728,383	
Revenues													
Interest Income							-	1,704	185	20,837	22,523	37,695	82,943
Expenditures													
Dredging - Great Lakes Dredge							-	2,270,480	-	1,315,112	1,218,447	1,041,863	5,845,901
Dredging - Chastain & Assoc							-	-	8,829	11,036	14,814	8,677	43,356
Total Expenditures							-	2,270,480	8,829	1,326,148	1,233,260	1,050,540	5,889,257
Ending cash available							17,521,851	15,253,075	15,244,431	13,939,120	12,728,383	11,715,538	

Actual Bond Spend Activity in Fiscal year 2019	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	11,715,538	8,911,826	4,165,180	4,166,193	3,625,516	3,627,788	3,522,960	3,526,224	3,529,263	3,532,278	3,532,466	3,534,974	
Revenues													
Interest Income	17,893	2,679	1,012	31,104	2,271	3,168	3,264	3,038	3,015	2,904	2,508	1,370	74,229
Expenditures													
Dredging - Great Lakes Dredge	2,811,807	4,749,324	-	549,649	-	105,948	-	-	-	2,716	-	3,165,438	11,384,881
Dredging - Chastain & Assoc	9,799	-	-	22,132	-	2,048	-	-	-	-	-	-	33,979
Total Expenditures	2,821,606	4,749,324	-	571,781	-	107,996	-	-	-	2,716	-	3,165,438	11,418,861
Ending cash available	8,911,826	4,165,180	4,166,193	3,625,516	3,627,788	3,522,960	3,526,224	3,529,263	3,532,278	3,532,466	3,534,974	370,906	

Actual Bond Spend Activity in Fiscal year 2020	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	370,906	371,155	371,397	371,535	371,548	371,560	371,574	371,587	347,158	217,329	217,329	217,329	
Revenues													
Interest Income	249	242	138	13	13	14	13	12	-	-	-	-	693
Expenditures													
Dredging - Great Lakes Dredge	-	-	-	-	-	-	-	24,441	129,829	-	-	-	154,270
Dredging - Chastain & Assoc	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures	-	-	-	-	-	-	-	24,441	129,829	-	-	-	154,270
Ending cash available	371,155	371,397	371,535	371,548	371,560	371,574	371,587	347,158	217,329	217,329	217,329	217,329	

Actual Bond Spend Activity in Fiscal year 2021	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	217,329	217,329	217,329	217,329	217,329	217,329	217,329	217,329	217,329	217,329	217,329	217,329	
Revenues													
Interest Income	-	-	-	-	-	-	-	-	-	-	-	-	-
Expenditures													
Dredging - Great Lakes Dredge	-	-	-	-	-	-	-	-	-	-	-	-	-
Dredging - Chastain & Assoc	-	-	-	-	-	-	-	-	-	-	-	-	-

Actual Bond Spend Activity in Fiscal year 2022	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	217,329	217,329	217,329	217,329	25,003,906	25,003,906	-	-	-	-	-	-	
Revenues													
Bond Proceeds (new)	-	-	-	25,382,055	-	-	-	-	-	-	-	-	25,382,055
Interest Income	-	-	-	-	-	-	-	-	-	-	-	-	-
Expenditures													
Transfer out of old proceeds	-	-	-	217,329	-	-	-	-	-	-	-	-	217,329
Bond Insurance Costs	-	-	-	378,149	-	-	-	-	-	-	-	-	-
Dredging - Great Lakes Dredge	-	-	-	-	-	-	-	-	-	-	-	-	-
Dredging - Chastain & Assoc	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures	-	-	-	595,478	-	-	-	-	-	-	-	-	595,478
Ending cash available	217,329	217,329	217,329	25,003,906	25,003,906	25,003,906	217,329	217,329	217,329	217,329	217,329	217,329	

Fire Station New Construction - Status of 2018 Project Fund 44

Bond Issuance	2018	Fund Description
Par Value of Bonds	8,000,000	Accounts for capital improvements that are financed by the proceeds from the issuance of bonds
Premium	806,021	
Total Source of Funds	8,806,021	
Total Use of Funds	8,806,021	
Underwriter's Discount	56,000	
Bond Insurance	26,104	
Closing Costs	41,770	
Bond Proceeds	8,682,147	

The 2018 GO Bonds included proceeds to finance the construction of three (3) new fire stations, replacing station 3 Fairview Millikin, station 5 Brentwood, and station 7 Airport.

On July 17, 2018, the City issued general obligation bonds with 20 year maturity raising the cash proceeds to defray the cost of the construction of the three fire stations.

The 2018 GO Bond debt issue included Lake Decatur dredging initiative Phase IV (final phase), Fire Station Renovation note payoff with Busey Bank (stations 1, 2, 4 and 6), and Fire Station new construction reported on this schedule.

Actual Bond Spend Activity in Fiscal year 2018	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend Revenues							8,682,147	8,513,450	8,487,932	8,487,629	8,439,674	8,383,973	
Investment Income							-	-	-	-	-	30,183	30,183
Expenditures													
Fire Station 3							-	-	-	-	-	8,190	8,190
Fire Station 5							168,697	25,518	-	47,955	55,701	26,885	324,751
Fire Station 7							-	-	303	-	-	-	303
Total Expenditures							168,697	25,518	303	47,955	55,701	35,075	333,244
Ending cash available							8,513,450	8,487,932	8,487,629	8,439,674	8,383,973	8,379,081	

	Fire 3	Fire 5	Fire 7	Total
	8,190	324,756	303	333,249
	8,190	324,756	303	333,249

Actual Bond Spend Activity in Fiscal year 2019	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend Revenues	8,379,081	8,302,118	8,157,046	8,156,027	8,005,690	8,030,861	7,840,396	7,620,197	7,378,090	7,422,473	6,747,802	6,747,711	
Investment Income	594	24,394	858	7,975	25,171	1,645	3,855	1,342	44,383	9,094	956	33,797	154,065
Expenditures													
Fire Station 3	-	-	-	-	-	-	-	-	-	-	-	19,000	19,000
Fire Station 5	77,557	169,466	1,877	158,312	-	192,110	224,054	243,449	-	683,265	1,047	438,111	2,170,241
Fire Station 7	-	-	-	-	-	-	-	-	-	500	-	-	500
Total Expenditures	77,557	169,466	1,877	158,312	-	192,110	224,054	243,449	-	683,765	1,047	438,111	2,189,744
Ending cash available	8,302,118	8,157,046	8,156,027	8,005,690	8,030,861	7,840,396	7,620,197	7,378,090	7,422,473	6,747,802	6,747,711	6,343,397	

19,000	2,170,248	500	2,189,748
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Actual Bond Spend Activity in Fiscal year 2020	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	6,343,397	6,153,751	6,151,614	5,945,199	5,923,605	5,788,011	5,795,171	5,796,651	5,806,685	5,791,259	5,793,059	5,794,723	
Revenues													
Investment Income	560	560	47,649	6,984	478	27,993	1,827	25,466	8,819	1,800	6,285	269	128,655
Expenditures													
Fire Station 3	-	-	176,418	24,121	-	20,832	347	14,829	13,381	-	4,621	8,342	262,854
Fire Station 5	190,206	2,697	77,646	4,357	136,072	-	-	102	10,209	-	-	-	421,282
Fire Station 7	-	-	-	100	-	-	-	500	655	-	-	79,785	81,040
Total Expenditures	190,206	2,697	254,064	28,578	136,072	20,832	347	15,431	24,245	-	4,621	88,127	765,222
Ending cash available	6,153,751	6,151,614	5,945,199	5,923,605	5,788,011	5,795,171	5,796,651	5,806,685	5,791,259	5,793,059	5,794,723	5,706,865	

262,892	421,289	81,040	765,222
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Actual Bond Spend Activity in Fiscal year 2021	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	5,706,865	5,400,299	5,390,508	4,967,656	4,739,769	3,981,357	3,951,388	3,627,984	3,906,277	3,413,375	3,261,630	3,026,367	
Revenues													
Investment Income	108	1	6,143	2	1	(3,129)	1	2,206	347	2	(94)	34	5,622
Gain/Loss from investment	-	-	(6,715)	-	-	-	-	(5,012)	-	-	-	-	(11,722)
Transfer from Other Funds	-	-	-	-	-	-	-	480,000	-	-	-	-	480,000
Expenditures													
Fire Station 3	306,673	9,792	422,280	227,389	576,668	24,768	325,476	13,543	456,059	151,746	235,169	11,175	2,760,744
Fire Station 5	-	-	-	-	-	-	-	140,136	-	-	-	-	140,136
Fire Station 7	-	-	-	500	181,745	2,071	(2,071)	45,222	37,190	-	-	-	140,136
Total Expenditures	306,673	9,792	422,280	227,889	758,413	26,839	323,405	198,902	493,249	151,746	235,169	11,175	3,129,115
Ending cash available	5,400,299	5,390,508	4,967,656	4,739,769	3,981,357	3,951,388	3,627,984	3,906,277	3,413,375	3,261,630	3,026,367	2,961,645	

2,760,740	140,136	318,237	3,219,114
2,760,740	140,136	318,237	3,219,114

Actual Bond Spend Activity in Fiscal year 2022	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	2,961,645	2,961,681	2,959,059	2,933,908	2,933,704	2,581,990							
Revenues													
Investment Income	35	(175)	152	-	127	38							17
Gain/Loss from investment	-	34	-	(204)	-	-							(17)
Transfer from Other Funds	-	-	-	-	-	-							
Expenditures													
Fire Station 3	-	-	233	-	38,746	142,384							181,363
Fire Station 5	-	-	-	-	-	-							
Fire Station 7	-	2,480	25,070	-	313,094	13,321							353,965
Total Expenditures	-	2,480	25,303	-	351,841	155,704	-	-	-	-	-	-	535,328
Ending cash available	2,961,681	2,959,059	2,933,908	2,933,704	2,581,990	2,426,325	-	-	-	-	-	-	

181,363	-	353,966	535,328
3,232,185	3,056,430	754,046	7,042,661

note 1 final number construction costs excludes \$600.00 earnest payment for property acquisition in 2017

note 2 construction costs per council approved design, project management and construction contracts

note 3 construction costs for fire station 7

note 4 transfer from other funds (\$480k) consists of \$350k CUREs reimbursement and \$130k reimbursement from fund 42 for IDOT related station 3 road work

Construction cost

Reconciliation	Bond proceeds	8,682,14
	Interest income	318,73
	Gain/Loss	(11,89)
note 4	Transfer from Other Funds	480,00
	Total available for spend	9,468,98

	3,340,733	3,056,430	3,654,610	10,051,773
	<i>note 2</i>	<i>note 1</i>	<i>note 3</i>	
	<i>Total funds available for spend</i>			9,468,986
available funds	3,340,733	3,056,430	3,071,823	9,468,986
yet to spend	108,548	0	2,900,564	3,009,112
Funding issue	-	-	582,787	582,787

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

Period Ending: June 2022

Month of Fiscal Year	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Budget
REVENUE														
Actual	6,116,361	5,383,440	6,895,609	5,860,301	7,719,419	5,504,293							37,479,424	
Budget Projection	5,082,157	5,406,440	5,200,820	5,392,154	6,048,341	6,877,644	11,727,842	5,833,868	8,060,795	7,553,285	5,470,249	5,546,404	78,200,000	78,200,000
Vs budget in month	1,034,204	(23,000)	1,694,789	468,146	1,671,078	(1,373,351)	-	-	-	-	-	-		
Vs budget to date	1,034,204	1,011,204	2,705,993	3,174,140	4,845,218	3,471,867	-	-	-	-	-	-	(40,720,576)	
EXPENSE														
Personnel Expense														
Actual	3,648,639	3,284,227	4,893,107	3,654,083	3,391,549	3,852,419							22,724,025	
Budget Projection	3,626,837	3,626,837	5,358,426	3,626,837	3,626,837	3,626,837	9,063,177	3,626,837	9,194,766	3,626,837	3,626,837	4,645,404	57,276,474	57,667,227
Vs budget in month	21,802	(342,610)	(465,319)	27,246	(235,288)	225,582	-	-	-	-	-	-		74%
Vs budget to date	21,802	(320,809)	(786,128)	(758,882)	(994,170)	(768,588)	-	-	-	-	-	-	(34,552,449)	of GF Expense
Operating Expense														
Actual	1,988,226	998,929	961,890	1,683,079	1,586,109	1,407,407							8,625,639	
Budget Projection	1,654,672	1,389,401	1,357,522	1,527,884	1,432,016	1,384,333	1,342,975	3,711,808	1,327,050	1,492,125	1,361,113	2,942,627	20,923,526	20,532,773
Vs budget in month	333,554	(390,473)	(395,632)	155,195	154,093	23,074	-	-	-	-	-	-		26%
Vs budget to date	333,554	(56,919)	(452,551)	(297,357)	(143,264)	(120,190)	-	-	-	-	-	-	(12,297,887)	of GF Expense
TOTAL EXPENSE														
Actual	5,636,865	4,283,156	5,854,997	5,337,162	4,977,659	5,259,827	-	-	-	-	-	-	31,349,665	
Budget Projection	5,281,509	5,016,239	6,715,948	5,154,722	5,058,854	5,011,170	10,406,152	7,338,646	10,521,816	5,118,963	4,987,950	7,588,031	78,200,000	78,200,000
Vs budget in month	355,355	(733,083)	(860,951)	182,440	(81,195)	248,656	-	-	-	-	-	-		
Vs budget to date	355,355	(377,728)	(1,238,679)	(1,056,239)	(1,137,434)	(888,778)	-	-	-	-	-	-	(46,850,336)	
Surplus / (Deficit)														
Actual	479,497	1,100,284	1,040,612	523,138	2,741,761	244,466	-	-	-	-	-	-	6,129,759	
Budget Projection	(199,352)	390,201	(1,515,128)	237,433	989,487	1,866,474	1,321,690	(1,504,778)	(2,461,021)	2,434,322	482,299	(2,041,627)	(0)	-
Vs budget in month	678,849	710,083	2,555,740	285,706	1,752,274	(1,622,008)	(1,321,690)	1,504,778	2,461,021	(2,434,322)	(482,299)	2,041,627		
Vs budget to date	678,849	1,388,932	3,944,673	4,230,378	5,982,652	4,360,645	-	-	-	-	-	-	6,129,759	
Beginning Cash Balance														
Beginning Cash Balance	15,997,078	16,508,837	17,581,483	18,637,900	19,162,684	21,897,328	-	-	-	-	-	-		
Balance Sheet Adjustments														
Balance Sheet Adjustments	32,262	(27,638)	15,805	1,645	(7,117)	7,566								
Ending Cash Balance														
Ending Cash Balance	16,508,837	17,581,483	18,637,900	19,162,684	21,897,328	22,149,361	-	-	-	-	-	-		

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

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

Period Ending: June 2022

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Budget	% of Budget
Memo Items																	
PROPERTY TAX TOTAL																	
var	REAL ESTATE TAX-CIVIL CITY	var						-							-	14,618,833	0%
var	REAL ESTATE TAX-TIF DISTRICTS	var						-							-	1,688,688	0%
	OTHER TAXES TOTAL		-	-	-	-	-	-	-	-	-	-	-	-	-	16,307,521	0%
OTHER TAXES TOTAL																	
var	LOCAL SALES TAX	var	1,006,392	1,041,267	1,201,515	858,285.97	858,911	1,112,269							6,078,640	11,686,000	52%
var	STATE SALES TAX	var	1,033,684	1,075,306	1,269,776	938,655.54	913,545	1,149,425							1,033,684	12,700,000	8%
	OTHER TAXES TOTAL		2,040,076	2,116,573	2,471,291	1,796,942	1,772,456	2,261,694	-	-	-	-	-	-	7,112,324	24,386,000	29%
GENERAL FUND																	
GENERAL GOV TAXES																	
301103	PROPERTY TAX	10						-							-	10,682,000	0%
301106	MOBILE HOME PRIVELEGE TAX	10													-	15,300	0%
301201	STATE SALES TAX	10	1,021,688	1,063,310	1,257,526	926,406	901,295	1,137,175							6,307,399	12,556,000	50%
301202	TELEPHONE UTILITY TAX	10	99,599	94,273	97,801	95,983	94,162	97,606							579,425	1,190,000	49%
301203	FOOD & BEVERAGE TAX	10	325,939	268,346	254,687	328,645	320,770	345,385							1,843,771	3,651,000	51%
301204	HOTEL AND MOTEL TAX	10	62,215	70,247	65,323	76,916	76,544	95,446							446,690	849,000	53%
301205	LOCAL SALES TAX	10	992,643	1,027,517	1,187,365	844,486	844,861	1,098,119							5,994,991	11,521,000	52%
301206	AVIATION FUEL TAX	10	845	1,052	773	648	881	794							4,994	7,200	69%
301207	LOCAL USE TAX	10	215,409	253,062	320,769	212,726	205,377	240,875							1,448,219	3,199,000	45%
301208	AUTO RENTAL TAX	10	3,603	3,494	3,415	3,210	2,992	4,372							21,087	43,000	49%
301209	UTILITY TAX - ELECTRIC & GAS	10	451,232	-	1,170,976	453,756	376,488	327,903							2,780,355	4,925,000	56%
301210	VIDEO GAMING TAX	10	186,950	194,055	165,854	170,074	230,570	217,794							1,165,297	2,400,000	49%
301302	CABLE TV TAX	10	13,687	235,066	-	12,982	245,500								507,234	1,127,000	45%
	Sub Total		3,373,809	3,210,422	4,524,490	3,125,830	3,299,441	3,565,469	-	-	-	-	-	-	21,099,461	52,165,500	40%
GENERAL GOVERNMENT (INTERGOV)																	
302102	LOCAL REPLACEMENT TAX	10	-		-	-	-	-							-	30,000	0%
302104	STATE REPLACEMENT TAX	10	379,831		511,274	573,627	770,651	3,546							2,238,929	1,557,000	144%
302105	STATE INCOME TAX	10	960,878	1,198,126	519,319	1,109,452	2,238,522	657,580							6,683,876	9,958,000	67%
302106	FEDERAL GRANTS	10	99,401	23,297	27,372	-	-	-							150,070	350,000	43%
302109	FEDERAL GRANTS ARP	10	-	-	-	-	-	-							-	-	0%
302107	STATE GRANTS OR OTHER	10	-	-	-	-	-	-							-	120,000	0%
302114	POLICE OT REIMBURSEMENTS	10	7,199	333	5,282	11,210	3,535	4,571							32,131	100,000	27%
302121	CANNABIS TAX	10	9,966	9,796	10,365	10,860	9,758	9,802							60,547	111,000	0%
	Sub Total		1,457,275	1,231,552	1,073,611	1,705,149	3,022,467	675,498	-	-	-	-	-	-	9,165,552	12,226,000	75%
GEN GOVERNMENT SERVICE CHARGE																	
303607	PAYMENT IN LIEU OF TAXES	10	163,660	163,660	163,660	163,660	163,660	163,660							981,960	1,963,920	50%
303608	RISK & EE BENEFIT SERVICES	10	19,978	19,978	19,978	19,978	19,978	19,978							119,868	239,736	50%
303621	ADMIN SERVICES	10	191,777	191,777	191,777	191,777	191,777	191,777							1,150,662	2,301,324	50%
303622	PUBLIC WORKS SERVICES	10	131,733	131,733	131,733	131,733	131,733	131,733							790,398	1,580,796	50%
303626	BLDG INSPECTION SERVICES	10	8,313	8,313	8,313	8,313	8,313	8,313							49,878	99,756	50%
303628	SEWER FUND-EPA	10	30,974	30,974	30,974	30,974	30,974	30,974							185,844	371,688	50%
306700	IT SERVICES	10	81,087	81,087	81,087	81,087	81,087	81,087							486,522	973,044	50%
306707	CDBG PERSONNEL/EXP REIMB	10	32,837	35,872	65,793	35,105	15,169	3,206							187,982	444,000	42%
306751	HOME PERSONNEL/EXP REIMB	10	2,480	3,687	10,529	4,777	2,924	4,368							28,766	102,000	28%
306753	DUATS PERSONNEL/EXP REIMB	10	36,594	-	39,087	-	-	-							75,681	192,000	39%
306762	TRANSFER FROM COM. GRANTS	10	238	198	976	-	104	105							1,620	12,000	14%
	Sub Total		699,671	667,279	743,907	667,404	645,719	635,200	-	-	-	-	-	-	4,059,180	8,280,264	49%
GENERAL GOV LICENSES/PERMITS																	
304300	ANIMAL REGISTRATION LATE FEES	10	225	1,415	600	1,335	1,385	1,820							6,780	12,000	57%
304302	GARBAGE HAULERS	10	-	800	-	1,800	-	-							2,600	27,000	10%
304303	CONTRACTOR LICENSES	10	6,400	1,863	1,875	1,225	1,025	625							13,013	27,000	48%
304304	LIQUOR LICENSES	10	-	6,010	702	-	288,825	217,825							513,362	528,000	97%
304305	RENTAL PROGRAM INCOME	10	-	-	-	-	-	-							-	25,000	0%
304307	OTHER LICENSES	10	11,566	1,655	5,142	5,633	3,715	6,284							33,995	391,250	9%
304401	BUILDING PERMITS	10	274,683	29,379	71,318	46,846	166,758	161,280							750,263	630,000	119%
	Sub Total		292,874	41,122	79,637	56,839	461,708	387,834	-	-	-	-	-	-	1,320,013	1,640,250	80%

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

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

Period Ending: June 2022

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Budget	% of Budget
GENERAL GOV FINES/FEES																	
303301	ON STREET PARKING	10	198	272	532	281	290	286							1,860	3,000	62%
303302	PARKING LOT 1	10	534	1,416	1,407	1,243	1,285	1,299							7,184	13,000	55%
303306	PARKING LOT 10	10	88	484	434	419	438	854							2,717	5,000	54%
303308	GARAGE C	10	1,210	6,435	2,898	680	3,339	1,078							15,639	55,000	28%
303310	RESIDENTIAL PARKING	10	540	360	540	240	540	540							2,760	4,000	69%
303312	DOWNTOWN EMPL PARKING PERMIT	10	1,505	1,270	2,393	1,185	1,473	2,131							9,956	21,000	47%
304490	ADMIN COURT FINES	10	3,221	2,768	5,169	2,985	2,945	9,837							26,925	91,000	30%
305500	ADMINISTRATIVE COURT FEES	10	1,970	1,346	3,042	1,775	2,118	3,272							13,523	43,000	31%
305501	COURT FINES	10	12,938	10,592	8,079	14,518	10,147	14,780							71,054	227,000	31%
305502	BOOT FEE	10	70	35	455	210	140	140							1,050	1,000	105%
305503	WEED CUTTING FEES	10	2,645	1,382	999	3,650	2,594	6,538							17,808	53,000	34%
305505	ILLEGAL USE OF VEHICLE	10	17,125	16,620	22,550	17,285	21,530	21,000							116,110	240,000	48%
305506	OVERTIME PARKING FEES	10	9,447	7,633	14,018	10,131	10,918	8,456							60,604	77,000	79%
305507	VARIANCE AND ZONING	10	280	740	650	140	-	280							2,090	5,000	42%
305513	OTHER FINES AND FEES	10	3,735	4,127	3,769	6,561	7,062	6,495							31,749	71,000	45%
305516	PET CITATIONS	10	1,760	8,425	2,642	13,293	7,374	5,395							38,889	61,000	64%
305520	TRASH & CLEAN UP FINES	10	4,781	2,447	5,184	8,773	3,095	8,068							32,348	56,000	58%
305521	VACANT PROPERTY FEE	10	-	-	-	-	-	-							-	118,600	0%
Sub Total			62,048	66,353	74,760	83,369	75,287	90,450	-	-	-	-	-	-	452,267	1,144,600	40%
INVESTMENT																	
306700	TRANSFERS FROM OTHER FUNDS	10	-	-	-	-	-	-							-	-	-
309900	BOND OR NOTE PROCEEDS	10	-	-	-	-	-	-							-	-	-
307101	INTEREST INCOME	10	-	-	-	-	4,083	-							4,083	18,000	23%
307141	INVESTMENT INCOME	10	7	-	1,352	-	1,388	433							3,180	-	-
Sub Total			7	-	1,352	-	5,472	433	-	-	-	-	-	-	7,263	18,000	40%
GENERAL GOV OTHER INCOME																	
303413	AMEREN FRANCHISE PAYMENTS	10	76,759	76,759	76,759	76,759	76,759	76,759							460,556	921,000	50%
303415	PROFESSIONAL STANDARDS	10	-	-	1,951	3,767	-	-							5,718	2,400	238%
303510	ELECTRIC AGGREGATION ADMIN	10	17,557	286	109	86	65	52							18,156	124,000	15%
308801	RENTAL OF CITY PROPERTY	10	-	-	-	-	-	-							-	1,200	0%
308802	SALE OF CITY PROPERTY	10	-	2,100	-	-	-	-							2,100	-	-
308803	SALE OF OTHER PROPERTY	10	-	-	-	-	-	-							-	5,000	0%
308807	DEMOLITION PAYMENTS	10	(250)	(250)	(2,700)	(200)	(200)	(200)							(3,800)	-	-
308810	DAMAGE TO CITY PROPERTY	10	157	(18)	232	3,548	5,241	2,115							11,274	-	-
308814	INVENTORY REIMBURSEMENTS	10	(417)	(215)	(218)	(105)	(147)	(344)							(1,445)	-	-
308817	NOISE ORDINANCE FINES	10	-	-	-	-	-	-							-	-	-
308890	REIMBURSEMENT OF EXPENSE	10	59	-	-	-	43	-							102	5,000	2%
308898	BANK RECONCILIATION ADJ	10	-	(4,608)	(3,526)	3,122	(817)	(8,367)							(14,197)	-	-
308899	MISCELLANEOUS INCOME	10	2,629	7,466	6,367	5,641	2,795	2,113							27,011	18,786	144%
Sub Total			96,496	81,521	78,974	92,619	83,740	72,127	-	-	-	-	-	-	505,475	1,077,386	47%
PUBLIC SAFETY INTERGOVERNMENT																	
302403	FIRE TRAINING REIMBURSEMENT	10	-	-	-	-	-	16,911							16,911	35,000	48%
Sub Total			-	-	-	-	-	16,911	-	-	-	-	-	-	16,911	35,000	48%
PUBLIC SAFETY TRANSFER																	
303405	SCHOOL DISTRICT REIMB	10	-	-	248,000	-	-	-							248,000	486,000	51%
310010	FIRE PROGRAMS	10	3,631	9,220	29,263	180	9,052	160							51,506	8,000	644%
Sub Total			3,631	9,220	277,263	180	9,052	160	-	-	-	-	-	-	299,506	494,000	61%
PUBLIC SAFETY FINES & FEES																	
305512	FIRE & BURGLAR ALARMS	10	2,700	1,300	400	400	200	400							5,400	8,000	68%
305514	POLICE RECORDS	10	2,423	1,055	2,575	1,317	1,669	1,231							10,269	12,000	86%
Sub Total			5,123	2,355	2,975	1,717	1,869	1,631	-	-	-	-	-	-	15,669	20,000	78%
PROPERTY TAX ROAD & BRIDGE																	
301102	ROAD & BRIDGE TAX	10	-	-	-	-	-	-							-	406,000	0%
Sub Total			-	-	-	-	-	-	-	-	-	-	-	-	-	406,000	0%
HIGHWAYS/STREETS INTERGOVERNMENTAL																	
302401	STATE ROUTE MAINTENANCE	10	65,274	-	-	32,637	32,637	-							130,548	128,000	102%
Sub Total			65,274	-	-	32,637	32,637	-	-	-	-	-	-	-	130,548	128,000	102%
303601	MFT REIMB-MSC/TRAF SIGNAL	10	29,170	44,835	22,534	50,775	51,237	30,401							228,952	396,000	58%
303606	WATER STREET CUTS	10	30,984	28,782	16,107	43,782	30,791	28,179							178,624	169,000	106%
Sub Total			60,154	73,616	38,641	94,557	82,028	58,580	-	-	-	-	-	-	407,576	565,000	72%
General Fund Total			6,116,361	5,383,440	6,895,609	5,860,301	7,719,419	5,504,293	-	-	-	-	-	-	37,479,424	78,200,000	48%

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

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

Period Ending: June 2022

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Budget	% of Budget
Other Funds																	
various	COMMUNITY GRANT	16	14,209	-	-	7,595	-	-							21,804	223,440	10%
various	HOME PROGRAM	17	12,615	4,722	11,423	5,924	8,524	4,878							48,085	1,418,000	3%
various	CDBG	18	45,281	56,676	43,856	43,553	58,788	21,607							269,761	3,128,800	9%
various	OLDE TOWNE TIF	19	-	-	16	-	43	4							62	974,243	0%
various	WABASH CROSSING TIF	21	-	-	133	-	119	39							291	347,225	0%
various	DUATS	22	65,185	-	45,676	-	6	2							110,869	360,000	31%
various	EASTGATE TIF	23	17,500	17,500	17,980	17,650	17,928	17,959							106,518	330,309	32%
various	SOUTHSIDE TIF	24	-	-	12	-	10	3							26	47,626	0%
various	STATE DRUG ENFORCEMENT	25	284	7,793	9,128	12,810	669	11,094							41,779	103,500	40%
various	DUI COURT FINES	26	6,195	4,752	2,951	5,888	3,323	7,196							30,304	107,100	28%
various	POLICE PROGRAMS/LAB	27	-	-	15	90	103	4							212	1,800	12%
various	PINES SHOPPING CENTER TIF	28	2,832	2,833	2,958	2,900	2,904	2,951							17,379	108,951	16%
various	GRAND & OAKLAND TIF	29	5,413	5,413	5,515	5,500	5,508	5,503							32,851	197,334	17%
various	FEDERAL DRUG ENFORCEMENT	30	-	-	-	-	-	-							-	85,200	0%
various	BUILDING FUND	34	49,115	49,115	49,132	49,115	49,131	49,120							294,728	589,375	50%
various	LIBRARY OPERATIONS	35	160,803	47,544	198,431	218,692	293,190	51,356							970,017	4,134,562	23%
various	BAND	36	1,048	1,048	1,056	1,048	1,055	2,284							7,539	76,276	10%
various	FOREIGN FIRE INSURANCE	37	872	1	1	1	1	1							878	185,550	0%
various	PEG PROJECTS	40	2,737	13,041	9	2,596	12,673	2							31,059	71,650	43%
various	LOCAL STREETS & ROADS	42	155,334	146,251	125,153	142,456	147,235	197,647							914,077	1,900,000	48%
various	2018 PROJECT FUND	44	35	(141)	152	(204)	127	38							7	575,236	0%
various	CAPITAL STREET PROJECTS	45	-	-	6	-	4	2							12	330,000	0%
various	MFT PROJECTS	46	283,092	1,153,547	1,306,129	253,425	255,782	261,210							3,513,186	8,457,246	42%
various	DEBT SERVICE	50	21,729	21,729	21,794	21,729	21,789	21,748							130,518	2,292,781	6%
various	LIBRARY CAPITAL	58	-	-	42	-	31	12							85	252,200	0%
various	LIBRARY TRUST FUNDS	59	200	200	-	-	2,260	675							3,335	30,000	11%
various	FLEET MAINTENANCE	60	229,015	258,596	270,052	261,341	248,946	256,716							1,524,667	3,028,373	50%
various	EQUIPMENT REPLACEMENT	61	25,664	450	620,056	24,090	21,206	(1,133)							690,334	1,000,000	69%
various	RISK MANAGEMENT	64	349,999	349,999	350,172	349,999	350,158	350,055							2,100,382	4,204,788	50%
various	EMPLOYEE BENEFIT	65	1,143,997	885,375	1,261,689	845,995	878,941	884,014							5,900,011	12,699,432	46%
various	PUBLIC TRANSIT	70	1,818,899	83,983	1,239,770	416,902	437,406	1,824,489							5,821,448	13,630,298	43%
various	FIBER OPTICS	77	2,691	145,980	2,760	4,030	4,381	3,028							162,870	814,770	20%
various	STORMWATER PROJECTS	78	124,652	113,950	132,446	161,733	156,387	121,491							810,660	1,942,114	42%
various	SEWER PROJECTS	79	577,095	578,653	704,762	608,714	651,562	283,634							3,404,420	8,791,778	39%
various	WATER	80	2,229,015	2,831,717	3,028,074	2,773,734	2,611,388	2,831,716							16,305,643	32,069,828	51%
various	WATER CAPITAL	81	-	-	1,578	-	20,077	(520)							21,135	3,000,000	1%
various	DCDF	82	1,368	1,368	1,368	1,368	1,370	1,370							8,211	183,555	4%
various	COMMUNITY REVITALIZATION	84	2,350	3,719	5,668	3,351	2,927	2,983							20,998	5,133,500	0%
various	GRANTS	85	-	200,791	-	-	-	-							200,791	470,000	43%
various	RECYCLING	88	57,985	56,191	62,097	59,078	57,657	58,801							351,809	701,827	50%
various	WATER BOND FUND	89	-	-	-	25,382,055	-	-							25,382,055	22,400,000	113%
various	FIRE PENSION	90	149,887	149,809	182,724	150,166	150,324	649,621							1,432,532	11,705,312	12%
various	POLICE PENSION	91	554,779	1,293,806	2,087,917	394,450	428,261	667,154							5,426,367	13,281,108	41%
various	AMERICAN RESCUE PLAN	99	-	-	-	-	-	16,911,068							16,911,068	16,900,000	100%
Grand Total Revenues			14,228,235	13,869,851	18,688,313	38,088,076	14,621,614	31,004,117	-	-	-	-	-	-	130,500,205	256,485,087	51%

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

[home](#)

Net Assessed Value \$: 884,161,072 certified
City Tax Rate: 1.69080% certified

Assessed Value Year
Pay Year

2021
2022
In Process

note	Tax Levy Item	Fund	Net Assessed Value	input	input	input	Billed \$ Amount
				Tax Rate	Tax Levy \$ Amount	Extension \$ Amount	
			certified	certified	ordinance	certified	certified
	General Obligation Bond Debt	50	884,161,072	0.12263%	1,084,154.00	1,084,246.58	1,084,246.58
	General Purpose	10	884,161,072	0.00000%	-	-	-
	Fire Pension	10	884,161,072	0.64468%	5,700,000.00	5,700,008.87	5,700,008.87
	Police Pension	10	884,161,072	0.58813%	5,200,000.00	5,200,015.85	5,200,015.85
	City Library	35	884,161,072	0.32800%	2,900,000.00	2,900,047.95	2,900,047.95
	Municipal Band	36	884,161,072	0.00736%	65,000.00	65,074.25	65,074.25
	Public Transit	70					
	xxxxx	xx					
1	Total City		884,161,072	1.69080%	14,949,154.00	14,949,393.50	14,949,393.50
			ok	ok	ok	ok	ok
	TIF District (tax code district)		input	input	AV Increment \$ Amount	input	Billed \$ Amount
			AV Increment Value	Tax Rate		Extension \$ Amount	
			certified	certified		certified	certified
	ZTF3 Pines TIF (4062)	28	708,255	10.28940%	72,875.19	72,875.21	72,875.21
	ZTF5 Olde Towne TIF (4555)	19	9,621,012	10.28940%	989,944.41	989,946.66	989,946.66
	ZTF6 Near North TIF (4455)	21	3,254,593	10.28940%	334,878.09	334,879.16	334,879.16
	ZTF8 Eastgate TIF (9543)	23	1,560,316	9.79995%	152,910.19	152,910.22	152,910.22
	ZTF0 Grand & Oakland (4062)	29	1,250,766	10.28940%	128,696.32	128,696.33	128,696.33
	ZTFA SS Redevelopment (xxxx)	24	447,847	10.26162%	45,956.36	45,956.36	45,956.36
	xxxxx	xx	-	0.00000%	-	-	-
2	Redevelopment TIF		16,842,789		1,725,260.55	1,725,263.94	1,725,263.94
			ok		ok	ok	ok
	Total Property Tax Levy				16,674,414.55	16,674,657.44	16,674,657.44

Note(s)

- 1 Data per City of Decatur 2021 Tax Levy - certification and extension dated May 03, 2022 certified May 03, 2022 received by City May 10, 2022
- 2 Data per Macon County - AV increment, Tax Rates, certification and extension dated May 03, 2022 received by City May 10, 2022

Prepared By:
Office of the City Treasurer

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

home

Assessed Value Year
Pay Year

2021
2022
Final

Expected
Account
Receivable
\$ Amount

Actual
Collection
Rate

Tax Levy Item	Fund	Billed \$ Amount	99.0% Collection Rate	Expected Collection \$ Amount	input	input	input	input	input	input	input	Total Distribution	Expected Account Receivable \$ Amount	Actual Collection Rate
					Distribution 1 xx/xx/2022	Distribution 2 xx/xx/2022	Distribution 3 xx/xx/2022	Distribution 4 xx/xx/2022	Distribution 5 xx/xx/2022	Distribution 6 xx/xx/2022	Distribution 7 xx/xx/2022			
GO Bond Debt	50	1,084,246.58	99.0%	1,073,404.00	-	-	-	-	-	-	-	-	1,073,404.00	0.0%
General Purpose	10	-	99.0%	-	-	-	-	-	-	-	-	-	-	-
Fire Pension	10	5,700,008.87	99.0%	5,643,009.00	-	-	-	-	-	-	-	-	5,643,009.00	0.0%
Police Pension	10	5,200,015.85	99.0%	5,148,016.00	-	-	-	-	-	-	-	-	5,148,016.00	0.0%
City Library	35	2,900,047.95	99.0%	2,871,047.00	-	-	-	-	-	-	-	-	2,871,047.00	0.0%
Municipal Band	36	65,074.25	99.0%	64,424.00	-	-	-	-	-	-	-	-	64,424.00	0.0%
Mass Transit														
Total City		14,949,393.50		14,799,900.00	-	-	-	-	-	-	-	-	14,799,900.00	0.0%
City Collection Rate:												0.0%		
ZTF3 Pines (4062)	28	72,875.21	100.0%	72,875.00	-	-	-	-	-	-	-	-	72,875.00	0.0%
ZTF5 Olde Towne (4555)	19	989,946.66	98.0%	970,148.00	-	-	-	-	-	-	-	-	970,148.00	0.0%
ZTF6 Near North (4455)	21	334,879.16	100.0%	334,879.00	-	-	-	-	-	-	-	-	334,879.00	0.0%
ZTF8 Eastgate (9543)	23	152,910.22	100.0%	152,910.00	-	-	-	-	-	-	-	-	152,910.00	0.0%
ZTF0 Grand/Oakland (xxxx)	29	128,696.33	100.0%	128,696.00	-	-	-	-	-	-	-	-	128,696.00	0.0%
ZTFA Southside (xxxx)	24	45,956.36	100.0%	45,956.00	-	-	-	-	-	-	-	-	45,956.00	0.0%
xxxxx	xx	-	0.0%	-	-	-	-	-	-	-	-	-	-	-
Redevelopment TIF		1,725,263.94		1,705,464.00	-	-	-	-	-	-	-	-	1,705,464.00	0.0%
City Collection Rate:												0.0%		
Total Property Tax Levy		16,674,657.44		16,505,364.00	-	-	-	-	-	-	-	-	16,505,364.00	0.0%
City Collection Rate:					xx	xx	xx	xx	xx	xx	xx	0.0%		

- Note(s)
- 1 Payment received xx/xx/2022 from Macon County Treasurer with ACH distribution / EFT xxxxx, dated month xx, 2022
 - 2 Payment received xx/xx/2022 from Macon County Treasurer with ACH distribution / EFT xxxxx, dated month xx, 2022
 - 3 Payment received xx/xx/2022 from Macon County Treasurer with ACH distribution / EFT xxxxx, dated month xx, 2022
 - 4 Payment received xx/xx/2022 from Macon County Treasurer with ACH distribution / EFT xxxxx, dated month xx, 2022
 - 5 Payment received xx/xx/2022 from Macon County Treasurer with ACH distribution / EFT xxxxx, dated month xx, 2022
 - 6 Payment received xx/xx/2022 from Macon County Treasurer with ACH distribution / EFT xxxxx, dated month xx, 2022
 - 7 Payment received xx/xx/2022 from Macon County Treasurer with ACH distribution / EFT xxxxx, dated month xx, 2022

Footnote (Not a part of City Tax Levy)	Distribution 1 xx/xx/2022	Distribution 2 xx/xx/2022	Distribution 3 xx/xx/2022	Distribution 4 xx/xx/2022	Distribution 5 xx/xx/2022	Distribution 6 xx/xx/2022	Distribution 7 xx/xx/2022	Total Distribution
Decatur Road & Bridge Tax Distribution	10-0831-301102	-	-	-	-	-	-	-
Total County Distribution to Civil City								
	xx	xx	xx	xx	xx	xx	xx	-
Footnote (Not a part of City Tax Levy)								
Decatur Mobile Home Privilege Tax Distribution	10-0231-301106	-	-	-	-	-	-	-
Distribution to City including TIF & Mobile Home								
	xx	xx	xx	xx	xx	xx	xx	-
GO Bond Debt	50-43500-301103	-	ZTF3 Pines TIF (4062)	28-43281-301103	-			
General Purpose	10-0231-301103	-	ZTF5 Olde Towne TIF (4555)	19-45190-301103	-			
Fire Pension	10-0231-301103	-	ZTF6 Near North TIF (4455)	21-43210-301103	-			
Police Pension	10-0231-301103	-	ZTF8 Eastgate TIF (9543)	23-43230-301103	-			
City Library	35-59350-301103	-	ZTF0 Grand & Oakland (xx)	29-43291-301103	-	agree w/row 18	-	ok
Municipal Band	36-43360-301103	-	ZTFA SS Redevelopment (xx)	24-43241-301103	-	agree w/row 27	-	ok
			xxxxx	xx	-			

Prepared By:
Office of the City Treasurer

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

June 2022

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Original Budget	Revised Budget	YTD % of Budget
General Government																		
010	LEGISLATIVE	10	2,412	4,386	3,604	2,571	2,412	2,410							17,795	61,687	61,687	29%
015	EXECUTIVE	10	61,303	52,458	81,814	61,340	54,408	60,416							371,739	868,399	868,399	43%
016	HUMAN RESOURCES	10	40,361	41,663	59,898	55,314	48,647	42,925							288,806	602,304	602,304	48%
017	INFORMATION TECHNOLOGIES	10	101,820	129,530	146,060	105,360	343,678	118,327							944,775	1,852,668	1,852,668	51%
018	CITY CLERK	10	513	308	-	-	-	-							821	-	-	-
020	LEGAL	10	105,306	100,848	104,344	84,530	76,614	72,972							544,614	1,006,159	1,006,159	54%
035	FINANCE	10	115,899	102,638	194,172	115,596	99,245	129,042							756,592	1,572,082	1,572,082	48%
037	PURCHASING	10	15,949	14,257	23,468	22,822	17,085	14,245							107,827	197,850	197,850	54%
038	CIVIC CENTER	10	1,055	37,506	37,711	28,309	27,919	17,601							150,101	273,954	273,954	55%
039	CITY GENERAL ADMINISTRATIVE	10	602,505	-	-	75,000	1,480	360,028							1,039,013	4,203,942	4,203,942	25%
040	CENTRAL BUSINESS DISTRICT	10	1,250	378	3,136	12,088	4,446	3,593							24,891	115,000	115,000	-
Sub Total			1,048,373	483,971	654,207	562,930	675,933	821,559	-	-	-	-	-	-	4,246,973	10,754,045	10,754,045	39%
Community & Economic Development Services																		
050	PLANNING & SUSTAINABILITY	10	62,124	55,913	86,149	61,558	79,905	61,675							407,323	853,177	853,177	48%
052	BUILDING INSPECTIONS	10	62,245	54,191	83,306	52,058	57,636	62,295							371,731	795,771	795,771	47%
053	NEIGHBORHOOD INSPECTIONS	10	65,800	53,595	78,686	119,645	137,064	159,653							614,443	1,371,284	1,371,284	45%
054	REVITALIZATION & HOUSING	10	29,700	35,409	58,394	47,041	31,983	29,010							231,537	616,163	616,163	38%
055	ECONOMIC DEVELOPMENT	10	75,930	5,000	5,159	5,000	183,364	7,500							281,953	535,500	535,500	53%
Sub Total			295,799	204,107	311,694	285,302	489,953	320,132	-	-	-	-	-	-	1,906,987	4,171,895	4,171,895	46%
Public Safety																		
065	POLICE	10	2,217,452	1,730,507	2,332,857	2,524,981	1,827,316	1,705,005							12,338,117	30,897,437	30,897,437	40%
070	FIRE	10	1,235,393	1,084,714	1,571,944	1,199,416	1,174,402	1,613,245							7,879,114	21,589,122	21,589,122	36%
Sub Total			3,452,845	2,815,221	3,904,800	3,724,397	3,001,717	3,318,250	-	-	-	-	-	-	20,217,231	52,486,559	52,486,559	39%
Public Works																		
080	PUBLIC WORKS ADMIN	10	143,778	49,189	37,073	27,733	30,411	28,719							316,904	554,233	554,233	57%
082	ENGINEERING	10	81,314	75,624	110,652	91,279	92,392	99,352							550,613	1,610,298	1,610,298	34%
083	MUNICIPAL SERVICES	10	415,615	415,891	561,601	382,411	399,867	396,977							2,572,362	5,296,658	5,296,658	49%
084	STREETS	10	68,374	96,741	134,267	106,747	102,155	84,405							592,689	1,183,725	1,183,725	50%
086	TRAFFIC & PARKING	10	97,977	100,315	97,703	117,902	132,619	94,510							641,027	1,405,870	1,405,870	46%
088	LAND & BUILDING MGMT	10	32,790	42,097	43,001	38,460	52,611	95,922							304,880	736,717	736,717	41%
Sub Total			839,848	779,857	984,296	764,533	810,055	799,886	-	-	-	-	-	-	4,978,474	10,787,501	10,787,501	46%
General Fund Expenditure Total			5,636,865	4,283,156	5,854,997	5,337,162	4,977,659	5,259,827	-	-	-	-	-	-	31,349,665	78,200,000	78,200,000	40%
Community & Economic Development																		
16	COMMUNITY GRANT	16	988	198	976	53	7,203	105							9,522	223,440	223,440	4%
17	HOME PROGRAM	17	11,926	3,699	14,427	4,795	2,931	4,368							42,146	1,353,284	1,353,284	3%
18	CDBG PROGRAM	18	45,020	56,765	76,027	41,700	42,196	8,952							270,660	3,128,799	3,128,799	9%
22	DUATS	22	53,681	-	45,041	402	585	-							99,708	360,000	360,000	28%
70	PUBLIC TRANSIT	70	620,962	672,595	668,178	700,168	742,561	2,248,348							5,652,811	13,578,888	13,578,888	42%
82	DCDF	82	-	3,187	511	-	7	4,567							8,273	183,000	183,000	5%
84	COMMUNITY REVITALIZATION	84	22,200	106,874	118,290	203,615	131,176	238,090							820,245	6,537,889	6,537,889	13%
88	RECYCLING	88	48,370	53,432	35,338	39,426	32,410	48,757							257,733	657,176	657,176	39%
Sub Total			803,146	896,751	958,788	990,159	959,069	2,553,185	-	-	-	-	-	-	7,161,098	26,022,476	26,022,476	28%
Redevelopment & TIF																		
19	OLDE TOWNE TIF	19	-	-	-	-	-	67,978							67,978	929,140	929,140	7%
20	SE PLAZA TIF	20	-	-	-	-	-	-							-	-	-	-
21	WABASH CROSSING TIF	21	-	-	-	-	-	-							-	347,000	347,000	0%
23	EASTGATE TIF	23	-	-	-	-	-	-							-	330,000	330,000	0%
24	SOUTHSIDE TIF	24	-	-	-	-	-	-							-	47,000	47,000	0%
28	PINES SHOPPING CENTER TIF	28	-	-	-	-	101,536	-							101,536	107,119	107,119	95%
29	GRAND & OAKLAND TIF	29	-	-	-	-	172,649	-							172,649	197,334	197,334	87%
Sub Total			-	-	-	-	274,186	67,978	-	-	-	-	-	-	342,163	1,957,593	1,957,593	17%

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

June 2022

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Original Budget	Revised Budget	YTD % of Budget
Public Safety																		
25	STATE DRUG ACTIVITIES	25	12,305	-	10,300	3,060	7,932	10,150							43,747	190,000	190,000	23%
26	DUI COURT FINES	26	5,083	14,471	1,579	7,919	31,219	4,078							64,347	141,000	141,000	46%
27	POLICE PROGRAMS/LAB	27	-	-	-	-	-	7,365							7,365	25,000	25,000	29%
30	FEDERAL DRUG ENFORCEMENT	30	-	1,200	-	-	11,278	-							12,478	125,000	125,000	10%
37	FOREIGN FIRE INSURANCE	37	5,176	7,071	2,134	14,316	6,127	5,836							40,661	185,550	185,550	22%
Sub Total			22,564	22,741	14,013	25,295	56,556	27,429	-	-	-	-	-	-	168,598	666,550	666,550	25%
Debt Service																		
50	DEBT SERVICE PAYMENTS	50	750	1,297,073	-	-	-	84,534							1,382,357	2,504,234	2,504,234	55%
Sub Total			750	1,297,073	-	-	-	84,534	-	-	-	-	-	-	1,382,357	2,504,234	2,504,234	55%
Public Works																		
42	LOCAL MFT PROJECTS	42	417,715	576,382	3,224	2,865	15,368	19,412							1,034,966	1,767,131	1,767,131	59%
44	2018 PROJECT FUND	44	-	2,480	25,303	-	351,841	155,704							535,328	3,248,110	3,248,110	16%
45	CAPITAL PROJECTS	45	5,000	5,000	5,000	5,000	5,000	5,000							30,000	330,000	330,000	9%
46	STATE MFT PROJECTS	46	2,093,768	100,816	113,693	417,444	65,834	91,149							2,882,704	8,030,490	8,030,490	36%
60	FLEET OPERATIONS	60	141,502	246,457	267,871	226,757	273,703	252,669							1,408,958	3,120,601	3,120,601	45%
61	EQUIPMENT REPLACEMENT	61	126,972	117,394	872,681	1,815	220,728	8,902							1,348,492	1,718,377	1,718,377	78%
78	STORM WATER PROJECTS	78	114,515	307,276	87,423	71,232	187,096	74,234							841,776	2,482,633	2,482,633	34%
79	SEWER PROJECTS	79	510,190	750,895	535,015	471,792	256,973	948,352							3,473,218	16,760,356	16,760,356	21%
Sub Total			3,409,662	2,106,701	1,910,211	1,196,905	1,376,542	1,555,422	-	-	-	-	-	-	11,555,441	37,457,698	37,457,698	31%
Library																		
35	LIBRARY OPERATIONS	35	318,047	308,844	380,813	327,771	316,570	298,864							1,950,908	4,144,223	4,144,223	47%
58	LIBRARY CAPITAL PROJECTS	58	-	-	-	-	-	-							-	250,000	500,000	0%
59	LIBRARY TRUST FUNDS	59	7,139	(1,413)	46	4,217	725	103							10,817	60,000	60,000	18%
Sub Total			325,186	307,431	380,860	331,988	317,295	298,967	-	-	-	-	-	-	1,961,725	4,454,223	4,704,223	42%
Internal Service and Other																		
34	BUILDING FUND	34	33,458	41,854	38,913	46,640	38,163	60,212							259,241	674,198	674,198	38%
36	BAND	36	2,283	224	224	5,521	3,226	13,034							24,511	86,876	86,876	28%
40	PEG CAPITAL PROGRAMMING	40	2,532	2,028	3,026	3,318	2,527	21,986							35,418	69,882	69,882	51%
64	RISK MANAGEMENT	64	146,913	51,680	149,531	347,937	101,907	85,528							883,497	3,424,383	3,424,383	26%
65	BENEFIT INSURANCE	65	901,261	885,859	782,935	1,122,579	942,556	1,066,219							5,701,409	12,165,140	12,165,140	47%
77	FIBER OPTICS	77	93	93	9,918	3,393	7,177	3,093							23,767	1,061,700	1,061,700	2%
85	GRANT FUND -COVID SPEND	85	-	-	-	-	-	-							-	470,000	470,000	0%
99	AMERICAN RESCUE PLAN	99	200,000	66,739	149,407	99,444	40,959	146,942							703,490	12,803,300	12,803,300	5%
Sub Total			1,286,541	1,048,477	1,133,954	1,628,831	1,136,516	1,397,014	-	-	-	-	-	-	7,631,332	30,755,479	30,755,479	25%
Water Utility																		
80	WATER UTILITY	80	1,196,700	8,850,707	1,424,215	1,205,428	1,433,149	1,417,055							15,527,253	31,879,232	31,879,232	49%
81	WATER CAPITAL	81	106,888	205,062	78,976	155,192	305,675	1,846,479							2,698,273	10,369,826	10,369,826	26%
89	WATER BONDS	89	-	-	-	595,478	-	-							595,478	9,350,000	9,350,000	6%
Sub Total			1,303,588	9,055,769	1,503,191	1,956,098	1,738,825	3,263,534	-	-	-	-	-	-	18,821,004	51,599,058	51,599,058	36%
Fudiciary Trust & Agency																		
90	FIRE PENSION	90	791,411	789,606	782,487	784,091	781,840	784,062							4,713,498	9,534,416	9,534,416	49%
91	POLICE PENSION	91	839,715	884,179	848,380	863,913	1,008,926	877,170							5,322,284	10,145,436	10,145,436	52%
Sub Total			1,631,127	1,673,785	1,630,867	1,648,004	1,790,766	1,661,232	-	-	-	-	-	-	10,035,781	19,679,852	19,679,852	51%
Grand Total Expenditures			14,419,428	20,691,883	13,386,880	13,114,441	12,627,412	16,169,120	-	-	-	-	-	-	90,409,164	253,297,164	253,547,164	36%

City of Decatur

Water Utility Financial Report

Operating Fund Statement of Revenue and Expense

US\$ (whole)		Current Month Actual	Current Month Budget	O(U) Budget	Prior Year MTD Actual	O(U) Prior Year
Revenue						
Water Sales		2,721,306	2,597,500	123,806	2,686,789	34,518
UCS Billing Reimb		13,069	13,069	-	19,266	(6,197)
Tapping Fees		885	1,250	(365)	2,665	(1,780)
Lake Lic. / Permits		61,602	20,917	40,685	-	61,602
Interest/Investment Income		167	417	(250)	3,684	(3,517)
Other Income		34,687	39,333	(4,646)	35,356	(669)
Total Revenue		2,831,716	2,672,486	159,231	2,747,759	83,957
Cost of Service						
801 Water Production		437,887	493,804	(55,916)	473,558	(35,671)
804 Water Services		267,846	300,415	(32,569)	241,925	25,921
Total Cost of Service		705,733	794,218	(88,485)	715,483	(9,750)
% of Revenue		24.9%	29.7%		26.0%	
Water Gross Margin		2,125,983	1,878,267	247,716	2,032,276	93,707
% of Revenue		75.1%	70.3%		74.0%	
Operating Expense						
802 Lake Management		116,960	162,872	(45,911)	106,600	10,360
803 Water Administration		362,721	366,761	(4,040)	353,641	9,080
805 Customer Service		69,555	90,547	(20,992)	79,473	(9,917)
Total Operating Expense		549,237	620,180	(70,944)	539,714	9,523
% of Revenue		19.4%	23.2%		19.6%	
Margin Before Debt Service		1,576,746	1,258,087	318,660	1,492,562	84,184
% of Revenue		55.7%	47.1%		54.3%	
Debt Service						
808 GO Bond Debt		162,085	140,710	21,375	192,430	(30,345)
809 IEPA - Nitrate Facility		-	122,211	(122,211)	-	-
80B IEPA - Water Tower		-	-	-	180,840	(180,840)
80C JCI - Auto Water Meter		-	-	-	-	-
Total Debt Service		162,085	262,921	(100,836)	373,270	(211,185)
% of Revenue		5.7%	9.8%		13.6%	
Operating Income		1,414,661	995,166	419,496	1,119,292	295,369
% of Revenue		50.0%	37.2%		40.7%	
Transfer to Capital						
CapEx Funding		-	-	-	-	-
Income after Capital Transfer		1,414,661	995,166	419,496	1,119,292	295,369
% of Revenue		50.0%	37.2%		40.7%	

Balance Sheet Items (Operating Fund)				
Cash	7,849,511		5,411,941	
Interfund AR	-		-	
Investments	-		-	
Total Cash & Investments	7,849,511		5,411,941	
Accounts Receivable	4,748,557		4,064,345	

Month of: June 2022

Current YTD Actual	Current YTD Budget	O(U) Budget	Prior YTD Actual	O(U) Prior Year
15,082,270	15,585,000	(502,730)	14,916,412	165,858
78,414	78,414	-	115,596	(37,182)
15,910	7,500	8,410	8,507	7,404
212,521	125,500	87,021	-	212,521
1,168	2,500	(1,332)	4,573	(3,405)
915,360	236,000	679,360	311,837	603,524
16,305,643	16,034,914	270,729	15,356,924	948,719
2,654,326	2,962,821	(308,495)	2,335,427	318,900
1,681,171	1,802,489	(121,318)	1,516,626	164,545
4,335,498	4,765,310	(429,812)	3,852,053	483,445
26.6%	29.7%		25.1%	
11,970,145	11,269,604	700,541	11,504,872	465,274
73.4%	70.3%		74.9%	
555,442	977,231	(421,790)	442,923	112,518
2,194,743	2,200,569	(5,826)	2,109,020	85,723
446,030	543,283	(97,253)	510,499	(64,469)
3,196,214	3,721,083	(524,868)	3,062,442	133,772
19.6%	23.2%		19.9%	
8,773,931	7,548,522	1,225,410	8,442,430	331,501
53.8%	47.1%		55.0%	
6,914,194	7,005,942	(91,747)	6,839,314	74,880
122,211	122,211	-	242,179	(119,968)
180,840	180,840	-	361,681	(180,840)
778,295	778,295	0	755,266	23,030
7,995,541	8,087,289	(91,747)	8,198,440	(202,898)
49.0%	50.4%		53.4%	
778,390	(538,767)	1,317,157	243,990	534,400
4.8%	-3.4%		1.6%	
-	-	-	-	-
778,390	(538,767)	1,317,157	243,990	534,400
4.8%	-3.4%		1.6%	

Prepared By:

Office of the City Treasurer

City of Decatur
Water Utility Financial Report
Capital Fund Statement of Revenue and Expense
[home](#)

Month of: **June 2022**

	Current Month Actual	Current YTD Actual	Current YTD Budget	O(U) Budget	Full Year Budget	Comments
Revenue						
CapEx Funding	-	-	-	-	2,000,000	CapEx funding from Water Operating Fund
ADM Cost Share	-	-	-	-	1,000,000	Actual ADM cost share
Other	(520)	21,135	-	21,135	-	
Total Revenue	(520)	21,135	-	21,135	3,000,000	

CapEx Project Spending						
Operating CapEx	-	3,647	215,000	(211,353)	430,000	81808112 423700
Professional Services	1,540	21,447	279,000	(257,553)	558,000	81808118 428000
Automotive Equipment	-	100,305	278,197	(177,892)	556,393	81808118 451000
Other Equipment	-	-	188,951	(188,951)	377,902	81808118 452000
System leak detection	-	-	17,424	(17,424)	34,848	81808118 486300
Water Main Replacement	105	211,751	-	211,751	-	81808118 488800
Water System Improvmnts	-	3,800	268,750	(264,950)	537,500	81808118 497000
SWTP Improvements	1,839,587	2,116,687	3,107,500	(990,813)	6,215,000	81808118 499200
Lake cap operating	-	235,388	432,592	(197,203)	865,183	81808122 423700
Lake cap land acq	-	-	-	-	100,000	81808128 450100
Lake cap additional water	5,247	5,247	-	5,247	695,000	81808128 488900
Water Distrobution System	-	-	-	-	-	
Total CapEx Spending	1,846,479	2,698,273	4,787,413	(2,089,140)	10,369,826	

Surplus (Deficit)	(1,846,998)	(2,677,138)	(4,787,413)		(7,369,826)
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Capital Fund Cash Position

Cash Position Start of Month	8,330,984	
Cash Position Close of Month	6,483,985	
Interfund AR	1,081,816	Due to Water Capital fund from Capital Fund 45

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City of Decatur
Water Utility Financial Report
Key Metrics

home

June 2022

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year	YTD Comparison
Current Year														
Water Bill Count														
Original Bills														
Residential	27,110	24,647	29,930	25,326	26,392	27,154	-	-	-	-	-	-	160,559	
Industrial	30	30	30	30	30	30	-	-	-	-	-	-	180	
Commercial	2,696	2,456	2,973	2,527	2,650	2,749	-	-	-	-	-	-	16,051	
Total	29,836	27,133	32,933	27,883	29,072	29,933	-	-	-	-	-	-	176,790	100.5%
Delinquent Bills														
Residential	7,701	6,192	8,221	7,626	7,117	7,730	-	-	-	-	-	-	44,587	
Industrial	1	1	-	2	-	-	-	-	-	-	-	-	4	
Commercial	390	374	385	411	415	487	-	-	-	-	-	-	2,462	
Total	8,092	6,567	8,606	8,039	7,532	8,217	-	-	-	-	-	-	47,053	236.7%
Total Bill Count	37,928	33,700	41,539	35,922	36,604	38,150	-	-	-	-	-	-	223,843	114.3%
Cubit Feet Consumption Billed														
Residential	11,184,528	10,323,200	11,417,042	9,994,015	10,708,828	12,341,876	-	-	-	-	-	-	65,969,489	97.1%
Industrial	41,470,827	44,584,892	39,019,803	43,645,501	40,739,955	46,143,194	-	-	-	-	-	-	255,604,172	98.5%
Commercial	9,930,161	9,864,418	9,610,928	9,625,163	9,647,832	11,450,965	-	-	-	-	-	-	60,129,467	101.0%
Total	62,585,516	64,772,510	60,047,773	63,264,679	61,096,615	69,936,035	-	-	-	-	-	-	381,703,128	98.7%
Water Shut Offs														
Customer Service Telephone Calls	5,148	4,411	5,080	4,460	4,819	5,046	-	-	-	-	-	-	3,721	236.4%
Water Billed \$														115.0%
Residential	703,993	646,665	728,724	637,301	682,143	781,487	-	-	-	-	-	-	4,180,313	100.2%
Industrial	1,132,178	1,202,794	1,072,338	1,184,640	1,116,602	1,297,006	-	-	-	-	-	-	7,005,558	101.0%
Commercial	526,196	506,736	526,010	508,700	519,404	602,203	-	-	-	-	-	-	3,189,250	103.8%
Total	\$ 2,362,367	\$ 2,356,195	\$ 2,327,072	\$ 2,330,641	\$ 2,318,149	\$ 2,680,696	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	14,375,120	101.4%
Penalty \$	\$ 28,636	\$ 12,568	\$ 14,045	\$ 44,879	-	-	-	-	-	-	-	-	\$ 100,129	307.0%
Total Billed	\$ 2,391,004	\$ 2,368,763	\$ 2,341,116	\$ 2,375,521	\$ 2,318,149	\$ 2,680,696	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	14,475,249	101.8%
Raw Water Gallonage Billed														
Gallons (000)	292,670	292,140	296,130	297,810	293,350	364,980	-	-	-	-	-	-	1,837,080	96.9%
\$ Billed	89,264	89,103	90,320	90,832	89,472	111,319	-	-	-	-	-	-	560,309	96.9%
Water Billed vs Cash Receipts														
Billed \$	2,480,268	2,457,866	2,431,436	2,466,353	2,420,394	2,806,498	-	-	-	-	-	-	\$ 15,062,814	101.8%
Cash Revenue \$	2,170,717	2,780,145	2,521,253	2,446,589	2,721,306	2,721,306	-	-	-	-	-	-	\$ 15,361,316	103.0%
% Cash to Billed	88%	113%	104%	99%	112%	97%	-	-	-	-	-	-	102.0%	
Prior Year														
Water Bill Count														
Original Bills														
Residential	25,059	23,515	29,744	27,936	25,609	27,863	26,155	26,059	27,124	26,256	25,196	27,595	318,111	
Industrial	32	32	32	32	32	31	31	31	30	30	30	30	373	
Commercial	2,543	2,364	2,981	2,765	2,577	2,775	2,695	2,661	2,695	2,661	2,484	2,837	31,942	
Total	27,634	25,911	32,757	30,733	28,218	30,669	28,858	28,678	29,849	28,947	27,710	30,462	350,426	
Delinquent Bills														
Residential	-	-	-	4,387	6,732	7,683	7,561	7,342	6,874	7,526	6,506	8,347	62,958	
Industrial	-	-	-	-	-	-	-	-	-	-	-	2	2	
Commercial	-	-	-	267	381	428	388	373	402	419	354	431	3,443	
Total	-	-	-	4,654	7,113	8,111	7,949	7,715	7,276	7,945	6,860	-	66,403	
Total Bill Count	27,634	25,911	32,757	35,387	35,331	38,780	36,807	36,393	37,125	36,892	34,570	30,462	416,829	
Cubit Feet Consumption Billed														
Residential	10,767,334	9,925,623	11,990,776	11,474,746	10,630,019	13,136,467	12,474,128	12,523,984	14,250,073	11,615,797	10,496,591	11,253,709	140,539,247	
Industrial	42,014,828	44,147,266	38,456,220	47,075,410	43,606,652	44,110,636	42,577,898	45,582,125	45,982,380	43,048,898	45,561,283	41,088,785	523,252,381	
Commercial	9,042,082	8,539,316	9,981,824	10,106,822	10,333,931	11,504,792	12,736,138	12,592,992	13,918,961	12,999,776	8,590,363	10,076,006	130,423,003	
Total	61,824,244	62,612,205	60,428,820	68,656,978	64,570,602	68,751,895	67,788,164	-	74,151,414	67,664,471	64,648,237	62,418,500	794,214,631	
Water Shut Offs														
Customer Service Tphone Calls	3,386	3,059	4,192	4,648	4,295	5,598	4,216	4,714	4,588	4,657	4,757	4,500	3,888	
Water Billed \$														52,820
Residential	\$ 658,240	\$ 608,620	\$ 737,412	\$ 705,777	\$ 658,305	\$ 805,547	\$ 764,169	\$ 762,782	\$ 806,390	\$ 720,704	\$ 660,528	\$ 710,844	\$ 8,599,318	
Industrial	\$ 1,118,507	\$ 1,166,364	\$ 1,036,264	\$ 1,236,052	\$ 1,156,692	\$ 1,220,483	\$ 1,163,663	\$ 1,241,562	\$ 1,237,861	\$ 1,168,410	\$ 1,271,240	\$ 1,124,335	\$ 14,141,432	
Commercial	\$ 473,329	\$ 444,867	\$ 530,008	\$ 521,367	\$ 520,493	\$ 582,390	\$ 624,185	\$ 611,803	\$ 661,567	\$ 623,739	\$ 445,434	\$ 538,805	\$ 6,577,976	
Total	\$ 2,250,076	\$ 2,219,852	\$ 2,303,684	\$ 2,463,196	\$ 2,335,490	\$ 2,608,410	\$ 2,552,017	\$ 2,616,147	\$ 2,705,818	\$ 2,512,853	\$ 2,377,202	\$ 2,373,984	\$ 29,318,726	
Penalty \$	\$ -	\$ -	\$ -	\$ -	\$ 7,397	\$ 11,878	\$ 13,345	\$ 14,264	\$ 15,045	\$ 15,594	\$ 12,720	\$ 15,229	\$ 119,762	
Total Billed	\$ 2,250,076	\$ 2,219,852	\$ 2,303,685	\$ 2,470,593	\$ 2,347,368	\$ 2,621,754	\$ 2,566,281	\$ 2,630,437	\$ 2,720,863	\$ 2,528,447	\$ 2,389,922	\$ 2,389,213	\$ 29,438,490	
Raw Water Gallonage														
Gallons (000)	319,830	309,680	263,740	326,070	303,870	372,870	364,800	353,560	321,720	340,600	297,900	292,670	3,867,310	
\$ Billed	\$ 97,548	\$ 94,452	\$ 80,441	\$ 99,451	\$ 92,680	\$ 113,725	\$ 111,264	\$ 107,836	\$ 98,125	\$ 103,883	\$ 90,860	\$ 89,264	\$ 1,179,530	
Water Billed vs Cash Receipts														
Billed \$	\$ 2,347,624	\$ 2,314,304	\$ 2,384,126	\$ 2,570,044	\$ 2,440,048	\$ 2,735,480	\$ 2,677,545	\$ 2,738,273	\$ 2,818,988	\$ 2,632,330	\$ 2,480,781	\$ 2,478,477	\$ 30,618,019	
Cash Revenue \$	\$ 2,387,168	\$ 2,334,499	\$ 2,476,534	\$ 2,581,739	\$ 2,449,633	\$ 2,686,789	\$ 2,688,433	\$ 2,775,446	\$ 2,729,320	\$ 2,659,178	\$ 2,605,104	\$ 2,492,951	\$ 30,866,844	
% Cash to Billed	101.7%	100.9%	103.9%	100.5%	100.4%	98.2%	100.4%	101.4%	96.8%	101.0%	105.0%	100.6%	100.8%	

City of Decatur
Treasurer's Financial Report
Headcount Staffing Level

Period Ending: June 2022

	2022 Budget	Current Year Staffing Levels												Prior Yr End
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Full Time Staffing														
Executive & City Clerk	8	7	7	7	7	7	8	-	-	-	-	-	-	7
Finance	21	18	19	19	20	21	21	-	-	-	-	-	-	20
Human Resources	4	4	4	4	4	4	3	-	-	-	-	-	-	4
Information Technology	8	8	8	8	8	8	8	-	-	-	-	-	-	8
Corporation Counsel	7	8	8	8	7	7	7	-	-	-	-	-	-	7
Economic & Community Dev	26	23	23	24	23	25	24	-	-	-	-	-	-	21
Public Safety	268	253	254	251	248	249	248	-	-	-	-	-	-	252
Public Works	113	103	104	104	103	103	101	-	-	-	-	-	-	110
Total Full Time	455	424	427	425	420	424	420	-	-	-	-	-	-	429
Part Time Staffing														
Executive	-	1	2	1	1	1	1	-	-	-	-	-	-	1
Legislative	7	7	7	7	7	7	7	-	-	-	-	-	-	7
Finance	-	2	2	3	3	3	3	-	-	-	-	-	-	2
Human Resources	-	-	-	-	-	-	1	-	-	-	-	-	-	-
Information Technology	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Corporation Counsel	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Economic & Community Dev	-	-	-	-	-	1	2	-	-	-	-	-	-	-
Public Safety	-	2	2	2	2	2	2	-	-	-	-	-	-	1
Public Works	-	-	-	-	-	8	9	-	-	-	-	-	-	2
Total Temporary	7	12	13	13	13	22	25	-	-	-	-	-	-	13
Total City Staff Headcount	462	436	440	438	433	446	445	-	-	-	-	-	-	442

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

City of Decatur
Treasurer's Financial Report
Headcount Staffing Level

Period Ending: June 2022

	2022 Budget	Current Year Staffing Levels												Prior Yr End
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Full Time Staff														
Executive														
Executive & City Clerk	5	4	4	4	4	4	5	-	-	-	-	-	-	4
Public Transit	3	3	3	3	3	3	3	-	-	-	-	-	-	2
Total	8	7	7	7	7	7	8	-	-	-	-	-	-	7
Finance														
Finance	12	11	11	11	12	13	13	-	-	-	-	-	-	11
Purchasing	2	2	2	2	2	2	2	-	-	-	-	-	-	2
Utility Customer Service	7	5	6	6	6	6	6	-	-	-	-	-	-	7
Total	21	18	19	19	20	21	21	-	-	-	-	-	-	20
Human Resources														
Human Resources	4	4	4	4	4	4	3	-	-	-	-	-	-	4
Information Technology														
Information Technology	8	8	8	8	8	8	8	-	-	-	-	-	-	8
Corporation Legal Counsel														
Corporation Legal Counsel	7	8	8	8	7	7	7	-	-	-	-	-	-	7
Economic & Community Devel														
Planning, Sustainability, Admin	7	6	6	7	7	7	7	-	-	-	-	-	-	6
Building Inspections	7	6	6	6	6	7	7	-	-	-	-	-	-	6
Neighborhood Inspection	8	6	6	6	6	7	7	-	-	-	-	-	-	6
Neighborhood Services	4	5	5	5	4	4	3	-	-	-	-	-	-	3
Total	26	23	23	24	23	25	24	-	-	-	-	-	-	21
Public Safety														
Fire	109	104	105	105	105	106	105	-	-	-	-	-	-	104
Police	159	149	149	146	143	143	143	-	-	-	-	-	-	148
Total	268	253	254	251	248	249	248	-	-	-	-	-	-	252
Public Works														
PW Engineering	13	9	9	10	10	10	10	-	-	-	-	-	-	9
Fleet Maintenance	8	8	8	8	8	8	8	-	-	-	-	-	-	8
PW Municipal Services	46	44	45	44	44	42	41	-	-	-	-	-	-	51
PW Administration	2	2	2	2	2	2	2	-	-	-	-	-	-	2
Water Production (Admin)	2	2	2	2	2	2	2	-	-	-	-	-	-	2
Water Production (Lake)	5	4	5	5	5	6	6	-	-	-	-	-	-	3
Water Production South Plant	15	14	13	13	12	12	11	-	-	-	-	-	-	14
Water Services Distribution	22	20	20	20	20	21	21	-	-	-	-	-	-	21
Total	113	103	104	104	103	103	101	-	-	-	-	-	-	110
Total City Staffing														
Total City Staffing	455	424	427	425	420	424	420	-	-	-	-	-	-	429
General Fund staffing	393	374	376	374	370	372	369	-	-	-	-	-	-	371
Other Fund staffing	62	50	51	51	50	52	51	-	-	-	-	-	-	51
Total staffing	455	424	427	425	420	424	420	-	-	-	-	-	-	422

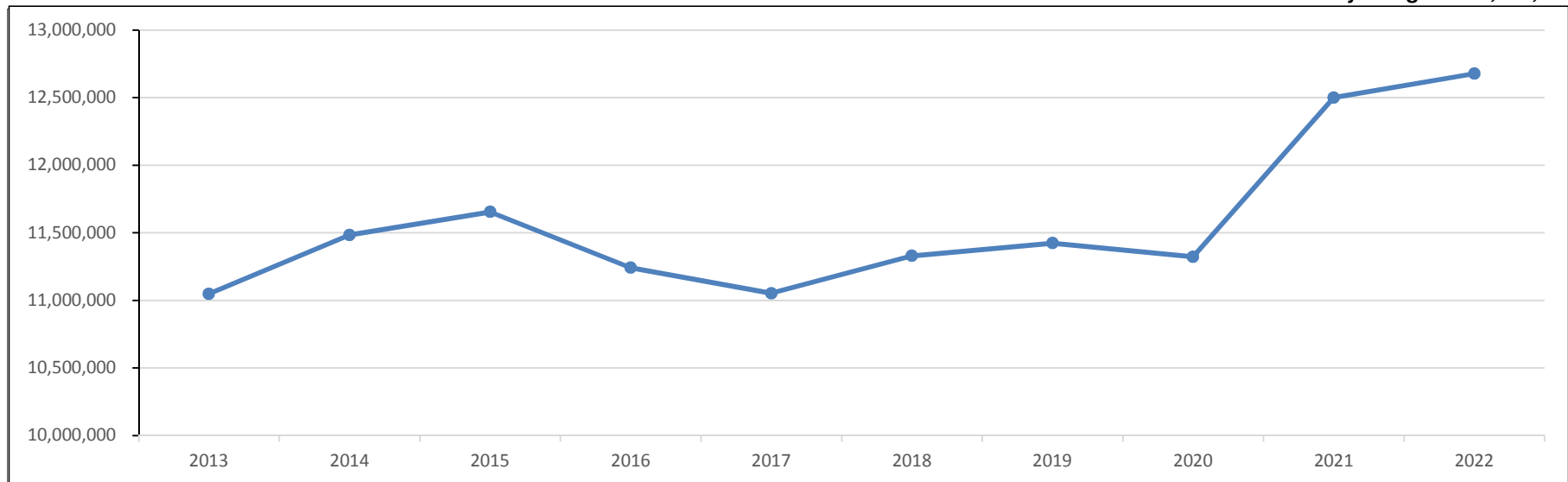
Note: Above report includes all Full Time W-2 EE's

STATE SALES TAX

[Home](#)

MONTH	2013 Actual	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2022 Year in Play	
JANUARY	918,325	938,684	963,009	946,811	902,833	882,653	984,872	984,354	936,318	1,033,684	A
FEBRUARY	880,247	914,587	941,678	904,631	899,838	917,921	935,303	955,006	882,140	1,075,306	A
MARCH	1,076,758	1,106,071	1,120,789	1,119,498	1,107,270	1,088,364	1,093,971	1,112,877	1,115,773	1,269,776	A
APRIL	856,724	825,291	857,417	824,458	789,769	840,607	801,923	850,408	909,469	938,656	A
MAY	884,323	868,465	877,404	867,538	837,972	819,180	845,440	849,934	864,919	901,295	A
JUNE	954,864	974,156	978,888	940,736	957,693	978,292	975,295	909,787	1,179,406	1,149,425	A
JULY	922,915	935,127	944,686	887,325	906,452	942,693	968,093	858,962	1,082,746	1,051,392	B
AUGUST	796,714	1,028,409	992,900	943,818	935,012	1,010,708	1,011,477	945,270	1,201,374	1,051,483	B
SEPTEMBER	948,422	979,712	1,006,626	994,684	953,644	978,357	930,277	972,693	1,113,247	1,051,483	B
OCTOBER	925,873	981,740	991,641	933,239	891,372	943,494	979,187	974,990	1,069,252	1,051,483	B
NOVEMBER	964,174	961,614	1,003,087	962,595	934,414	991,142	967,297	940,548	1,087,116	1,051,483	B
DECEMBER	919,141	969,684	976,633	916,175	935,863	935,419	930,430	967,339	1,058,332	1,051,483	B

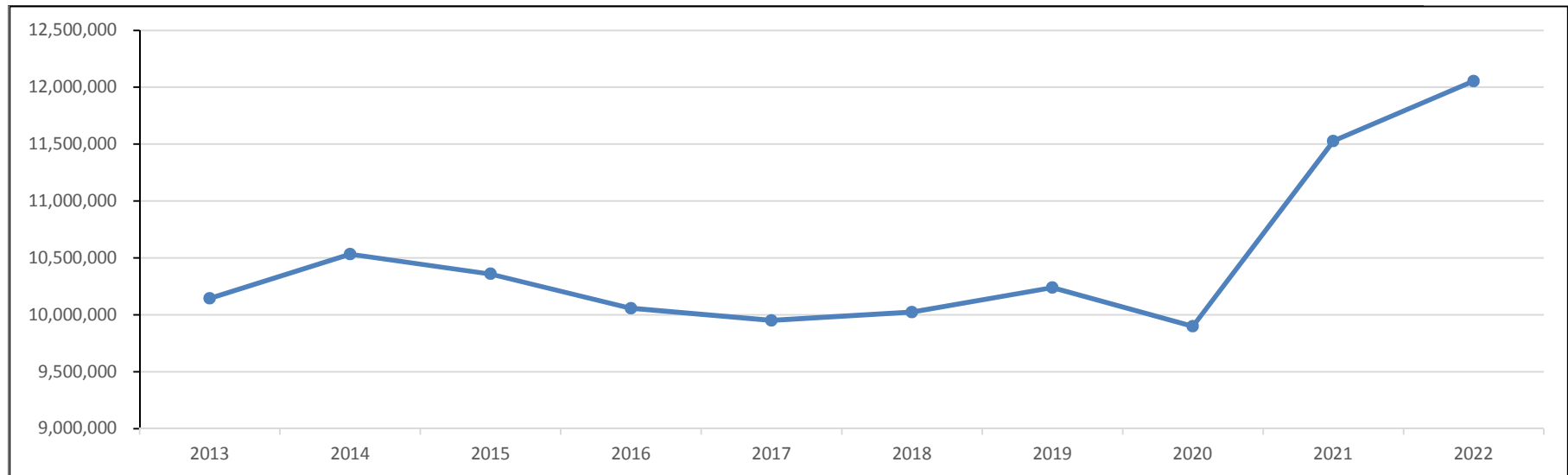
TOTALS	11,048,482	11,483,540	11,654,760	11,241,506	11,052,132	11,328,832	11,423,564	11,322,169	12,500,091	12,676,949	
									Year in Play Budget	12,700,000	



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

LOCAL SALES TAX

MONTH	2013 Actual	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2022 Year in Play	
JANUARY	861,196	887,481	889,089	848,993	818,066	807,770	892,334	880,608	840,697	1,006,392	A
FEBRUARY	880,506	862,759	863,243	833,995	838,995	837,288	864,722	856,677	781,469	1,041,267	A
MARCH	1,012,286	1,022,997	1,000,115	1,036,321	995,383	959,353	963,236	960,429	992,288	1,201,515	A
APRIL	773,089	739,227	739,805	703,472	702,734	712,309	698,869	734,157	813,655	858,286	A
MAY	775,938	779,506	764,685	744,767	729,878	716,975	739,341	727,854	776,379	858,911	A
JUNE	853,033	865,335	832,374	840,488	855,602	852,317	858,115	765,429	1,102,858	1,112,269	A
JULY	846,702	864,489	833,551	791,839	814,658	807,532	860,421	735,614	1,046,496	995,873	B
AUGUST	619,512	957,423	906,467	867,107	877,154	909,719	920,833	834,535	1,045,456	995,873	B
SEPTEMBER	901,318	916,077	911,765	904,129	852,928	890,655	873,345	873,669	1,046,584	995,873	B
OCTOBER	860,182	882,079	875,986	822,711	779,788	836,215	868,200	865,615	1,013,580	995,873	B
NOVEMBER	897,029	884,609	882,605	854,078	835,747	866,834	875,836	819,660	1,048,702	995,873	B
DECEMBER	864,499	872,277	860,119	810,233	849,336	827,137	824,656	845,741	1,018,861	995,873	B
TOTALS	10,145,292	10,534,258	10,359,805	10,058,133	9,950,270	10,024,104	10,239,908	9,899,988	11,527,023	12,053,881	
									Year in Play Budget	11,686,000	

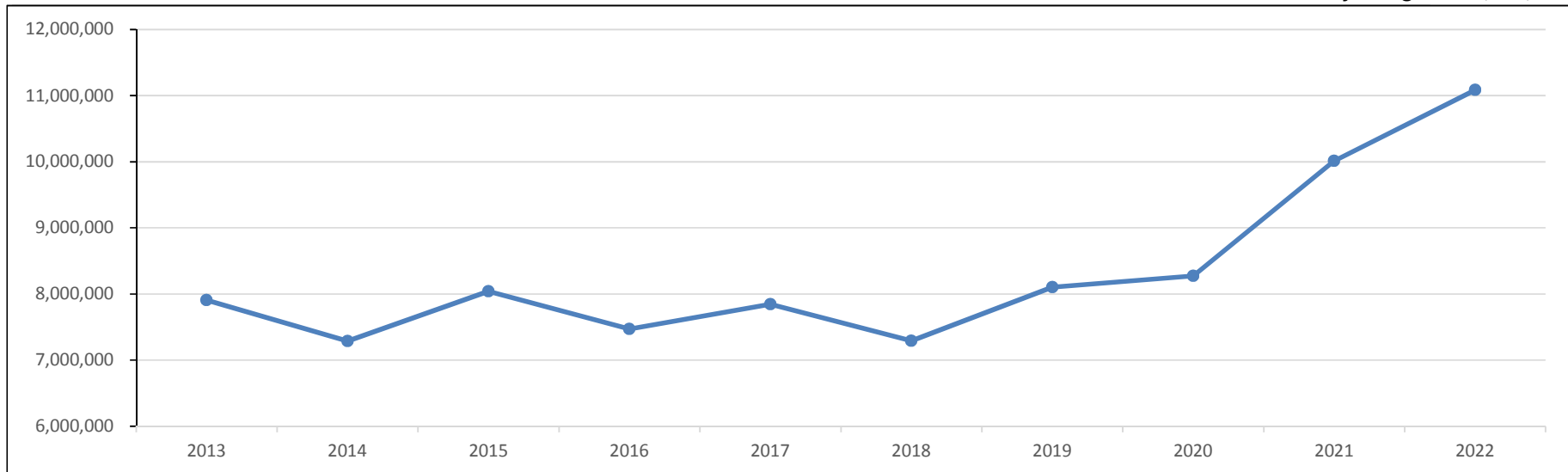


Schedule presents total State Sales Tax Revenue - revenue is recorded in General, Southeast TIF, Eastgate TIF, Pines TIF and Grand/Oakland TIF funds w/ TIF agreements

State imposed 2% collection fee commenced 09/2017; 1.5% fee effective w SFY19

STATE INCOME TAX

MONTH	2013 Actual	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2022 Year in Play	
JANUARY	632,905	850,845	852,700	912,628	851,716	578,461	631,574	696,621	807,110	960,878	A
FEBRUARY	478,227	-	-	-	-	837,319	759,834	717,710	853,298	1,198,126	A
MARCH	394,663	699,395	620,094	751,474	1,411,585	420,941	457,518	533,688	588,089	519,319	A
APRIL	1,333,938	742,236	925,184	822,346	-	646,373	734,870	783,855	937,702	1,109,452	A
MAY	404,944	423,934	403,609	476,082	396,235	1,044,019	1,528,635	767,466	1,280,911	2,238,522	A
JUNE	703,157	741,339	824,784	1,774,951	764,129	482,298	477,387	475,376	1,123,868	657,580	A
JULY	1,298,806	1,150,541	1,364,531	-	1,547,903	652,113	713,920	754,878	1,008,212	1,000,000	B
AUGUST	441,258	428,542	566,667	496,310	698,009	478,694	511,760	1,032,080	566,126	600,000	B
SEPTEMBER	675,812	709,251	1,263,519	1,120,799	727,037	467,186	452,932	584,790	597,861	600,000	B
OCTOBER	419,882	818,347	-	-	599,068	726,093	808,115	846,827	1,086,453	1,000,000	B
NOVEMBER	409,627	-	441,918	450,551	450,852	522,953	527,420	572,208	622,816	600,000	B
DECEMBER	714,661	721,926	776,691	665,793	396,923	433,456	498,389	506,596	539,685	600,000	B
	13 ct-3 mo delay	13 ct-2 mo delay	12 ct-2 mo delay	12 ct-2 mo delay	12 ct-2 mo delay	14 ct-no delay					
TOTALS	7,907,881	7,286,357	8,039,696	7,470,934	7,843,458	7,289,905	8,102,353	8,272,095	10,012,130	11,083,876	
									Year in Play Budget	9,958,000	

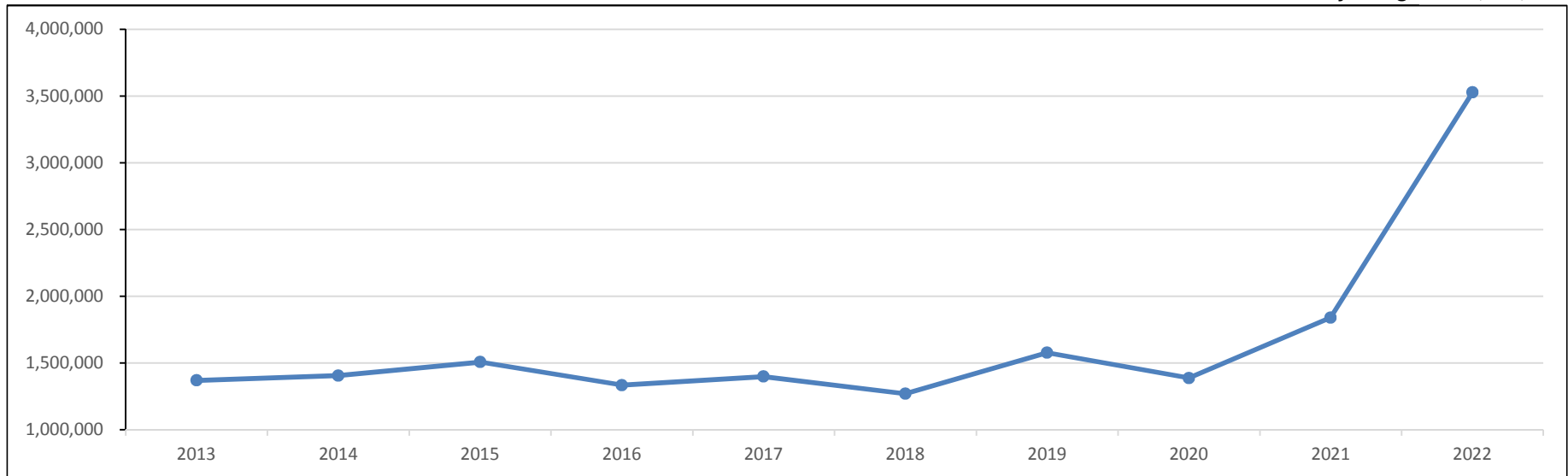


Schedule presents State LGDF distribution

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

PERSONAL PROPERTY REPLACEMENT TAX

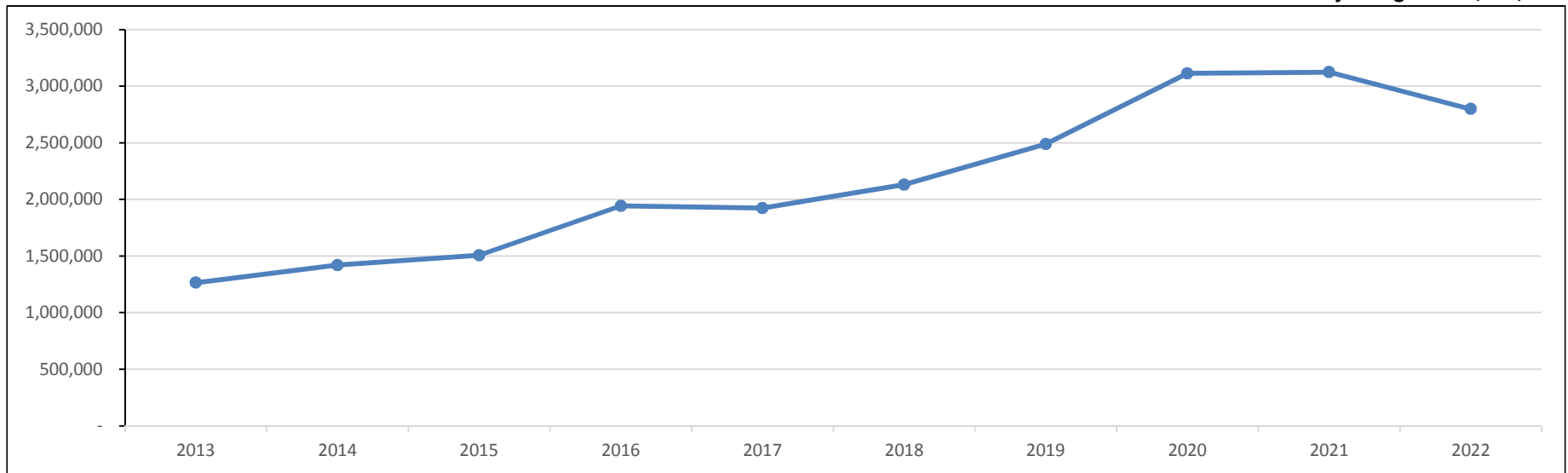
MONTH	2013 Actual	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2022 Year in Play	
JANUARY	185,383	233,315	202,878	195,051	217,463	143,616	153,006	226,930	238,599	489,253	A
FEBRUARY	1,605	2,024	717	-	-	-	-	-	-	-	A
MARCH	62,898	80,778	70,137	83,788	147,880	132,622	67,368	45,114	86,205	654,576	A
APRIL	303,821	309,261	364,335	271,921	352,780	260,085	301,619	311,508	402,800	743,040	A
MAY	265,561	227,806	293,618	219,695	227,189	269,213	365,884	199,155	519,099	997,471	A
JUNE	937	-	2,501	12,343	-	-	3,173	-	-	3,546	A
JULY	260,211	229,514	238,695	239,680	239,384	206,222	217,352	206,917	378,262	400,000	B
AUGUST	29,295	24,688	32,169	27,902	10,712	20,842	26,075	152,903	48,103	50,000	B
SEPTEMBER	-	6,877	2,356	4,554	-	-	-	-	26,897	30,000	B
OCTOBER	188,719	227,489	239,950	218,004	160,071	190,221	376,967	193,839	2,246	3,000	B
NOVEMBER	-	-	-	1,876	-	-	1,332	-	6,015	6,000	B
DECEMBER	70,395	63,058	58,604	58,514	42,179	46,033	62,824	50,168	131,241	150,000	B
TOTALS	1,368,825	1,404,809	1,505,959	1,333,328	1,397,658	1,268,855	1,575,600	1,386,533	1,839,468	3,526,886	
								Year in Play Budget		2,117,722	



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

LOCAL USE TAX

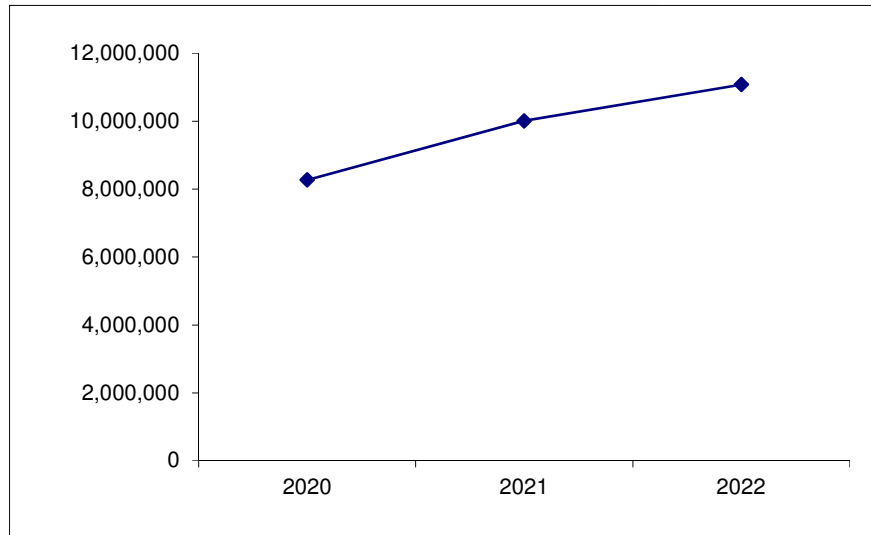
MONTH	2013 Actual	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2022 Year in Play	
JANUARY	98,119	115,740	136,569	295,435	159,854	166,257	205,607	244,618	301,148	215,409	A
FEBRUARY	103,364	108,961	129,837	146,086	155,199	192,590	227,498	229,171	320,911	253,062	A
MARCH	147,635	171,437	196,801	208,903	241,170	243,593	275,101	314,455	452,845	320,769	A
APRIL	102,769	90,904	69,628	128,350	139,319	145,000	159,583	217,745	222,022	212,726	A
MAY	76,976	89,241	135,902	130,832	131,114	149,116	183,842	189,224	197,971	205,377	A
JUNE	96,618	117,824	143,287	153,738	170,503	180,080	208,996	240,704	253,092	240,875	A
JULY	106,037	108,621	140,649	149,743	146,418	157,169	197,817	254,820	229,947	225,000	B
AUGUST	93,637	115,406	133,971	145,710	147,521	171,381	198,672	283,392	211,651	225,000	B
SEPTEMBER	124,363	128,816	-	164,340	156,033	183,541	201,970	286,103	241,230	225,000	B
OCTOBER	106,986	109,843	-	130,791	149,381	178,049	207,636	289,306	224,653	225,000	B
NOVEMBER	99,965	118,956	-	142,584	158,864	169,331	198,926	275,488	237,138	225,000	B
DECEMBER	107,849	144,341	419,237	146,571	167,420	194,248	222,795	287,411	231,030	225,000	B
TOTALS	1,264,318	1,420,091	1,505,880	1,943,083	1,922,796	2,130,355	2,488,443	3,112,435	3,123,637	2,798,219	
								Year in Play Budget		3,199,000	



Schedule presents State distribution of Use Tax.

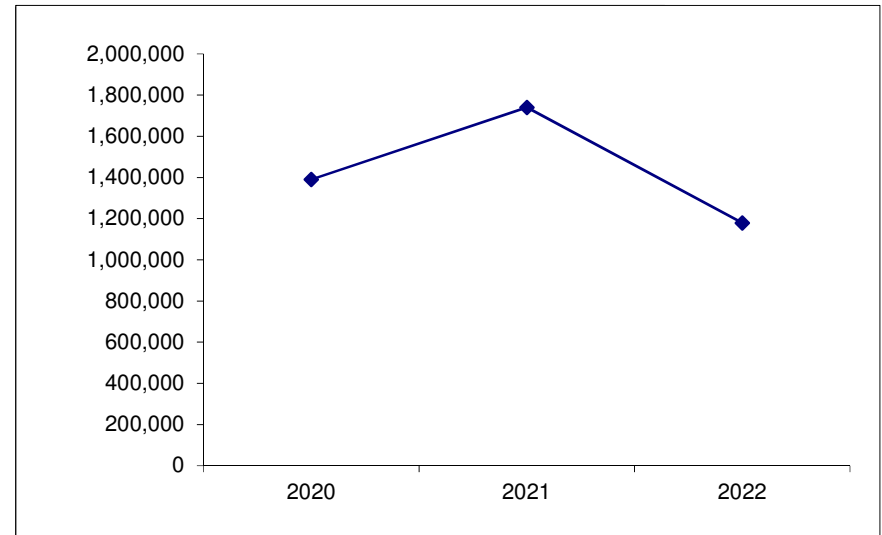
STATE INCOME TAX LGDF DISTRIBUTION

MONTH	2020 Actual	2021 Actual	2022 Year in Play	
JANUARY	696,621	807,110	960,878	A
FEBRUARY	717,710	853,298	1,198,126	A
MARCH	533,688	588,089	519,319	A
APRIL	783,855	937,702	1,109,452	A
MAY	767,466	1,280,911	2,238,522	A
JUNE	475,376	1,123,868	657,580	A
JULY	754,878	1,008,212	1,000,000	B
AUGUST	1,032,080	566,126	600,000	B
SEPTEMBER	584,790	597,861	600,000	B
OCTOBER	846,827	1,086,453	1,000,000	B
NOVEMBER	572,208	622,816	600,000	B
DECEMBER	506,596	539,685	600,000	B
TOTALS	8,272,095	10,012,130	11,083,876	
		Current Budget	9,958,000	
		Projected Amt Over (Under)	1,125,876	



LOCAL TELEPHONE UTILITY TAX

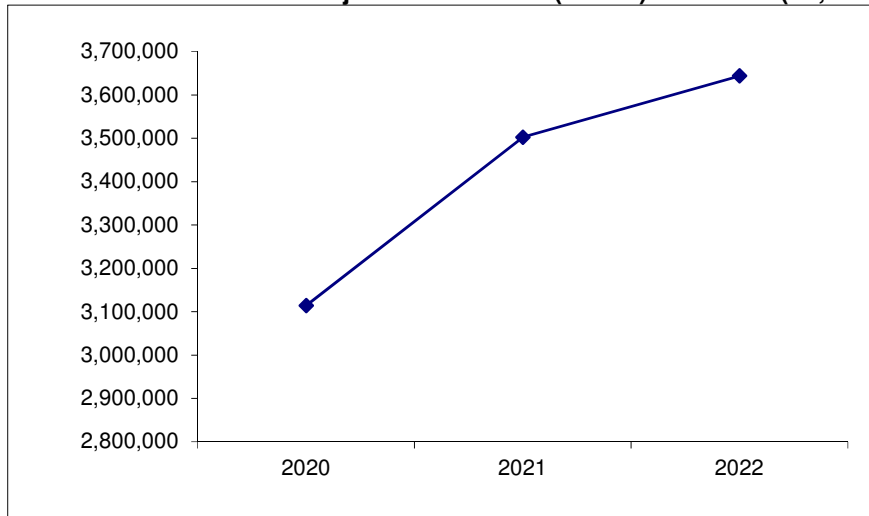
MONTH	2020 Actual	2021 Actual	2022 Year in Play	
JANUARY	118,281	585,430	99,599	A
FEBRUARY	149,194	105,214	94,273	A
MARCH	123,430	97,810	97,801	A
APRIL	108,714	91,598	95,983	A
MAY	109,646	97,948	94,162	A
JUNE	111,749	129,008	97,606	A
JULY	111,967	101,474	100,000	B
AUGUST	110,398	111,428	100,000	B
SEPTEMBER	113,817	108,598	100,000	B
OCTOBER	115,280	103,735	100,000	B
NOVEMBER	111,618	105,524	100,000	B
DECEMBER	105,685	102,715	100,000	B
TOTALS	1,389,780	1,740,483	1,179,425	
		Current Budget	1,190,000	
		Projected Amt Over (Under)	(10,575)	



Projected Revenues

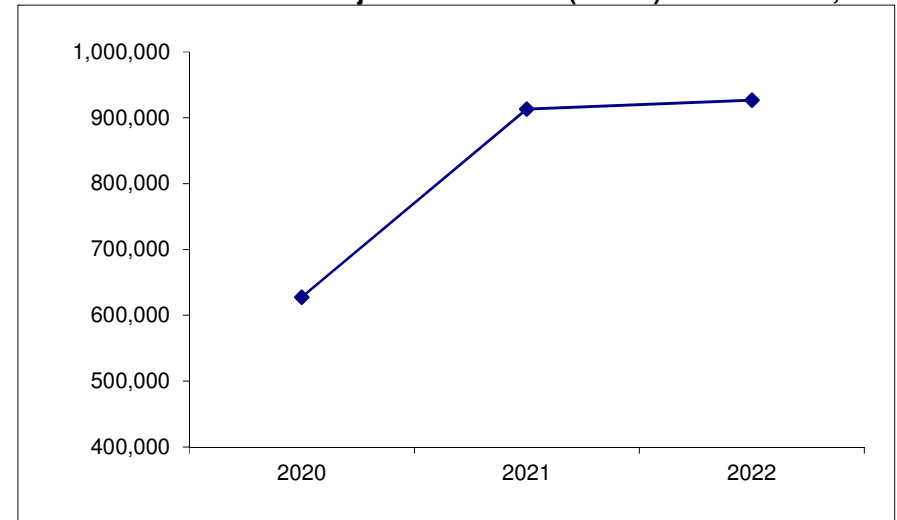
LOCAL FOOD & BEVERAGE TAX

MONTH	2020 Actual	2021 Actual	2022 Year in Play	
JANUARY	284,618	259,733	325,939	A
FEBRUARY	258,900	237,003	268,346	A
MARCH	244,619	251,710	254,687	A
APRIL	222,250	316,741	328,645	A
MAY	219,522	302,025	320,770	A
JUNE	270,572	314,701	345,385	A
JULY	290,434	295,357	300,000	B
AUGUST	294,210	307,177	300,000	B
SEPTEMBER	266,208	345,458	300,000	B
OCTOBER	262,691	112,289	300,000	B
NOVEMBER	272,130	460,845	300,000	B
DECEMBER	228,087	299,194	300,000	B
TOTALS	3,114,241	3,502,233	3,643,771	
		Current Budget	3,659,000	
		Projected Amt Over (Under)	(15,229)	



LOCAL HOTEL & MOTEL TAX

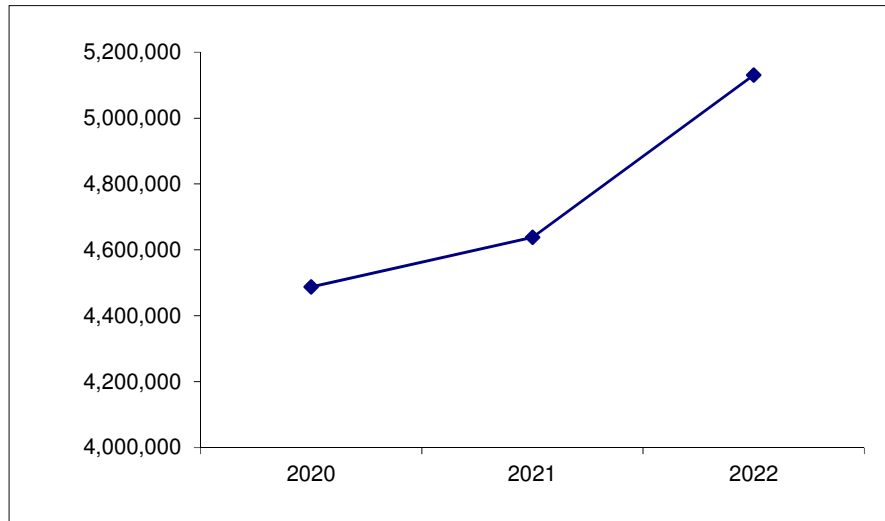
MONTH	2020 Actual	2021 Actual	2022 Year in Play	
JANUARY	47,544	45,696	62,215	A
FEBRUARY	60,919	38,938	70,247	A
MARCH	64,916	46,068	65,323	A
APRIL	47,822	61,645	76,916	A
MAY	36,989	64,188	76,544	A
JUNE	42,366	80,612	95,446	A
JULY	51,435	82,463	80,000	B
AUGUST	61,174	96,057	80,000	B
SEPTEMBER	58,199	132,160	80,000	B
OCTOBER	58,122	39,548	80,000	B
NOVEMBER	49,065	147,855	80,000	B
DECEMBER	49,070	78,023	80,000	B
TOTALS	627,620	913,254	926,690	
		Current Budget	849,000	
		Projected Amt Over (Under)	77,690	



Projected Revenues

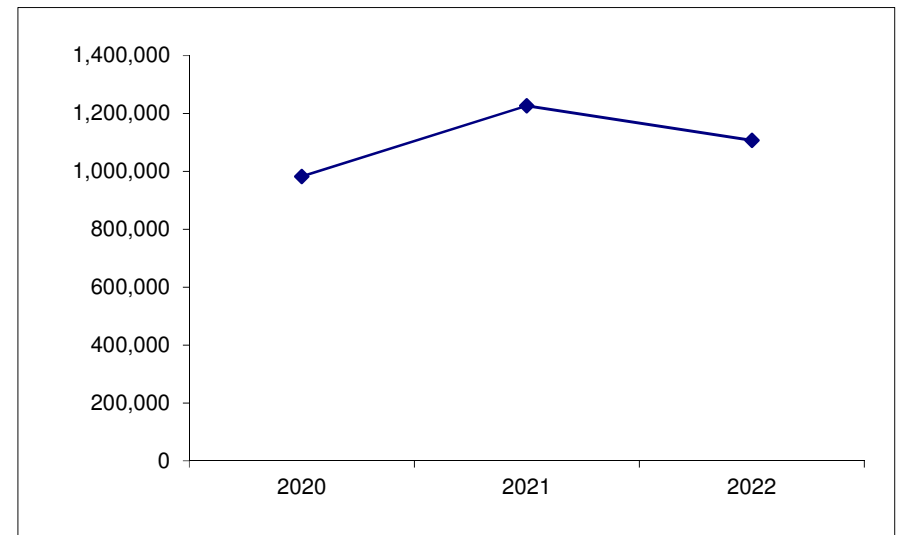
LOCAL UTILITY TAX (GAS & ELECTRIC)

MONTH	2020 Actual	2021 Actual	2022 Year in Play	
JANUARY	399,612	387,338	451,232	A
FEBRUARY	446,586	-	-	A
MARCH	423,748	964,355	1,170,976	A
APRIL	399,998	406,775	453,756	A
MAY	357,108	369,203	376,488	A
JUNE	308,307	348,848	327,903	A
JULY	332,111	338,442	350,000	B
AUGUST	362,045	338,344	400,000	B
SEPTEMBER	344,970	375,057	400,000	B
OCTOBER	349,841	372,509	400,000	B
NOVEMBER	315,113	324,568	400,000	B
DECEMBER	448,180	413,270	400,000	B
TOTALS	4,487,618	4,638,709	5,130,355	
		Current Budget	4,925,000	
		Projected Amt Over (Under)	205,355	



LOCAL CABLE TV TAX

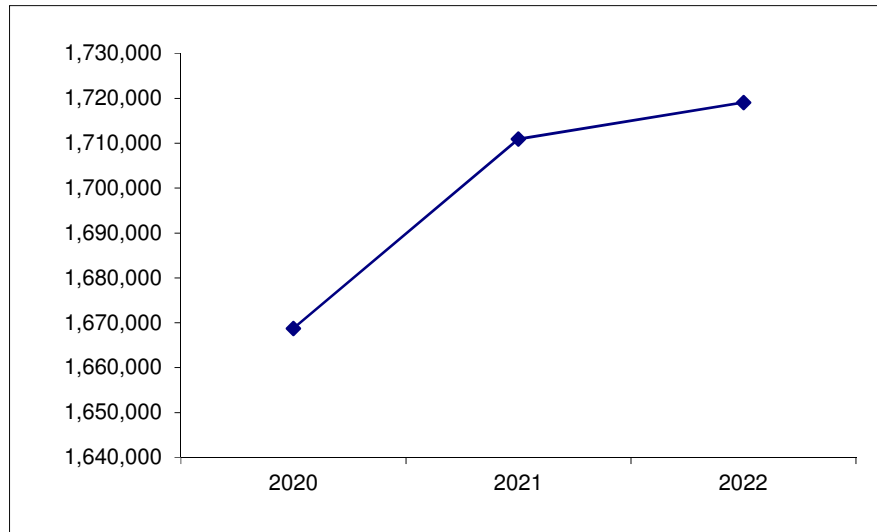
MONTH	2020 Actual	2021 Actual	2022 Year in Play	
JANUARY	16,892	115,677	13,687	A
FEBRUARY	229,481	248,600	235,066	A
MARCH	-	-	-	A
APRIL	16,827	14,722	12,982	A
MAY	230,292	238,382	245,500	A
JUNE	-	-	-	A
JULY	16,588	-	-	B
AUGUST	226,172	252,130	250,000	B
SEPTEMBER	-	-	-	B
OCTOBER	15,603	-	-	B
NOVEMBER	230,799	254,330	250,000	B
DECEMBER	-	102,715	100,000	B
TOTALS	982,654	1,226,555	1,107,234	
		Current Budget	1,127,000	
		Projected Amt Over (Under)	(19,766)	



Projected Revenues

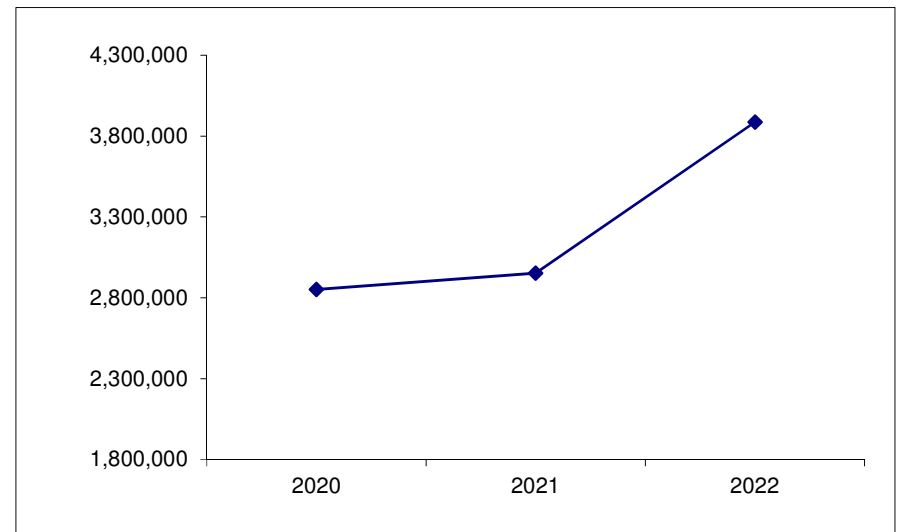
LOCAL MOTOR FUEL TAX

MONTH	2020 Actual	2021 Actual	2022 Year in Play	
JANUARY	153,947	137,973	155,334	A
FEBRUARY	145,620	116,174	146,251	A
MARCH	147,749	137,669	125,153	A
APRIL	127,256	141,621	142,456	A
MAY	102,884	143,395	147,235	A
JUNE	124,240	146,898	162,643	A
JULY	138,531	145,659	140,000	B
AUGUST	172,395	150,514	140,000	B
SEPTEMBER	145,246	151,331	140,000	B
OCTOBER	136,144	52,940	140,000	B
NOVEMBER	147,913	239,007	140,000	B
DECEMBER	126,825	147,717	140,000	B
TOTALS	1,668,749	1,710,898	1,719,073	
		Current Budget	1,700,000	
		Projected Amt Over (Under)	19,073	



STATE MOTOR FUEL TAX

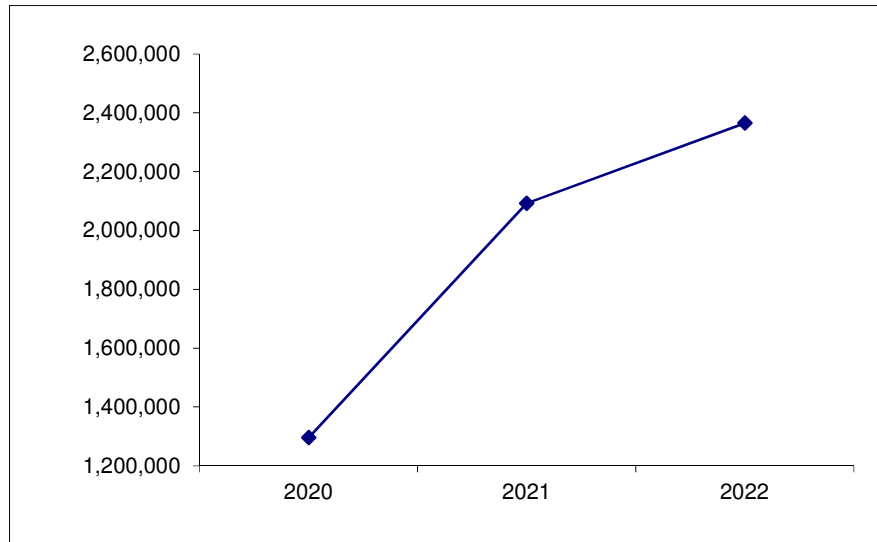
MONTH	2020 Actual	2021 Actual	2022 Year in Play	
JANUARY	334,151	252,696	283,072	A
FEBRUARY	236,781	220,266	258,944	A
MARCH	234,236	208,011	178,756	A
APRIL	242,487	215,526	253,405	A
MAY	225,768	250,786	255,437	A
JUNE	178,759	248,729	256,227	A
JULY	183,917	255,517	400,000	B
AUGUST	225,064	253,309	400,000	B
SEPTEMBER	262,629	274,663	400,000	B
OCTOBER	243,948	263,188	400,000	B
NOVEMBER	240,708	242,427	400,000	B
DECEMBER	243,187	267,134	400,000	B
TOTALS	2,851,636	2,952,253	3,885,842	
		Current Budget	4,657,246	
		Projected Amt Over (Under)	(771,404)	



Projected Revenues

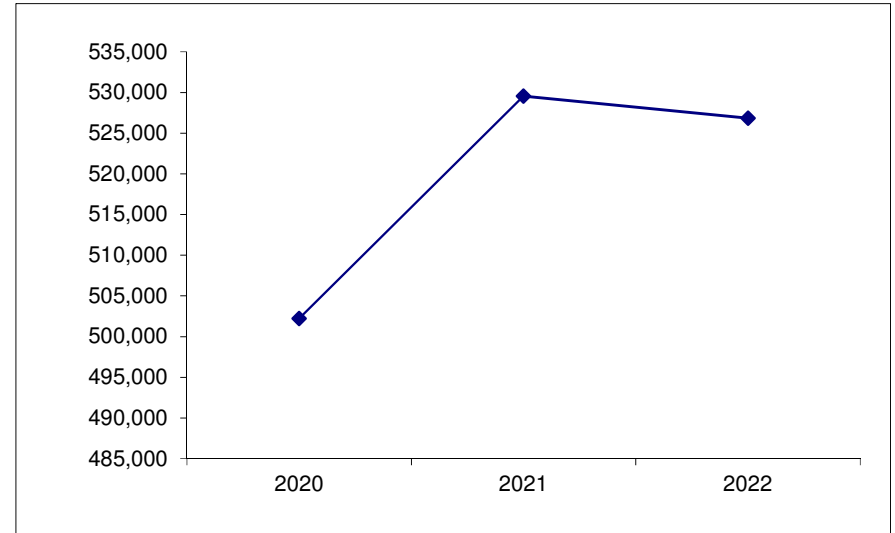
STATE VIDEO GAMING TAX

MONTH	2020 Actual	2021 Actual	2022 Year in Play	
JANUARY	135,374	85,531	186,950	A
FEBRUARY	133,358	-	194,055	A
MARCH	135,318	85,407	165,854	A
APRIL	145,178	176,056	170,074	A
MAY	88,724	257,275	230,570	A
JUNE	39	244,343	217,794	A
JULY	-	223,954	200,000	B
AUGUST	-	208,113	200,000	B
SEPTEMBER	177,321	217,309	200,000	B
OCTOBER	157,243	203,717	200,000	B
NOVEMBER	159,596	196,248	200,000	B
DECEMBER	163,553	194,733	200,000	B
TOTALS	1,295,704	2,092,686	2,365,297	
		Current Budget	2,400,000	
		Projected Amt Over (Under)	(34,703)	



LOCAL LIQUOR LICENSE FEE

MONTH	2020 Actual	2021 Actual	2022 Year in Play	
JANUARY	3,717	3,989	-	A
FEBRUARY	1,287	-	6,010	A
MARCH	1,496	2,459	702	A
APRIL	-	2,018	-	A
MAY	-	194,556	288,825	A
JUNE	-	312,435	217,825	A
JULY	326,750	-	-	B
AUGUST	164,840	6,600	6,500	B
SEPTEMBER	2,246	3,593	3,500	B
OCTOBER	-	100	-	B
NOVEMBER	300	-	-	B
DECEMBER	1,588	3,807	3,500	B
TOTALS	502,225	529,556	526,862	
		Current Budget	528,000	
		Projected Amt Over (Under)	(1,138)	



Information Technology

DATE: 7/18/2022

MEMO: 2022-06

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: James Edwards, Director Information Technology Department

SUBJECT: Resolution Authorizing an Indefeasible Right of Use (IRU) Agreement and associated Sales Order with the Central Illinois Regional Dispatch Center (CIRDC) to obtain Dark (unlit) Fiber from the City of Decatur Fiber Network.

SUMMARY RECOMMENDATION: Staff recommends that City Council approve the attached resolution, authorizing Mayor to execute a 20-year Indefeasible Right of Use Agreement and associated Sales Order with the CIRDC to provide a second set of Dark Fiber between the Law Enforcement Center (LEC) and the MSC Tower location at 2600 N Jasper Street.

BACKGROUND: This IRU Agreement gives the CIRDC the right to use two strands of City Fiber between the LEC and the MSC Tower for an initial term of 20 years. The IRU Agreement further demands up-front payment for the right to use these dark fibers in addition to a fiber maintenance fee paid annually. CIRDC is paying to splice and use the fiber only, no electronics is provided in this agreement.

PRIOR COUNCIL ACTION: Previous Resolutions have been approved by City Council to purchase and use fiber pairs from the City of Decatur Fiber Network. This resolution represents the second pair of Fiber requested by the CIRDC for it's communication loop with radio equipment at the MSC tower location.

POTENTIAL OBJECTIONS: None Anticipated

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Jim Edwards, IT Director, 450-2236

BUDGET/TIME IMPLICATIONS:

Revenue from the CIRDC that will be received by this IRU Agreement is a one-time payment to the City of \$10,314 plus a reoccurring fiber maintenance fee of \$324 paid up front and annually in accordance with the IRU agreement thereafter.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
IRU Agreement	Backup Material

RESOLUTION NO. R_____

**RESOLUTION AUTHORIZING AN INDEFEASIBLE RIGHT OF USE
(IRU) AGREEMENT AND ASSOCIATED SALES ORDER WITH THE
CENTRAL ILLINOIS REGIONAL DISPATCH CENTER (CIRDC) TO
OBTAIN DARK (UNLIT) FIBER FROM THE CITY OF DECATUR FIBER
NETWORK**

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

Section 1. That the Indefeasible Right of Use Agreement presented herewith to the City Council between the City of Decatur, Illinois and the Central Illinois Regional Dispatch Center, be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor be, and hereby, authorized to sign said agreement in substantially the same form as presented, on behalf of the City of Decatur, Illinois.

PRESENTED and ADOPTED this 18th day of July 2022.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

INDEFEASIBLE RIGHT OF USE AGREEMENT

CITY OF DECATUR, AN ILLINOIS MUNICIPALITY

AND

CENTRAL ILLINOIS REGIONAL DISPATCH CENTER

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
1	Definitions	3
2	Fiber System	5
3	Rights in the Fiber System	5
4	Payment	6
5	Configuration of the Fiber System	6
6	Acceptance and Testing of Dark Fibers	7
7	Documentation	8
8	Term of IRU	8
9	Interconnection with the Fiber System	8
10	Maintenance and Repair of the Fiber System	9
11	Permits; Underlying Rights; Relocation	10
12	Operation and Use of the Fiber System	10
13	Indemnity	11
14	Limitation of Liability	12
15	Insurance	12
16	Taxes, Fees and Other Impositions	13
17	Notices	14
18	Confidentiality	15
19	Default	16
20	Termination	17
21	Assignment and Transfer Restrictions	17
22	Representations, Warranties and Acknowledgments	17
23	General	18

EXHIBITS	TITLE	PAGE
A	Route Description	21
B	Fiber Specifications / Acceptance Testing	22
C	Technical Contacts	24
D	Maintenance Specifications and Procedures	25
E	Dark Fiber Acceptance Notice and Signature Page	29

AGREEMENT FOR INDEFEASIBLE RIGHT OF USE (IRU) OF FIBER

THIS IRU AGREEMENT ("Agreement") is made and entered into as of _____, 2022 ("Effective Date"), by and between the City of Decatur, an Illinois Municipal Corporation ("CITY"), and Central Illinois Regional Dispatch Center ("Customer").

RECITALS

WHEREFORE, CITY, owns, manages, and maintains a fiber network, which is a high-speed telecommunications network that provides reliable communication links to and among Decatur schools, institutions of higher education, libraries, museums, research institutions, State agencies, units of local government, and other local entities who provide service to residents of the CITY; and,

WHEREFORE, CITY is building a fiber optic communication network throughout Decatur for use by the CITY and other interested third parties by extending its current system to other parts of the community to provide services to interested parties, to serve as a community development tool and to eventually provide redundancy in the current system. ("Fiber System"); and,

WHEREFORE, Customer desires to obtain from CITY rights to optical fiber strands as described in Exhibit A (attached hereto and incorporated by reference) in the Fiber System on the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1

DEFINITIONS

Definitions. The following definitions shall apply to this Agreement.

"Access Fees" means all fees charged or assessed by any governmental authority with respect to those portions of the Fiber System located on or crossing or passing through lands owned or administered by such governmental authority including, without limitation, such as are calculated or otherwise based on the number of crossings, the aggregate distance of crossings, land value or the revenue, projected revenue, receipts, income, profits or other amounts calculated in a similar manner, of any Fiber System interest holder or its Affiliates.

"Affiliate" For the purpose of this Agreement, the term Affiliate when used herein shall mean and include all of the officers, directors, employees and agents of the CITY.

"Anticipated Completion Date" means, subject to Events of Force Majeure and any other extensions of time provided for in this Agreement, the dates set forth in Exhibit A (attached hereto and incorporated by reference).

"Associated Property" means, the tangible and intangible property necessary for the use of the Dark Fiber (fiber without light) for the purposes described in this Agreement, including but not limited to the associated conduit. "Associated Property" does not include electronic, optronic, optical or other necessary equipment.

"Cable" means the fiber optic cable and the fibers contained therein, including the Dark Fiber, and associated splicing connections, splice boxes, and vaults to be installed by the CITY contractor as part of the Fiber System.

"Costs" means actual, direct costs paid or payable in accordance with U.S. generally accepted accounting principles consistently applied and which the CITY (or Customer, for purposes of Section 10.4) utilizes in billing third parties for reimbursable projects, including without limitation the following: (i) internal labor costs, including wages, salaries and benefits, and (ii) other direct costs and out-of-pocket expenses on a pass-through basis (e.g., equipment, materials, supplies, contract services, etc.).

"Customer POP" means a point of presence or terminal facility to which Customer has rights in and to, along the Dark Fiber route.

"Dark Fiber" means fiber without electronics at the end points to produce and receive light in the fiber.

"Dollars" or "\$" means U.S. dollars.

"Events of Force Majeure" means neither Party shall be in default under this Agreement if and to the extent that any failure or delay in such Party's performance of one or more of its obligations hereunder is caused by any Events of Force Majeure and such Party's performance of such obligation or obligations shall be excused and extended for and during the period of any such delay: Act of God; fire; flood; fiber, Cable, or other material failures, shortages or unavailability or other delay in delivery not resulting from the responsible Party's failure to timely place orders therefore; lack of or delay in transportation; government codes, ordinances, laws, rules, regulations or restrictions; war or civil disorder; strikes or other labor disputes; or inability to gain access to the Fiber System; or any other cause beyond the reasonable control of such Party.

"Impositions" means all taxes, fees, assessment levies, imposts, duties, charges, or withholdings of any nature (including, without limitation, ad valorem, real property, gross receipts, franchise, license and permit fees), together with any penalties, fines or interest thereon arising out of the transactions contemplated by this Agreement and/or imposed upon the Fiber System, or any part thereof, by any federal, state or local government or other public taxing authority, including Access Fees.

"Interconnection" or "Interconnections" or "Interconnection Points" means a location along the fiber path where fiber is or can be spliced.

"Interest Rate" means the lower of (i) the highest rate permitted by law, or (ii) one and one-half percent (1.5%) per month, compounded monthly (equal to approximately 19.56% per year).

"Maintenance Window" or "MW" means a prearranged period of time reserved for performing certain work on the Fiber System that may potentially impact traffic. Generally, this will be

restricted to weekends, avoiding the first and last weekend of each month and high-traffic weekends.

"Party" or "Parties" shall mean City and Customer.

"Person" means any individual, corporation, partnership, Limited Liability Company, joint venture, trust, unincorporated organization, government or any agency or political subdivision thereof or any other entity.

"Proportionate Share" means, with respect to Customer, CITY, or any other Person that is an interest holder, and for each segment, the Costs shall be shared as follows: (a) if the affected segment includes any conduit housing the Dark Fiber, the Pro Rata Share of Costs shall be allocated equally among all of the affected conduits and (b) the Costs related to the conduit carrying the Dark Fiber plus Costs specifically related to fibers optic strands within such conduit, shall be allocated between Customer and the CITY and other Persons that are interest holders based on the ratio to which the number of Dark Fiber bears to the total number of fiber optic strands in such conduit. If this fraction varies over portions of a particular segment, then the Pro Rata Share shall be equal to the weighted average (weighted by length as set forth in the CITY's As-Built Drawings) of such relevant portions. For example, if the fraction for 100 feet of the affected segment is 0.1 and the fraction for the remaining 50 feet of the affected segment is 0.07, the weighted average for the entire segment would be 0.09.

ARTICLE 2

FIBER SYSTEM

The CITY Fiber System will generally connect the "A" and "Z" endpoints identified in Exhibit A. (attached hereto and incorporated by reference). The route between each set of end points is hereafter referred to as a segment. CITY shall use commercially reasonable efforts to complete and test the dark fiber and provide a Completion Notice to Customer on or before the Completion Date set forth in Exhibit A.

ARTICLE 3

RIGHTS IN THE FIBER SYSTEM

3.1 As of the Effective Date, CITY shall grant to Customer and Customer shall receive from CITY (a) an exclusive indefeasible right of use of dark fibers set forth in Exhibit A that will be specifically identified by CITY in the Cable ("Dark Fiber"), and (b) the associated and non-exclusive indefeasible right to use the Associated Property, all such rights upon and subject to the terms and conditions set forth in this Agreement (collectively, the "IRU").

3.2 The IRU does not include the right of Customer to own, control, maintain, modify, or revise the Dark Fiber or any Associated Property in CITY facilities, the right of physical access to the Fiber System, the right to encumber the Fiber System in any manner, or the right to use any other portion of the Fiber System, except as expressly set forth herein.

3.3 CITY shall retain legal title in the fiber assets throughout the duration of the IRU, and nothing in this agreement shall convey any legal title to real or personal property, nor shall it create any security interest in said property. CITY represents, warrants, and agrees that, for all purposes, including, without limitation, for purposes of Section 541(d) of the Bankruptcy Code, with the granting of the Dark Fiber IRU hereby, CITY transfers its equitable interest in the Dark Fiber to Customer for the Term and retains any legal title.

ARTICLE 4

PAYMENT

4.1 In consideration of this agreement for the CITY to grant this IRU to Customer, Customer agrees to pay to CITY a non-recurring fee for each Segment as set forth in Exhibit A ("IRU Fee"). The IRU Fee is due and payable on the execution date of this agreement.

4.2 Also in consideration of this agreement, for the CITY to grant this IRU to Customer, Customer agrees to pay to CITY a recurring annual maintenance fee for each fiber mile as set forth in Exhibit A.

4.3 Total prepayment amount for this IRU agreement is set forth in Exhibit A. This advance payment is due upon the execution of this agreement and signed by both parties.

4.4 In addition to the amounts payable under Sections 4.3, Customer shall pay directly or reimburse CITY for all other sums, costs, fees, and expenses incurred to complete any additional work requested in writing by Customer related to this Agreement including, but not limited to, hand hole placement, conduit work, or splicing. For any such additional work, CITY will propose the scope of work and cost to the Customer and mutually work with the Customer on the final design and cost of such work.

4.5 If Customer fails to make any payment under this Agreement when due, then, in addition to such sum and to any other rights and remedies that CITY may have, Customer shall pay Interest on such unpaid amount at the Interest Rate defined and set forth in Exhibit A. Customer's obligation to pay any amounts under this Agreement shall not be subject to any rights of set-off, counterclaim, deduction, defense or other right that Customer may have against CITY or any other Person.

ARTICLE 5

CONFIGURATION OF THE FIBER SYSTEM

5.1 CITY shall have full and complete control and responsibility for determining any routing configurations of the Fiber System. CITY may route the Dark Fiber through any CITY facility in its reasonable discretion. Each Party shall have full and complete control and responsibility for determining network and service configurations or designs, re-grooming, rearrangement or consolidation of channels or circuits and all related functions with regard to the use of that Party's fiber.

5.2 Customer specifically acknowledges that Customer is responsible for all engineering, design, and construction work on the Customer side of each Connecting Point, in addition to securing its own rights and related costs to access, occupy, and conduct typical broadband operations up to the Connecting Point (which may include, but not be limited to, construction permits and right away rights). Collectively, these Customer responsibilities are defined as "Customer Requirements". CITY acknowledges the Customer Requirements, and Customer will work diligently to finalize such considerations in order for CITY to complete its work by the Anticipated Completion Date. Customer acknowledges that any delay in Customer completing/providing Customer Requirements may delay CITY from completing work at any Connecting Point. In the event that Customer has not completed/provided the Customer Requirements by an agreed-upon date in order to allow CITY to complete work at any Connecting Point (including Fiber Acceptance Testing (see Article 6)) on or before the Anticipated Completion Date, then CITY may continue with the acceptance procedures to the extent possible and invoice for the services under this Agreement as if all locations were completed by the Anticipated Completion Date, provided that the CITY Fiber System at the Connecting Point meets Fiber Acceptance Testing procedures upon Customer's completion of the Customer Requirements. Upon receipt of said invoice, Customer shall remit payment for the services performed herein and in accordance with the terms of this Agreement.

5.3 Customer acknowledges and agrees that CITY is not supplying nor is CITY obligated to supply to Customer any optronics or electronics or optical or electrical equipment or other facilities, all of which are solely the responsibility of Customer, nor is CITY responsible for performing any work other than as specified in this Agreement.

ARTICLE 6

ACCEPTANCE AND TESTING OF DARK FIBERS

6.1 Dark fiber specifications set forth in Exhibit B (attached hereto and incorporated as reference) define acceptable Dark Fiber specifications within the CITY Fiber network.

6.2 Customer will be notified on or before the Anticipated Completion Date in Exhibit A by email when the fiber contracted for in this agreement is tested and ready to use, "Fiber Ready" date. Within 90 days of the Fiber Ready date of this agreement, Customer shall provide CITY with a written and or electronic notice accepting the Dark Fiber by signing the notice referenced in Exhibit E (attached hereto and incorporated by reference) or rejecting the Dark Fiber by specifying in writing the defect or failure in the Fiber Acceptance Testing. If Customer fails to notify CITY of Dark Fiber acceptance or rejection within 90 days following the Fiber Ready date of this Agreement, Customer shall be deemed to have accepted such Dark Fiber. The date of such notice of acceptance or deemed acceptance of the Dark Fiber shall be the "Acceptance Date." In the event of any good faith rejection by Customer, CITY shall take action as necessary, and as expeditiously as practicable, to correct or cure such defect or failure in accordance with Fiber Acceptance Testing. The foregoing procedure shall apply again and successively thereafter until CITY has remedied all defects or failures. The foregoing notwithstanding, if Customer uses the Dark Fiber other than for testing prior to acceptance, such use shall constitute acceptance of the Dark Fiber and the first date of such use shall be the Acceptance Date.

6.3 If Customer rejects the Dark Fiber even though CITY reasonably believes the test

results conform to the specifications set forth in Exhibit B, the Parties shall work together to do cooperative testing, sharing the cost equally, to determine whether the test results conform to specifications. In the event the cooperative testing continues to demonstrate that the Dark Fiber conforms to the specifications in Exhibit B, and Customer continues to reject the Dark Fibers for forty-five (45) days after CITY made viable Dark Fibers available to Customer, this Agreement shall automatically terminate, and Customer shall pay 50% of the IRU Fee as a penalty for early termination.

ARTICLE 7

DOCUMENTATION

Within ninety (90) days of the date of a Completion Notice, CITY shall provide a route map to Customer in electronic format. At a minimum, the maps will show demarcation points, route, and existing splice point locations. CITY shall provide updated maps to Customer upon request, not to exceed two times in any 12-month period.

ARTICLE 8

TERM OF IRU

8.1 The IRU shall be granted and become effective when the Acceptance Date has occurred ("IRU Effective Date") and, subject to Section 8.2 and Articles 11, 19, 20, the IRU shall extend for a period of twenty (20) years thereafter ("Term").

8.2 Upon the expiration of the Term all rights to use of the Dark Fiber and any related rights granted hereunder, shall revert to CITY without reimbursement of any of the IRU Fee or other amounts previously paid, or required to be paid, by Customer hereunder, and Customer shall have no further right hereunder to use the Dark Fiber or any related Associated Property or CITY facilities. Upon written request from the Customer and at least 30 days prior to the expiration of the Term, the CITY will extend this IRU in 5-year increments for no additional IRU Fee as long as the fiber maintenance defined in Sections 4.2 is paid and current.

ARTICLE 9

INTERCONNECTION WITH THE FIBER SYSTEM

9.1 The Customer shall pay for Interconnection of its communications system with the Dark Fiber at the connecting points identified in Exhibit A. All Interconnections of the Dark Fiber and all other work with respect to the Fiber System shall be performed by an approved CITY fiber contractor. It is the responsibility of the Customer to obtain all governmental and other approvals and consents necessary with respect to work being completed at the Connecting Points.

9.2 Interconnection Points by Customer other than those required to fulfill this IRU request are prohibited without CITY'S written approval. The CITY may grant or withhold such approval in its sole and absolute discretion. Customer and CITY shall mutually configure the

scope of work. Customer shall be responsible for the costs of any such additional Interconnections.

9.3 Customer understands that work requested under this Article 9 may cause the CITY to incur additional obligations with third parties ("Third Party Obligations"). Customer hereby agrees to pay or reimburse CITY for any fees associated with such Third-Party Obligations, provided that CITY will inform Customer of these additional obligations in writing prior to incurring them, and Customer may then choose whether to request performance of the work.

ARTICLE 10

MAINTENANCE AND REPAIR OF THE FIBER SYSTEM

10.1 From and after the IRU Effective Date, the maintenance of the Fiber System shall be provided in accordance with the CITY standard maintenance specifications and procedures set forth in Exhibit D (attached hereto and incorporated by reference). Customer agrees to pay CITY for Fiber Maintenance in accordance with the provisions set forth in Exhibit A. CITY reserves the right to increase the Fiber Maintenance Fee specified in Exhibit A following the 1st year from and every year thereafter the IRU Effective Date by an amount equal to the increase in the Consumer Price Index published by the United States Department of Labor & Bureau of Labor Statistics.

10.2 From and after the IRU Effective Date, in the event that all or any part of the Fiber System within such Segment is damaged or destroyed such that a Service Affecting Condition exists on the Dark Fiber, CITY shall resolve such Service Affecting Condition utilizing its standard procedures set forth in Exhibit D. Notwithstanding anything contained herein to the contrary, CITY shall not incur any liability to Customer by reason of a Service Affecting Condition, except its obligation to resolve such Service Affecting Condition as set forth in this Section, and Customer shall not be entitled to any credits for IRU Fees, or any other payment paid or to be paid by the Customer pursuant to this Agreement by reason of such Service Affecting Condition. For purposes of this Section, "Service Affecting Condition" shall mean any condition that causes loss of traffic to Customer, except where the condition is caused by a deficiency in Customer's electronics or other equipment.

10.3 The maintenance services to be provided by CITY include non-routine maintenance and repair of the Fiber System in response to an actual or potential failure, interruption or impairment in the operation of the Fiber System like; any request by a third party to relocate a portion of the fiber, or any act of God like sink holes involving the segment of the Fiber System where the Customer is part owner. ("Unscheduled Maintenance"). Any Unscheduled Maintenance Costs found to be the responsibility of the fiber owners will be allocated among the various owners and other interest holders for the affected portion of the Fiber System, including Customer. Customer will be responsible for its Proportionate Share of any such Unscheduled Maintenance Costs, which will be invoiced by CITY to Customer. In this agreement the Proportionate Share to the Customer is equal to six (6) of one hundred forty-four (144) fibers or 4.2% of the total Unscheduled Maintenance Costs for this segment.

10.4 Customer shall have no right to physically access the Fiber System or maintain, adjust, align or attempt to repair the Dark Fiber. Notwithstanding the foregoing, this provision shall

not limit CITY'S ability or right to pursue a claim for damages to equipment or facilities caused by Customer and in no event shall this provision authorize Customer to access a Fiber System manhole, hand hole or other element of the Fiber System.

10.5 Unless otherwise agreed to in writing by the Parties, nothing in this Agreement shall obligate CITY to maintain Customer's optronic, electrical, optical, or other equipment, all of which are the obligation and responsibility of Customer.

10.6 Neither Party shall adjust, remove, relocate, align, or attempt to repair the other Party's equipment except as expressly authorized in advance in writing by the other Party. Each Party will be liable for any loss or damage to the other Party's equipment arising from that party's negligence, intentional act, unauthorized maintenance.

ARTICLE 11

PERMITS; RELOCATION

11.1 Subject to the terms and provisions of this Agreement, CITY shall use commercially reasonable efforts to obtain and maintain during the Term, certain rights of way and other agreements which are necessary for the use of the Fiber System by the CITY in accordance with this Agreement.

11.2 If, after the Acceptance Date with respect to any Segment, CITY is required (i) by a third party with legal authority to so require or (ii) by an act of nature (including, without limitation, erosion, earthquakes, flood, sinkhole, etc.), (iii) or if Customer agrees, to relocate any portion of the Fiber System, with respect to such Segment, including any of the facilities used or required in providing the IRU, CITY shall proceed with such relocation, including without limitation, the right, in good faith, to reasonably determine the extent of, the timing of, and methods to be used for such relocation; provided that any such relocation shall incorporate fibers meeting or exceeding the specifications of the Dark Fiber. In the event of any such relocation, CITY shall use commercially reasonable efforts to minimize any service interruptions.

11.3 CITY shall notify Customer in writing of Customer's Proportionate Share of the Costs of relocation. If Customer consents to the relocation, then Customer shall be responsible for its Proportionate Share of the Costs of relocation, which will be invoiced to Customer by CITY. If Customer does not consent, then it shall terminate this Agreement with respect to the Dark Fiber that requires relocation, and Customer shall have no further payment obligations with respect to it effective 30 days after Customer provides CITY notice.

ARTICLE 12

OPERATION AND USE OF THE FIBER SYSTEM

12.1 Customer represents, warrants, and covenants that it will use the Dark Fiber in compliance with and subject to all applicable government codes, ordinances, laws, rules and regulations. Notwithstanding anything to the contrary contained herein, Customer shall secure, prior to the IRU Effective Date with respect to each Segment and maintain in full force and effect

during the Term, any and all necessary approvals, consents, rights of way, permits, franchises, licenses or similar approvals from all governmental and other authorities which are necessary or required to be obtained by Customer for the CITY to grant the IRU to Customer and for the use and operation of the Dark Fiber by Customer.

12.2 Subject to the limitations set forth in this Agreement, Customer may use the Dark Fiber for lawful broadband purposes including, but not limited to voice, data and video transmission services. Customer agrees and acknowledges that it has no right to use any of the fibers that are part of the Fiber System, other than the Dark Fiber secured by this IRU. Customer shall keep any and all of the Fiber System free from any liens, rights or claims of any third party attributable to Customer.

12.3 Customer and CITY shall promptly notify each other of any matters pertaining to, or the occurrence (or impending occurrence) of, any event which would be reasonably likely to give rise to any damage or impending damage to or loss of the Fiber System, or traffic thereon, that are known to such Party. Customer and CITY each agree to cooperate with and support the other in complying with any requirements applicable to their respective rights and obligations hereunder.

12.4 Customer shall not use its broadband systems in a way that interferes in any way with or adversely affects the use of the fibers or cable of any other person using the Fiber System. Customer acknowledges that the Fiber System includes or will include other participants, including the CITY and other owners and users of broadband systems.

12.5 If Customer elects to abandon use of the Dark Fiber after the first 20-year term of this agreement, it shall notify CITY in writing of the effective date of the abandonment. Customer will not be entitled to a refund of any portion of the prepaid IRU Fee. After the date of abandonment, Customer's liability for Maintenance Fees with respect to the abandoned route miles will end ninety (90) days from the date that Customer delivers written notice of abandonment to CITY. Customer will remain liable for all fees associated with returning Dark Fiber to its initial state, as it was prior to Customer Interconnections and prior to customer purchase of Dark Fiber.

ARTICLE 13

INDEMNITY

Customer shall indemnify and hold harmless the CITY, its Affiliates, and all officers, directors, employees, stockholders, partners and agents of the CITY and its Affiliates ("Indemnified Parties") from and against any and all claims, demands, costs, damages, losses, liabilities, joint and/or several, expenses of any nature including reasonable attorneys', accountants', and experts' fees and disbursements, and judgments, fines, settlements and other amounts ("Damages") arising from any and all civil, criminal, administrative or investigative claims, demands, actions, suits or proceedings ("Claims") relating to or arising out of:

- (a) Any failure of Customer to observe or perform the terms and provisions of this Agreement;

- (b) Any failure of any representation or warranty made by Customer herein to be true in any material respect as of the date made or deemed made;
- (c) Any Claim of any third party resulting from the negligence or willful misconduct of Customer; and
- (d) Any Claim of any customer of Customer.

The Indemnified Parties shall promptly notify Customer of the nature and amount of such Claim and the method and means proposed by the Indemnified Parties for defending or satisfying such claim. The Indemnified Parties shall consult with the Customer respecting the defense and satisfaction of such claim, including the selection of and direction to legal counsel, and the Indemnified Parties shall not pay or settle any such claim without the prior written consent of the Customer, which consent shall not be unreasonably withheld. Nothing herein contained shall be construed as prohibiting the Indemnified Parties from retaining their own legal counsel and defending any actions or suits brought against them and, in such event, the Indemnified Parties shall be liable for all costs and fees incurred solely in the defense of any such claim, demand or suit. The Indemnified Parties will coordinate any defense with Customer.

ARTICLE 14

LIMITATION OF LIABILITY

CITY'S LIABILITY HEREUNDER SHALL NOT EXCEED THE UNUSED PORTION OF THE IRU FEE, IF ANY, BASED ON THE TIME PERIOD REMAINING IN THE TERM OR ANY RENEWAL TERM WHEN THE EVENT GIVING RISE TO LIABILITY OCCURS. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, NO PARTY HERETO SHALL BE LIABLE TO THE OTHER PARTY FOR INDIRECT SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES RESULTING FROM A PARTY'S PERFORMANCE OR FAILURE TO PERFORM ANY TERM OR PROVISION OF THIS AGREEMENT, REGARDLESS OF WHETHER SUCH CLAIM IS MADE UNDER THEORIES OF CONTRACT OR THEORIES OF TORT (INCLUDING STRICT LIABILITY).

ARTICLE 15

INSURANCE

15.1 Following the Acceptance Date, Customer is required to provide a minimum limit of \$1,000,000 for General Liability insurance coverage. This will provide coverage for any property damage or bodily injury as a result of work related to the fiber provided to customer in this Agreement.

15.2 Customer is also required to name the City of Decatur as additional insured on the policy. The policy will need to remain in effect as long as the Customer utilizes the fiber optic strands outlined by this contract.

ARTICLE 16

TAXES, FEES AND OTHER IMPOSITIONS

16.1 The parties acknowledge and agree that it is their mutual objective and intent to (a) minimize the aggregate Impositions payable with respect to the Fiber System, and (b) share such Impositions according to their respective interests in the Fiber System. They agree to cooperate with each other and coordinate their efforts to achieve such objectives in accordance with the provisions of this Article.

16.2 CITY shall be responsible for and shall timely pay any and all Impositions imposed or assessed prior to the Acceptance Date.

16.3 Following the first Acceptance Date, Customer shall be responsible for and shall pay (a) all Impositions imposed on, based on, or otherwise measured by the gross receipts, gross income, net receipts or net income received by or accrued to Customer with respect to the use of the Dark Fiber; or (b) all Impositions which have been separately assessed, allocated to, or imposed on the Dark Fiber including, but not limited to ad valorem property taxes and the Third Party Obligations. If the Dark Fiber is the only fiber located in a Cable from the point where the Cable leaves the Fiber System right-of-way to a Customer POP, Customer shall be solely responsible for any and all Impositions imposed on or with respect to such portion of the Fiber System. To the extent such Impositions are not separately assessed, allocated to or imposed on the Dark Fiber, CITY will pay, or request concurrent payment by CITY and Customer of, all such Impositions. CITY shall notify Customer of such Imposition, and Customer shall promptly reimburse CITY for (or pay concurrently) Customer's share of all such Impositions, which shall be determined as follows:

- (a) To the extent that such Impositions are calculated based on the revenue, projected revenue, receipts, income or profits of Customer or its Affiliates, Customer will be responsible for the portion of the amount of such Impositions as is calculated based on the revenue, projected revenue, receipts, income or profits of Customer or its Affiliates;
- (b) To the extent that such Impositions are calculated based on the revenue, projected revenue, receipts, income or profits of CITY or its Affiliates, CITY will be responsible for the portion of the amount of such Impositions as is calculated based on the revenue, projected revenue, receipts, income or profits of CITY or its Affiliates;
- (c) Otherwise, Customer will be responsible for its Proportionate Share of the Impositions and CITY will be responsible for its Proportionate Share of the Impositions.

16.4 CITY shall have the right to contest any Imposition (including by nonpayment of such Imposition). The out-of-pocket costs and expenses incurred by CITY in any such contest shall be shared by CITY and Customer in the same proportion as to which the parties would have shared in such Impositions as they were assessed. Any refunds or credits resulting from a contest brought pursuant to this Section 16.4 shall be divided between CITY and Customer in the same

proportion as separately determined or as originally assessed. In any such event, CITY shall provide timely notice of such challenge to Customer.

16.5 CITY and Customer agree to cooperate fully in the preparation of any returns or reports relating to the Impositions. CITY and Customer further acknowledge and agree that the provisions of this Article are intended to allocate the Impositions on procedures and methods of computation that are in effect on the date of this Agreement. Material changes in such procedures and methods could significantly alter the fundamental economic assumptions of the parties underlying this Agreement. Accordingly, the parties agree that, if such procedures or methods of computation change materially, the parties will negotiate in good faith an amendment to this Article 16 to preserve, to the extent reasonably practicable, the economic intent and effect of this Article.

ARTICLE 17

NOTICES

Unless otherwise stated herein, all notices and other communications required or permitted under this Agreement shall be in writing and shall be given by United States first class mail, postage prepaid, registered or certified, return receipt requested, or by hand delivery (including by means of a professional messenger service or overnight mail) addressed as follows:

If to Customer:

For Administrative/Payment Notices:

**Central Illinois Regional Dispatch Center
1078 W Rotary Way
Decatur, Illinois 62521**

For Legal Notices:

**Central Illinois Regional Dispatch Center
1078 W Rotary Way
Decatur, Illinois 62521**

If to CITY:

For Dark Fiber Acceptance or Rejection notice:

**City of Decatur
Information Technology Director
#1 Gary K. Anderson Plaza
Decatur, Illinois 62523**

For Payments:

**City of Decatur
Accounts Receivable
#1 Gary K. Anderson Plaza
Decatur, IL 62523**

For Legal Notices:

**City of Decatur
Attn: Legal Department
#1 Gary K. Anderson Plaza
Decatur, IL 62523**

With a copy to:

**City of Decatur
ATTN: Information Technology Director
#1 Gary K. Anderson Plaza
Decatur, IL 62523**

Any such notice or other communication shall be deemed to be effective when actually received or refused. Either Party may by, similar notice given, change the address to which future notices or other communications shall be sent.

ARTICLE 18

CONFIDENTIALITY

18.1 Each party, including its agents and subcontractors, to this Agreement may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this Agreement. Each party recognizes and acknowledges that the Parties are each subject to the laws of the State of Illinois and the Freedom of Information Act and, as such, will comply with the provisions of the Act as required by law. Customer information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. Any request for documents related to this Agreement shall be provided to the other Party in sufficient time for an objection to disclosure of the requested documents to be made. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law, either during the period of the contract or thereafter. The Parties must return any and all confidential data collected, maintained, created or used in the course of the performance of the Agreement, in whatever form it is maintained, promptly at the end of the Agreement, or earlier at the request of either Party, or notify the Party of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party, received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party, now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party, or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

ARTICLE 19

DEFAULT

19.1 The following events shall constitute (Events of Default), the occurrence of which shall constitute a material breach of this Agreement and entitle the non-defaulting party to seek the rights and remedies available to it under the terms of this Section 19, Default:

- (a) Failure by Customer to pay any amount when due and such failure is not cured within thirty (30) calendar days following receipt of written notice of such failure, or
- (b) Failure by either party to observe or perform any other material obligation under this Agreement when such failure shall continue for a period of thirty (30) calendar days (or such longer period as may be agreed upon by the parties in writing; provided that the defaulting party commences to cure such failure within such thirty (30) calendar day period and thereafter diligently pursues such cure) after written notice.

19.2 Rights and Remedies of Customer. Upon the occurrence of an Event of Default by or with respect to the CITY, Customer shall be entitled to terminate this Agreement.

19.3 Rights and Remedies of the CITY. Upon the occurrence of an Event of Default by or with respect to Customer, the CITY shall have the right to: (i) terminate the Agreement; (ii) recover actual amounts owed by Customer to the CITY that accrued on or prior to the date of termination; and/or (iii) recover Damages. In addition to the foregoing, Customer shall be deemed to have abandoned the Dark Fiber, and to have conveyed to CITY all right, title and interest in and to the Dark Fiber. Customer shall provide to the CITY a bill of sale or such other documents as may be reasonably necessary to evidence such abandonment and/or conveyance.

19.4 Notwithstanding anything to the contrary contained in this Agreement, Customer's sole and exclusive remedy for any failure by the CITY to deliver the Dark Fiber by the Anticipated Completion Date shall be limited to those contained in this Section 19.4. In the event the CITY shall have failed to deliver the Dark Fiber within ninety (90) days after the Anticipated Completion Date (as such date may be extended by Events of Force Majeure or under the terms of this Agreement), then Customer may terminate this Agreement with respect to such Segment and receive a refund of the Initial Payment allocable to such Segment. If Customer elects to so terminate, neither Party shall have any further duties or obligations to the other Party (except for the CITY'S obligation to so refund the allocable Initial Payment) under this Agreement with respect to such cancelled Segment. In the event the CITY shall have failed to deliver the Dark Fiber in any Segment within twelve (12) months after the Effective Date, then this Agreement shall automatically terminate with respect to such Segment and CITY shall refund to Customer the Initial Payment with respect to such Segment, and the CITY shall have no further duties or obligations hereunder with respect to such Segment.

ARTICLE 20

TERMINATION

Upon termination of this Agreement, the IRU shall immediately terminate and all rights of Customer hereunder to use the Fiber System shall cease, all rights hereunder to the use of the Fiber System shall revert to the CITY, and the CITY shall owe Customer no further duties, obligations or consideration. Customer shall, within thirty (30) days of such termination, remove from any CITY facilities, all Customer property, equipment and materials used in connection with the Dark Fiber. Customer shall accomplish such removal at Customer's sole expense, under CITY'S supervision and in a manner that does not damage the Fiber System. Customer shall be responsible for any damage caused by such removal. If Customer fails to remove its property within such period, the property shall be deemed abandoned and the CITY shall dispose of the same in any manner it deems reasonably appropriate, at Customer's expense. Termination of this Agreement shall not affect the rights or obligations of either Party that have arisen before the date of termination or expiration.

ARTICLE 21

ASSIGNMENT AND TRANSFER RESTRICTIONS

21.1 Subject to Section 21.2 below, Customer may not transfer or assign all or any part of its interest under this Agreement, or delegate any duties, burdens, or obligations arising hereunder, without the CITY'S consent, which consent may be given or withheld in CITY'S sole and absolute discretion. A transfer or assignment in violation of this Article 21 shall constitute a material breach of this Agreement.

21.2 Notwithstanding the arrangements permitted under this Article 21, Customer acknowledges and agrees that Customer shall not sell, lease, IRU or otherwise transfer any interest in the Dark Fibers to a third party. The Parties understand and agree that the CITY would not have entered this Agreement but for the provisions in this section 21.2.

ARTICLE 22

REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGMENTS

22.1 By execution of this Agreement, each Party represents and warrants to the other:

(a) That the representing Party has full right and authority to enter into and perform this Agreement in accordance with the terms hereof and thereof, and that by entering into or performing this Agreement, the representing Party is not in violation of its charter or bylaws, or any law, regulation or agreement by which it is bound or to which it is subject;

(b) That the execution, delivery and performance of this Agreement by such Party has been duly authorized by all requisite corporate action, that the signatories for such Party hereto are authorized to sign this Agreement, and that the joinder or consent of any other party,

including a court or trustee or referee, is not necessary to make valid and effective the execution, delivery and performance of this Agreement by such Party.

22.2 CUSTOMER ACKNOWLEDGES THAT, EXCEPT AS SET FORTH IN THIS AGREEMENT THE CITY MAKES NO WARRANTY, REPRESENTATION OR INDEMNITY, EXPRESS OR IMPLIED, WITH RESPECT TO THE DARK FIBER, THE FIBER SYSTEM, THE ASSOCIATED PROPERTY, ANY CITY FACILITIES OR ANY WORK PERFORMED UNDER THIS AGREEMENT, INCLUDING ANY AND ALL WARRANTIES OF DESIGN, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE, AND CUSTOMER HEREBY EXPRESSLY WAIVES AND DISCLAIMS ALL SUCH WARRANTIES, REPRESENTATIONS AND INDEMNITIES. THE WARRANTIES SET FORTH IN THIS AGREEMENT CONSTITUTE THE ONLY WARRANTIES MADE BY THE CITY TO CUSTOMER WITH RESPECT TO THIS AGREEMENT AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED. For the avoidance of doubt, nothing contained in this Section 22.2 shall be in conflict with CITY'S responsibility to maintain the Fiber System as further described in Article 10 such that the Dark Fibers are operating in conformity with the applicable specifications as further described in Exhibit B.

ARTICLE 23

GENERAL

23.1 Binding Effect. This Agreement, and each of the Parties' respective rights and obligations under this Agreement, shall be binding on and shall inure to the benefit of the Parties hereto and each of their respective permitted successors and assigns.

23.2 Waiver. The failure of either Party hereto to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.

23.3 Choice of Law/Forum. This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

23.4 Rules of Construction. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement or as amplifying or limiting any of its content. Words in this Agreement which import the singular connotation shall be interpreted as plural, and words which import the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require.

(a) Unless expressly defined herein, words having well known technical or trade meanings shall be so construed. All listing of items shall not be taken to be exclusive, but shall include other items, whether similar or dissimilar to those listed, as the context reasonably requires.

(b) Except as set forth to the contrary herein, any right or remedy of Customer or the CITY shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.

(c) This Agreement has been fully negotiated between and jointly drafted by the Parties.

(d) All actions, activities, consents, approvals, and other undertakings of the Parties shall be performed in a reasonable and timely manner, it being expressly acknowledged and understood that time is of the essence in the performance of obligations required to be performed by a date expressly specified herein. Except as specifically set forth herein, for the purpose of this Agreement the standards and practices of performance within the telecommunications industry in the relevant market shall be the measure of a Party's performance.

23.5 Entire Agreement. This Agreement constitutes the entire and final agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits and Attachment referred to herein are integral parts hereof and are hereby made a part of this Agreement. To the extent that any of the provisions of the attached Exhibits hereto are inconsistent with the other express terms of this Agreement, the terms of Exhibits shall prevail. This Agreement may only be modified or supplemented by an instrument in writing executed by an authorized representative of each Party and delivered to the Party relying on the writing.

23.6 Relationship of the Parties. The relationship between Customer and the CITY shall not be that of partners, agents, or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including, but not limited, to federal income tax purposes. Customer and the CITY, parties and shall discharge their contractual obligations at their own risk subject, however, to the terms and conditions hereof.

23.7 Severability. If any term, covenant, or condition contained herein is, to any extent, held invalid or unenforceable in any respect under the laws governing this Agreement, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

23.8 Counterparts and Facsimile. This Agreement may be executed by facsimile and in one or more counterparts, all of which taken together shall constitute one and the same instrument.

23.9 Technical Contacts. Exhibit C (attached hereto and incorporated by reference) documents technical contacts including levels of problem escalation for the CITY and for the Customer.

In confirmation of their consent and agreement to the terms and conditions contained in this Agreement and intending to be legally bound hereby, the Parties have executed this Agreement as of the date first above written.

**City of Decatur
An Illinois Municipality**

by _____

Date:

Name: Julie Moore Wolfe

Title: Mayor

Central Illinois Regional Dispatch Center

by _____

Customer FEIN# 82-2444977

Date:

Name: Jonathan D. Thomas

Title: Executive Director

EXHIBIT A

Route Description

Route Description: Customer IRU fiber leaves the Law Enforcement Center located at 333 S Franklin Street, Decatur, IL 62523 ("A" Endpoint), runs north on South Franklin Street to Wood Street where it turns east and then turns north on Martin Luther King (MLK) Jr Drive to a manhole at the corner of MLK Jr Drive and East North Street where it turns West on North Street and then North on Jackson Street where it enters the Decatur Civic Center and goes to the City's Data Center on the second Floor. The IRU Fiber then exits the Decatur Civic Center following the same entry path all the way back to the Manhole on MLK Jr Drive and East North Street where it turns North up MLK Jr Drive. The IRU Fiber continues north and then turns west on Division Street and then turns south down an alley where it enters Firehouse 1 and goes to a wiring closet inside the Firehouse. The fiber leaves the Firehouse following the same path it entered all the way back to MLK Jr Drive and Division Street. The IRU fiber continues North on MLK Jr Drive and then turns East on Garfield Avenue and then northeast up Leader Avenue to Jasper Street where it turns north and goes to a ground box West of the City of Decatur Municipal Services Center (MSC) located at 2600 N. Jasper Street. The IRU fiber then turns east and enters the MSC building to a main wiring closet. The IRU fiber then travels north through the MSC building where it enters a buried 4" conduit that goes to the Tower Building at GPS coordinates -88.938661, 39.871470 Decimal Degrees ("Z" Endpoint).

Anticipated Completion Date: To Be Determined

IRU Fee: \$9,000 (US dollars)

Fiber Splicing: \$990 (US dollars)

Route Miles: 4.5 miles

Total IRU Strands Allocated to Customer: 2

IRU Fiber Maintenance Fee: \$36 per year per fiber strand mile (9 miles). The Fiber Maintenance period will start on the fiber acceptance date recorded in Exhibit E (attached hereto and incorporated by reference) and payable at the start of the maintenance period totaling \$324 annually. The IRU Fiber Maintenance Fee shall be adjusted annually in accordance with Article 10.1 of this Agreement.

Total Due to CITY on day of IRU contract execution: \$10,314 (IRU Fee + Fiber Splicing + Year 1 Maintenance)

Equipment: CITY will not provide any equipment, optronics, patch cables or the like to connect the IRU fiber to the ICN at the Richland POP or the Customer end of this circuit.

EXHIBIT B

Fiber Specifications / Acceptance Testing

1. Fiber Specifications.

- a. The maximum bi-directional average splice loss shall not exceed 0.15 dB.
- b. All splices shall be sealed in water proof splice enclosures.
- c. Attenuation at 1310 nm = 0.35 dB/km max
- d. Attenuation at 1550 nm = 0.25 dB/km max
- e. Connector loss shall not exceed 0.5dB per connector
- f. Fiber will meet or exceed Corning Single Mode Fiber SMF-28 Specifications
- g. Event Reflectivity (Minimum ORL) should not exceed 27 dB.

2. Fiber Acceptance Testing. CITY Contractor will conduct the following tests as part of its Acceptance Test Plan:

- Non-destructive Attenuation Tests (End to End)
- Optical Time Domain Reflectometer Tests (OTDR)

Fiber acceptance testing will be performed to ensure that the fibers will operate within the parameters of the Specifications set forth in this Exhibit B.

a. More specifically, fiber acceptance testing will include the following:

- Continuity Uniformity Tests:
All fibers shall be tested bi-directionally at 1310 nm or 1550 nm, as applicable, with an OTDR; the subsequent traces shall be inspected for end-to end continuity and for uniform attenuation. These traces will be attached to an email or contained on a removable storage drive.
- Optical Length:
The OTDR will be used to determine the end-to end optical length of the cable.
- Splice Loss:
Splice loss will be measured bi-directionally with an OTDR using the Splice Loss average method.
- End-to-End Loss:
Using a light source and a power meter, the bi-directional, connector-to-connector attenuation will be measured for each fiber at 1310 nm and 1550 nm, as applicable. The acceptance average attenuation per kilometer on a per span basis shall be the attenuation set forth by this agreement.
 - a. The end-to-end value as measured with an industry-accepted laser source and power meter should have an attenuation rating of less than or equal to the following:

- (1) At 1310 nm: (0.35dB/km x km of cable) +

(number of connectors x 0.50) +
(number of splices x 0.10)

(2) At 1550 nm: (0.25 dB/km x km of cable) +
(number of connectors x 0.50) +
(number of splices x 0.10)

b. The CITY'S loss / attenuation objective for each fiber optic splice is 0.10 dB
(with a 0.15 upper limit) when measured in one direction with an OTDR test
set (excluding connector loss, which is typically 0.50 dB per connector)

3. Out-of-Spec Testing. Test results outside the specifications listed above shall be noted but shall not preclude acceptance of a fiber if the out-of-spec condition does not affect transmission capability (based on use of then-prevailing telecommunications industry standards applicable to equipment generally used with the relevant type of fiber) or create a significant possibility of an outage.

EXHIBIT C

Technical Contacts

City of Decatur

CITY escalation list:

First Level:

IT Support Help Desk
Desk: 217-424-2703

Second Level:

I T Network Systems Administrator
Desk: 217-450-2243
Mobile: 217-TBD

Third Level:

Information Technology Department Director
Desk: 217-450-2236
Mobile: 217-855-8715

Customer

Customer escalation list:

First Level:

Name: Tyler Murray
Desk: 217-424-1002 x205
Mobile:

Second Level:

Name: Jon Thomas
Desk: 217-424-1002 x203
Mobile: 217-519-3974

Third Level:

Name:
Desk:
Mobile:

EXHIBIT D

Maintenance Specifications and Procedures

The Party receiving maintenance services from CITY hereunder shall be referred to herein as the "Customer". All other capitalized terms not otherwise defined herein shall have their respective meanings as set forth in the Agreement of which this Exhibit forms a part.

1. MAINTENANCE.

(a) Scheduled Maintenance. Routine maintenance and repair of the Fiber System described in this Section 1 shall be performed by or under the direction of CITY, at CITY'S reasonable discretion. Scheduled Maintenance shall include the following activities:

- (i) Patrol of CITY System route on a reasonable routine basis;
- (ii) Maintenance of a "Call-Before-You-Dig" program and all required and related cable locates;
- (iii) Maintenance of signposts along the CITY Fiber System right-of-way;
- (iv) Assignment of fiber maintenance employees or subcontractors to locations along the Fiber System at intervals dependent upon terrain, accessibility, locate ticket volume, etc. CITY shall decide the staffing of fiber maintenance employees for the Fiber System; and
- (v) CITY shall have qualified representatives on site any time CITY has reasonable advance knowledge that another person or entity is engaging in construction activities or otherwise excavating within five (5) feet of the Fiber System.

(b) Unscheduled Maintenance. Non-routine maintenance and repair of the Fiber System, which is not included as Scheduled Maintenance, shall be performed by or under the direction of CITY. Unscheduled Maintenance shall commence upon the Acceptance Date of the Agreement. Unscheduled Maintenance shall consist of:

- (i) "Emergency Unscheduled Maintenance" in response to a fiber system alarm triggered by the CITY IT Help Desk' or notification by any third party of any failure, interruption or impairment in the operation of the Fiber System, or any event imminently likely to cause the failure, interruption or impairment in the operation of the Fiber System.
- (ii) "Non-Emergency Unscheduled Maintenance" in response to any potential service-affecting situation to prevent any failure, interruption or impairment in the operation of the Fiber System.

Customer shall immediately report the need for Unscheduled Maintenance to the CITY in accordance with procedures promulgated by the CITY from time to time. CITY IT Help Desk will log the time of Customer's report, verify the problem and dispatch personnel immediately to take corrective action.

2. CITY IT HELP DESK. CITY shall operate and maintain an Information Technology Help Desk capable of receiving Fiber System alarms twenty-four (24) hours a day, seven (7) days a week. CITY'S maintenance employees or subcontractors shall be available for dispatch twenty-four (24) hours a day, seven (7) days a week. CITY shall have its first maintenance employee at the site requiring Emergency Unscheduled Maintenance activity within two (2) hours after the time CITY becomes aware of an event requiring Emergency Unscheduled Maintenance, unless delayed by circumstances beyond the reasonable control of the CITY. CITY personnel shall dispatch maintenance and repair personnel to handle and repair problems detected in the CITY Alert System.

3. COOPERATION AND COORDINATION.

(a) Customer shall utilize an Escalation List, as updated from time to time, to report and seek immediate action on exceptions noted in the performance of the CITY IT resources in meeting maintenance service objectives.

(b) Customer will, as necessary, arrange for escorted access for CITY to all sites of the Fiber System, subject to applicable contractual, underlying real property and other third-party limitations and restrictions.

(c) In performing its services hereunder, the CITY shall take workmanlike care to prevent impairment to the signal continuity and performance of the Fiber System. The precautions to be taken by the CITY shall include notifications to Customer. In addition, the CITY shall reasonably cooperate with Customer in sharing information and analyzing the disturbances regarding the cable and/or fibers. In the event that any Scheduled or Unscheduled Maintenance hereunder requires a traffic roll or reconfiguration involving cable, fiber, electronic equipment, or regeneration or other facilities of the Customer, then Customer shall, at CITY'S reasonable request, make such personnel of Customer available as may be necessary in order to accomplish such maintenance, which personnel shall coordinate and cooperate with CITY employees in performing such maintenance as required of the CITY hereunder.

(d) The CITY shall notify Customer(s) at least seven (7) days prior to the date in connection with any Maintenance Window of any Scheduled Maintenance and as soon as possible after becoming aware of the need for Unscheduled Maintenance. Customer shall have the right to be present during the performance of any Scheduled Maintenance or Unscheduled Maintenance so long as this requirement does not interfere with the CITY'S ability to perform its obligations under this Agreement. In the event that Scheduled Maintenance is canceled or delayed for whatever reason as previously notified, the CITY shall notify Customer at the CITY'S earliest opportunity and will comply with the provisions of this Section.

4. FACILITIES.

(a) CITY shall maintain the Fiber System in a manner, which will permit Customer's use. All common systems within facilities along the CITY Fiber System shall be maintained in accordance with manufacturer's specifications, to include battery plants, generators, and HVAC units.

(b) Except to the extent otherwise expressly provided in the Agreement, Customer will be solely responsible for providing and paying for any and all maintenance of all electronic, optronic

and other equipment, materials and facilities used by Customer in connection with the operation of their Dark Fibers, none of which is included in the maintenance services to be provided hereunder.

5. FIBER OPTIC CABLE/FIBERS.

(a) The CITY shall perform appropriate testing on the fiber optic cable contained in the Fiber System in accordance with CITY'S then current preventative maintenance procedures as agreed to by Customer, which shall not substantially deviate from standard industry practice.

(b) The CITY shall maintain sufficient capability to teleconference with Customer during Emergency Unscheduled Maintenance in order to provide regular communications during the restoration process. When correcting or repairing fiber optic cable discontinuity or damage, including but not limited to, an event of Emergency Unscheduled Maintenance, CITY staff shall arrive on site within two (2) hours of learning of traffic affecting discontinuity and effect repair of first fiber within six (8) hours after the CITY maintenance employee's arrival at the problem site. In order to accomplish such objective, it is acknowledged that the repairs so effected may be temporary in nature. In such event, within twenty-four (24) hours after completion of any such Emergency Unscheduled Maintenance, the CITY and/or its contractors shall commence its planning for permanent repair, and thereafter promptly shall notify Customer of such plans, and shall implement such permanent repair within an appropriate time thereafter. Restoration of open fibers on fiber strands not immediately required for service shall be completed on a mutually agreed-upon schedule.

(c) During restoration, the CITY will work to restore all traffic as quickly as possible. The CITY, promptly upon arriving on the site of the cut, shall determine the course of action to be taken to restore the Fiber System and shall begin restoration efforts. The CITY and its contractor(s) shall splice fibers tube by tube or ribbon by ribbon in a logical order with consideration to all lit fibers within the cable.

(d) In performing permanent repairs, including the repair of micro bends and splice work, the CITY shall comply with the splicing specifications as set forth in Exhibit B, and shall take all reasonable steps to ensure that attenuation across the zone of repair satisfies the specifications in Exhibit B. CITY shall provide to Customer any modifications to these specifications as may be necessary or appropriate in any particular instance for Customer's approval, which approval shall not be unreasonably withheld.

(e) CITY'S representatives and /or its contractors who are responsible for initial restoration of a cut fiber optic cable shall carry on their vehicles the typical appropriate equipment that would enable a temporary splice, with the objective of restoring operating capability in as little time as possible. CITY and/ or its contractors shall maintain an inventory of spare fiber optic cable in storage facilities supplied and maintained at strategic locations to facilitate timely restoration.

6. Scheduled Maintenance which is reasonably expected to produce any signal discontinuity shall be scheduled between 12:01 AM and 6:00 AM Central Time. Major system work, such as fiber rolls and hot cuts, will be scheduled for weekends and shall allow work during daylight hours if on a Saturday or Sunday.

7. CITY may subcontract any of the maintenance services hereunder; provided that the CITY shall require the subcontractor(s) to perform in accordance with the requirements and procedures set forth herein. The use any such subcontractor shall not relieve the CITY of any of its obligations hereunder.

(DARK FIBER ACCEPTANCE NOTICE AND SIGNATURE PAGE TO FOLLOW)

EXHIBIT E

Dark Fiber Acceptance Notice

By signature affixed below, the City of Decatur ("CITY") hereby officially notifies the Central Illinois Regional Dispatch Center ("Customer") that the Dark Fiber provided to Customer, pursuant to the IRU Agreement between the CITY and Customer dated February 3, 2020, 2019 ("Agreement"), and has a route described as follows:

Route Description: Customer IRU fiber leaves the Law Enforcement Center located at 333 S Franklin Street, Decatur, IL 62523 ("A" Endpoint), runs north on South Franklin Street to Wood Street where it turns east and then turns north on Martin Luther King (MLK) Jr Drive to a manhole at the corner of MLK Jr Drive and East North Street where it turns West on North Street and then North on Jackson Street where it enters the Decatur Civic Center and goes to the City's Data Center on the second Floor. The IRU Fiber then exits the Decatur Civic Center following the same entry path all the way back to the Manhole on MLK Jr Drive and East North Street where it turns North up MLK Jr Drive. The IRU Fiber continues north and then turns west on Division Street and then turns south down an alley where it enters Firehouse 1 and goes to a wiring closet inside the Firehouse. The fiber leaves the Firehouse following the same path it entered all the way back to MLK Jr Drive and Division Street. The IRU fiber continues North on MLK Jr Drive and then turns East on Garfield Avenue and then northeast up Leader Avenue to Jasper Street where it turns north and goes to a ground box West of the City of Decatur Municipal Services Center (MSC) located at 2600 N. Jasper Street. The IRU fiber then turns east and enters the MSC building to a main wiring closet. The IRU fiber then travels north through the MSC building where it enters a buried 4" conduit that goes to the Tower Building at GPS coordinates -88.938661, 39.871470 Decimal Degrees ("Z" Endpoint).

Has an Acceptance Date of _____, 2022

Accordingly, for purposes of the Agreement, the Acceptance Date shall be the above stated date.

Signed and acknowledged without exception:

**City of Decatur
An Illinois Municipality**

by _____

Date:

Name:

Title:

Central Illinois Regional Dispatch Center

By _____

Date:

Name: Jonathan D. Thomas

Title: Executive Director



Fiber Broadband Service Order
City of Decatur Illinois
1 Gary K. Anderson Plaza
Decatur, Illinois 62523-1196

Customer Name: Central Illinois Regional Dispatch Center

Customer Site ID: DECFIBER - CIRDC/MSC Tower #2

Service Term: 20 years

Service Activation Date: To be determined

City of Decatur Illinois	Customer
City of Decatur Information Technology Dept.	Johnathan Thomas
City of Decatur Illinois	Central Illinois Regional Dispatch Center
1 Gary K. Anderson Plaza	141 S Main St, Suite 810
Decatur, Illinois 62523-1196	Decatur, Illinois 62523
Phone: (217)-424-2703	Phone: (217)424-1002
IT Staff@decaturil.gov	jthomas@cirdc.org

Billing Information	Same As Above
Billing Contact	Jonathan Thomas
Billing Address 1	141 S Main St
Billing Address 2	Suite 810
Billing City, St, ZIP	Decatur, Illinois 62523
Billing Phone	(217)424-1002
Billing Contact e-mail	jthomas@cirdc.org

Non-Recurring Charge - One Time Charges	Unit Cost	Quantity	Extended Cost
2 Fibers (9 Fiber Miles) IRU from LEC to MSC Tower			
Building	\$1,000.00	9.0	\$ 9,000.00
Fiber Splicing and Tower Termination	\$990.00	1	\$ 990.00
Total One Time Charges			\$ 9,990.00

Annual Recurring Charge	Unit Cost	Quantity	Extended Cost
Ongoing Fiber Maintenance per Fiber Mile	\$36.00	9.0	\$ 324.00
			\$ -
Total Recurring Charges			\$324.00

TOTAL THIS SERVICE ORDER-

\$10,314.00

This service order and its recurring charges are subject to terms and conditions of the Indefeasible Right Of Use ("IRU") agreement currently in place between Customer and the City of Decatur. The Service Order may, from time to time, be modified at the Customer's written request and upon approval of the City of Decatur. In the event of a conflict between the IRU and this Service Order, this Service Order shall have precedence over the IRU agreement.

The City of Decatur will bill Customer for the Non-Recurring one time charge immediately after execution of the associated IRU Agreement.

The City of Decatur will commence annual billing of the Annual Recurring Charges after customer acceptance of the fiber which becomes the Service Activation Date. Customer will receive service once maintenance billing starts.

By signing below, you certify that you are authorized to sign on behalf of Customer and that Customer agrees to be bound by the terms and conditions contained herein.

Please note: This is not an invoice. You will be invoiced by the City of Decatur separately. This quote is valid until 7/1/2022

#82-2444977

Customer Acceptance

Customer FEIN (##-#####)

Billing Start Date For Non Recurring Charges

Johnathan D. Thomas

Executive Director

Print Customer Representative Name

Title

Customer Representative Signature

Date

Print City of Decatur Representative Name

Title

City of Decatur Representative Signature

Date

SUBJECT: Resolution Authorizing Agreement with Wiley Interiors for New Office Workstations and Equipment

ATTACHMENTS:

Description	Type
Council Memo	Cover Memo
Resolution	Resolution Letter
Agreement	Backup Material
Backup Material-Drawing	Backup Material

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

DATE: July 18, 2022

TO: Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing Agreement with Wiley Interiors

RECOMMENDATION: Staff recommends the City Council approve the resolution with Wiley Interiors to provide new office and reconfiguration of existing workstations in the economic and community development department.

BACKGROUND: The Economic and Community Development Department added three new staff positions, in addition to, two new American Rescue Plan positions this year in order to provide a high level of outcomes relative to neighborhood revitalization. However, the department does not have enough workstations to accommodate the current staffing levels. Staff is recommending approval of new office and reconfiguration of existing workstations per the attached drawings.

ATTACHMENTS: Resolution, agreement and reconfiguration drawing.

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: It should be noted that DUATS will fund up to \$15,000 and CDBG will fund up to \$25,000 of the total project cost.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT
WITH WILEY INTERIORS**

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

Section 1. That the Agreement, between the City of Decatur, Illinois and Wiley Interiors, for new offices and reconfiguration of existing workstations is hereby, received, placed on file and approved.

Section 2. That the Mayor and City Clerk, or their designee be, and they are hereby, authorized and directed to execute the agreement between the City of Decatur, Illinois and Wiley Interiors.

PRESENTED and ADOPTED this 18th day of July, 2022.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

July 6, 2022

Decatur Civic Center

Mike Pritchett, Decatur Civic Center

Greg Crowe, Planning & Development Manager, David Greenwell, Building Inspection Manager

Project: Quote for New Offices and Reconfiguration of Existing Workstations, Update #2

The following quote is for:

- New furniture in the offices using Premiera PL
- New Action Office workstation items as designated by David in his drawing
- New item delivery and installation labor at prevailing wage scale
- Reconfiguration of existing workstations at prevailing wage scale

Drawing and item list is attached. If the work does not need to be done on the prevailing wage scale, then I can update the quote to reflect standard rates.

PROJECT SUMMARY

FURNITURE	\$ 42,707.11
TEARDOWN/RE-INSTALL EXISTING STATIONS	\$ 7,560.00
DELIVERY/INSTALLATION: NEW ITEMS	\$ 5,880.00
PROJECT TOTAL	\$ 56,147.11

POWER/DATA

Quoted items include power entries, power harnesses in panels with a "G" suffix on the drawing, and duplex electrical receptacles for the workstations. Quote does not include any data cabling or communications/data ports in the workstations. The panels with a "G" suffix have a knockout where your IT vendor can place a communications/data port.

Power for the workstations adjacent to walls comes from base power entries that connect to building power through wall outlets. The four workstations in the back area that are not next to a wall are powered through a power pole, with the connection to building power in the ceiling. The intake station and large office are powered from wall outlets.

You will need an electrician to connect the supplied power entries to building power. Once the electrician has connected the power entry, my installers can connect the rest of the power components in the panels. Your IT staff or vendor will need to supply and run data cabling along with data ports. My installers can coordinate with the electrician and data vendors during installation.

APPROVAL

City of Decatur Purchase Order or Applicable Approval Document

Signature

Print Name

Date

Approval/PO Number (if needed)

Purchase order or equivalent approval document can be used in lieu of signing this quote.

Deposit Needed: Deposit is not needed on this order

LEAD TIME

Herman Miller lead time is currently estimated at 6 to 8 weeks to my warehouse after order is received at the manufacturer. Premiera lead times are dependent on what items they are stocking. Premiera in-stock items have a 3 to 4 week lead time. Out of stock items can have a 6 to 12 week lead time, depending on the finish. Wiley Office operations staff will contact you after receiving the furniture to coordinate delivery.

The manufacturer controls the lead time on the furniture and determines the shipping method. There is not an expedited shipment method available.

TERMS

50% deposit at time of order unless otherwise specified. Certain manufacturers may require prepayment or a larger deposit. Balance due Net 15 unless otherwise specified. Furniture held at my warehouse due to client issues (not ready, construction delays, etc.) will be invoiced upon furniture arrival. Items can be held at Wiley Office warehouse for up to 30 days without storage charges. Storage will be chargeable after 30 days. A series of agreed upon progress payments in required for large projects, with 5% retainage withheld while resolving punchlist items.

SALES TAX

All orders are subject to sales tax at the current City of Springfield rate unless there is a State of Illinois sales tax exemption number (issued by the Illinois Department of Revenue) on file. State of Illinois public entities are not subject to Illinois sales tax.

VALID QUOTE

This quote is valid for 30 days, unless there is a current commercial, governmental, educational or healthcare contract in place. After 30 days, prices are subject to change based on manufacturer price increases or other market conditions such as tariffs and surcharges.

DELIVERY AND INSTALLATION

Delivery and installation services are quoted for regular working hours (between 8am and 5pm, Monday through Friday). Work outside those hours is subject to overtime rates, if a crew is available. Additional delivery/installation tasks outside of the quoted scope of work will be chargeable at standard time and material rates.

Wiley Office Furniture installers will not handle any items other than office furniture. Wiley Office staff will not handle appliances, computers, electronics or other personal items.

Wiley Office staff will not dis-connect or re-connect any wiring or cabling and are not licensed electricians. Electricians and/or data cabling work is the responsibility of the client unless a different arrangement is coordinated with Wiley Office prior to the start of the project.

WARRANTY

Manufacturer's warranty applies to their items. Wiley Office will support those warranties as defined by the manufacturer. Wiley Office Furniture will provide no-charge warranty repair for the first 90 days for all parts and labor on new items, in addition to the manufacturer's warranty. Used furniture does not have warranty and is sold as-is.

RETURNS AND CANCELLATIONS

Product returned within 30 days of delivery/installation not due to Wiley Office mistake or manufacturer defect/mistake will be subject to a 50% to 100% re-stocking charge (depending on the manufacturer). Custom/special order items are not returnable. Returns based on Wiley Office mistake or manufacturer defect/mistake will be replaced at no cost.

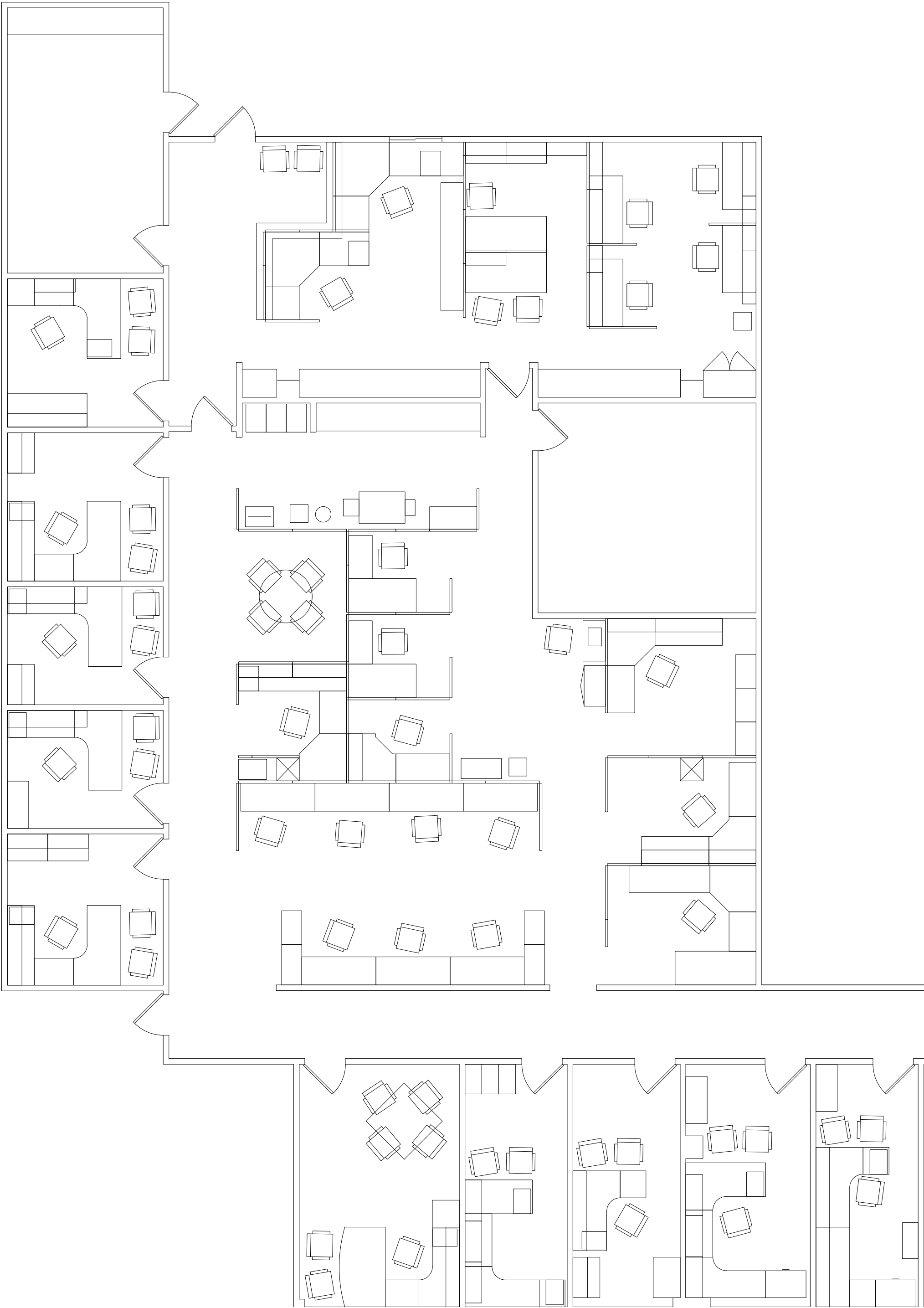
Please contact me with any questions.

Thank you

Zachary Hoffman

Zachary Hoffman

Dealer Principal, Vice-President



DATE: 7/8/2022

MEMO: 2022-40

TO: Mayor Julie Moore Wolfe and City Council

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

SUBJECT:

**Resolution Authorizing a Professional Engineering Services Agreement with Crawford, Murphy, Tilly to Provide Final Design Engineering Services for the South Water Treatment Plant Upgrades, Chemical Systems
City Project 2022-02**

SUMMARY RECOMMENDATION:

It is recommended that Council adopt the attached resolution authorizing a Professional Engineering Services Agreement with Crawford, Murphy, and Tilly (CMT) for final design services for the South Water Treatment Plant Upgrades, City Project 2022-02, for a fee not to exceed \$809,870.00.

COUNCIL PRIORITY GOALS:

This project works to address the City Council's Priority Goal #6, Key Implementation Strategy #4: Increase Decatur's water supply.

BACKGROUND:

In 2021, the City Council conducted two study sessions dealing with water supply, watershed management, water treatment and water distribution issues. Several decisions came out of the sessions including a multi-year rehabilitation effort of the Water Utility's assets. The Sustainability Plan, completed in 2021, had identified the South Water Treatment Plant (SWTP) chemical feed and electrical systems in the greatest need. In total, the plan identified 73 million in immediate and short-term improvements.

Request for Qualification and Proposals

The City advertised a request for qualifications and proposals (RFQP) on February 23, 2022 and received five proposals from qualified firms. The City short listed CDM Smith, CMT, Donohue and Associates, and Burns and McDonnell for interviews and the review committee selected CMT as the most qualified firm to negotiate the scope of services. The RFQP was set up to allow one firm to assist the City in a multi-phase engineering services contract.

South Water Treatment Plant Improvements

The Sustainability Plan evaluated the South Water Treatment Plant (SWTP) and provided a condition assessment report for the necessary improvements. The SWTP was constructed in 1988 and although it has had building addition and improvements to meet new regulations and address maintenance issues, most of the 1988 construction is still original to the plant. The sustainability plan listed the following immediate and short term projects to be completed:

Sustainability Plan Project 26 – Replace the Bulk Water Station (just north of the dam)

Sustainability Plan Project 29 – SWTP Caustic and Chlorine Improvements

Sustainability Plan Project 30 – SWTP Chemical System Improvements

Sustainability Plan Project 32 – SWTP Electrical Improvements

Sustainability Plan Project 46 – Raw Water Pump Station Electrical Improvements

Sustainability Plan Project 49 – William Street Pump Station Improvements II

Sustainability Plan Project 50 – William Street Pump Station Valve and Meter Improvements

This project is planned to have a minimum of two phases to address the projects listed above.

Phase 1 will provide specifications and plans for projects 26, 29, 30, 49, and 50 along with a preliminary study and IEPA loan assistance for projects 32 and 46. A future Phase 2 will provide the final design for projects 32 and 46. The construction is staged into two phases to keep the plant in operation and because of the significant variation in the type of work involved.

Phase 1 Projects: It is expected that each of these projects will be bid out and constructed separately.

1. The rehabilitation of the bulk water dispensing station just north of the dam. The project will provide plans and specifications for bid to replace the existing coin and key operated system with a credit card system. The services generally include the following:
 - a. Review of existing background information
 - b. Site visit/kickoff meeting
 - c. Equipment vendor research, evaluation, and presentation
 - d. Prepare 90% design documents, review and incorporate comments
 - e. Prepare final documents to City for bid
 - f. Permit with IEPA
 - g. QA/QC review
2. The rehabilitation of the William Street Pump Station, The project will provide plans and specifications for bid to replace the roof, skylights, valves, HVAC, along with electrical maintenance, and the installation of a new meter vault. The services generally involve the following:
 - a. Review existing background information
 - b. Site visit/kickoff meeting
 - c. Prepare 30% design documents
 - d. Provide value engineering as required
 - e. Prepare 60% design documents
 - f. Prepare 90% design documents
 - g. Prepare final documents for bidding
 - h. Permitting with IEPA

- i. QA/QC review
 - j. Bidding services
 - k. Construction services (are not included in this contract and will be a separate professional services agreement to be negotiated at the time of bid)
3. The rehabilitation of the SWTP chemical feed systems. The project will provide plans and specifications for bid for rehabilitation of the Alum, Carbon Dioxide, Cationic Polymer, Chlorine, Powdered Activated Carbon, Lime Soda Ash, Caustic Soda, Phosphate, Sodium Bisulfate, Fluoride, Chlorine Dioxide feed systems. The services generally include the following:
- a. Review existing background information
 - b. Site Visit/Kickoff Meeting
 - c. Prepare 30% design documents
 - d. Provide value engineering as required
 - e. Prepare 60% design documents
 - f. Prepare 90% design documents
 - g. Prepare final documents for bidding
 - h. Permitting with IEPA
 - i. QA/QC Review
 - j. Bidding services
 - k. Construction services (are not included in this contract and will be a separate professional services agreement to be negotiated at the time of bid)
4. The IEPA SRF Loan Assistance for the Electrical Improvements Project. The work will provide the project plan, cost estimate and loan paperwork assistance as required to receive approval for IEPA low interest loan funding. IEPA loan funding is a good option if the project schedule allows for the typical year review and loan approval process required by the IEPA. The loan rate is typically set lower than the bond market rate and with current interest rates rising it could provide the City with the best funding option in the future. The services generally include the following:
- a. IEPA required project plan and cost estimate
 - b. IEPA loan application environmental checklist
 - c. Public Water Supply Loan Program application
 - d. Financial information checklist
 - e. Other forms required by the IEPA loan approval

Phase 2 Tasks (Future)

If authorized by the City Council at a future date, Phase 2 is proposed to consist of final design and bidding of the electrical improvements at the SWTP and raw water pump station. The services are expected to generally include:

- a. Review existing background information
- b. Site Visit/Kickoff Meeting
- c. Prepare 30% design documents
- d. Provide value engineering as required
- e. Prepare 60% design documents
- f. Prepare 90% design documents

- g. Prepare final documents for bidding
- h. Permitting and QA/QC
- i. Bidding services
- j. Construction services (will be included in a separate professional services agreement to be negotiated at the time of bid)

PRIOR COUNCIL ACTION:

December 2, 2019– City Council approved Resolution R2019-192 for \$428,331 authorizing a professional engineering services agreement with CDM Smith for the Water Utility Long-Term Sustainability Plan, City Project 2018-34.

March 1, 2021– City Council approved Resolution R2021-25 for \$31,500 authorizing Amendment No. 1 to the professional engineering services agreement with CDM Smith for the Water Utility Long-Term Sustainability Plan, City Project 2018-34.

May 10, 2021– City Council had a Study Session on the Lake Decatur Watershed Management Plan.

July 21, 2021– City Council had a Study Session on the Substantiality Plan for the Water Utility.

POTENTIAL OBJECTIONS: None foreseen.

INPUT FROM OTHER SOURCES:

LEGAL REVIEW: The agreement was submitted to the Legal Department on May 23, 2022.

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

BUDGET/TIME IMPLICATIONS:

SCHEDULE: Projects 1-3 are expected to be ready for bid late spring in 2023 and will be bid as three separate projects. Project 4 is planned to be submitted to the IEPA for review in early November. Phase 2 engineering is expected to start late 2022 or early 2023.

This expenditure is included in the Water Non-Lake Capital Bond budget. Staff time is allocated to manage the Agreement. Earliest IEPA loan approval for funding is expected after July 2023, loan funding follows the State of Illinois Fiscal Year.

ATTACHMENTS:

Description	Type
Resolution Authorizing a Professional Engineering Services Agreement with Crawford, Murphy, Tilly to Provide Final Design Engineering Services for the South	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A PROFESSIONAL ENGINEERING SERVICES
AGREEMENT WITH CRAWFORD, MURPHY, TILLY TO PROVIDE FINAL DESIGN
ENGINEERING SERVICES FOR THE SOUTH WATER TREATMENT PLANT
UPGRADES, CHEMICAL SYSTEMS
CITY PROJECT 2022-02**

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

Section 1. That the Professional Engineering Services Agreement for Crawford, Murphy, and Tilly (CMT), presented to the Council herewith as Exhibit 1 and made a part hereof, between the City of Decatur and Crawford, Murphy, Tilly (CMT), and the same is hereby received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and Crawford, Murphy, Tilly (CMT), for a fee not to exceed \$809,870.00.

PRESENTED and ADOPTED this 18th day of July, 2022.

Julie Moore Wolfe, Mayor

Attest:

City Clerk

CITY OF DECATUR
PROFESSIONAL ENGINEERING SERVICES AGREEMENT
FOR
SOUTH WATER TREATMENT PLANT UPGRADES
CITY PROJECT 2022-02

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

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

SCOPE OF WORK

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

SECTION I. GENERAL

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

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

SECTION II. BASIC SERVICES

A. PRELIMINARY DESIGN PHASE.

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

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

B. FINAL DESIGN PHASE.

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

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

2. Approvals of Governmental Entities. Furnish to the City's Representative such documents and design data as may be required for, and assist in the preparation of, the required documents so that the City may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.
3. Adjusted Project Costs. Advise the City's Representative of any adjustments to the latest opinion of probable Project Costs caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications. Project Costs include construction cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, allowances for the relocation of utility facilities and equipment if necessary, and allowances for compensation for damages to properties and interest and financing charges.
4. Contract Document Preparation. Complete preparation of the construction contract documents by filling in the necessary information in Parts I, II, and IV of the City's standard CICC. The Consulting Engineer shall prepare Part 3 "Technical Specification" of the CICC for inclusion in the standard construction contract. The Consulting Engineer shall not alter the City's standard contract document without the permission of the City's Representative. The City's Representative may provide the Consulting Engineer with previously prepared Technical Specifications which may be used as appropriate. The Consulting Engineer shall, to the maximum extent possible, follow the formats for Technical Specifications as provided by the City's Representative.
5. Document Presentation. Furnish paper copies and digital copies of the CICC in the number and format specified in Exhibit A, Scope of Work and present and review the CICC in person with the City as the City's Representative shall direct. The cost of document reproduction shall be considered to be a reimbursable expense and paid in accordance with Section V(C) of this Agreement.
6. Completion Time. The Final Drawings and Specifications shall be completed, submitted and approved by the City's Representative within the time period set forth in Exhibit C, Project Timeline.

C. BIDDING PHASE.

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

1. Assist in Bidding. Assist the City's Representative in obtaining bids for each separate City contract for construction, materials, equipment and services for the Project.
2. Advise Regarding Contractors and Subcontractors. Consult with and advise the City's Representative as to the acceptability of subcontractors and other persons and organizations proposed by the City's Contractors, ("Contractors"), for those portions of the work as to which such acceptability is required by the bidding documents.
3. Consult Regarding Substitutes. Consult with and advise the City's Representative as to the acceptability of substitute materials and equipment proposed by the Contractors when substitution prior to the award of contracts is allowed by the bidding documents.
4. Distribute Plans and Contract Documents to Bidders. Reproduce sufficient copies of the plans and contract documents and make them available to all prospective bidders. The Consulting Engineer shall create a Plan Holder List by recording the business name, contact person name, address, telephone number, fax number and email address of each of the bidders taking a set of

plans and contract documents. The Consulting Engineer shall collect from each of the bidders a payment for the plans equal to the amount of the cost of duplication. The payment from the bidder shall be made to the Consulting Engineer, which shall offset the cost of duplication; said amounts shall not be billed to the City. Alternately, the Consulting Engineer may arrange to have plans and specifications made available to prospective bidders through the services of a plan and specification duplication firm that offers plan distribution services provided that the firm obtains the same bidder information as required of the Consulting Engineer and that no cost for this service be billed to the City.

5. Respond to Questions from Bidders. Receive and respond to questions from prospective bidders during the bidding period. All responses shall be written and shall be provided to all plan holders as listed on the Plan Holder List. Questions received five (5) business days before the bid opening shall be answered. Questions received between four (4) and two (2) business days before the bid opening may be answered provided that a means exists to communicate the answer in writing to all the bidders. Questions received one (1) business day before or on the day of the bid opening shall not be answered. Answers to questions should be distributed to bidders by email, however if a bidder does not have email service the documents may be transmitted by fax.
6. Tabulate and Evaluate Bids, Recommend Award. Prepare and provide to the City's Representative a bid tabulation which shall consist of a listing of all pay items in the contract documents, a listing of the Consulting Engineer's Opinion of Probable Costs, and a listing of the bids for each of the pay items submitted by each of the bidders. The Consulting Engineer shall tabulate the bids on an electronic spreadsheet form provided by the City's Representative. The Consulting Engineer shall assist the City's Representative in evaluating bids or proposals and in assembling and awarding contracts. The Consulting Engineer shall check the bidder's references and performance on prior projects. Based on the Consulting Engineer's evaluation of the bids and the qualifications of the bidders, the Consulting Engineer shall provide to the City's Representative a written recommendation for award of the contract to one of the bidders or recommend other action as may be appropriate. The final selection of the Construction Contractor is the sole responsibility of the City Council.
7. Completion Time. Complete the bidding phase and prepare and submit the recommendation to the City's Representative for the award of the Contract (s) within the time period set forth in Exhibit C, Project Timeline.

SECTION III. CITY'S RESPONSIBILITIES

The City shall,

- A. FURNISH REQUIREMENTS AND LIMITATIONS. Provide all criteria and full information as to the City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, economic parameters and any budgetary limitations; and furnish copies of all design and construction standards which the City will require to be included in the Drawings and Specifications.
- B. FURNISH INFORMATION. Assist the Consulting Engineer by placing at the Consulting Engineer's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- C. FURNISH TECHNICAL INFORMATION. Furnish to the Consulting Engineer, as required for performance of the Consulting Engineer's Basic Services (except to the extent provided otherwise in Exhibit A, "Scope of Work"), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and

inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; all of which the Consulting Engineer may rely upon in performing the Consulting Engineer's services.

- D. SURVEYS AND REFERENCE POINTS. Provide field control surveys and establish reference points and base lines except to the extent provided otherwise in Section II to enable the Contractor(s) to proceed with the layout of the work.
- E. ACCESS TO PROPERTY. Arrange for access to and make all provisions for the Consulting Engineer to enter upon public and private property as required for the Consulting Engineer to perform the Consulting Engineer's services.
- F. REVIEW DOCUMENTS. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consulting Engineer, obtain advice of an attorney, insurance counselor and other consultants as the City's Representative deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consulting Engineer.
- G. OBTAIN APPROVALS AND PERMITS. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- H. ACCOUNTING, LEGAL AND INSURANCE SERVICE. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as the City's Representative may require or the Consulting Engineer may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by the Contractor(s), such auditing service as the City's Representative may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract, and such inspection services as the City's Representative may require to ascertain that the Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work except as otherwise provided in Section II.
- I. NOTIFY THE CONSULTING ENGINEER OF DEFECTS OR DEVELOPMENT. Give prompt written notice to the Consulting Engineer whenever the City's Representative observes or otherwise becomes aware of any development that affects the scope or timing of the Consulting Engineer's services, or any defect in the work of the Contractor(s).

SECTION IV. GENERAL CONSIDERATIONS

- A. SUCCESSORS AND ASSIGNS. The City and the Consulting Engineer each binds their respective partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as below, neither the City nor the Consulting engineer shall assign, sublet, or transfer their respective interests in this Agreements without the written consent of the other. Nothing herein shall be construed as created any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consulting Engineer.
- B. OWNERSHIP OF DOCUMENTS. All drawings, specifications, reports, records, and other work product developed by the Consulting Engineer in connection with this Project are public documents

and, upon payment to the Consulting Engineer, shall remain the property of the City whether the Project is completed or not.

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

D. INSURANCE.

1. Requirement. During the term of this Agreement, at its own cost and expense, the Consulting Engineer shall maintain in full force and effect insurance policies as enumerated below.
2. Policy Form. All policies save for the professional liability shall be written on an occurrence basis. Professional liability insurance can be either claims made or occurrence basis policies.
3. Additional Insured. The City of Decatur and its officers and employees shall be named as additional insured parties on the general liability policy and included as additional insured parties on the automobile liability policy. The City's interests as additional insured parties shall be on a primary and non-contributory basis on all policies and noted as such on the insurance certificates.
4. Qualification of Insurers. All policies will be written with insurance carriers qualified to do business in the State of Illinois rated A-VIII or better in the latest Best's Key Rating Guide.
5. Form of Policy. All policies shall be written on the most current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form.
6. Time of Submission; Certificate of Insurance. At or before the time of execution of this agreement and prior to commencing any work activity on the project, the Consulting Engineer shall provide the City's Representative with certificates of insurance showing evidence the insurance policies noted below are in full force and effect. Consulting Engineer shall give the City's Representative at least 30 days written notice prior to any material change, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be 10 days. The certificates shall be attached hereto as Exhibit E. The Consulting Engineer shall provide any renewal certificates of insurance automatically to the City's Representative at least 30 days prior to policy expiration. The certificate must certify the following:
 - a. Name and address of party insured.
 - b. Name(s) of insurance company or companies.
 - c. Name and address of authorized agent executing such certificate.
 - d. Description of type of insurance and coverage afforded thereunder.
 - e. Insurance policy numbers.
 - f. Limits of liability of such policies and date of expiration of policies.
 - g. To the extent the same is available, insurance company or companies shall further certify that said policies shall not be modified, cancelled or terminated until after written notice to the City's Representative per standard ISO accord form wording and the policy provisions.

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

a. Workers' Compensation:

Coverage A: Statutory Limits

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

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

Personal Injury Liability coverage.

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

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

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

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

E. TERMINATION

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

- F. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS. The Consulting Engineer agrees to abide by and comply with the City's "Equal Employment Opportunity Clause" (attached and marked hereto as Exhibit F and incorporated herein by reference) to the extent that the clause is applicable to this contract.
- G. INDEPENDENT CONTRACTOR STATUS. Nothing contained in this Agreement shall be construed to make the Consulting Engineer an employee or partner of the City. The Consulting Engineer shall at all times hereunder be construed to be an independent contractor.
- H. FEDERAL FUNDING. If Federal Funds are utilized as a source of Project funding, the Consulting Engineer shall abide by the terms of all Federal requirements in the performance of duties hereunder.
- I. AMENDMENT OF AGREEMENT. This Agreement shall be amended or supplemented only in writing and executed by both parties hereto.
- J. HOLD HARMLESS. Consulting Engineer shall indemnify and save harmless the City, its officers and employees against claims for damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and including reasonable attorney's fees incurred by the City or required in any way to be paid by the City, in defense thereof, and shall indemnify and save harmless the City from all claims, demands, suits, actions or proceedings including Worker's Compensation claims, of or by anyone whomsoever, to the extent proximately caused or proximately arising out of negligent acts or omissions to act by Consulting Engineer in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the Consulting Engineer or its subcontractors.
- Insurance coverage specified in this Agreement constitutes the minimum requirements and said requirements shall not lessen or limit the liability of the Consulting Engineer under the terms of the Agreement. The Consulting Engineer shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance that, in the Consulting Engineer's own judgment, may be necessary for the Consulting Engineer's proper protection in the prosecution of the work. Neither Party shall be liable to the other Party for incidental, indirect, special or consequential damages.
- K. COPYRIGHT ASSIGNMENT. The Consulting Engineer assigns to the City any and all of Consulting Engineer's rights under copyright laws for work prepared by the Consulting Engineer, its employees, subcontractors or agents in connection with this Contract, including any and all rights to register said copyright, renewal rights, determination rights and import rights. The Consulting Engineer agrees to execute any additional documents the City may request to effectuate the assignment of said copyright.
- L. NO BID RIGGING, BID ROTATION. The Consulting Engineer certifies, in accordance with Section 33E-11 of the Illinois Criminal Code, that the Consulting Engineer is not barred from bidding on contracts as a result of a violation of either Section 33E-3, Bid Rigging, or Section 33E-4, Bid Rotating, of the Illinois Criminal Code. The Consulting Engineer so certifies in the Non-Collusion Statement, attached and marked herein as Exhibit G and incorporated herein by reference.
- M. NO DELINQUENT TAXES. The Consulting Engineer agrees that it is not delinquent in payment of any and all taxes in any State or any political subdivisions therein and shall so certify in the Affidavit of No Delinquent Taxes, attached and marked herein as Exhibit G, and incorporated herein by reference.
- N. DRUG FREE WORKPLACE. The Consulting Engineer agrees that it shall comply with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et seq. If the Consulting Engineer has twenty-five (25) or more employees or this contract is for more than Five Thousand Dollars (\$5,000.00), the

Consulting Engineer shall provide to the City the Drug Free Workplace Certification attached and marked herein as Exhibit G and incorporated herein by reference.

- O. SEVERABILITY. If any section, terms or provisions of this Agreement or the application thereof shall be held to be invalid or unenforceable, the remainder of each section, subsection, term or provision of this Agreement or the application of the Agreement to the parties, shall not be affected thereby.
- P. TIMELINESS. The Parties recognize and agree that time is of the essence of this Agreement as is consistent with the applicable professional standard of care.

SECTION V. PAYMENT

- A. BASIS OF BILLING. City shall pay the Consulting Engineer for all services rendered under Section II Phases A through F on a Time & Expense basis, not to exceed the amounts indicated in Exhibit A – Scope of Work. Consulting Engineer shall invoice for work completed using the hourly rate schedule included in Exhibit H.

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

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

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

D. PAYMENT FOR WORK COMPLETED

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

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

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

DATED this _____ day of _____, 2022

THE CITY OF DECATUR, ILLINOIS

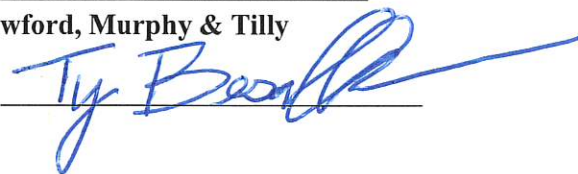
By: _____
Mayor

ATTEST:

City Clerk

CONSULTING ENGINEER FIRM

Crawford, Murphy & Tilly

By:  _____

**EXHIBIT A - SCOPE OF WORK
CITY OF DECATUR
SOUTH WATER TREATMENT PLANT UPGRADES
CITY PROJECT 2022-02**

There are four (4) separate projects.

Prepare plans and specifications, permitting and bidding phase services for the following three (3) projects to be bid separately.

- *Bulk Water Dispensing Station Improvements (Project 1)*
- *William Street Booster Station Improvements (Project 2)*
- *Chemical Feed Systems Improvements (Project 3)*

In addition to the three design projects above, provide State Revolving Fund Loan Assistance, including the preparation of a Project Plan for the future Electrical Improvements Project to be designed in the next phase of work (Project 4).

PROJECT 1 – BULK WATER DISPENSING STATION IMPROVEMENTS

Bulk Water Dispensing Station Improvements Description of Work

- Assist the City in the evaluation and selection of a new operating system.
- Replace coin operated system with credit card operated system.
- Assist the City in developing a means for temporary bulk water dispensing during the transition to the new system

The **Engineering Design Phase Scope of Services** for the **Bulk Water Dispensing Station Improvements** shall consist of the following tasks:

1. **Review existing background information.** Compile and review existing operations information, record drawings and other information as required to understand bulk dispensing operations and prepare for the site visit and kickoff meeting.
2. **Research Potential Equipment Vendors.** Research credit card vendor type equipment and software and determine vendors to make presentation to City.
3. **Site Visit/Project Kickoff Meeting.** Conduct a site visit and project kickoff meeting at the water treatment plant with project team members and City personnel to review and discuss the project scope and collect field data. Items to be discussed at project kickoff meeting include project goals, schedule, construction sequencing/phasing and keeping the plant operational for the duration of the project. Equipment vendors selected for presentations will be discussed and confirmed at this meeting with City staff concurrence prior to scheduling the vendor presentations.

4. **Equipment Vendor Presentations.** Organize, schedule and lead equipment vendor presentations to be conducted either virtually or at the water treatment plant, depending upon staff schedules and availability.
5. **Evaluate Equipment Vendors.** Prepare evaluation criteria and compare vendor equipment capabilities. Prepare draft technical memo for City review.
6. **Technical Memo Review Meeting.** Meet to discuss draft technical memo and discuss pros and cons of various vendors. Determine which vendors will be specified and finalize technical memo.
7. **Prepare 90% Design Documents.** Prepare preliminary drawings and specifications progressing from preliminary discussions from the Technical Memo Review Meeting to the 90% design level. Prepare an Opinion of Probable Construction Cost (OPCC). Submit design documents to City in advance of progress meeting for review.
8. **90% Design Review Meeting.** This meeting will be conducted at the water treatment plant to discuss the design documents to date and the OPCC. The City's review comments will be addressed in addition to any known critical items. At this meeting the OPCC will be discussed along with other items required prior to finalizing the design documents for permitting and bidding.
9. **Prepare Final Design Documents.** Incorporate City review comments and finalize plans, specifications and OPCC as required for permit acquisition and bidding.
10. **Permitting.** Prepare IEPA construction permit application and Engineer's Design Summary for submittal to IEPA for a construction permit. City shall obtain the operating permit(s) upon startup of the new system improvements.
11. **QA/QC Review.** Provide review of calculations, plans and specifications for quality control.
12. **Project Management.** Provide coordination and correspondence between the engineer and City staff and regulatory agency.

Not Included in Scope of Services

Bidding Phase Services

Bulk Water Dispensing Station Improvements Design Engineering Fee **\$69,520**

PROJECT 2 – WILLIAM STREET BOOSTER STATION IMPROVEMENTS

William Street Booster Station Description of Work

- Replace three (3) pump control valves on upper level.
- Replace one (1) fill valve on lower level.
- Roof repair/replacement
- New sky lights (3 fixed and 3 to open to remove pumps)
- Revamp HVAC. New heating system needed (natural gas fueled)
- Conduct Preventative Maintenance for MCC
- Conduct asbestos testing for pipe insulation only. If needed, asbestos removal.
- New flow meter/vault

The **Engineering Design Phase Scope of Services** for the **William Street Booster Station Improvements** shall consist of the following tasks:

1. **Review existing background information.** Compile and review existing operations information, chemical usage data, drawings and other information as required to understand operations and prepare for the site visit and kickoff meeting.
2. **Site Visit/Project Kickoff Meeting.** Conduct a site visit and project kickoff meeting at the water treatment plant with project team members and City personnel to review and discuss the project scope and collect field data. Items to be discussed at project kickoff meeting include project goals, schedule, construction sequencing/phasing and keeping the plant operational for the duration of the project.
3. **Prepare 30% Design Documents.** Prepare preliminary drawings including Floor Plan, Process Equipment, Electrical One Line Diagram and Process & Instrumentation Diagrams. Develop a list of specifications that will be required. Prepare an Opinion of Probable Construction Cost (OPCC). Submit design documents to City in advance of progress meeting for review.
4. **30% Design Review Meeting.** This meeting will be conducted at the water treatment plant to discuss the design documents to date and the OPCC. The City's review comments will be addressed in addition to any known critical items. At this meeting the OPCC will be discussed and any work to be eliminated or developed as an alternate bid will be discussed in an effort to stay within the construction budget.
5. **Prepare List of Scope Items to Be Eliminated or Alternate Bid Items.** For confirmation of the scope items to be eliminated or bid as alternate bid items CMT shall prepare a memo to document the decisions made at the 30% design review meeting for concurrence with all team members.
6. **Prepare 60% Design Documents.** Prepare preliminary drawings and specifications progressing from the 30% design level to the 60% design level incorporating the City's comments from the 30% design documents. preliminary specifications. Prepare an Opinion of Probable Construction Cost (OPCC). Submit design documents to City in advance of progress meeting for review.

7. **60% Design Review Meeting.** This meeting will be conducted at the water treatment plant to discuss the design documents to date and the OPCC. The City's review comments will be addressed in addition to any known critical items. At this meeting the OPCC will be discussed along with the sequence of construction and plan for keeping the plant operational during construction.
8. **Prepare 90% Design Documents.** Prepare preliminary drawings and specifications progressing from the 60% design level to the 90% design level incorporating the City's comments from the 60% design documents. preliminary specifications. Prepare an Opinion of Probable Construction Cost (OPCC). Submit design documents to City in advance of progress meeting for review.
9. **90% Design Review Meeting.** This meeting will be conducted at the water treatment plant to discuss the design documents to date and the OPCC. The City's review comments will be addressed in addition to any known critical items. At this meeting the OPCC will be discussed along with other items required prior to finalizing the design documents for permitting and bidding.
10. **Prepare Final Design Documents.** Incorporate City review comments and finalize plans, specifications and OPCC as required for permit acquisition and bidding.
11. **Permitting.** Prepare IEPA construction permit application and Engineer's Design Summary for submittal to IEPA for a construction permit. City shall obtain the operating permit(s) upon startup of the new system improvements.
12. **QA/QC Review.** Provide review of calculations, plans and specifications for quality control.
13. **Project Management.** Provide coordination and correspondence between the engineer and City staff and regulatory agency.

William Street Booster Station Improvements Design Engineering Fee \$222,000

The **Engineering Bidding Phase Scope of Services** for the **William Street Booster Station Improvements** shall consist of the following tasks:

1. **Coordination with Distribution of Contract Documents.** Coordinate with City's third party plan and specification printer and distributor for both original documents and subsequent addenda.
2. **Coordination with Inventory of Plan Holders.** Coordinate plan holders list as required with City's third party plan and specification distributor for addenda when necessary and to provide plan holders list for distribution to plan houses, vendors and contractors.
3. **Pre-Bid Meeting.** Prepare for and conduct pre-bid meeting. Provide agenda, answer questions, conduct project site visit with attendees. Prepare and distribute meeting minutes.
4. **Issue Addenda.** Prepare and issue addenda as required for clarification of the contract documents.
5. **Respond to Questions.** Respond to contractor and vendor questions as required for clarification of bidding requirements.
6. **Attend Bid Opening.** Attend bid opening to assist City with bid opening and discuss recommendation of award.
7. **Prepare Bid Tabulation.** Prepare bid tabulation for internal use and distribution to plan holders.
8. **Evaluate Bids & Develop Recommendation of Award –** Review bids, research contractor information as necessary and make recommendation of award to City.

William Street Booster Station Improvements Bidding Phase Services Fee \$29,350

PROJECT 3– CHEMICAL FEED SYSTEMS IMPROVEMENTS

Chemical Feed System Improvements Description of Work

Alum

- Coordinate with clarifier project's alum pump improvements
- Evaluate and replace additional system components as needed
- Flow pace feed and integrate with SCADA
- Fine tune and trim feed with inline/in-process sensors

Carbon Dioxide

- Evaluate and replace condensing unit
- Evaluate and replace process piping as needed
- Evaluate and replace additional system components as needed
- If available from previous Filter Influent Flume televising records, evaluate possible channel structural concrete damage to roof of flume from past CO₂ gas feed
- Flow pace feed and integrate with SCADA
- Fine tune and trim feed with inline/in-process sensors
- CMT to subcontract with TOMCO for a full system storage system inspection/evaluation. This will be conducted with a one-day site inspection.

Cationic Polymer

- Metering pump replacement
- Bulk transfer pump replacement
- Evaluate and replace additional system components as needed
- Fine tune and trim feed with inline/in-process sensors

Chlorine

- Replace manual controls with remote control capabilities
- Increase control valve flow capacity
- Investigate and rehab/recondition all 6 chlorinator feeders
- Investigate the conversion from liquid to gas ton cylinder withdrawal system
- Provide Technical Memo compiling the analysis and documenting the decisions made regarding selection of chlorine system improvements
- Demo the existing chlorine evaporators
- Evaluate and replace piping and additional system components as needed
- New ton container trolley and hoist for existing rail and festoon
- Flow pace feed and integrate with SCADA
- Fine tune and trim feed with inline/in-process sensors
- CMT to subcontract with SIEMENS for a full chlorinator feeder system inspection/evaluation. This will be conducted with a one-day site inspection.

Powered Activated Carbon

- Evaluate and replace the bulk tank water fill pneumatic actuator with an electric actuator
- Replace the entire dipper feed system with peristaltic feed pumps.
- Revamp and reroute the recirculation line to prevent the current daily solids buildup

Lime

- Coordinate with clarifier project's trough improvements
- Evaluate replacing lime slakers in-kind
- Evaluate other slaking alternatives
- Evaluate benefits of converting to a high-density lime system
- Provide Technical Memo compiling the analysis and documenting the decisions made regarding selection of new lime system improvements

- Flow pace feed and integrate with SCADA
- Fine tune and trim feed with inline/in-process sensors

Soda Ash

- Demo soda ash feed equipment
- Investigate and convert location and silo to a lime feed and storage
- For sequencing, if possible, use the converted location first then demo and upgrade the other three lime feed locations

Sodium Hydroxide (Caustic Soda)

- Evaluate and replace feed process piping
- Evaluate and replace additional system components as needed
- Replace all feed controls
- Replace all bulk transfer pumps with electric pumps, eliminating air drive system
- Replace existing feed pumps
- Flow pace feed and integrate with SCADA
- Fine tune and trim feed with inline/in-process sensors

Phosphate

- Metering pump replacement
- Flow pace feed and integrate with SCADA
- Fine tune and trim feed with inline/in-process sensors

Sodium Bisulfate

- Replacement sodium bisulfate feed system
- Install automated flushing system to reduce/control crystallization
- Evaluate and replace additional system components as needed
- Flow pace feed and integrate with SCADA
- Fine tune and trim feed with inline/in-process sensors

Fluoride

- Evaluate and/or replace day tank and scales
- Evaluate metering pumps replacement or repair/rebuilding
- Evaluate and replace additional system components as needed
- Flow pace feed and integrate with SCADA
- Fine tune and trim feed with inline/in-process sensors

Chlorine Dioxide

- Install a redundant/standby chlorine dioxide generator
- Modify and expand existing room in order to install the redundant/standby generator
- Install a redundant/back-up feed pipe to the raw water pump station. Evaluate the use of an existing redundant chlorine line (not in use) to raw water pump station to potentially be used for chlorine dioxide
- Evaluate and replace vacuum process piping
- Evaluate and replace additional system components as needed
- Include all WTP staff upgrades/improvements to the existing generator on the new redundant generator
- Flow pace feed and integrate with SCADA
- Fine tune and trim feed with inline/in-process sensors

Emergency Eyewash and Safety Showers (EWSS)

- Evaluate the number and locations of EWSS's
- Integrate each EWSS station with SCADA

The **Engineering Design Phase Scope of Services** for the **Chemical Feed System Improvements** shall consist of the following tasks:

1. **Review existing background information.** Compile and review existing operations information, chemical usage data, drawings and other information as required to understand operations and prepare for the site visit and kickoff meeting.
2. **Site Visit/Project Kickoff Meeting.** Conduct a site visit and project kickoff meeting at the water treatment plant with project team members and City personnel to review and discuss the project scope and collect field data. Items to be discussed at project kickoff meeting include project goals, schedule, construction sequencing/phasing and keeping the plant operational for the duration of the project.
3. **Carbon Dioxide Equipment and Chlorinator Equipment Inspections.** Subcontract with TOMCO to inspect the carbon dioxide tanks and equipment and with Siemens to inspect the chlorinator system equipment.
4. **Prepare 30% Design Documents.** Prepare preliminary drawings including Floor Plan, Process Equipment, Electrical One Line Diagram and Process & Instrumentation Diagrams. Develop a list of specifications that will be required. Prepare an Opinion of Probable Construction Cost (OPCC).

Prepare Technical Memo for the evaluation of the Lime System Improvements.

Prepare Technical Memo for the evaluation of the Chlorine System Improvements.

Submit design documents to City in advance of progress meeting for review.

5. **30% Design Review Meeting.** This meeting will be conducted at the water treatment plant to discuss the design documents to date and the OPCC. The City's review comments will be addressed in addition to any known critical items. At this meeting the OPCC will be discussed and any work to be eliminated or developed as an alternate bid will be discussed in an effort to stay within the construction budget.
6. **Prepare List of Scope Items to Be Eliminated or Alternate Bid Items.** For confirmation of the scope items to be eliminated or bid as alternate bid items CMT shall prepare a memo to document the decisions made at the 30% design review meeting for concurrence with all team members.
7. **Prepare 60% Design Documents.** Prepare preliminary drawings and specifications progressing from the 30% design level to the 60% design level incorporating the City's comments from the 30% design documents. preliminary specifications. Prepare an Opinion of Probable Construction Cost (OPCC). Submit design documents to City in advance of progress meeting for review.

8. **60% Design Review Meeting.** This meeting will be conducted at the water treatment plant to discuss the design documents to date and the OPCC. The City's review comments will be addressed in addition to any known critical items. At this meeting the OPCC will be discussed along with the sequence of construction and plan for keeping the plant operational during construction.
9. **Prepare 90% Design Documents.** Prepare preliminary drawings and specifications progressing from the 60% design level to the 90% design level incorporating the City's comments from the 60% design documents. preliminary specifications. Prepare an Opinion of Probable Construction Cost (OPCC). Submit design documents to City in advance of progress meeting for review.
10. **90% Design Review Meeting.** This meeting will be conducted at the water treatment plant to discuss the design documents to date and the OPCC. The City's review comments will be addressed in addition to any known critical items. At this meeting the OPCC will be discussed along with other items required prior to finalizing the design documents for permitting and bidding.
11. **Prepare Final Design Documents.** Incorporate City review comments and finalize plans, specifications and OPCC as required for permit acquisition and bidding.
12. **Permitting.** Prepare IEPA construction permit application and Engineer's Design Summary for submittal to IEPA for a construction permit. City shall obtain the operating permit(s) upon startup of the new system improvements.
13. **QA/QC Review.** Provide review of calculations, plans and specifications for quality control.
14. **Project Management.** Provide coordination and correspondence between the engineer and City staff and regulatory agency.

Chem Feed System Improvements Design Engineering Fee \$405,000

The **Engineering Bidding Phase Scope of Services** for the **Chemical Feed System Improvements** shall consist of the following tasks:

1. **Coordination with Distribution of Contract Documents.** Coordinate with City's third party plan and specification printer and distributor for both original documents and subsequent addenda.
2. **Coordination with Inventory of Plan Holders.** Coordinate plan holders list as required with City's third party plan and specification distributor for addenda when necessary and to provide plan holders list for distribution to plan houses, vendors and contractors.
3. **Pre-Bid Meeting.** Prepare for and conduct pre-bid meeting. Provide agenda, answer questions, conduct project site visit with attendees. Prepare and distribute meeting minutes.
4. **Issue Addenda.** Prepare and issue addenda as required for clarification of the contract documents.
5. **Respond to Questions.** Respond to contractor and vendor questions as required for clarification of bidding requirements.
6. **Attend Bid Opening.** Attend bid opening to assist City with bid opening and discuss recommendation of award.
7. **Prepare Bid Tabulation.** Prepare bid tabulation for internal use and distribution to plan holders.
8. **Evaluate Bids & Develop Recommendation of Award –** Review bids, research contractor information as necessary and make recommendation of award to City.

Chem Feed System Improvements Bidding Phase Services Fee \$32,500

PROJECT 4– SRF LOAN ASSISTANCE FOR FUTURE ELECTRICAL IMPROVEMENTS PROJECT

SRF Loan Assistance Description of Work

- Provide assistance and guidance to Decatur staff for obtaining an SRF Loan through the planning phase. The goal is for this project to be eligible for the Fiscal Year 2024 Intended Use Plan (IUP) issued by IEPA – Infrastructure Financial Assistance Section (IFAS), typically in the month of June.
- For the required project plan, revisit the construction costs and develop an updated Opinion of Probable Construction Cost (OPCC)

The **Scope of Services** for the *Electrical Improvements Project State Revolving Fund Loan Assistance* shall consist of the following tasks.

1. **Project Plan.** Prepare a project plan meeting the requirements for obtaining a State Revolving Fund (SRF) Loan. These requirements can be found at 35 Ill. Adm. Code Section 662.320. The *Project Planning Submittal Checklist* shall be completed as part of Project Planning. Engineer will assist City with the completion of the forms required to be submitted in conjunction with the Project Plan, including the following.
 - a. Existing User Charge and O, M & R certification sheet
 - b. Funding Nomination Form
2. **Opinion of Probable Construction Cost.** Prepare a planning level Opinion of Probable Construction Cost.
3. **IEPA Loan Applicant Environmental Checklist.** Obtain the required environmental sign-offs for the project and complete the *IEPA Loan Applicant Environmental Checklist* for City signature. Assist with preparing and obtaining the following:
 - a. Project Environmental Impact Determination (PEID) Categorical Exclusion
 - b. Advertisement of PEID for 10 day comment period
4. **PWSLP Loan Application Form.** Assist City in the completion of the Loan Application Form including the accompanying Loan Program Certifications including:
 - Certification Regarding Debarment, suspension and Other Responsibility Matters.
 - Intent Regarding National Flood Insurance.
 - Certification Regarding Project Site, Rights-of-Way, Easements and Permits.
 - Resolution Authorizing a Representative to Sign Loan Documents.
 - Loan Applicant Acknowledgement of the Use of American Iron and Steel Products Requirement.
 - Taxpayer Identification Number Form.
 - Requires Unique Entity ID number, which replaced DUNS number.

5. **Financial Information Checklist.** Assist City in the completion of the Financial Information Checklist. Financial items include:
 - a. Certified ordinance authorizing debt
 - b. Legal opinion concerning enforceability of obligations and absence of conflicts
 - c. Detailed analysis of dedicated source of revenue, including a 5-year projected budget
 - d. Copies of Water Use ordinances
 - e. Copy of latest fiscal year financial and compliance audit
 - City will provide the adequate documentation to meet the requirements of a Demonstration of a Dedicated Source of Revenue required for the loan.
 - Consulting Engineer will assist City with the development of a draft model ordinance, which authorizes the debt from the loan to be incurred. Ordinance to be finalized by City attorney or staff.
 - City will provide staff (attorney) to offer a legal opinion verifying the legality, enforceability and acceptability of the ordinance including coverage requirements (if any).
6. **Loan Applicant's Certification of Engineering or Professional Services Contract Compliance with the Illinois EPA SRF Loan Program Requirements.** Engineer will complete this certification for signature by Consulting Engineer and City.
7. **Executive Compensation Data (5 Officer Form).** Assist City with the completion of this form.
8. **State Revolving Fund (SRF) Public Notification/Signage Requirement Certificate of Completion.** Assist City with determining the method for meeting this requirement and completion of this certification form.
9. **Tax Certification Form for SRF Loan Eligibility.** Assist City with completion of this form.
10. **PWSLP Federal Reporting Requirements.** Assist City with completion of this form.

Services to be performed by the City of Decatur

1. Public notifications.
2. Provide Engineer with data and information as needed for the completion of the Project Plan.
3. Demonstration of a Dedicated Source of Revenue (for repayment of the loan) as required.
4. Preparation of Resolutions and Ordinances (with assistance from Engineer)

Not Included in Scope of Services

Water Rate Studies

Review of existing bond ordinances

Note

SRF Loan rules, forms, procedures, requirements periodically change and sometimes without notice. Our scope of services above has made the best attempt to match the SRF Loan requirements as of the date of submittal of this proposal/contract.

Electrical Improvements Project State Revolving Fund Loan Assistance Fee \$51,500

End of Scope of Services

**CRAWFORD, MURPHY & TILLY
ENGINEERING FEE SUMMARY**

PROJECT 1 – BULK WATER DISPENSING STATION IMPROVEMENTS

Design Phase Services	\$ 69,520
Bidding Phase Services	N/A

PROJECT 2 – WILLIAM STREET BOOSTER STATION IMPROVEMENTS

Design Phase Services	\$222,000
Bidding Phase Services	\$ 29,350

PROJECT 3– CHEMICAL FEED SYSTEMS IMPROVEMENTS

Design Phase Services	\$405,000
Bidding Phase Services	\$ 32,500

**PROJECT 4– SRF LOAN ASSISTANCE FOR FUTURE ELECTRICAL
IMPROVEMENTS PROJECT**

Project Plan, Cost Estimating & SRF Loan Assistance	\$51,500
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Total All Projects	\$809,870
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CITY OF DECATUR ILLINOIS

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

Notice to Proceed

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

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

The City Representative for this Phase of work is _____.

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

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

ACCEPTANCE OF NOTICE

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

EXHIBIT C**PROJECT TIMELINES****Project 1 – Bulk Water Dispensing Improvements**

Notice to Proceed	August 1, 2022
Kickoff Meeting	September 6, 2022
90% Design Documents	February 9, 2023
Final Design Documents	March 23, 2023
Permitting	April 1 -May 15, 2023
Ready to Bid	May 16, 2023

Project 2 – William Street Booster Pump Station Improvements

Notice to Proceed	August 1, 2022
Kickoff Meeting	September 6, 2022
30% Design Documents	November 22, 2022
60% Design Documents	January 17, 2023
90% Design Documents	March 7, 2023
Final Design Documents	April 7, 2023
Permitting	April 15– May 31, 2023
Ready to Bid	June 1, 2023

Project 3 – Chemical Feed System Improvements

Notice to Proceed	August 1, 2022
Kickoff Meeting	September 8, 2022
30% Design Documents	December 22, 2022
60% Design Documents	February 17, 2023
90% Design Documents	April 7, 2023
Final Design Documents	May 7, 2023
Permitting	May 15 – June 30, 2023
Ready to Bid	July 1, 2023

Project 4 – SRF Loan Assistance for Future Electrical Improvements Project

Notice to Proceed	August 1, 2022
Project Plan & Opinion of Probable Construction Cost	November 1, 2022
Planning Level SRF Loan Forms and Documents	March 31, 2023



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

Amendment No

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

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

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

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

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

State fully the nature and reason for the amendment change _____

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

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

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

Recommended _____
 Public Works Director

_____ Date

Approved _____
 Mayor

 Date

Attested _____
 City Clerk

 Date

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/28/2022

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

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

PRODUCER Holmes Murphy and Associates - Peoria 311 S.W. Water Street Suite 211 Peoria, IL 61602-4108	1-800-527-9049	CONTACT NAME: Audrey McNeill PHONE (A/C, No, Ext): 309-282-3907 E-MAIL ADDRESS: amcneill@holmesmurphy.com	FAX (A/C, No): 866-501-3945
INSURED Crawford, Murphy & Tilly, Inc. CMT North America, Inc. 2750 West Washington Springfield, IL 62702		INSURER(S) AFFORDING COVERAGE INSURER A: EMPLOYERS MUT CAS CO INSURER B: COLONY INS CO INSURER C: XL SPECIALTY INS CO INSURER D: INSURER E: INSURER F:	
		NAIC # 21415 39993 37885	

COVERAGES

CERTIFICATE NUMBER: 65976923

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Sev of Int GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			5D57480	01/01/22	01/01/23	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Valuable Papers \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			5E57480	01/01/22	01/01/23	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			5J57480	01/01/22	01/01/23	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	5H57480	01/01/22	01/01/23	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Pollution Liability			CSP4223613	01/01/22	01/01/23	Claim / Aggregate 2,000,000
C	Professional Liability			DPR9986962	01/01/22	01/01/23	Each Claim 5,000,000 Aggregate 7,000,000

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

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

CERTIFICATE HOLDER**CANCELLATION**

CITY OF DECATUR 1 GARY K ANDERSON PLAZA DECATUR, IL 62523 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Paul Anderson</i>
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Page 129 of 217

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

Exhibit G

CONSULTING ENGINEER'S DISCLOSURE AFFIDAVIT

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

STATE OF Illinois)
) ss.
 COUNTY OF Sangamon)

SECTION I. BUSINESS STATUS STATEMENT

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

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

(Place mark in front of appropriate type of business)

X Corporation (if a Corporation, complete B)

 Partnership (if a Partnership, complete C)

 Limited Liability Corporation (if an LLC, complete C)

 Individual Proprietorship (if an Individual, complete D)

Consulting Engineer's Federal Tax Identification Number is 37-0844662.

B. CORPORATION

The State of Incorporation is Delaware

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

The corporate officers are as follows:

President: William L. Bailey, Jr.

Vice President: Adam J. Burns

Secretary: Roger A. Austin

C. PARTNERSHIP OR LLC

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

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

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

<u>Name</u>	<u>Home Address & Telephone</u>
-------------	-------------------------------------

The business address is _____

Telephone: _____ Fax: _____

D. INDIVIDUAL PROPRIETORSHIP

The business address is _____

Telephone: _____ Fax: _____

My home address is _____

Telephone: _____ Fax: _____

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

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

Check One:

Others Interested in Contract X None

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

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

SECTION III. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

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

SECTION IV. FAMILIARITY WITH LAWS STATEMENT

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

CONSULTING ENGINEER

David L. Burkum
Signature

David L. Burkum

Printed Name

Vice President & Finance Director

Title

SUBSCRIBED and SWORN to before me this 27 day of June, 2022.

Sami J. Held

Notary Public



EXHIBIT H

CRAWFORD, MURPHY & TILLY, INC. STANDARD SCHEDULE OF HOURLY CHARGES JANUARY 1, 2022

Classification	Regular Rate
Principal	\$ 245
Project Engineer II Project Architect II Project Manager II Project Environmental Scientist II	\$ 235
Project Engineer I Project Architect I Project Manager I Project Environmental Scientist I Project Structural Engineer I	\$ 205
Sr. Structural Engineer II Sr. Architect II	\$ 190
Sr. Technician II	\$ 170
Aerial Mapping Specialist	\$ 165
Sr. Engineer I Sr. Architect I Sr. Structural Engineer I Land Surveyor	\$ 165
Technical Manager II Environmental Scientist III	\$ 150
Sr. Technician I	\$ 145
Sr. Planner I GIS Specialist Engineer I Architect I Structural Engineer I	\$ 145
Environmental Scientist II Technician II	\$ 125
Planner I Technical Manager I Environmental Scientist I Technician I Project Administrative Assistant	\$ 105
Administrative/Accounting Assistant	\$ 70

If the completion of services on the project assignment requires work to be performed on an overtime basis, labor charges above are subject to a 15% premium. These rates are subject to change upon reasonable and proper notice. In any event this schedule will be superseded by a new schedule effective January 1, 2023.

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

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

Exhibit I - CITY OF DECATUR INVOICE DATA SHEET

Project:

(Consulting Engineer Name &Address)

City Project No.:

Invoice Date:

Invoice Number:

Invoice Period From:

To:

Agreement/C.O.

Date Approved

Council Bill

Upper Limit

Original Contract

\$

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

Consulting Engineer's
Signature:

Title:

Public Works

DATE: 7/11/2022

MEMO: 2022-41

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:

Resolution to Authorize Professional Engineering Services Agreement with Burns & McDonnell Engineering Company, Inc. to Provide Preliminary Engineering Services for the Broadway and Jasper Street Sewer Rehabilitation Project, City Project 2022-01

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolution for a Professional Engineering Services Agreement between the City of Decatur and Burns & McDonnell Engineering Company, Inc. to provide preliminary engineering services for the Broadway and Jasper Street Sewer Rehabilitation Project for a fee not to exceed \$192,704.

BACKGROUND:

The City's large diameter critical sewers are sewers with diameters ranging from 3 to 7 feet. They are major trunk sewers that serve large areas of the City and are vital to the City's sewer system. There are 5 critical sanitary sewers that are owned and operated by the City: 7th Ward Sewer, McKinley Avenue Sewer, Union Street Sewer, Lake Shore Drive Sewer, and Broadway/Jasper Sewer, see Exhibit A, Figure 1. Failure of a critical sewer would have dire consequences for the City such as loss of service for large sections of the City, pollution of the land and our drinking water supply, very high repair costs and possibly significant private property and building damage.

The Public Works Department prepared a Critical Sewers Rehabilitation Facilities Plan which was approved by the Illinois Environmental Protection Agency (IEPA) on February 4, 2013. The plan analyzed four of the five critical sanitary sewers; Lake Shore Drive Sewer, 7th Ward Sewer, McKinley Avenue Sewer and Union Street Sewer. The City has completed all rehabilitation work on the four critical sewers analyzed in the plan.

At the initiation of the sanitary sewer master plan in 2009, the Broadway and Jasper St Sewer did not show significant signs of deterioration and was not included in the facilities plan. Recent inspection has shown additional deterioration initiating the need to review the system in greater detail and start the planning process for rehabilitation.

Broadway and Jasper Street Sewer

The Broadway and Jasper St Sewer was originally constructed circa 1890's and is a brick pipe varying in size from 36" to 84" in diameter, both circular and egg shaped. The Jasper Street relief sewer was constructed in the 1940's, a circular concrete pipe 54" in diameter. The Broadway and Jasper Street sewers start near Grand Avenue and combine at MLK Jr Dr. and Prairie St. The system then extends south until it connects to a diversion structure owned and operated by the Sanitary District of Decatur on South Main St. near the Greenwood Cemetery. The total footage of pipe is approx. 22,600 feet (Approx. 4.3 miles). See the attached location map.

Request for Qualification and Proposals

The City advertised a request for qualifications and proposals (RFQP) on January 26, 2022 and received five proposals from Clark Dietz, CDM Smith, Fehr Graham, WHKS, and Burns and McDonnell. The selection team selected Burns and McDonnell as the most qualified firm to perform the work.

Preliminary Engineering Services

This first phase of the project will review the Broadway and Jasper St Sewer system by reviewing existing CCTV data, complete manhole inspections and recommend portions of the system to be re-televised to provide the necessary data for a recommendation on the rehabilitation of the system. The project will also include wastewater sampling and odor analysis to be able to identify and propose solutions to the odor challenges the City is having near Martin Luther King, Jr. Drive and Prairie Avenue.

The professional services agreement with Burns and McDonnell includes the following work items:

1. Kick off meeting, initial data gathering and coordination.
2. Manhole condition assessment
3. Sewer pipe condition assessment
4. Wastewater sampling and odor analysis
5. Condition report and final report
6. IEPA loan assistance
7. Man-entry as required for inspection

It is anticipated that at the completion of preliminary design there will be sufficient information to scope the final design services for the selected rehabilitation alternatives.

PRIOR COUNCIL ACTION:

See Appendix A for a listing of prior Council actions.

SANITARY SEWER PRIORITIES:

Under the direction of the City Council, the Public Works Department has established four priorities to improve the City's sanitary sewer collection system as defined in the Sanitary Sewer

Master Plan.

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

This project addresses items 1 & 3 of the system priorities.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES: Burns and McDonnell Company, Inc.

STAFF REFERENCE: Matt Newell, Public Works Director and Paul Caswell, City Engineer. Matt Newell will attend the City Council meeting to answer any questions of the Council on this item. **LEGAL REVIEW:** The agreement was sent to Legal for review and was approved on April 16, 2022.

BUDGET/TIME IMPLICATIONS:

Budget Impact: The engineering services agreement with Burns and McDonnell is for a cost not to exceed \$192,704. Funding for this project is from the Sanitary Sewer Fund which is supported by the sewer user charge. It is anticipated that the City will use IEPA Low Interest Loan funding for construction.

Staffing Impact: Staff time is allocated to manage the design services.

SCHEDULE: The preliminary study is scheduled to be complete in March of 2023.

COPY:

Burn and McDonnell Company, Inc.

ATTACHMENTS:

Description	Type
Resolution to Authorize Prof Engineering Svcs Agreement w/ Burns & McDonnell Eng Svcs for the Broadway and Jasper St Sewer Reh Proj	Resolution Letter
Appendix A	Backup Material
Exhibit A	Exhibit
Overall Map	Backup Material

RESOLUTION NO. _____

**RESOLUTION TO AUTHORIZE PROFESSIONAL ENGINEERING SERVICES
AGREEMENT WITH BURNS & MCDONNELL ENGINEERING COMPANY, INC. TO
PROVIDE PRELIMINARY ENGINEERING SERVICES FOR THE BROADWAY AND
JASPER STREET SEWER REHABILITATION PROJECT
CITY PROJECT 2022-01**

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

Section 1. That the Professional Engineering Services Agreement for Burns and McDonnell Engineering Company, Inc., presented to the Council herewith as Exhibit 1 and made a part hereof, between the City of Decatur and Burns and McDonnell Engineering Company, Inc., and the same is hereby received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and Burns and McDonnell Engineering Company, Inc., for a fee not to exceed \$192,704.

PRESENTED and ADOPTED this 18th day of July, 2022.

Julie Moore Wolfe, Mayor

Attest:

City Clerk

EXHIBIT 1

CITY OF DECATUR PROFESSIONAL ENGINEERING SERVICES AGREEMENT FOR THE BROADWAY AND JASPER STREET SEWER REHABILITATION CITY PROJECT 2022-01

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

BURNS & MCDONNELL ENGINEERING CO., INC.

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

SCOPE OF WORK

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

SECTION I. GENERAL

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

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

SECTION II. BASIC SERVICES

A. STUDY AND REPORT PHASE.

The Consulting Engineer shall:

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

B. PRELIMINARY DESIGN PHASE.

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

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

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

SECTION III. CITY'S RESPONSIBILITIES

The City shall,

- A. FURNISH REQUIREMENTS AND LIMITATIONS. Provide all criteria and full information as to the City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, economic parameters and any budgetary limitations; and furnish copies of all design and construction standards which the City will require to be included in the Drawings and Specifications.
- B. FURNISH INFORMATION. Assist the Consulting Engineer by placing at the Consulting Engineer's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- C. FURNISH TECHNICAL INFORMATION. Furnish to the Consulting Engineer, as required for performance of the Consulting Engineer's Basic Services (except to the extent provided otherwise in Exhibit A, "Scope of Work"), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; all of which the Consulting Engineer may rely upon in performing the Consulting Engineer's services.

- D. SURVEYS AND REFERENCE POINTS. Provide field control surveys and establish reference points and base lines except to the extent provided otherwise in Section II to enable the Contractor(s) to proceed with the layout of the work.
- E. ACCESS TO PROPERTY. Arrange for access to and make all provisions for the Consulting Engineer to enter upon public and private property as required for the Consulting Engineer to perform the Consulting Engineer's services.
- F. REVIEW DOCUMENTS. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consulting Engineer, obtain advice of an attorney, insurance counselor and other consultants as the City's Representative deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consulting Engineer.
- G. OBTAIN APPROVALS AND PERMITS. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- H. ACCOUNTING, LEGAL AND INSURANCE SERVICE. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as the City's Representative may require or the Consulting Engineer may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by the Contractor(s), such auditing service as the City's Representative may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract, and such inspection services as the City's Representative may require to ascertain that the Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work except as otherwise provided in Section II.
- I. NOTIFY THE CONSULTING ENGINEER OF DEFECTS OR DEVELOPMENT. Give prompt written notice to the Consulting Engineer whenever the City's Representative observes or otherwise becomes aware of any development that affects the scope or timing of the Consulting Engineer's services, or any defect in the work of the Contractor(s).

SECTION IV. GENERAL CONSIDERATIONS

- A. SUCCESSORS AND ASSIGNS. The City and the Consulting Engineer each binds their respective partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as below, neither the City nor the Consulting engineer shall assign, sublet, or transfer their respective interests in this Agreements without the written consent of the other. Nothing herein shall be construed as created any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consulting Engineer.
- B. OWNERSHIP OF DOCUMENTS. All drawings, specifications, reports, records, and other work product developed by the Consulting Engineer in connection and delivered to the City as required by Exhibit A for this Project are public documents and, upon payment to the Consulting Engineer, shall remain the property of the City whether the Project is completed or not.
- C. ESTIMATES OF COST (COST OPINION). Since the Consulting Engineer has no control over the cost of labor and materials, or over competitive bidding and market conditions, estimates of construction cost provided are to be made on the basis of the Consulting Engineer's experience and

qualifications, but the Consulting Engineer does not guarantee the accuracy of such estimates as compared to the Contractor's bids or the Project construction cost.

D. INSURANCE.

1. Requirement. During the term of this Agreement, at its own cost and expense, the Consulting Engineer shall maintain in full force and effect insurance policies as enumerated below.
2. Policy Form. All policies except for the professional liability shall be written on an occurrence basis. Professional liability insurance can be either claims made or occurrence basis policies.
3. Additional Insured. The City of Decatur and its officers and employees shall be included as additional insured parties on the general liability policy and included as additional insured parties on the automobile liability policy. The City's interests as additional insured parties on the general liability and automobile liability policies shall be on a primary and non-contributory basis on all policies and noted as such on the insurance certificates.
4. Qualification of Insurers. All policies will be written with insurance carriers qualified to do business in the State of Illinois rated A-VII or better in the latest Best's Key Rating Guide.
5. Form of Policy. All policies shall be written on the most current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form.
6. Time of Submission; Certificate of Insurance. At the time of execution of this agreement and prior to commencing any work activity on the project, the Consulting Engineer shall provide the City's Representative with certificates of insurance showing evidence the insurance policies noted below are in full force and effect. Consulting Engineer shall give the City's Representative at least 30 days written notice prior to any material change, cancellation or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be 10 days. A sample certificate is attached hereto as Exhibit E and shall be replaced by the final certificate of insurance prior to commencing any work activity on this project. The Consulting Engineer shall provide any renewal certificates of insurance automatically to the City's Representative at least 30 days prior to policy expiration. The certificate must evidence the following:
 - a. Name and address of party insured.
 - b. Name(s) of insurance company or companies.
 - c. Name and address of authorized agent executing such certificate.
 - d. Description of type of insurance and coverage afforded thereunder.
 - e. Insurance policy numbers.
 - f. Limits of liability of such policies and date of expiration of policies.
 - g. To the extent the same is available, insurance company or companies shall further certify that said policies shall not be modified, cancelled or terminated until after written notice to the City's Representative per standard ISO accord form wording and the policy provisions.
7. Types and Limits of Insurance. The Consulting Engineer shall provide the following:
 - a. Workers' Compensation:

Coverage A: Statutory Limits

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

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

Personal Injury Liability coverage.

- c. Automobile Liability: Combined single limits of no less than, one million dollars (\$1,000,000) per occurrence. Auto liability shall include hired and non-owned autos.
 - d. Professional Liability: A professional liability errors and omissions policy with limits of no less than, one million dollars (\$1,000,000) per claim. If said policy is written on a claims made basis, the retroactive date of the policy must predate the date of this agreement. In addition, the policy term must extend one year beyond completion date of this agreement.
 - e. Self-insured: If a self-insured retention or deductible is maintained on any of the policies, the Consulting Engineer shall provide the amount of the self-insured retention or deductible to the City. Such deductibles shall be subject to approval by the City. Such approval shall not be unreasonably withheld. The Engineer will be held solely responsible for the amount of such deductible and for any co-insurance.
8. Insurance Not A Limitation. The insurance coverage and requirements contained in this Section shall not be construed to be a limitation of liability for the Consulting Engineer.

E. TERMINATION

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

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

- G. INDEPENDENT CONTRACTOR STATUS. Nothing contained in this Agreement shall be construed to make the Consulting Engineer an employee or partner of the City. The Consulting Engineer shall at all times hereunder be construed to be an independent contractor.
- H. FEDERAL FUNDING. If Federal Funds are utilized as a source of Project funding, the Consulting Engineer shall abide by the terms of all Federal requirements in the performance of duties hereunder.
- I. AMENDMENT OF AGREEMENT. This Agreement shall be amended or supplemented only in writing and executed by both parties hereto.
- J. HOLD HARMLESS. Consulting Engineer shall indemnify and save harmless the City, its officers and employees against claims for damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and including reasonable attorney's fees incurred by the City or required in any way to be paid by the City, in defense thereof, and shall indemnify and save harmless the City from all claims, demands, suits, actions or proceedings including Worker's Compensation claims, of or by anyone whomsoever, to the extent proximately caused or proximately arising out of negligent acts or omissions to act by Consulting Engineer in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the Consulting Engineer or its subcontractors.
- Insurance coverage specified in this Agreement constitutes the minimum requirements and said requirements shall not lessen or limit the liability of the Consulting Engineer under the terms of the Agreement. The Consulting Engineer shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance that, in the Consulting Engineer's own judgment, may be necessary for the Consulting Engineer's proper protection in the prosecution of the work. Neither Party shall be liable to the other Party for incidental, indirect, special or consequential damages.
- K. COPYRIGHT ASSIGNMENT. The Consulting Engineer assigns to the City any and all of Consulting Engineer's rights under copyright laws for work prepared by the Consulting Engineer, its employees, subcontractors or agents in connection with this Contract, including any and all rights to register said copyright, renewal rights, determination rights and import rights. The Consulting Engineer agrees to execute any additional documents the City may request to effectuate the assignment of said copyright.
- L. NO BID RIGGING, BID ROTATION. The Consulting Engineer certifies, in accordance with Section 33E-11 of the Illinois Criminal Code, that the Consulting Engineer is not barred from bidding on contracts as a result of a violation of either Section 33E-3, Bid Rigging, or Section 33E-4, Bid Rotating, of the Illinois Criminal Code. The Consulting Engineer so certifies in the Non-Collusion Statement, attached and marked herein as Exhibit G and incorporated herein by reference.
- M. NO DELINQUENT TAXES. The Consulting Engineer agrees that it is not delinquent in payment of any and all taxes in any State or any political subdivisions therein and shall so certify in the Affidavit of No Delinquent Taxes, attached and marked herein as Exhibit G, and incorporated herein by reference.
- N. DRUG FREE WORKPLACE. The Consulting Engineer agrees that it shall comply with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et seq. If the Consulting Engineer has twenty-five (25) or more employees or this contract is for more than Five Thousand Dollars (\$5,000.00), the Consulting Engineer shall provide to the City the Drug Free Workplace Certification attached and marked herein as Exhibit G and incorporated herein by reference.
- O. SEVERABILITY. If any section, terms or provisions of this Agreement or the application thereof shall be held to be invalid or unenforceable, the remainder of each section, subsection, term or

provision of this Agreement or the application of the Agreement to the parties, shall not be affected thereby.

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

SECTION V. PAYMENT

- A. BASIS OF BILLING. City shall pay the Consulting Engineer for all services rendered under Section II Phases A through F an amount based on the attached rate sheet (Labor Costs times 1.00) for services rendered by principals and employees assigned to the Project.

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

- B. SUBCONSULTANT. The City shall pay the Consulting Engineer for services and reimbursable expenses of subconsultants and laboratory fees engaged by the Consulting Engineer with the approval of the City's Representative, the amount billed by the Subconsultant to the Consulting Engineer times an approved multiplier of 1.10.

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

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

D. PAYMENT FOR WORK COMPLETED

1. Monthly Progress Payments. Monthly progress payments may be requested by the Consulting Engineer for work satisfactorily completed in accordance with this contract and shall be made by the City to the Consulting Engineer as soon as practicable upon submission of statements requesting payment by the Consulting Engineer to the City. Each statement shall be accompanied by an Invoice Data Sheet as shown in Exhibit I. If the Consulting Engineer prefers, the Invoice Data sheet may serve as the Consulting Engineer's invoice.
2. Monthly Progress Reports. The Consulting Engineer shall prepare a monthly progress report indicating the amount of work completed based on the approved scope of work and any approved addendums. The Consulting Engineer shall also prepare a progress chart showing the upper limit of compensation approved by the contract, the planned time of completion, the estimated completion to date, the percentage of the approved contract amount earned, the percentage of elapsed time, and the currently forecasted amount of work required to complete the project. The

Consulting Engineer may use an electronic spreadsheet template prepared by the City's Representative to prepare the progress chart.

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

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

DATED this _____ day of _____, 2022

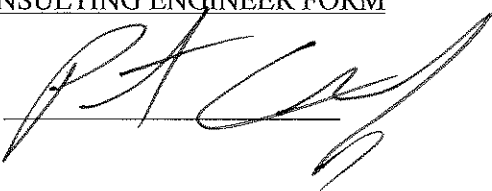
THE CITY OF DECATUR, ILLINOIS

By: _____
Mayor

ATTEST:

City Clerk

CONSULTING ENGINEER FORM

By: 



July 11, 2022

Paul Caswell, PE
City Engineer
City of Decatur Public Works Department
#1 Gary K. Anderson Plaza – 3rd Floor
Decatur, IL 62523

RE: Proposal for Engineering Services
Sewer Rehabilitation – Broadway and Jasper

Dear Mr. Caswell:

Burns & McDonnell Engineering Co., Inc. (BMcD) has prepared a Scope of Services (Scope) per your request for engineering services regarding the rehabilitation and improvements of two (2) large diameter, combined sewers (Broadway and Jasper Street). The Scope is presented below.

BACKGROUND

The City of Decatur (City) has two large diameter combined sewers that require study and assessment.

The Broadway sewer consists of two segments: South Broadway and Upper Broadway. The Upper Broadway sewer is egg-shaped brick construction varying in size from 28-inch wide by 42-inch high to 48-inch wide by 72-inch high, across multiple segments, with multiple manhole access points. The South Broadway sewer is brick construction varying in size from 28-inch by 48-inch oval to an 84-inch circular shape with multiple segments and manhole access points. The target study length for the Broadway sewer is approximately 10,500 feet long.

The Jasper Street sewer is brick construction varying from 36-inch by 54-inch egg-shaped on the upper end to a 72-inch circular shape on the lower portion. In parallel, the Jasper Street Relief sewer is reinforced concrete pipe construction varying in size from 36-inch on the North end to 72-inch on the downstream end, where it connects to the Jasper Street sewer. Both sewers have multiple segments and manhole access points. The target study length for the Jasper Street sewer is approximately 8,200 feet long. The target study length for the Jasper Street Relief sewer is approximately 3,900 feet long.

Both Broadway sewers and the Jasper Street sewer were constructed in the 1890s as combined sewers. The Jasper Street Relief sewer was constructed in the 1940s as a combined relief sewer. The base flow volume of these sewers has been reduced over the years; however, all the sewers have direct wet weather inflow from catch basins and infiltration. The total sewer study length is approximately 22,600 feet. These sewers serve a large industrial client, small industries, businesses, and local residences. The sewage has an elevated temperature as result of industrial influent.

Additionally, as discussed in a memo from another City consultant on July 12, 2021, a portion of this sewer is located in a critical downtown corridor and has odor issues that requires further analysis and evaluation.



SCOPE OF SERVICES

TASK 1: KICK-OFF MEETING, INITIAL DATA GATHERING AND COORDINATION

BMcD will have an in-person kick-off meeting to start the project and address communication procedures, confirm the overall project scope, and discuss critical path items. After the kick-off meeting, BMcD will review the existing CCTV data provided by the City to identify gaps, missing information and any other additional data that will be required to execute the project. BMcD will coordinate with the City's current CCTV Contractor for them to provide the missing CCTV inspection information. BMcD will provide up to three (3) additional days of on-site field work to assist the City's CCTV Contractor in obtaining missing CCTV information. After the existing and new data has been reviewed, BMcD will evaluate whether sewer cleaning is required and provide any required cleaning locations to the City. It is assumed that a separate clean and CCTV project will be bid by the City, if needed. If a separate cleaning contract is required (to be performed by others), BMcD assumes that a substantial portion (80% or more) of the existing CCTV data will still be available for review and can be reviewed concurrently (see Task 3) with the cleaning project. However, cleaning will only be recommended if BMcD believes there are pipe segments that may not need to be rehabilitated.

Deliverables:

Kick-off Meeting Agenda and Meeting Minutes

Technical Memo (Additional Data Required)

Technical Memo (Sewer Cleaning Required)

TASK 2: MANHOLE CONDITION ASSESSMENT

BMcD will review, document, and summarize all findings related to deficiencies and existing conditions of all manhole components (frame, cover, chimney, cone, wall, rungs, bench, channel, etc.). Up to a maximum of 85 manholes will be opened and visually inspected with pole cameras that will be used to assist in documenting the condition of the manholes within the project area without having to perform confined space entry. BMcD owned tablets will also be used to track the manhole assessment data, which can easily be formatted to upload into the City's existing GIS system.

Manhole location, condition of all components, debris or other obstacles, invert measurement, cover and barrel diameter, and number and direction of influent/effluent pipes will all be identified. All condition assessment work will be performed in accordance with NASSCO MACP standards.

In addition, up to a maximum of 15 catch basins and/or inlets in the downtown area will also be assessed in the same manner as the manholes and in accordance with NASSCO MACP standards. These will be utilized to assist in the development of recommendations for addressing odor mitigation.

It is assumed that the City (or a City Contractor) is able to provide on-site, full-time assistance with traffic control (i.e. municipal car/truck with flashing lights) for structure assessment in difficult locations (e.g. Illinois DOT roadways). It is assumed that BMcD will provide traffic control measures at all other locations with assistance from a full-time technician to be provided by the City. BMcD has allotted ten (10) working days for the field work outlined above. BMcD will provide one (1) inspector (NAASCO certified) for the manhole, catch basin, and inlet condition assessment. The assessment results of this condition assessment will be made available prior to the Report (see Task 5) in order to help facilitate any improvements (e.g. catch basin and/or inlet replacement, etc.) the City may wish to perform to mitigate odor issues associated with the sewer in the downtown area.



Deliverables:

MACP condition assessment summary

TASK 3: SEWER PIPE CONDITION ASSESSMENT

BMcD will review, document, and summarize findings related to deficiencies and existing conditions of approximately 22,600 LF of sewer pipe, whether structural issues (e.g. crack, fracture, broken, etc.), defects (deposits, roots, infiltration, obstacles, etc.), or features (taps, intruding tap, etc.). Pipe condition assessment work will be performed in accordance with NASSCO PACP standards. It is assumed that the City will provide CCTV data electronically in a suitable format (i.e. MP4, WMV, etc.) to be reviewed at BMcD offices. After the sewer has been comprehensively televised, BMcD will identify any sewer pipe locations that may require manned entry for more detailed inspection and assessment. Since it is not known how many pipe locations will require manned entry, this will be addressed by an allowance (see Task 7).

BMcD will also pay particular attention to potential sags in the sewer, especially in the vicinity of Martin Luther King Jr. Drive between Prairie Avenue and Wood Street, which may be contributing to the odor issues in the area.

Deliverables:

PACP condition assessment summary

TASK 4: WASTEWATER SAMPLING AND ODOR ANALYSIS

With the City's assistance, BMcD will perform a wastewater sampling and analysis program in order to more fully evaluate and analyze the odor challenges the City is experiencing in the downtown area, especially along Martin Luther King Junior Drive, between Prairie Avenue and Wood Street. Wastewater odors are caused by sulfur-based (hydrogen sulfide, methyl mercaptan) or nitrogen-based compounds (ammonia, trimethylamine), organic acids (acetic, formic acid), or carboxylic acids (propionic, butanoic acid), Volatile organic compounds (VOCs) (toluene, xylenes), aldehydes (acetaldehyde, formaldehyde) and ketones. Although sulfur compounds typically dominate odor complaints, ammonia can become the dominant odor contributor in high pH or high temperature conditions. In summary, we recommend that the City's testing program include the following parameters:

- Sulfide
- Ammonia (as nitrogen)
- pH (real time)
- Temperature (real time)
- Oxidation reduction potential/ORP (real time)

We recommend that the City rent (or buy) and install a single probe for real time monitoring of sewage pH, temperature, and ORP. Based on our initial discussions with vendors (e.g. Fondriest, 888-426-2151), it will be more economical to purchase, rather than rent, a probe. In both cases, BMcD will assist the City in identifying the appropriate probe to rent or buy.

The sampling will be performed at three separate locations, downstream of both Tate and Lyle and the dairy plant, and where odors have been documented to be very high (i.e. past manhole 37-100). The work will be divided between BMcD and the City (or City contractors/consultants).

BMcD will perform the following work:

1. Recommend the final sampling point location.
2. Analyze and evaluate the data.



3. Based on manhole invert and rim elevations, sewer connectivity, and industrial influent locations, identify risk and potential for odor migration

The City (or their contractors/consultant) will perform the following work:

1. Obtain, install, and collect the data from the pH/temperature/ORP probe over a 8-week period. Transmit data to BMcD for analysis and evaluation.
2. Obtain daily samples from wastewater stream over a 8-week period. Deliver samples to laboratory.
3. Install and collect data from OdaLogs at manholes 37-100 and 40-155 over a 8-week period. Transmit data to BMcD for analysis and evaluation.
4. Set data collection parameters for the OdaLogs and probe shall be set to the same frequency (e.g. 5-minute intervals, 15-minute intervals, etc.), as recommended by BMcD.
5. Contract with laboratory to perform the laboratory analysis.

After BMcD has evaluated the data, we will meet with the City in a workshop to present the data and discuss potential alternatives, which will include:

1. Evaluate data at two (2) week intervals to determine if sufficient data has been obtained in order to understand the odor profile.
2. Inlet/catch basin improvements (repairing half traps, catch basin rehabilitation with Gunite, etc.)
3. Chemical treatment
4. Air treatment with carbon filters
5. Life cycle cost analysis of the proposed alternatives

Deliverables:

Coordination Meeting Minutes

Workshop Meeting Minutes

TASK 5: REPORT

BMcD will prepare a single report that will identify potential pipeline and manhole rehabilitation methods that will be considered, including cured-in place pipe lining, slip lining, formed-in-place pipe liners, pipe replacement, concrete and cementitious sprays, folded thermoplastic pipe, grouting, spot repairs, manhole replacement, “Mr. Manhole” frame replacement, cementitious lining, and other technologies that the City may wish to consider. Also included in the report will be a summary of the data received from Task 4, as well as our evaluation and odor analysis. BMcD’s report will:

- Summarize the manhole and sewer condition assessment and associated PACP/MACP ratings with appropriate figures and tables
- Summarize and evaluate rehabilitation alternatives in terms of cost, feasibility and application
- Summarize the minimum requirements for applying for an IEPA SRF loan, as well as other important loan issues to consider
- Summarize and analyze the data obtained from Task 4, providing recommendations for the next phase of the odor control project
- Perform a life cycle cost analysis of various odor control alternatives
- Provide a recommendation(s) for the rehabilitation alternatives
- Provide an Engineer’s Opinion of Probable Construction Costs for the recommended alternative(s)

After the City has the opportunity to review and comment on the draft report, BMCD will incorporate any City comments and submit the final report for the City’s use.

Deliverables:

Draft Report

Final Report

TASK 6: PROJECT MANAGEMENT

This task includes all project management related activities. Project tasks and deliverables are outlined below:

1. Establish project communications, controls, and procedures
2. Project financial tracking, reporting and invoicing
3. Coordination of tasks
4. Quality Control Management
5. Virtual Meetings (4)
 - a. MACP and PACP Summary
 - b. Odor Control Coordination Meeting
 - c. Odor Control Workshop
 - d. Review of Draft Report

TASK 7: ALLOWANCE – MANNED PIPE ENTRY

After the City has reviewed and confirmed the recommended locations for manned pipe entry, BMcD will an approach for performing the manned entry. For the purposes of this project, BMcD is including an allowance of \$21,060, which will provide inspection services for a maximum of five (5) days of manned pipe/confined space entry. BMcD will provide two (2) staff members and all necessary equipment, and it is assumed that the City will provide one to two additional staff required to provide assistance with traffic control and other above ground tasks.

TASK 8: ALLOWANCE – CONTINGENCY

A contingency allowance of \$20,000 is being provided for additional, out of scope services that may be required for additional, out of scope work that has not been identified at this time. This work may include analyzing data from Task 4 that is beyond the original scope of two (2) weeks or other additional work.

**COMPENSATION**

Burns & McDonnell proposes to perform the proposed scope of services at a not-to-exceed fee of \$192,704 to be paid on a time and materials basis. A task-by-task breakdown of the fee is included as well as a schedule of hourly professional service billing rates. We will not exceed this fee without receiving prior written authorization from the City.

SCHEDULE

Please see enclosed Exhibit C for a schedule of the work.

We appreciate the opportunity to serve the City. If you have any questions regarding this proposal, please feel free to contact us.

Sincerely,

A handwritten signature in dark ink, appearing to read "Patrick Clifford".

Patrick Clifford, PE
Regional Water Manager

A handwritten signature in dark ink, appearing to read "Paul St. Aubyn".

Paul St. Aubyn, PE
Project Manager

City of Decatur
Design Engineering Services for
Sewer Rehabilitation - Broadway & Jasper
July 11, 2022

Task Description	Associate (14)	Senior Engineer (13)	Senior Engineer (12)	Staff Engineer (11)	Assistant Engineer (9)	Expenses	Technology Charge (including in bill rates)	Task Total
1. Kick-off Meeting, Initial Data Gathering and Coordination								
Kickoff Meeting		8		8				\$3,472
Confirmation of data and initial CCTV review		2		8				\$2,044
Field work (3 days)		2		30				\$6,356
MACP and PACP documentation preparation		2		8	8			\$3,316
2. Manhole Condition Assessment								
Mobilization/Demobilization		4			16	\$4,000.00		\$7,496
MACP inspections (85 manholes, 15 catch basins/inlets)					100			\$15,900
MACP documentation, summary, and data transfers					16			\$2,544
QA/QC		8						\$1,904
3. Sewer Pipe Condition Assessment								
Sewer Analysis: 22,600 LF		4		80				\$16,632
Identification and summary of sewer pipe requiring manned entry		2		8				\$2,044
PACP documentation, summary, and data transfers				8				\$1,568
QA/QC		8						\$1,904
4. Wastewater Sampling and Odor Analysis								
Review of existing data and documents		2		8				\$2,044
Review and recommendation of sampling point		1		2				\$630
Coordination of field work and sampling, including one (1) meeting		4		8				\$2,520
Additional analysis at two (2) week intervals				12				\$2,352
Data evaluation and analysis	8	2		24				\$7,140
Odor migration analysis		1		32				\$6,510
Chemical Treatment Analysis				16				\$3,136
Lifecycle Cost Analysis				20				\$3,920
Preparation for workshop		4		12				\$3,304
Workshop	4	4		4				\$2,716
QA/QC	4	4						\$1,932
5. Report								
Draft report (including analysis and recommendations of sewer pipe, manholes, odor control, SRF loan requirements)		16		140				\$31,248
QA/QC	4	8						\$2,884
Final report		8		24				\$6,608
6. Project Management								
Project Management		40						\$9,520
7. Allowance - Manned Pipe Entry								
Safety plan	2	2	4	8				\$3,398
Mobilization/Demobilization		4			16			\$3,496
Site visit (5 days)					40	\$4,000.00		\$10,360
Report appendix				8	8			\$2,840
QA/QC	2	2						\$966
8. Allowance - Contingency								
Contingency				101		204		\$20,000
								\$0

Total hours	24	142	4	569	204			943
Hourly Billing Rate	\$245.00	\$238.00	\$216.00	\$196.00	\$159.00			
Subtotals	\$5,880.00	\$33,796.00	\$864.00	\$111,524.00	\$32,436.00	\$8,204.00	\$0.00	\$192,704.00
%		18%		58%	17%			
Rate Sheet: BMR22-3	238.8	1412.9	39.8	5661.55				
	\$6,118.80	\$35,208.90	\$903.80	\$117,185.55				

Total Fee	\$192,704
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Schedule of Hourly Professional Service Billing Rates

Position Classification	Classification Level	Hourly Billing Rate
General Office *	5	\$73.00
Technician *	6	\$89.00
Assistant *	7	\$103.00
	8	\$136.00
	9	\$159.00
Staff *	10	\$179.00
	11	\$196.00
Senior	12	\$216.00
	13	\$238.00
Associate	14	\$245.00
	15	\$249.00
	16	\$251.00
	17	\$254.00

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
4. The above rates include technology usage, software, hardware, printing & reprographics, shipping and telecommunications. Specialty items are not included in the technology charge.
5. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
6. The services of contract/agency and/or any personnel of a Burns & McDonnell subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
7. The rates shown above are effective for services through December 31, 2022, are not subject to audit, and are subject to revision thereafter.



CITY OF DECATUR ILLINOIS

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

Notice to Proceed

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

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

The City Representative for this Phase of work is _____.

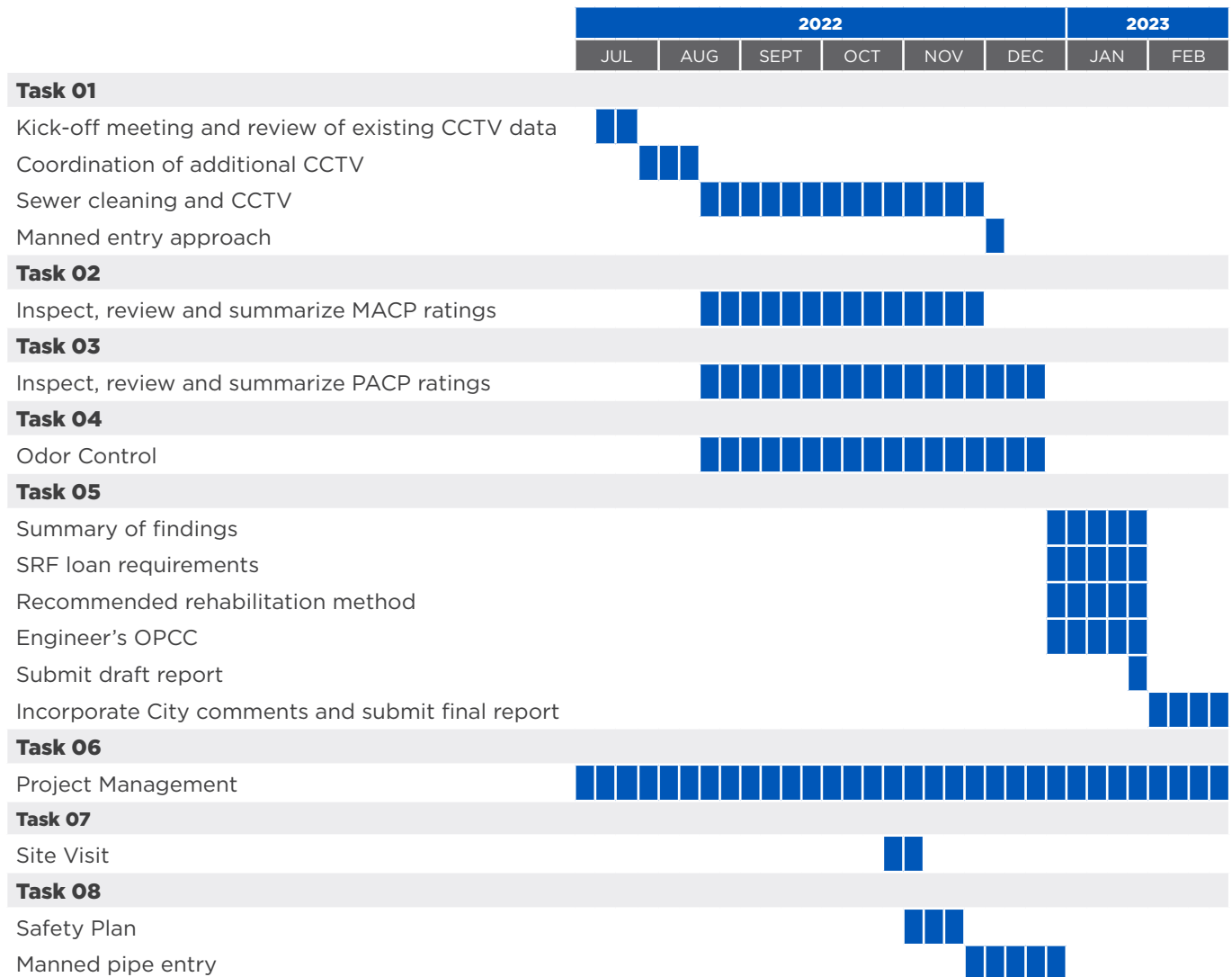
After that date, you are to start performing the work as outlined in the Scope of Services and Project Timeline included in the executed contract. Please schedule and chair a project startup meeting at your earliest convenience.

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

ACCEPTANCE OF NOTICE

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

PROJECT SCHEDULE





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

Amendment No

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

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

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

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

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

State fully the nature and reason for the amendment change _____

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

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

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

Recommended _____
 Public Works Director

_____ Date

Approved _____
 Mayor

 Date

Attested _____
 City Clerk

 Date



CERTIFICATE OF LIABILITY INSURANCE

EXHIBIT E

DATE (MM/DD/YYYY)

12/1/2022

11/18/2021

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 1334942 BURNS & MCDONNELL ENGINEERING COMPANY, INC. ATTN: LYNDA LEVAN PO BOX 419173 KANSAS CITY MO 64141-6173 HANKEL, LEANN	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Liberty Mutual Fire Insurance Company	NAIC # 23035
	INSURER B: Steadfast Insurance Company	26387
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES * CERTIFICATE NUMBER: 17187302 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	N	N	TB2-641-432888-031	12/1/2021	12/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	AS2-641-432888-041	12/1/2021	12/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WC2-641-432888-011	12/1/2021	12/1/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PROFESSIONAL LIABILITY	N	N	EOC 7042179-01	12/1/2021	12/1/2022	\$1,000,000 PER CLAIM; \$1,000,000 AGGREGATE

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

CERTIFICATE HOLDER

17187302
SAMPLE

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

Exhibit G

CONSULTING ENGINEER'S DISCLOSURE AFFIDAVIT

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

STATE OF Illinois)
) ss.
 COUNTY OF Cook)

SECTION I. BUSINESS STATUS STATEMENT

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

A. Burns & McDonnell Engineering Company, Inc. (Hereinafter "Consulting Engineer") is a:
 Company Name

(Place mark in front of appropriate type of business)

X Corporation (if a Corporation, complete B)

_____ Partnership (if a Partnership, complete C)

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

_____ Individual Proprietorship (if an Individual, complete D)

Consulting Engineer's Federal Tax Identification Number is 43-0956142.

B. CORPORATION

The State of Incorporation is Missouri

Registered Agent of Corporation in Illinois:	Business Information (If Different from Above):
Name	<u>9400 Ward Parkway</u> Company Address, Principal Office
Address	<u>Kansas City, MO 64141</u> City, State, Zip
City, State, Zip	<u>816-333-9400</u> <u>816-822-3419</u> Telephone Facsimile
Telephone	<u>www.burnsmcd.com</u> Website

The corporate officers are as follows:

President: Ray Kowalik

Vice President: Scott Newland

Secretary: Heather Schmitz

C. PARTNERSHIP OR LLC

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

Name	Home Address & Telephone

Name	Home Address & Telephone

Name	Home Address & Telephone

The business address is _____

Telephone: _____ Fax: _____

D. INDIVIDUAL PROPRIETORSHIP

The business address is _____

Telephone: _____ Fax: _____

My home address is _____

Telephone: _____ Fax: _____

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

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

Check One:

_____ Others Interested in Contract X None

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

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

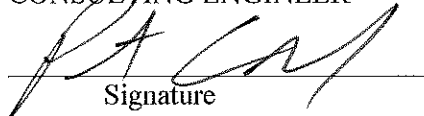
SECTION III. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

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

SECTION IV. FAMILIARITY WITH LAWS STATEMENT

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

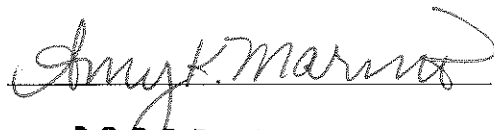
CONSULTING ENGINEER


Signature

Patrick Clifford
Printed Name

Global Procurement Manager
Title

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



Notary Public

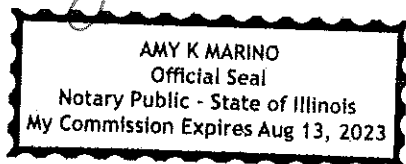


Exhibit H		
DIRECT HOURLY LABOR COSTS OF THE CONSULTING ENGINEER		
As of the date of this contract.		
Project Name: Broadway and Jasper Street Sewer Rehabilitation		
Consulting Engineer: Burns & McDonnell Engineering Co., Inc.		
Classification	Minimum	Maximum
Principal	\$245	\$254
Project Manager	\$216	\$238
Structural Engineer		
Senior Engineer	\$216	\$238
Engineer	\$179	\$196
Senior Technician		
Technician	\$89	\$159
Professional Land Surveyor		
Construction Inspector		
Structural Engineer		
Clerical	\$73	\$89

Note: A full schedule of hourly professional service billing rates is included in the scope of work.

Exhibit I - CITY OF DECATUR INVOICE DATA SHEET

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

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

Consulting Engineer's
Signature: _____

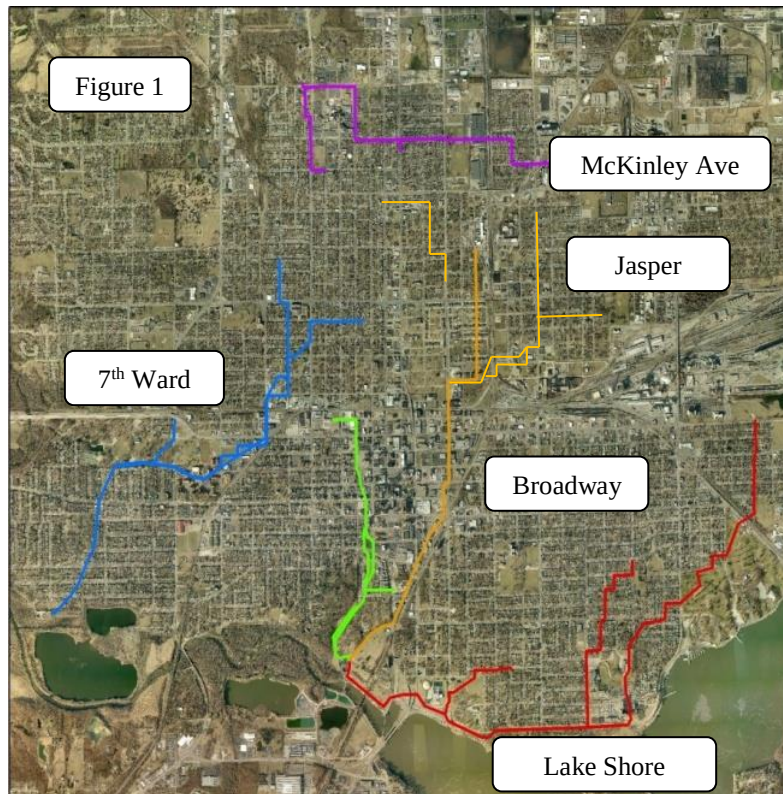
Title: _____

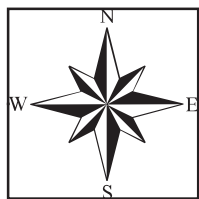
Appendix A. Prior Council Action

- **October 6, 2008** – The City Council approved resolution R2008-160 authorizing \$135,000 to Bainbridge, Gee, Milanski & Associates (BGM) to prepare a master plan for the sanitary sewer system.
- **October 26, 2009** – The City Council received Council Memorandum 2009-102 that provided an update to the work being done on the Sanitary and Stormwater Master Plans.
- **June 3, 2010** – The City Council received Council Memorandum 2010-31 that provided an update on when the Stormwater Master Plan Funding Supplement, Sanitary Sewer Master Plan and Water Main Tapping Fee Update would be presented to council.
- **November 1, 2010** – The City Council met in Study Session to discuss the Big Four Projects; Water Infrastructure, Sanitary Sewer Infrastructure, Stormwater Infrastructure and the Police Department Space Needs. The Sanitary Sewer Master Plan discusses the need for rehabilitation of the City's Large Diameter Critical Sewers.
- **January 18, 2011** – The City Council approved resolution R2011-03 authorizing \$166,250 to Bainbridge, Gee, Milanski and Associates, Inc. to prepare the Critical Sewers Facilities Plan for Illinois Environmental Protection Agency (IEPA) approval. IEPA requires a Facility Plan to receive state administered loan program funds.
- **February 7, 2011** – The City Council approved Ordinance 2011-07 amending Chapter 74, Sanitary Sewer System, to provide a \$0.12 per year increase to the sewer rate each year for 5 years beginning on May 1, 2011.
- **May 7, 2012** – The City Council approved resolution R2012-96 authorizing \$390,471 to Bainbridge, Gee, Milanski and Associates, Inc. to Design the Lake Shore Drive Sewer Rehabilitation Project.
- **April 15, 2013** – The City Council approved Ordinance 2013-28 authorizing the City of Decatur to borrow funds from the Water Pollution Control Revolving Loan Fund.
- **April 15, 2013** – The City Council approved resolution R2013-36 authorizing an agreement with Bainbridge, Gee, Milanski and Associates, Inc. for a fee of \$550,000 to provide construction inspection services for the Lake Shore Drive Sewer Rehabilitation Project.
- **April 15, 2013** – The City Council approved resolution R2013-37 exempting the Lake Shore Drive Sewer Rehabilitation project from the hours of construction limitation required by Chapter 48, Section 12 of the City Code.
- **May 20, 2013** – The City Council approved resolution R2013-50 authorizing an agreement with Bainbridge, Gee, Milanski & Associates, Inc. to design the Union Street Sewer Rehabilitation for a fee not to exceed \$198,700.
- **April 21, 2014** – The City Council approved Ordinance 2014-16 authorizing the City of Decatur to borrow funds up to \$2,608,700 from the Water Pollution Control Loan Program to cover engineering and construction costs for the Union Street Sewer Rehabilitation project.

- **April 21, 2014** – The City Council approved resolution R2014-26 authorizing an agreement with Bainbridge, Gee, Milanski & Associates, Inc. for construction engineering and resident inspection services for the Union Street Sewer Rehabilitation project for a fee not to exceed \$204,000.
- **September 2, 2014** – The City Council approved resolution R2014-104 accepting the bid and authorizing a contract with Insituform Technologies USA, LLC for the Union Street Sewer Rehabilitation project contingent upon approval of award and loan offer from the Illinois Environmental Protection Agency. The awarded amount with contingencies was for a fee not to exceed \$2,133,811.09.
- **March 16, 2015** – The City Council approved resolution R2015-28 authorizing an agreement with Bainbridge, Gee, Milanski & Associates, Inc. to design the 7th Ward and McKinley Sewer Rehabilitation for a fee not to exceed \$297,000.
- **June 6, 2016** – The City Council approved Ordinance 2016-30 authorizing the City of Decatur to borrow funds up to \$15,296,160 from the Water Pollution Control Loan Program to cover engineering and construction costs for the 7th Ward Sewer Rehabilitation project.
- **June 6, 2016**– The City Council approved resolution R2016-64 authorizing an agreement with Bainbridge, Gee, Milanski & Associates, Inc. for construction engineering and resident inspection services for the 7th Ward Sewer Rehabilitation project for a fee not to exceed \$944,000.
- **January 17, 2017** – The City Council approved resolution R2017-01 accepting the bid and authorizing a contract with SAK Construction, LLC for the 7th Ward Sewer Rehabilitation project contingent upon approval of award and loan offer from the Illinois Environmental Protection Agency. The awarded amount with contingencies was for a fee not to exceed \$7,978,113.12.
- **August 7, 2017**– The City Council approved resolution R2017-22 authorizing a change order Chastain and Associates, LLC for design engineering for the McKinley Sewer Rehabilitation Project for a fee not to exceed 41,300.
- **November 5, 2018** – The City Council approved Ordinance 2018-60 authorizing the City of Decatur to borrow funds up to \$7,900,000 from the Water Pollution Control Loan Program to cover engineering and construction costs for the McKinley Sewer Rehabilitation project.
- **June 3, 2019** – The City Council approved resolution R2019-79 authorizing an agreement with Crawford, Murphy & Tilly, Inc. for construction engineering and resident inspection services for the McKinley Sewer Rehabilitation project for a fee not to exceed \$490,383.
- **September 3, 2019** – The City Council approved resolution R2019-121 accepting the bid and authorizing a contract with SAK Construction, LLC for the McKinley Sewer Rehabilitation project contingent upon approval of award and loan offer from the Illinois Environmental Protection Agency. The awarded amount with contingencies was for a fee not to exceed \$5,379,460.31

EXHIBIT A





Overall Sewer Location Map



Legend

- Jasper_Sewer
- Jasper_Relief_Sewer
- Upper_Broadway_Sewer
- Lower_Broadway_Sewer
- Street_Centerlines

Public Works

DATE: 7/11/2022

MEMO: 2022-39

TO: Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Matt Newell, P.E. Public Works Director
Keith Alexander, Water Production Manager

SUBJECT:

Resolution Authorizing a Professional Engineering Services Agreement with INTERA Inc. for DeWitt County Wellfield Improvements, City Project 2022-05

SUMMARY RECOMMENDATION:

It is recommended that Council adopt the attached resolution authorizing a Professional Engineering Services Agreement with INTERA Inc. for DeWitt County Wellfield Improvements, City Project 2022-05 for a fee not to exceed \$396,802.50.

COUNCIL PRIORITY GOALS:

This project works to address the City Council's Priority Goal #6, Key Implementation Strategy #4: Increase Decatur's water supply.

BACKGROUND:

In 2021, the City Council conducted two study sessions dealing with water supply, watershed management, water treatment and water distribution issues. Several decisions came out of the sessions including a multi-year effort to increase the City's useable raw water supplies by increasing water output from the DeWitt fields, pumping water out of the former Vulcan pit owned by the city, and acquiring and using water supplies from Lake Tokorozawa / Rhodes.

All of INTERA's 2019 recommendations are listed on Attachment A as a timeline.

- The first recommendation: Withdraw water from Lake Decatur to minimum pool elevation. This has been implemented and has reduced the City's supplemental water shortage by about 54%.
- The second recommendation: Improve the DeWitt County Well Field, is discussed in detail below and is the subject of this proposed council action.
- The third and fourth recommendations: Former Vulcan Pit and Lake Tokorozawa, is currently under study by INTERA. This action was approved by the City Council on May 2, 2022.
- The last recommendation: Locating a viable aquifer downstream of the Lake Decatur Dam, has not been acted upon yet. This item is dependent on the to-be-completed recommendations regarding Lake Tokorozawa.

DeWitt County Wellfield

Following the severe drought of 1988, the City purchased 120 acres of farm land for an emergency well field to draw water from the Mahomet Valley Aquifer. Construction of the DeWitt Wellfield started in 1992. Construction of eight wells with well houses was completed in 1994 in time to operate the well field to supplement low flows in the Sangamon River and Lake Decatur that year.

The well field is located approximately 6 miles north of Argenta adjacent to a tributary of Friends Creek. Water pumped from the wells is collected via a network of collector pipes and open swales and conveyed to a settling lagoon. Water then flows over a concrete weir into the Friends Creek tributary, then to the Sangamon River and eventually Lake Decatur.

The well field has only been used during extremely dry or drought conditions in 1994 (34 days), 1999 (99 days), 2005 (63 days), 2007 (39 days), 2011 (113 days) and 2012 (75 days). Even though the wellfield has not been used extensively, the diesel engines that provide power to the well pumps are beyond their reliable service life and have required expensive repairs over the past few years. The wells and pumps are due for comprehensive inspections and performance testing. The collector pipe system is not capable of delivering the maximum amount of water that can be pumped from the wellfield over the short term.

The proposed improvements do not include the construction of a pipeline to pump water from the wellfield directly to Lake Decatur as the pipeline construction cost is deemed as being too expensive compared to the significantly limited amount of time that it would be used during extremely dry or drought conditions.

This project is planned to have two phases. In this agreement, INTERA will provide the following Phase 1 tasks. The culmination of Phase 1 is a preliminary engineering report with recommendations that will be used to determine whether some or all of the wellfield improvements should be constructed in Phase 2.

Phase 1 Tasks

1. Inspect and Test the Eight High-Capacity Wells
 - a. Kickoff Meeting / Wellfield Reconnaissance
 - b. Well Contractor Request for Proposals and Bid Selection
 - c. Well Testing Oversight / Sampling
 - d. Wellfield Testing Analysis/Report
2. Assess Aeration Channel/Settling Lagoon Performance
 - a. Collect Water Samples and real-time water quality
 - b. Evaluate System Effectiveness/report
3. Assess Hydraulic Performance of the Conveyance System From the Wells to the Settling Lagoon Discharge
 - a. Conveyance System Observations
 - b. Hydraulic Analysis
 - c. Alternate Designs
 - d. Report

4. Produce a Preliminary Engineering Report with Recommendations
 - a. Wells, Conveyance, Basin, Electrical, Controls
 - b. Cost & Alternative Analysis
 - c. Permitting Requirements
 - d. Preliminary Engineering Report with conceptual design drawings
 - e. Meetings

Phase 2 Tasks

If authorized by the City Council at a future date, Phase 2 is envisioned to consist of INTERA providing the following tasks:

1. Prepare engineering design plans and technical specifications for use in permitting, bidding, and construction.
2. Complete design submittals for City review at 30%, 60%, and 90% design and coordinate and attend in-person design review meetings at each stage.
3. Site visit will be conducted with the City in conjunction with review of the 30% design submittal.
4. Technical specifications and opinions of probable construction cost will be provided at 60% and 90% design.
5. Final (100%) design plans and specifications will be provided for use in permitting and bidding.
6. Hold additional virtual meetings as needed to provide monthly status updates and resolve questions and issues as they arise.
7. Prepare an Engineer's Report in support of the construction permit application as required by the Illinois Administrative Code (IAC).
8. Prepare the IEPA construction permit application for the project and will submit it to the City for signatures and submittal to the IEPA.
9. Obtain other required state and local permits.
10. Meet with staff to review the City's procurement procedures and requirements.
11. Prepare complete bidding documents based on the City's required front-end documents, technical specifications, design plans, and other information.
12. Provide assistance to the City in advertising for bids, conducting a pre-proposal meeting and site visit, and responding to requests for information from bidders, and preparation of addenda.
13. Review and evaluate bids received based on criteria established in advance with City staff.
14. Prepare a memorandum summarizing the bid analysis and make a recommendation for award to the bidder that will provide the best performance and value to the City.

It is anticipated there will be several recommended Phase 2 wellfield improvements, including, but not necessarily limited to:

- Targeted well rehabilitation or abandonment and installation of electric-powered pumping equipment to improve the quantity of water that the well field is capable of producing.
- Removal of diesel engines, drives, and fuel storage.
- Installation of equipment and connections to supply reliable electric power to the new pumping equipment. The supply may consist of connection to a local electric power provider, or a micro-grid system consisting of solar and battery storage with interconnection to the local electrical power provider based on the economic evaluation

completed in Phase 1.

- Well houses, metering and other instrumentation, control systems, and telemetry to facilitate remote monitoring and control.
- Improvements to the wellfield's conveyance system, as may be required for the improved wellfield.
- Improvements to the settling basins and channels as may be required for USEPA NPDES permit compliance and for water quality improvements envisioned by Northwater Consulting and the City.

If all of the wellfield improvements recommended by INTERA in 2019 are implemented, they are estimated to reduce the City's supplemental water shortage by about 20%.

Engineering Services Firm Selection

Requests for Qualifications and Proposals were advertised in February 2022. Three firms submitted qualifications and proposals which were evaluated by City staff. The two firms which received the highest ratings were interviewed in person. Based on the results of the evaluations and interviews, and that INTERA Inc. recently reviewed, analyzed and reported on the DeWitt County Wellfield and the rest of the City's source waters, it is recommended that INTERA be awarded this agreement.

PRIOR COUNCIL ACTION:

In 2018, the City Council authorized INTERA to produce an Additional Water Supplies Report that was completed and distributed to the Council in 2019. The report contained several recommendations, including numerous DeWitt County Wellfield improvements.

On May 2, 2022, the City Council authorized INTERA to study the City's former Vulcan Pit, Lake Tokorozawa (and Rhodes Landfill) and assist City staff create an IEPA mandated Source Water Protection Plan. This study is currently in progress.

POTENTIAL OBJECTIONS: None foreseen.

INPUT FROM OTHER SOURCES:

LEGAL REVIEW: The agreement was submitted to the Legal Department on June 22, 2022.

STAFF REFERENCE: Matt Newell, Public Works Director, 424-2747. Keith Alexander, Water Production Manager, 424-2863. Matt will be in attendance at the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS:

This expenditure is included in the Water Lake Capital budget. It is anticipated that Phase 1 will be completed by April 2023. Staff time is allocated to manage the agreement.

ATTACHMENTS:

Description	Type
Resolution Authorizing a Professional	

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A PROFESSIONAL ENGINEERING SERVICES
AGREEMENT WITH INTERA INC. FOR
DEWITT COUNTY WELLFIELD IMPROVEMENTS
CITY PROJECT 2022-05**

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

Section 1. That the Professional Engineering Services Agreement for DeWitt County Wellfield Improvements, presented to the Council herewith as Exhibit 1 and made a part hereof, between the City of Decatur and INTERA Inc., and the same is hereby received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and INTERA Inc., for a fee not to exceed \$396,802.50.

PRESENTED and ADOPTED this 18th day of July 2022.

Julie Moore Wolfe, Mayor

Attest:

City Clerk

CITY OF DECATUR
PROFESSIONAL ENGINEERING SERVICES AGREEMENT

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

INTERA INCORPORATED

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

SCOPE OF WORK

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

SECTION I. GENERAL

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

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

SECTION II. BASIC SERVICES

A. STUDY AND REPORT PHASE.

The Consulting Engineer shall:

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

B. PRELIMINARY DESIGN PHASE.

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

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

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

SECTION III. CITY'S RESPONSIBILITIES

The City shall,

- A. FURNISH REQUIREMENTS AND LIMITATIONS. Provide all criteria and full information as to the City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, economic parameters and any budgetary limitations; and furnish copies of all design and construction standards which the City will require to be included in the Drawings and Specifications.
- B. FURNISH INFORMATION. Assist the Consulting Engineer by placing at the Consulting Engineer's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- C. FURNISH TECHNICAL INFORMATION. Furnish to the Consulting Engineer, as required for performance of the Consulting Engineer's Basic Services (except to the extent provided otherwise in Exhibit A, "Scope of Work"), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; all of which the Consulting Engineer may rely upon in performing the Consulting Engineer's services.

- D. SURVEYS AND REFERENCE POINTS. Provide field control surveys and establish reference points and base lines except to the extent provided otherwise in Section II to enable the Contractor(s) to proceed with the layout of the work.
- E. ACCESS TO PROPERTY. Arrange for access to and make all provisions for the Consulting Engineer to enter upon public and private property as required for the Consulting Engineer to perform the Consulting Engineer's services.
- F. REVIEW DOCUMENTS. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consulting Engineer, obtain advice of an attorney, insurance counselor and other consultants as the City's Representative deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consulting Engineer.
- G. OBTAIN APPROVALS AND PERMITS. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- H. ACCOUNTING, LEGAL AND INSURANCE SERVICE. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as the City's Representative may require or the Consulting Engineer may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by the Contractor(s), such auditing service as the City's Representative may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract, and such inspection services as the City's Representative may require to ascertain that the Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work except as otherwise provided in Section II.
- I. NOTIFY THE CONSULTING ENGINEER OF DEFECTS OR DEVELOPMENT. Give prompt written notice to the Consulting Engineer whenever the City's Representative observes or otherwise becomes aware of any development that affects the scope or timing of the Consulting Engineer's services, or any defect in the work of the Contractor(s).

SECTION IV. GENERAL CONSIDERATIONS

- A. SUCCESSORS AND ASSIGNS. The City and the Consulting Engineer each binds their respective partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as below, neither the City nor the Consulting engineer shall assign, sublet, or transfer their respective interests in this Agreements without the written consent of the other. Nothing herein shall be construed as created any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consulting Engineer.
- B. OWNERSHIP OF DOCUMENTS. All drawings, specifications, reports, records, and other work product developed by the Consulting Engineer in connection with this Project are public documents and, upon payment to the Consulting Engineer, shall remain the property of the City whether the Project is completed or not.
- C. ESTIMATES OF COST (COST OPINION). Since the Consulting Engineer has no control over the cost of labor and materials, or over competitive bidding and market conditions, estimates of construction cost provided are to be made on the basis of the Consulting Engineer's experience and

qualifications, but the Consulting Engineer does not guarantee the accuracy of such estimates as compared to the Contractor's bids or the Project construction cost.

D. INSURANCE.

1. Requirement. During the term of this Agreement, at its own cost and expense, the Consulting Engineer shall maintain in full force and effect insurance policies as enumerated below.
2. Policy Form. All policies save for the professional liability shall be written on an occurrence basis. Professional liability insurance can be either claims made or occurrence basis policies.
3. Additional Insured. The City of Decatur and its officers and employees shall be named as additional insured parties on the general liability policy and included as additional insured parties on the automobile liability policy. The City's interests as additional insured parties shall be on a primary and non-contributory basis on all policies and noted as such on the insurance certificates.
4. Qualification of Insurers. All policies will be written with insurance carriers qualified to do business in the State of Illinois rated A-VIII or better in the latest Best's Key Rating Guide.
5. Form of Policy. All policies shall be written on the most current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is equal to or broader than the ISO or NCCI form.
6. Time of Submission; Certificate of Insurance. At or before the time of execution of this agreement and prior to commencing any work activity on the project, the Consulting Engineer shall provide the City's Representative with certificates of insurance showing evidence the insurance policies noted below are in full force and effect. Consulting Engineer shall give the City's Representative at least 30 days written notice prior to any material change, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be 10 days. The certificates shall be attached hereto as Exhibit E. The Consulting Engineer shall provide any renewal certificates of insurance automatically to the City's Representative at least 30 days prior to policy expiration. The certificate must certify the following:
 - a. Name and address of party insured.
 - b. Name(s) of insurance company or companies.
 - c. Name and address of authorized agent executing such certificate.
 - d. Description of type of insurance and coverage afforded thereunder.
 - e. Insurance policy numbers.
 - f. Limits of liability of such policies and date of expiration of policies.
 - g. To the extent the same is available, insurance company or companies shall further certify that said policies shall not be modified, cancelled or terminated until after written notice to the City's Representative per standard ISO accord form wording and the policy provisions.
7. Types and Limits of Insurance. The Consulting Engineer shall provide the following:
 - a. Workers' Compensation:

Coverage A: Statutory Limits

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

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

Personal Injury Liability coverage.

- c. Automobile Liability: Combined single limits of, no less than, one million dollars (\$1,000,000) per occurrence. Auto liability shall include hired and non-owned autos.
 - d. Professional Liability: A professional liability errors and omissions policy with limits of, no less than, one million dollars (\$1,000,000) per claim. If said policy is written on a claims made basis, the retroactive date of the policy must predate the date of this agreement. In addition, the policy term must extend one year beyond completion date of this agreement.
 - e. Self-insured: If a self-insured retention or deductible is maintained on any of the policies, the Consulting Engineer shall provide the amount of the self-insured retention or deductible to the City. Such deductibles shall be subject to approval by the City. Such approval shall not be unreasonably withheld. The Engineer will be held solely responsible for the amount of such deductible and for any co-insurance.
8. Insurance Not A Limitation. The insurance coverage and requirements contained in this Section shall not be construed to be a limitation of liability for the Consulting Engineer.

E. TERMINATION

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

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

- G. INDEPENDENT CONTRACTOR STATUS. Nothing contained in this Agreement shall be construed to make the Consulting Engineer an employee or partner of the City. The Consulting Engineer shall at all times hereunder be construed to be an independent contractor.
- H. FEDERAL FUNDING. If Federal Funds are utilized as a source of Project funding, the Consulting Engineer shall abide by the terms of all Federal requirements in the performance of duties hereunder.
- I. AMENDMENT OF AGREEMENT. This Agreement shall be amended or supplemented only in writing and executed by both parties hereto.
- J. HOLD HARMLESS. Consulting Engineer shall indemnify and save harmless the City, its officers and employees against claims for damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and including reasonable attorney's fees incurred by the City or required in any way to be paid by the City, in defense thereof, and shall indemnify and save harmless the City from all claims, demands, suits, actions or proceedings including Worker's Compensation claims, of or by anyone whomsoever, to the extent proximately caused or proximately arising out of negligent acts or omissions to act by Consulting Engineer in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the Consulting Engineer or its subcontractors.
- Insurance coverage specified in this Agreement constitutes the minimum requirements and said requirements shall not lessen or limit the liability of the Consulting Engineer under the terms of the Agreement. The Consulting Engineer shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance that, in the Consulting Engineer's own judgment, may be necessary for the Consulting Engineer's proper protection in the prosecution of the work. Neither Party shall be liable to the other Party for incidental, indirect, special or consequential damages.
- K. COPYRIGHT ASSIGNMENT. The Consulting Engineer assigns to the City any and all of Consulting Engineer's rights under copyright laws for work prepared by the Consulting Engineer, its employees, subcontractors or agents in connection with this Contract, including any and all rights to register said copyright, renewal rights, determination rights and import rights. The Consulting Engineer agrees to execute any additional documents the City may request to effectuate the assignment of said copyright.
- L. NO BID RIGGING, BID ROTATION. The Consulting Engineer certifies, in accordance with Section 33E-11 of the Illinois Criminal Code, that the Consulting Engineer is not barred from bidding on contracts as a result of a violation of either Section 33E-3, Bid Rigging, or Section 33E-4, Bid Rotating, of the Illinois Criminal Code. The Consulting Engineer so certifies in the Non-Collusion Statement, attached and marked herein as Exhibit G and incorporated herein by reference.
- M. NO DELINQUENT TAXES. The Consulting Engineer agrees that it is not delinquent in payment of any and all taxes in any State or any political subdivisions therein and shall so certify in the Affidavit of No Delinquent Taxes, attached and marked herein as Exhibit G, and incorporated herein by reference.
- N. DRUG FREE WORKPLACE. The Consulting Engineer agrees that it shall comply with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et seq. If the Consulting Engineer has twenty-five (25) or more employees or this contract is for more than Five Thousand Dollars (\$5,000.00), the Consulting Engineer shall provide to the City the Drug Free Workplace Certification attached and marked herein as Exhibit G and incorporated herein by reference.
- O. SEVERABILITY. If any section, terms or provisions of this Agreement or the application thereof shall be held to be invalid or unenforceable, the remainder of each section, subsection, term or

provision of this Agreement or the application of the Agreement to the parties, shall not be affected thereby.

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

SECTION V. PAYMENT

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

For the purposes of this Agreement, the principals and employees of the Consulting Engineer and their hourly direct labor costs are set forth in Exhibit H hereto.

- B. SUBCONSULTANT. The City shall pay the Consulting Engineer for services and reimbursable expenses of subconsultants engaged by the Consulting Engineer with the approval of the City's Representative, the amount billed by the Subconsultant to the Consulting Engineer times an approved multiplier of 15%.

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

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

D. PAYMENT FOR WORK COMPLETED

1. Monthly Progress Payments. Monthly progress payments may be requested by the Consulting Engineer for work satisfactorily completed and shall be made by the City to the Consulting Engineer as soon as practicable upon submission of statements requesting payment by the Consulting Engineer to the City. Each statement shall be accompanied by an Invoice Data Sheet as shown in Exhibit I. If the Consulting Engineer prefers, the Invoice Data sheet may serve as the Consulting Engineer's invoice.
2. Monthly Progress Reports. The Consulting Engineer shall prepare a monthly progress report indicating the amount of work completed based on the approved scope of work and any approved addendums. The Consulting Engineer shall also prepare a progress chart showing the upper limit of compensation approved by the contract, the planned time of completion, the estimated completion to date, the percentage of the approved contract amount earned, the percentage of elapsed time, and the currently forecasted amount of work required to complete the project. The Consulting Engineer may use an electronic spreadsheet template prepared by the City's Representative to prepare the progress chart.
3. Maximum Payment Requests. No payment request made pursuant to subparagraph 1 of this Section V shall exceed the estimated maximum total amount and value of the total work and services to be performed by the Consulting Engineer under this Agreement for that phase or

additional service without the prior authorization of the City's Representative. These estimates have been prepared by the Consulting Engineer and supplemented or accompanied by such supporting data as may be required by the City's Representative.

4. Time and Manner of Payments. Upon receipt of a properly invoiced payment request, the City shall pay the amount due less any amounts allowed to be retained or withheld by the City under this Agreement within 60 days of receipt of the invoice.
 5. Release of Claims. Upon satisfactory completion of the work performed hereunder and prior to final payment under this Agreement, and as a condition precedent thereto, the Consulting Engineer shall execute and deliver to the City's Representative a release of all claims against the City arising under or by virtue of this Agreement.
 6. Local Government Prompt Payment Act. The Consulting Engineer and City hereby expressly acknowledge and agree that the Local Government Prompt Payment Act does not apply to this Agreement.
- E. PAYMENT UPON TERMINATION. In the event of termination by City under Section IV.E upon the completion of any phase of the Basic Services, progress payments due to the Consulting Engineer for services rendered through such phase shall constitute total payment for such services. In the event of such termination by City during any phase of the Basic Services, Consulting Engineer also will be reimbursed for the charges of independent professional associates and consultants employed by Consulting Engineer to render Basic Services, and paid for services rendered during that phase on the basis of Consulting Engineer's Direct Labor Costs times a factor defined in Section V.A. of this Agreement for services rendered during that phase to date of termination by Consulting Engineer's principals and employees engaged directly on the Project. In the event of any such termination, Consulting Engineer will be paid for all unpaid Additional Services rendered to date and unpaid Reimbursable Expenses that may have accrued to date.

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

DATED this _____ day of _____, 2022

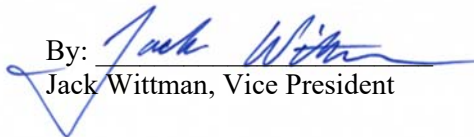
THE CITY OF DECATUR, ILLINOIS

By: _____
Mayor

ATTEST:

City Clerk

CONSULTING ENGINEER FIRM

By: 
Jack Wittman, Vice President

SCOPE OF WORK

The INTERA Team understands that the City's objective for this project is to make improvements to the DeWitt well field that will allow the City to maximize its potential for mitigating drought, reduce labor requirements and operating costs, ensure future regulatory compliance, and manage potential impacts to neighboring water users within acceptable limits. Descriptions of the INTERA team approach for Phase 1 and Phase 2 of the project are provided in the following section.

PHASE 1

Our proposed work tasks rely on two basic assumptions: 1) site information provided in RFPQ references is accurate or can be rectified within the proposed project schedule, and 2) wells/well houses have accessibility or can be easily modified for accessibility for downhole transducers and flow meters.

Task 1: Inspect and test existing eight high-capacity wells

Initially, INTERA will perform an onsite inspection of all eight high-capacity well installations. The inspection will provide insight into the current condition of each well and to determine if flow meters and down hole pressure transducers can be installed in each well for subsequent pump testing.

INTERA will prepare a detailed request for proposals (RFP) for performing routine preventative maintenance (RPM) and a step-drawdown hydraulic testing program for each well. The RFP will be forwarded to experienced well pump contractors to provide competitive pricing for the City. The RFP will request a specific scope of work for evaluating the mechanical integrity of the existing pumping equipment and hydraulic performance of each well to better determine if specific pumping equipment needs to be re-built or replaced, and if any of the high-capacity wells need to be rehabilitated. INTERA will review all proposals and recommend a qualified pump contractor to perform the specific scope of work (SOW). The RFP will specify work for each well to measure mechanical and hydraulic performance, including:

- Check pump vibration
- Check shaft power
- Inspection of stuffing box and packing material
- Perform pump shut off test and two flow point tests, plot on original pump curve to assess hydraulic performance of pumping equipment
- Record well static water level
- Conduct 8-hour step drawdown test (i.e., four constant rate pumping steps each approximately 2 hours in length) to further assess the hydraulic performance of the well
- Assess possible sand content during the step-drawdown test utilizing a Rossum sand sampler or equivalent device

All data from well testing will be collated and analyzed. Input from the selected pump contractor will also be incorporated to provide an assessment of the individual pumping equipment and the current hydraulic performance of the well. This information will be compared with the raw well water quality data (see below) to determine which wells need to be rehabilitated, and to develop a specific methodology to increase well production capacity.

Specific raw water quality samples (i.e., iron, manganese, arsenic, total suspended solids, etc.) will be collected from each well during the Task 1 step-drawdown testing program. In addition, at each well two water samples (one sample collected within 5 minutes of pumping and a second sample collected after 30 minutes of pumping) will be collected and submitted to Water Systems Engineering, Inc., Ottawa, KS to perform a complete well profile analysis. From extensive experience, well profile analysis results are very useful for assessing the geochemical, corrosion potential and natural occurring bacterial/biofouling condition of a pumping well and the adjacent aquifer. The well profile analysis results will be compared to the Task 1 results to further assess if a well needs to be rehabilitated, and what specific methodology is needed (i.e., mechanical energy, and/or injection of specific chemicals) to increase well production capacity.

Task 2. Assess aeration channel/settling lagoon performance

Previous reports have surmised that the transverse weirs located in the settling lagoons may not provide iron removal as intended when constructed and may not be required for NPDES permit compliance (Black & Veatch, 2007). Recent visual inspection of the settling lagoons shows significant filling and vegetative growth that may change treatment effectiveness. To assess the aeration and settling processes in place between the raw groundwater discharge and the receiving surface water (a tributary to Friends Creek), samples will be collected at specific locations along the water path from each well to the outlet weir and in the receiving stream.

During pump testing of each well, water samples will be collected at several locations: 1) at or near as practical to the well head as mentioned in Task 1, 2) at discharge to the aeration channel, 3) at entry to the settling lagoons, and 4) at discharge over the outlet weir. Samples also will be collected from the receiving stream: 1) above the outlet weir at different times during testing to provide some assessment of variation in stream/ditch water quality, 2) in the mixing zone just below the outlet weir, and 3) at the culvert beneath Cemetery Road, several hundred yards below the outlet weir.

Sample analyses will be conducted by a contract lab. If the City desires, selected analyses (e.g., major anions and cations) could be conducted in-house at the Decatur South Water Treatment Plant (SWTP). This work will be coordinated with Northwater Consulting to achieve efficient use of resources and consensus on steps forward to improve performance of the treatment processes, if necessary.

Task 3. Assess hydraulic performance of the conveyance system from the wells to the settling lagoon discharge

INTERA will provide a hydraulic analysis of the wellfield conveyance system, including the pipe system and the settling lagoon outfall. The purpose of the analysis will be to identify flow restrictions that may limit operation of the wellfield. Alternatives for modification of the system to remove flow restrictions will be assessed in this Task and discussed in the Preliminary Engineering Report.

INTERA has reviewed the 2007 report by Black & Veatch and the 2020 Dewitt County wellfield map and hydraulic analysis provided by the City. There are notable differences between the pipe materials and sizes described in the two reports that must be accounted for (see figures below). We will inspect and confirm the dimensions, pipe materials, and inverts, and will identify any discrepancies before conducting hydraulic analysis. We assume that the City of Decatur has as-built plans for the wellfield

modifications, including pipe invert elevations. If this is not the case, our Phase I hydraulic analysis will assume that the pipe and weir invert elevations reported in Black & Veatch (2007) are correct, and we will update the pipe sizes and materials to coincide with the 2020 data provided by the City. Those assumptions will allow for a preliminary analysis of the conveyance system. If necessary, a full site survey will be made that will provide the details of the upgrades, to refine the hydraulic analysis, before design modifications are designed.

1Preliminary hydraulic calculations will be made prior to pump testing in Task 1. During Task 1 testing, INTERA will monitor the discharge from the wells to the pipe system and visually observe flow conditions in the conveyance system manholes and outfalls to confirm the hydraulic calculations. The focus of this effort will be to identify any unknown conditions in the system or potential failures of the conveyance system. Hydraulic calculations will be refined based on the field observations.

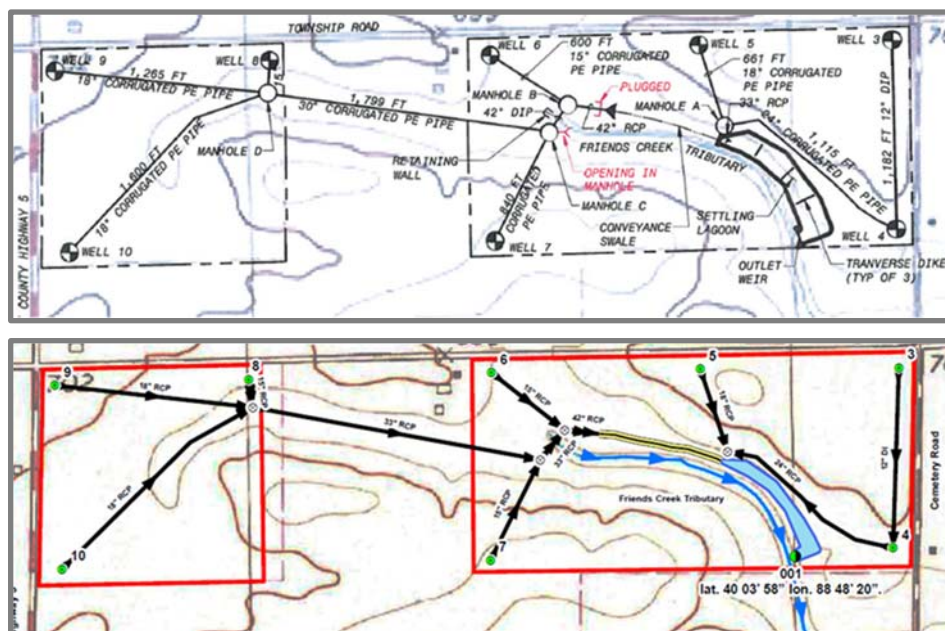


Figure 1. Wellfield piping size and materials (Black & Veatch, 2007).

Task 4. Produce a preliminary engineering report with recommendations

The INTERA team will produce a Preliminary Engineering Report (Report) that documents the evaluation of the existing DeWitt County Wellfield infrastructure and provides detailed recommendations that describe the optimal approach to improving the efficiency and reliability of the well field.

Based on the results of Tasks 1 to 3, one or more feasible and practicable alternatives to optimize the yield and improve the operational ease and efficiency of the well field will be developed. Preliminary designs will be developed to accurately scope required improvements, estimate construction and ongoing operational costs, identify permitting requirements, and explore potential funding opportunities. Each alternative will include:

- Targeted improvements to existing wells and pumping equipment to optimize the water quantity and water quality (NPDES compliance) produced by the wellfield at the least cost of operation and within acceptable impacts to neighboring well owners.
- Modifications needed to improve the hydraulic performance of the collection system and wellfield discharge at anticipated maximum production rates.
- In coordination with Northwater Consulting, potential improvements to the existing settling lagoon.
- Conversion of the well field from diesel power to electrical power, including identification of power provider and source and required infrastructure. A micro-grid option consisting of solar and battery storage will be evaluated in addition to connection to the existing electrical distribution system. Opportunities for co-funding of micro-grid and energy storage infrastructure will be investigated.
- Improvements to SCADA and controls to support effective remote operation and monitoring of the wells.
- Life-cycle cost analysis including construction costs and ongoing operating costs for labor, power, chemicals, and maintenance.

INTERA's Report will provide the City with the information required to make informed decisions regarding potential investment in improvements to the DeWitt County Wellfield. The Report will include a succinct summary of information on the existing water system, documentation of the need for the project, analysis of alternatives, and description of the recommended alternative including a basis of design and cost estimates. We will take full advantage of existing information available from previously prepared planning documents, where possible. Investigations and analyses completed for Tasks 1 to 3 will be incorporated as Appendices to the Report. The INTERA team will review and document all applicable state and local permitting requirements. Anticipating that the City may wish to pursue potential funding opportunities, we will also review applicable checklists from the ILEPA Infrastructure Financial Assistance Section of the Bureau of Water to determine if the project may be subject to review and sign-off by other state and federal agencies and tribes. The Report will include information required for a Project Plan meeting the requirements of 35 Illinois Administrative Code (IAC) Section 662.320. The draft Report will be provided to the City for review and comment, then revised as needed.

PHASE 2

Phase 2 will begin after the City has completed its review of the Preliminary Engineering Report (Report) and authorized the initiation of engineering design for infrastructure improvements to the DeWitt wellfield. The authorized project may include all or selected components of the improvements recommended in the Report and may include additional improvements identified and as directed by the City. The INTERA Team will prepare a detailed work plan for Phase 2, based on the authorized project scope. The work plan will include a detailed schedule, budget, and deliverables for work to be completed in Phase 2. We will hold a design kick-off meeting to confirm that the work plan, schedule, and deliverables fully address the City's objectives.

As stated previously, the INTERA Team understands that the City's objective for this project is to make improvements to the DeWitt wellfield that will allow the City to maximize its potential for mitigating drought, reduce labor requirements and operating costs, ensure future regulatory compliance, and

manage potential impacts to neighboring water users within acceptable limits. We anticipate that the improvements may include the following components.

- Targeted well rehabilitation or abandonment and installation of electric-powered pumping equipment to improve the quantity and quality of water that the well field is capable of producing.
- Removal of diesel engines, drives, and fuel storage.
- Installation of equipment and connections to supply reliable electric power to the new pumping equipment. The supply will consist of connection to a local electric power provider, or a micro-grid system consisting of solar and battery storage with interconnection to the local electrical power provider based on the economic evaluation completed in Phase 1.
- Well houses, metering and other instrumentation, control systems, and telemetry to facilitate remote monitoring and control.
- Improvements to the well field's conveyance system, as may be required for the improved well field.
- Improvements to the settling basins and channels as may be required for NPDES permit compliance and for water quality improvements envisioned by Northwater Consulting and the City.

For all improvements, the INTERA Team will prepare engineering design plans and technical specifications for use in permitting, bidding, and construction. We will complete design submittals for City review at 30%, 60%, and 90% design and will coordinate and attend in-person design review meetings at each stage. A site visit will be conducted with the City in conjunction with review of the 30% design submittal. Technical specifications and opinions of probable construction cost will be provided at 60% and 90% design. Final (100%) design plans and specifications will be provided for use in permitting and bidding. We will hold additional virtual meetings as needed to provide monthly status updates and resolve questions and issues as they arise.

We will prepare an Engineer's Report in support of the construction permit application as required by the Illinois Administrative Code (IAC). The Engineer's Report will include all content required by 35 IAC 602, fully utilizing information available from existing planning documents. Evaluations completed during Phase 1 will be incorporated as Appendices to the Engineering Report. The draft Engineer's Report will be provided to the City for review and revised to incorporate comments.

The INTERA Team will prepare the ILEPA construction permit application for the project and will submit it to the City for signatures and submittal to the ILEPA. It is assumed that the City will pay associated permit fees directly. We will also obtain other required state and local permits, including an NPDES Construction General Permit if greater than 1 acre will be disturbed.

We will meet with staff to review the City's procurement procedures and requirements. We will prepare complete bidding documents based on the City's required front-end documents, technical specifications, design plans, and other information. We will provide assistance to the City in advertising for bids, conducting a pre-proposal meeting and site visit, and responding to requests for information from bidders, and preparation of addenda. INTERA will review and evaluate bids received based on criteria established in advance with City staff. We will prepare a memorandum summarizing the bid analysis and make a recommendation for award to the bidder that will provide the best performance and value to the City.

TASK DESCRIPTION	Principal Engineer/Scientists					Senior Engineer/Scientists					Engineer/Scientists					Technical Editor				CAD		ADMIN		TOTAL HOURS	TOTAL LABOR
	P. Eng/Sci I	P. Eng/Sci I	P. Eng/Sci II	P. Eng/Sci III	P. Eng/Sci III	Sr. Eng/Sci I	Sr. Eng/Sci I	Sr. Eng/Sci II	Sr. Eng/Sci III	Sr. Eng/Sci IV	Eng/Sci I	Eng/Sci II	Eng/Sci II	Eng/Sci II	Eng/Sci II	Intern	Sr. Tech	Sr. Tech Ed	Tech Ed	Sr. CAD/Graph.	CAD/Graphics	Proj. Assoc.			
HOURLY RATE	\$ 265.00	\$ 265.00	\$ 240.00	\$ 225.00	\$ 225.00	\$ 205.00	\$ 205.00	\$ 190.00	\$ 175.00	\$ 160.00	\$ 150.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 76.00	\$ 125.00	\$ 125.00	\$ 88.00	\$ 100.00	\$ 85.00	\$ 80.00			
PHASE I																									
Task 1. Inspect and Test 8 Wells																									
Task 1a. Kickoff meeting / wellfield recon		8.0	10.0	14.0	24.0	14.0	10.0					14.0												94.0	\$ 19,950.00
Task 1b. Well contractor RFP & bid selection			6.0			30.0																		36.0	\$ 7,590.00
Task 1c. Well Testing Oversight / Sampling						32.0							90.0											122.0	\$ 19,160.00
Task 1d. Wellfield testing analysis/report			8.0			40.0							10.0											58.0	\$ 11,520.00
Task 2. Assess Aeration Channel/Settling Lagoon																									
Task 2a. Collect water samples (PACE Lab) and real-time water quality, coord. w/ Northwater		20.0		6.0			16.0					80.0													\$ 21,130.00
Task 2b. Evaluate system effectiveness/report		10.0		10.0							6.0														\$ 5,740.00
Task 3. Assess Hydraulic Performance																									
Task 3a. Conveyance System Observations					20.0																			20.0	\$ 4,500.00
Task 3b. Hydraulic analysis					40.0																			40.0	\$ 9,000.00
Task 3c. Alternate Designs			2.0		50.0																			52.0	\$ 11,730.00
Task 3d. Report					10.0																			10.0	\$ 2,250.00
Task 4. Prepare Preliminary Engineering Report																		24.0						24.0	\$ 2,112.00
Task 4a. Wells, Conveyance, Basin, Electrical, Controls			23.0		20.0		64.0					16.0												123.0	\$ 25,380.00
Task 4b. Cost & Alternative Analysis			16.0				16.0																	32.0	\$ 7,120.00
Task 4c. Permitting Requirements			4.0				12.0					16.0												32.0	\$ 5,660.00
Task 4d. Preliminary Engineering Report with conceptual design drawings		5.0	16.0	20.0	10.0	25.0	48.0					16.0												140.0	\$ 29,120.00
Task 4e. Meetings		8.0	13.0	8.0	8.0	8.0	13.0																	58.0	\$ 13,145.00
Task 5. Project Management	10.0	40.0												10.0	3.0									63.0	\$ 15,070.00
																								904.0	\$ 210,177.00
TOTAL HOURS:	10.0	91.0	98.0	58.0	182.0	149.0	179.0	0.0	0.0	0.0	0.0	148.0	100.0	10.0	3.0	0.0	0.0	0.0	24.0	0.0	0.0	0.0	1 052.0	\$ -	
TOTAL STAFF EXPENSE:	\$ 2,650	\$ 24,115	\$ 23,520	\$ 13,050	\$ 40,950	\$ 30,545	\$ 36,695	\$ -	\$ -	\$ -	\$ -	\$ 20,720	\$ 14,000	\$ 1,400	\$ 420	\$ -	\$ -	\$ -	\$ 2,112	\$ -	\$ -	\$ -	\$ 210,177.00	\$ 210,177.00	

TASK DESCRIPTION	TOTAL LABOR EFFORT	EXPENSES												SUBCONSULTANTS					TOTAL SUBCON EXPENSES					
		TRUCK RENTAL	GROUND	MILEAGE	POSTAGE SHIPPING	LODGING	PER DIEM	SUPPLIES	HACH RENTAL	SONDE RENTAL	TOTAL EXPENSES	Well Firm	WSE Analysis	Pace Lab	Donohue	SUB MARKUP								
Task 1. Inspect and Test 8 Wells																								
Task 1a. Kickoff meeting / wellfield recon	\$ 19,950.00			\$ 1,200.00		\$ 300.00	\$ 300.00							\$ 1,800.00					\$ 8,000.00	\$ 1,200.00	\$ 9,200.00			
Task 1b. Well contractor RFP & bid selection	\$ 7,590.00													\$ -										
Task 1c. Well Testing Oversight / Sampling	\$ 19,160.00			\$ 350.00	\$ 200.00									\$ 550.00	\$ 63,000.00	\$ 12,800.00			\$ 11,370.00	\$ 87,170.00				
Task 1d. Wellfield testing analysis/report	\$ 11,520.00													\$ -										
Task 2. Assess Aeration Channel/Settling Lagoon			\$1,000.00	\$ 400.00	\$ 1,250.00	\$ 2,400.00	\$1,000.00	\$500.00	\$800.00	\$ 800.00				\$ 8,150.00			\$13,000.00		\$ 1,950.00	\$ 14,950.00				
Task 2a. Collect water samples (PACE Lab) and real-time water quality, coord. W/ Northwater	\$ 21,130.00																							
Task 2b. Evaluate system effectiveness/report	\$ 5,740.00																							
Task 3. Assess Hydraulic Performance																								
Task 3a. Conveyance System Observations	\$ 4,500.00																							
Task 3b. Hydraulic analysis	\$ 9,000.00																							
Task 3c. Alternate Designs & Revisions	\$ 11,730.00																							
Task 3d. Report of Results	\$ 2,250.00																							
Task 4. Prepare Preliminary Engineering Report	\$ 2,112.00																							
Task 4a. Wells, Conveyance, Basin, Electrical, Controls	\$ 25,380.00																	\$ 15,320.00		\$ 17,618.00				
Task 4b. Cost & Alternative Analysis	\$ 7,120.00																	\$ 17,330.00		\$ 2,599.50				
Task 4c. Permitting Requirements	\$ 5,660.00																							
Task 4d. Preliminary Engineering Report with conceptual design drawings	\$ 29,120.00																							
Task 4e. Meetings	\$ 13,145.00				\$ 600.00		\$ 150.00	\$ 150.00						\$ 900.00				\$ 19,090.00	\$ 2,863.50	\$ 21,953.50				
Task 5. Project Management	\$ 15,070.00																	\$ 3,830.00	\$ 574.50	\$ 4,404.50				
TOTALS:	\$ 210,177.00	\$ -	\$ -	\$1,000.00	\$ 400.00	\$ 3,400.00	\$ 200.00	\$ 2,850.00	\$1,450.00	\$500.00	\$800.00	\$ 800.00	\$ -	\$ -	\$ -	\$11,400.00	\$63,000.00	\$12,800.00	\$13,000.00	\$63,570.00	\$ 22,855.50	\$ 175,225.50		
																							</	



CITY OF DECATUR ILLINOIS

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

Notice to Proceed

TO:	
City Project Name:	DeWitt County Wellfield Improvements
City Project Number:	City Project 2022-05
City Project Phase:	

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

The City Representative for this Phase of work is _____.

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

CITY OF DECATUR, IL

BY: _____
(City Engineer)

Dated this ____ day of _____, 20 ____.

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged.

BY: _____
(Signature) (Title)

Dated this ____ day of _____, 20 ____.

EXHIBIT C
PROJECT TIMELINE





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

Amendment No

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

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

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

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

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

State fully the nature and reason for the amendment change _____

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

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

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

Recommended _____
 Public Works Director

_____ Date

Approved _____
 Mayor

 Date

Attested _____
 City Clerk

 Date

Client#: 914933

INTERINC22

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/16/2022

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

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

PRODUCER USI Insurance Services LLC -CL 4630 North Loop 1604 West Suite 410 San Antonio, TX 78249		CONTACT NAME: Danelle Touchstone PHONE (A/C, No, Ext): 210-524-2094 FAX (A/C, No): 610-537-1904 E-MAIL ADDRESS: Danelle.touchstone@usi.com	
INSURED INTERA Inc. 9600 Great Hills Trl Suite 300W Austin, TX 78759		INSURER(S) AFFORDING COVERAGE INSURER A: Lloyd's of London NAIC # NONAIC INSURER B: Hartford - WC Multiple Issuing Cos 00914 INSURER C: Sentinel Insurance Company Ltd. 11000 INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Pollution Liability ☒ BI/PD DED \$10,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:		ENVP000025421	06/01/2021	06/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		65UECZR3402	06/01/2021	06/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$		ENVX000020621	06/01/2021	06/01/2022	EACH OCCURRENCE \$6,000,000 AGGREGATE \$6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? ☒ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	65WBOL6H7Y	06/01/2021	06/01/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liab Each Wrongful Act Deductible		ENVP000025421 Retroactive Date	06/01/2021 01/10/2002	06/01/2022	\$2,000,000 \$1,000,000 \$100,000

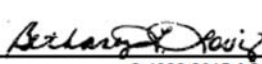
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: DECAT.C004

The Excess Policy sits over the General Liability, Pollution Liability, Automobile Liability and Professional Liability limits. Professional Liability is on a claims made basis. The General Liability and Automobile Liability policies include a blanket Additional Insured endorsement that provides Additional Insured status to the City of Decatur and its officers and employees when there is a written contract that (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of Decatur, Illinois #1 Gary K. Anderson Plaza Decatur, IL 62523	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

1 of 2

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#S36331820/M32249250

SUPZP

DESCRIPTIONS (Continued from Page 1)

requires such status and only with regard to work performed on behalf of the named insured. The General Liability, Automobile Liability, and Workers Compensation policies provide a blanket Waiver of Subrogation in favor of the Certificate Holder when required by written contract. The General Liability and Automobile Liability policies contain a special endorsement with Primary and Non-contributory wording when required by written contract. A thirty (30) days prior written notice of cancellation to certificate holder applies when required by written contract.

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

Exhibit G

CONSULTING ENGINEER'S DISCLOSURE AFFIDAVIT

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

STATE OF INDIANA)
) ss.
 COUNTY OF MONROE)

SECTION I. BUSINESS STATUS STATEMENT

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

A. INTERA Incorporated (Hereinafter "Consulting Engineer") is a:
 Company Name

(Place mark in front of appropriate type of business)

X Corporation (if a Corporation, complete B)

Partnership (if a Partnership, complete C)

Limited Liability Corporation (if an LLC, complete C)

Individual Proprietorship (if an Individual, complete D)

Consulting Engineer's Federal Tax Identification Number is 74-3010638.

B. CORPORATION

The State of Incorporation is TEXAS.

Registered Agent of Corporation in Illinois:	Business Information (If Different from Above):	
<u>Registered Agent Solutions Inc</u> Name	<u>9600 Great Hills Trail, Suite 300W</u> Company Address, Principal Office	
<u>3000 Professional Drive, Suite A</u> Address	<u>Austin, Texas 78759</u> City, State, Zip	
<u>Springfield, IL 62703</u> City, State, Zip	<u>(512) 425-2000</u> Telephone	<u>(512) 425-2009</u> Facsimile
<u> </u> Telephone	<u>www.intera.com</u> Website	

The corporate officers are as follows:

President: A. Marsh Lavenue

Vice President: Cynthia Ardito

Secretary: Van Kelley

C. PARTNERSHIP OR LLC

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

Name	Home Address & Telephone

Name	Home Address & Telephone

Name	Home Address & Telephone

The business address is _____

Telephone: _____ Fax: _____

D. INDIVIDUAL PROPRIETORSHIP

The business address is _____

Telephone: _____ Fax: _____

My home address is _____

Telephone: _____ Fax: _____

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

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

Check One:

_____ Others Interested in Contract X None

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

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

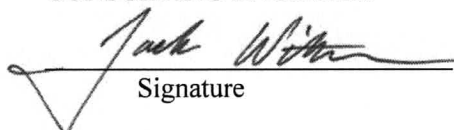
SECTION III. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

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

SECTION IV. FAMILIARITY WITH LAWS STATEMENT

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

CONSULTING ENGINEER


Signature

Jack Wittman
Printed Name

Vice President
Title

SUBSCRIBED and SWORN to before me this 6th day of July 2022.



Notary Public

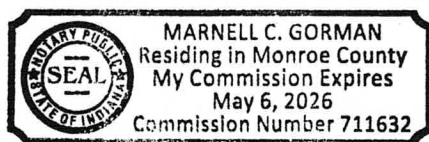


Exhibit H BILLING RATES OF THE CONSULTING ENGINEER As of the date of this contract.		
Project Name: DeWitt County Wellfield Improvements, City Project 2022-05		
Consulting Engineer: INTERA Incorporated		
Classification	Minimum	Maximum
Principal		\$265.00
Project Manager		\$265.00
Structural Engineer		---
Senior Engineer		\$205.00
Engineer		\$140.00
Senior Technician		\$125.00
Technician		\$78.00
Professional Land Surveyor	---	
Construction Inspector	---	
Structural Engineer	---	
Clerical		\$76.00

Exhibit I - CITY OF DECATUR INVOICE DATA SHEET

Project: DeWitt County Wellfield Improvements, City Project 2022-05			
(Consulting Engineer Name & Address) INTERA Incorporated 9600 Great Hills Trail, Suite 300W Austin, TX 78759		City Project No.:	2022-05
		Invoice Date:	
		Invoice Number:	
		Invoice Period From:	
		To:	
Agreement/C.O.	Date Approved	Council Bill	Upper Limit
Original Contract			\$

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

Consulting Engineer's
Signature: _____

Title: _____

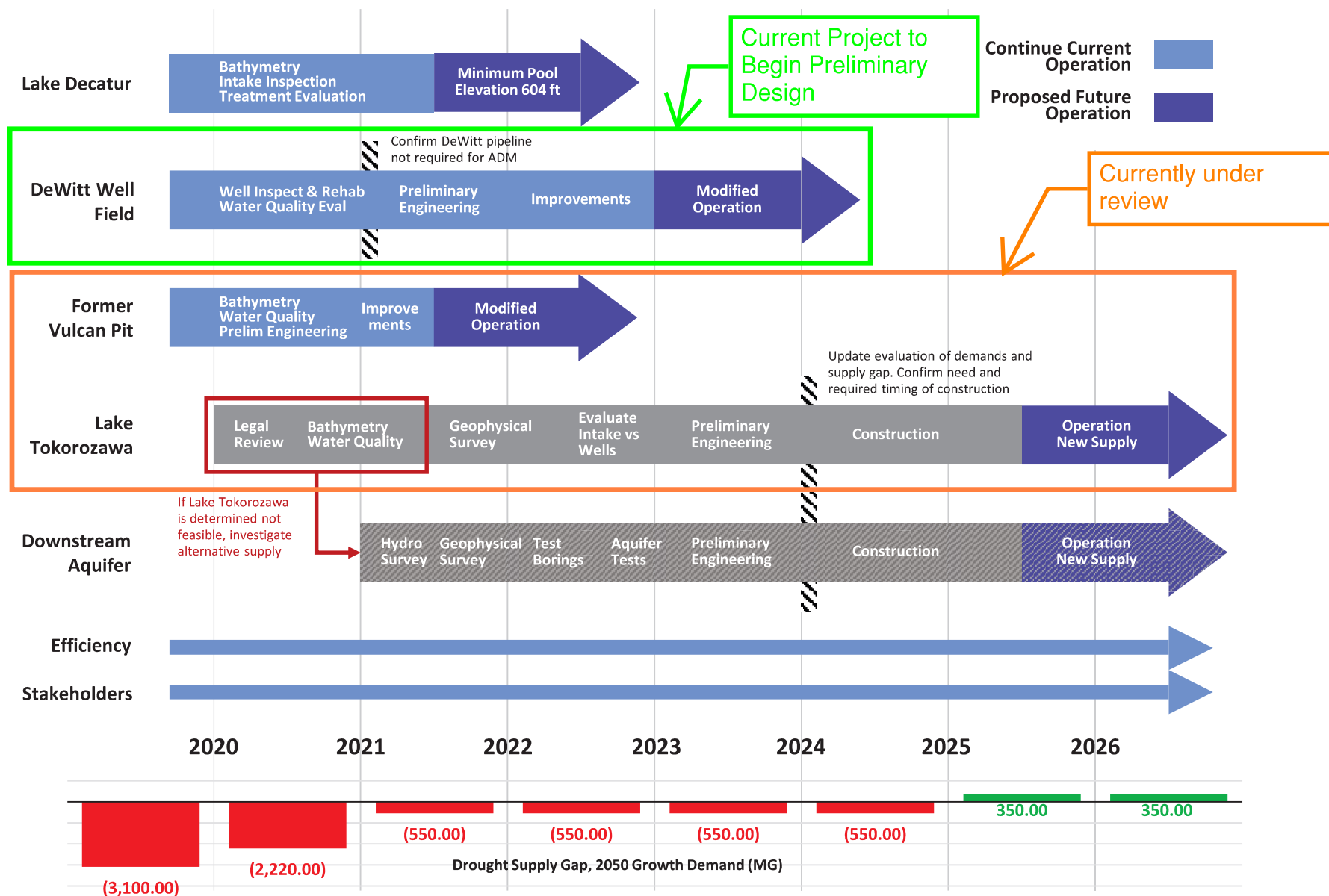


Figure 11.1: Recommended supplemental water-supply portfolio development.

Public Works

DATE: 7/13/2022

MEMO: 2022-42

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, Public Works Director
Jessica Taylor, Purchasing Supervisor

SUBJECT:

Resolution Accepting the Sourcewell Bid Price from Woody's Municipal Supply Co. for Diamond Rotary Mower Attachments

SUMMARY RECOMMENDATION:

Staff recommends awarding a contract at the Sourcewell awarded contract amount of \$52,128 to Woody's Municipal Supply Co. for new 72" side and 72" rear rotary mower attachments for #438 John Deere Tractor as requested by the Public Works Department's Municipal Services Division.

BACKGROUND:

The Municipal Services Division has requested new side rotary mower attachments and adding a rear rotary attachment to an existing 2010 John Deere Tractor. The current mower attachments are being replaced due to age and condition. It is recommended that the mower attachments be purchased using Sourcewell awarded contract pricing.

Sourcewell is a public agency that offers competitively solicited purchasing contracts for products and equipment to member agencies, so those members do not have to duplicate the solicitation process. The City joined Sourcewell several years ago to compare prices. Looking at various bidding options, including the Illinois Joint Purchasing Agreement, the Sourcewell quote is the best option for these mower attachments.

This is to replace the mower detailed below:

<u>Unit#</u>	<u>Asset#</u>	<u>Year</u>	<u>Description</u>	<u>Hours</u>	<u>VIN#</u>	<u>Condition</u>
438A	517	2009	Flail Diamond C	20,510	MF11073	Fair

The mower's delivery and installation is expected within 120 days.

DISPOSAL OF VEHICLE : The old mower will be stored at the Municipal Services Center

until scrapped.

PRIOR COUNCIL ACTION: None

STAFF REFERENCE: Matt Newell, Public Works Director, Dan Mendenall, Municipal Services Manager. Matt Newell will be in attendance to answer any questions.

BUDGET/TIME IMPLICATIONS:

Funding expenditure is allocated in the FY2022 Budget.

LEGAL REVIEW: There are no contracts for legal to review.

ATTACHMENTS:

Description	Type
Resolution Accepting the Sourcewell Bid Price from Woody's Municipal Supply Co. for Diamond Rotary Mower Attachments	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE SOURCEWELL BID PRICE FROM WOODY'S
MUNICIPAL SUPPLY CO. FOR DIAMOND ROTARY MOWER ATTACHMENTS**

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

Section 1. That the Sourcewell bid provided by Woody's Municipal Supply Co. for Diamond Rotary Mower Attachments, presented herewith as Exhibit A be, and it is hereby, received, and placed on file.

Section 2. That the Sourcewell bid price provided by Woody's Municipal Supply Co., in the amount of \$52,128.00, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Woody's Municipal Co., for their Sourcewell bid price of \$52,128.00.

Section 4. That the City Manager be, and is hereby, authorized and directed to affect payment for the acquired equipment with terms and conditions as determined by the City Treasurer and approved by the City Manager,

PRESENTED and ADOPTED this 18th day of July 2022.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

June 16, 2022

City of Decatur
#1 Civic Center
Decatur, IL 62523

Quote for a Diamond 72" Side and 72" Rear Mower with Combo Lift

- 72" Side Mower
- 72" Rear Mower
- Rear Rubber Deflector
- Front Chain Guard on the Rear Mower Only
- Hydraulic Cooling Package
- Electric Dual Travel Lock
- Front Rotary Chain Guards per Mower
- Tractor Remote Hydraulic Multiplier Valve
- Freight

Total Package Price:

\$49,278.00

Optional Removal of old equipment:

~~\$2,500.00~~

Installation:

\$2,850.00

\$52,128

Signature for approval

Date

Quote good for 30 days

PO Box 432
Edwardsville IL, 62025

www.WoodysMunicipal.com

Phone 618-656-6404
Fax 618-656-6105

SUBJECT: Resolution Authorizing Application Submittal and Execution of the Illinois Rebuild III Public Transportation Capital Assistance Grants Under the IDOT'S General Authority to Make Such Grants

ATTACHMENTS:

Description	Type
Memo for Rebuild III	Cover Memo
Resolution for Rebuild III	Resolution Letter

OFFICE OF THE CITY MANAGER

DATE: July 18, 2022

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing Application submittal and execution of the Illinois Rebuild III Public Transportation Capital Assistance Grant under the IDOT's general authority to make such grants.

RECOMMENDATION: The attached Resolution allows the City of Decatur to submit the application for the Illinois Rebuild Round III Public Transportation Capital Assistance Grant for \$4 million.

BACKGROUND: The City of Decatur has been awarded Rebuild Round I and Rebuild Round II grants. In Rebuild Round I, the City of Decatur was awarded capital grant funds for \$1.1 million towards multiple capital items or projects including replacement of one of the non-revenue work trucks that is on the City Council docket for purchase approval tonight. We also were awarded construction funds to support ongoing ADA bus stop renovations, replacing the HVAC system at both transit locations, and resurfacing the transit parking lot.

In Rebuild Round II we were awarded \$3.7 million to support the purchase and renovation of 333 E. Macon for our future bus barn as well as replacement of (4) buses. With this approval of this item, the City of Decatur is applying for the Illinois Rebuild III Public Transportation Capital Assistance Grant for capital energy and infrastructure improvements, vehicle purchases to support the current and expanding operations of our Transit System. Our current buildings need structural improvements such as new roofs and other essential repairs. To support our efforts to reduce Greenhouse Gas (GHG) emissions, we will also apply for solar panels. The past few grant cycles have allowed us to replace our revenue fleet; however, our nonrevenue vehicles are now in need of replacement. These include work trucks and supervisor vehicles that support our daily transit operations and are essential to smooth reliable transit services. If awarded this grant it will be presented to Council later, as this is the approval for the application submittal only.

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 Jon Kindseth or Lacie Elzy at 217.542.3559 or Lelzy@decaturil.gov

BUDGET/TIME IMPLICATIONS: Authorizes the application submittal of the Illinois Rebuild III Public Transportation Capital Assistance Grant under IDOT's general authority to make such grants.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING APPLICATION SUBMITTAL AND EXECUTION
OF THE ILLINOIS REBUILD III PUBLIC TRANSPORTATION CAPITAL
ASSISTANCE GRANT UNDER THE IDOT'S GENERAL AUTHORITY TO MAKE
SUCH GRANTS**

WHEREAS, The provision and capital improvement of public transportation facilities, rolling stock, equipment and services is essential to the development of safe, efficient, functional public transportation; and

WHEREAS, The Illinois Department of Transportation has the authority to make such Grants and makes funds available to offset eligible capital costs required for providing and improving public transportation facilities, rolling stock, equipment and services; and

WHEREAS, Grants for said funds will impose certain obligations upon the recipient.

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

Section 1. That an application be made to the Division of Public & Intermodal Transportation, Department of Transportation, State of Illinois (The Department), for a financial assistance grant under the Illinois Department of Transportation's general authority to make such Grants, for the purpose of off-setting eligible public transportation capital costs of the City of Decatur, Illinois

Section 2. That the City Manager, or designee, of the City of Decatur is hereby authorized and directed to sign and submit such application on behalf of the City of Decatur, Illinois.

Section 3. That the transit staff of the City of Decatur, Illinois is authorized to furnish such additional information as may be required by the Department in connection with the aforesaid application for said Grant.

Section 4. That City Manager, or designee, of the City of Decatur is hereby authorized and directed to execute on behalf of the City of Decatur the Grant Agreement or subsequent Grant Agreement Amendments resulting from aforesaid application.

Section 5. That transit staff of the City of Decatur is hereby authorized and directed to sign such documents as may be required by the Department to request payment for the project funding authorized under aforesaid Grant Agreement.

PRESENTED AND ADOPTED this 18th day of July 2022.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

SUBJECT: Resolution Accepting the Proposal and Authorizing the Contract with Houck Transit Advertising for Decatur Transit

ATTACHMENTS:

Description	Type
Memo To Execute Ad Broker Agreement	Cover Memo
Resolution	Resolution Letter
Houck Transit Advertising Agreement	Backup Material

OFFICE OF THE CITY MANAGER

DATE: July 18, 2022

TO: Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing Execution of an Advertising Broker Agreement between the City of Decatur and Houck Transit Advertising.

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

BACKGROUND: Decatur Public Transit has historically had an advertising contract with an ad broker to furnish advertisement on City of Decatur buses. This advertising contract provides a guaranteed revenue stream for Decatur Transit to be used as local share for ongoing Transit operations. Houck Transit Advertising was chosen based on their grade from the RFP proposal. Additionally, Houck is the current advertising broker used by the City. This contract doubles the guaranteed revenue produced under this contractual arrangement.

We currently only advertise on our fixed route buses, though we contemplate adding more advertising to more places, like the paratransit vehicles, the bus benches, and interior spaces in the fleet and facilities. Advertising revenue is considered local revenue generated which allows for us to leverage more grant dollars and further reduce fares.

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 Jon Kindseth or, Lacie Elzy at 424-3559 or LElzy@decaturil.gov

BUDGET/TIME IMPLICATIONS: This contract will double the guaranteed revenue from \$25,000 annually to \$50,000.

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE PROPOSAL AND AUTHORIZING THE
CONTRACT WITH HOUCK TRANSIT ADVERTISING FOR DECATUR TRANSIT**

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

Section 1. That the proposals submitted for furnishing the Transit System with the services of an advertising broker, be received and placed on file.

Section 2. That the proposal of Houck Transit Advertising be accepted and an Agreement be executed accordingly.

Section 3. That the City Manager, or designee, of the City of Decatur be, authorized and directed to execute, the contract with Houck Transit Advertising for the services and an advertising broker, as substantially attached heretofore.

PRESENTED AND ADOPTED this 18th day of July 2022

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

TRANSIT ADVERTISING BROKER CONTRACT

This contract (hereinafter called the "Agreement,") is made between the City of Decatur, Illinois (hereinafter called the "City"), and Houck Transit Advertising (hereinafter called the "Contractor"). The City and the Contractor in consideration of the mutual covenants contained herein, and for valuable considerations exchanged between the parties hereto, hereby agree as follows:

1. DEFINITIONS

Advertising - the removable panel intended to be attached to the interior and/or exterior of the City's standard transit coaches and the words, pictures and symbols visible to the public, which are put on the panel.

Billing - The total of all payments that the Contractor requests from clients in a calendar month.

Bus - A standard City transit coach for transporting passengers which is either in use or standing by as a spare on a daily basis, but not including a transit coach that is assigned to a contingency status in long term storage. The term "bus" shall not include trolley-replica transit coaches operated by the City.

Client - The person or company that has entered into a contract with the Contractor to install advertising on the City's buses.

Eliminating buses - Selling buses or assigning buses to a contingency status in long-term storage.

2. AGREEMENT DURATION

This Agreement shall be in full force and effect for a period of five (5) years, starting at 12:00a.m. (CST) on July 18, 2022 and ending at 11:59 p.m. (CST) on July 31, 2027, unless otherwise lawfully terminated under the provisions of this agreement.

3. SCOPE

The Contractor shall serve the following: functions:

- set and control the price of advertising space on the buses;
- control the use of advertising space on the buses;
- solicit and negotiate contracts for bus advertising;
- refuse objectionable, inappropriate and illegal advertising content;
- arrange the placement, removal and repair of signs;
- handle all aspects of advertising contracts including invoicing, collection and legal issues; and
- other services which may from time to time be required to fulfill the intent of this Agreement

4. **PAYMENT TERMS**

- A. In consideration of the rights and privileges granted under this Agreement, the Contractor shall make payments to the City as follows:

Percentage Payments per Month during the Agreement

- 52.00% of billings per month in the first 12 month period
- 52.00% of billings per month in the second 12 month period
- 52.00% of billings per month in the third 12 month period
- 52.00% of billings per month in the fourth 12 month period
- 52.00% of billings per month in the fifth 12 month period

Guaranteed Payments per Year during the Agreement

- \$ 50,000.00 in the first 12 month period
- \$ 50,000.00 in the second 12 month period
- \$ 50,000.00 in the third 12 month period
- \$ 55,000.00 in the fourth, 12 month period
- \$ 55,000.00 in the fifth 12 month period

If the total of the payments for any year (12-month period) does not exceed the guaranteed payment amount, then the Contractor shall pay the City the amount of the difference.

- B. The percentage payment shall be based upon the monthly billings by the Contractor and not upon monthly receipts. Contractor bears the responsibility for all uncollectible billing, except in the case of a legally filed bankruptcy.
- C. The guaranteed payment and the percentage payment rate shall be appropriately adjusted, by mutual consent of the parties, in the event that the City eliminates buses or adds buses to its fleet.
- D. The Contractor shall furnish the City each month a copy of the client billing and at the same time shall remit to the City the percentage payment for that month, or the guaranteed payment for the year (12 month period), as specified above.
- E. The Contractor shall honor the year one (1) obligation of \$5,000 sponsorship for the City's Holiday Initiative.

5. **OBLIGATIONS OF CONTRACTOR**

- A. The City hereby grants to the Contractor the exclusive right and privilege to solicit, sell, and display advertising on the interior and exterior of buses operated by the City. The Contractor shall operate to maximize the revenue generated from such advertising. The Contractor shall provide this service in accordance with this Agreement.

- B. Advertising displayed under the terms of this Agreement shall be of a reputable character, shall conform to recognized business standards, shall not be found to be objectionable by the City, and shall not conflict with the laws or regulations of the United States of America, the State of Illinois, or the City of Decatur.

Advertising for a candidate for office or concerning an issue shall be limited as follows:

- Advertising for candidate for any elected office shall be limited to a photograph or graphic of the candidate (and family) and/or text identifying the candidate, the office she/he seeks, her/his party affiliation, a message requesting that voters vote for her/him, the date of the election, and the names of those sponsoring this advertisement.
 - Advertising concerning an issue shall be limited to text that identifies the issue by its commonly used name, a message requesting that the public do or do not support this issue, the date that this issue is to be voted on, if any, and the names of those sponsoring this advertisement. The City shall have the right to require the removal of any advertising that brings disrepute upon the City or is found to be objectionable by the City, and the Contractor shall remove such advertising within a reasonable period of time. The Contractor should consult the City before producing any advertising that the City might determine to be unacceptable.
- C. All advertising shall be provided, installed, changed, repaired and removed at the sole expense of the Contractor, except when it is removed by the City for the purpose of repairing; maintaining or cleaning the buses and the advertising frames.
- D. The Contractor shall be knowledgeable of and shall comply with all applicable federal, state and local laws and regulations. The contractor shall be solely responsible for the payroll, insurance coverage, benefits, personnel administration, and supervision of all personnel hired by the Contractor to provide the services required by this Agreement.
- E. Throughout the duration of this Agreement, the Contractor shall obtain and maintain, at the Contractor's sole cost and expense, the following insurance coverage:
- \$2,000,000 per occurrence Personal Injury insurance coverage
 - \$4,000,000 per year Personal Injury insurance coverage
 - \$300,000 automobile liability insurance coverage
 - \$1,000,000 general liability insurance coverage

The City shall be included as "additional insured" under each of these insurance coverages. The Contractor shall provide the City with certificates of insurance upon request evidencing the insurance coverage required and shall not perform any services under this Agreement until such insurance is secured.

6. OBLIGATIONS OF THE CITY

- A. The City shall assume the expense of removing, storing, and replacing all advertising for the purpose of repairing, maintaining or cleaning the buses and the advertising frames. The City shall use reasonable care to protect the advertising and shall exercise due diligence in preventing others from disturbing the same. The City bears no responsibility for advertising that is damaged or destroyed in the normal, daily process of cleaning the buses;
- B. The City shall, at no charge to the Contractor, so far as practical and convenient to the City, make available to the Contractor storage and work area for use in connection with its operation under this Agreement. The Contractor shall keep the work area clean and neat.

7. RIGHTS OF THE CITY AND THE CONTRACTOR

- A. This Agreement applies to the 23 buses now owned and operated by the City. The City reserves the right to add to, or to eliminate buses from its active fleet without permission from the Contractor. In the event of such addition or elimination of buses, the City shall notify the Contractor at least 30 days in advance in order for the Contractor to accommodate any client notifications and/or billing modifications, and the guaranteed payment and the percentage payment rate. Specified in this Agreement shall be appropriately adjusted, by mutual consent of the parties.
 - B. The City hereby grants the Contractor the right to set rates to be charged for advertising on the City's buses, to control the terms and conditions for advertising contracts, and to control the manner of payment by clients. The Contractor shall furnish the City with the advertising rate schedule in effect at any time, upon request.
 - C. The City hereby grants the right to duly authorized and properly identified representatives of the Contractor to enter upon City property, during normal and usual business hours or at other times agreed to by the City, for the purpose of operating under this Agreement.
 - D. The Contractor agrees to permit any accredited representative of the City, at a time during normal and usual business hours, and from time to time, to inspect and examine the books and records of the Contractor.
 - E. The Contractor shall not trade advertising for merchandise or other concessions during the term of this Agreement without the written consent of the City.
 - F. While the Contractor proposes to exercise every reasonable business effort to install advertising sold at the maximum rate in every frame, it is recognized by the parties hereto that the Contractor may not at all times during the period of this Agreement be able to reach the maximum.
- (1.) The City hereby grants the Contractor the right to install public, educational, charitable and similar advertising as the Contractor shall deem proper at a reduced rate or at no charge, and the right to use any vacant sign frame to advertise for clients at a reduced rate or at no charge.

- (2.) The Contractor agrees that the City may use, at no charge, any empty advertising frames which are available from time to time for the purpose of promoting the City's transit system or promoting public health and safety, etc., and in such event the City shall furnish and install such advertising signs at the City's expense.

8. TERMINATION OF AGREEMENT

- A. Termination for Cause - Either party to this Agreement has the right to terminate this Agreement at any time in the event that the other party has failed to comply fully with the terms and conditions contained herein. The party wishing to terminate shall deliver written notice of its intent to terminate at least thirty (30) days prior to the actual date of termination.
- B. Termination for Convenience - This Agreement may be terminated by the City, in the. Event that the City's transit operations change significantly from their present state, in either the number or the type of vehicles used to transport the general public. Any such termination shall be effected by delivery to the Contractor of a written notice of intent to terminate specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. Such notice of termination shall be delivered to the Contractor at least ninety (90) days prior to the effective date of such termination.

9. ASSIGNMENT AND/OR SUBCONTRACTING

Assignment of any portion of the work under this Agreement must be approved in writing in advance by the City. If subcontractors are to be used, this does not relieve the Contractor from any prime responsibility of complete and acceptable performance. The Contractor shall not enter into any subcontracts or agreements, or start any work by the work forces of a subcontractor, with respect to this Agreement, without the prior written concurrence of the City. All such subcontracts, agreements, and force work shall be handled as prescribed for third-party contracts, agreements and force-account work by the Illinois Department of Transportation (IDOT) manual for Public Transportation Capital Improvement Grants. All requests for concurrence shall be submitted to the City for approval.

10. RECORDS

The Contractor shall maintain and retain all books, records, documents and other material, which relate to the completion of this Agreement, and shall undertake such accounting procedures and practices as may be deemed necessary to assure proper accounting of all advertising contracts and billings, and payments to the City. These records shall be subject at all reasonable times of the normal business day to inspection, review, or audit by the authorized representative(s) of the City, the Illinois State Auditor, the U.S. Department of Transportation, or other governmental officials authorized by law to monitor this Agreement, from the date of the Agreement through and until the expiration of three (3) years after the completion of the Agreement.

11. VENUE AND JURISDICTION

All work done under this Agreement shall be controlled and governed by the laws of the State of Illinois and any actions related to this Agreement must be filed in a Federal court in the State of Illinois capable of hearing the case.

12. **REQUIRED CLAUSES**

The language contained in Appendix: A, "REQUIRED CLAUSES", is incorporated into this Agreement by reference. Also, the Contractor shall insert in any subcontracts the clauses set forth in Appendix A - "REQUIRED CLAUSES", along with their related attachments, plus a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these required clauses.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed, sealed and attested by its Mayor and City Clerk, this day of _____ 2022.

THE CITY OF DECATUR, ILLINOIS

BY:

Scot, Wrighton

ATTEST:

BY:

Kim L. Althoff, City Clerk

IN WITNESS WHEREOF, the Contractor has caused this Agreement to be signed, sealed and attested by its Corporate Officers this day of _____ 2022

Houck Transit Advertising

By:

Title:

ATTEST:

By:

Title:

APPENDIX A REQUIRED CLAUSES

REQUIRED CLAUSES

Incorporation of Federal Transit Administration (FTA) Terms. The following provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.IF, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request of the City of Decatur, which would cause the City of Decatur to be in violation of the FTA terms and conditions.

Federal Changes. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City of Decatur and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

No Obligation by the Federal Government

- (1) The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the Federal Transit Administration (FTA). It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts.

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. Department of Transportation (DOT) regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions. Energy Conservation. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. Access to Records. The following requirements apply to this contract but do not apply to any subcontracts.
4. The Contractor agrees to provide the City of Decatur, the FTA Administrator, the Secretary of Transportation, the Comptroller General of the United States or any of their authorized representative's access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
5. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the City of Decatur, the FTA Administrator, the Secretary of Transportation, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (1).

Civil Rights.

- (1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (2) Equal Employment Opportunity - (a) Race, Color, and Creed. National Origin. Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 m; film. (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246

Relating to Equal Employment Opportunity, 11 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties. Suspension and/or Debarment. The Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier subcontract it enters into. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension: and/or debarment.

Disputes.

Disputes arising in the performance of this Contract, the authorized representative of the City Manager of the City of Decatur shall decide which are not resolved by agreement of the parties, in writing. This decision shall be final and conclusive unless the Contractor mails or otherwise furnishes a written appeal to the City Manager within ten (10) days from the date of receipt of its copy. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City Manager shall be binding upon the Contractor and the Contractor shall abide by the decision. Unless otherwise directed by the City, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Termination.

- (1) Termination for Convenience the City of Decatur may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the City of Decatur's best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City of Decatur to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of Decatur, the Contractor will account for the same, and dispose of it in the manner the City of Decatur directs.
- (2) Termination for Default, Breach or Cause If the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Decatur may terminate this contract for default. - Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the City of Decatur that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City of Decatur, after setting up a new performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
- (3) Opportunity to Cure the City of Decatur in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to City of Decatur's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from City of Decatur setting forth the nature of said breach or default, City of Decatur shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude City of Decatur from also pursuing all available remedies against Contractor and its sureties for said breach or default.
- (4) Waiver of Remedies for any Breach In the event that City of Decatur elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by City of Decatur shall not limit City of Decatur's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

APPENDIX B

Forms for Exhibits - "D" and "E"

Exhibit D: Ineligible Contractor Certificate

Exhibit E: Non-Collusion and Disclosure

Exhibit D

INELIGIBLE CONTRACTOR CERTIFICATE RE: ADVERTISING BROKER

(Houck Transit Advertising)

hereby certifies that neither it nor its "principals" [as defined at 49 C.F.R. 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

When the prospective contractor or subcontractor is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this certificate.

Date:

Company Name:

Authorized Representative:

Title:

Signature:

EXHIBIT E

Affidavit of Non-Collusion

Required with Proposal

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the Proposer (if the Proposer is an individual), a partner in the proposal (if the Proposer is a partnership), or an officer or employee of the proposing corporation having authority to sign on its behalf (if the Proposer is a corporation);
2. That the attached proposal has been arrived at by the Proposer independently and have been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor or materials, supplies, equipment, or service described in the Request for Proposals, designed to limit independent proposals or competition relative to the price to be proposed, and the proposal is made without reference to any other proposal.
3. That the contents of this proposal have not been communicated by the Proposer or its employees or agents to any person nor an employee or agent of the Proposer or its surety on

any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal.

Dated this _____ day of _____, _____

(Name of Organization)

(Title of Person Signing)

(Signature)

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this _____ day of _____, _____ by

_____. (Name of person).

(Notary Public Signature)

My Commission Expires: _____

SUBJECT: Resolution Authorizing Execution of Purchase Order Between City of Decatur, Illinois and Morrow Brothers Ford, Inc. for Work Truck to be Purchased with Federal and State Grant Funding in an Amount not to Exceed \$67,550.00 Utilizing State of Illinois Truck Contract

ATTACHMENTS:

Description	Type
Memo to Purchase Work Truck	Cover Memo
Resolution Authorizing Execution of Purchase Order For Work Truck	Resolution Letter
Transit Truck Purchase Exhibit	Exhibit

OFFICE OF THE CITY MANAGER

DATE: July 18, 2022

TO: Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing Execution of a Purchase Order between the City of Decatur, Illinois and Morrow Brothers Ford INC. for One Ford F-350 Super Duty Work Truck to be purchased with State and Federal grant funding in an amount not to exceed \$67,550.00, utilizing State of Illinois Truck Contract 21-416CMS-P-29479

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

BACKGROUND: Decatur Public Transit has a 2007 F-350 work truck that is beyond its useful life. The work truck is essential to the ongoing maintenance and daily functions of transit operations. This service truck allows our transit staff to make necessary repairs and perform essential maintenance duties to transit assets throughout the City of Decatur.

The current work truck has become inefficient, due to age and is costly to maintain. The replacement work truck will be funded through the 5307 Federal Transit Administration Capital funds and the State of Illinois Rebuild Round I funds.

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 Jon Kindseth at 450-2323 or jkindseth@decaturil.gov, Lacie Elzy at 424-3559 or LElzy@decaturil.gov

BUDGET/TIME IMPLICATIONS: Capital Items will be paid for with already awarded 5307 Funds and State of IL funds.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING EXECUTION OF PURCHASE ORDER BETWEEN
CITY OF DECATUR, ILLINOIS AND MORROW BROTHERS FORD, INC. FOR
WORK TRUCK TO BE PURCHASED WITH FEDERAL AND STATE GRANT
FUNDING IN AN AMOUNT NOT TO EXCEED \$67,550.00 UTILIZING STATE OF
ILLINOIS TRUCK CONTRACT**

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

Section 1. That the quote of the State contract for One (1) Ford F-350 4x4 SD Supercab Work Truck included in the attachments be, and it is hereby, received, and place on file.

Section 2. That the cost of One (1) Ford F-350 4x4 SD Supercab Work Truck from Morrow Brothers Ford, INC. in an amount not to exceed \$67,550.00, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor of the City of Decatur be, and is hereby, authorized and directed to execute a purchase order and any other documents necessary to purchase this vehicle from Morrow Brothers Ford, INC. in an amount not to exceed \$67,550.00.

PRESENTED AND ADOPTED this 18th day of July, 2022

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk



July 7, 2022

City of Decatur Illinois
Public Transit
Lacie Elzy

Pre-Ordered 2022 Ford Super Duty Chassis Cabs

Units are available first come first serve and include the following:

Vinyl 40/20/40 Seating, 10-Speed H.D. Automatic Transmission
Shift on Fly 4x4, Front Tow Hooks, Hour Meter, Daytime Running Lights
Vinyl Floor Covering, Air Conditioning, AM/FM/MP3 Stereo, Up-Fitter Switches
Bluetooth Hands Free Communications, Power Windows/Locks/Mirrors
Trailer Tow Mirrors w/ Heated Glass, Remote Keyless Entry, Cruise Control
Tilt/Telescoping Steering Column, H.D. Alternator, Dual H.D. Batteries
Limited Slip Rear Axle, H.D. Front & Rear Suspension, All-Terrain Tires
All other standard equipment including the below options:

F 350 4x4 <u>Extended</u> Cab Chassis DRW	Exterior Color: White	T7795
Grip Strut Running Boards		
Trailer Brake Controller		
9' DRW Service Body		
Hitch, T. Socket, C. Guard		
Whelen 54" Lightbar		
Back-Up Alarm		
New M License/Title		
Delivery to Decatur Fleet		
Illinois Government Price	\$67,550.00	Illinois Truck Contract 21-416CMS-P-29479

Customer acceptance and approval to order per the above specifications:

Signature: _____ Date: _____

Please submit this form along with your purchase order and a copy of your Illinois Tax Exempt Letter.

City Clerk

DATE: 7/12/2022

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Kim Althoff, City Clerk

SUBJECT: Resolution Approving Reappointments - Library Board of Trustees

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the reappointments of Shellie Brunner and Sofia Xethalis to the Library Board of Trustees.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the reappointments by the Mayor of the following named as a member of the board or commission set opposite their respective name, to serve a term expiring upon the date set opposite their respective names or until their respective successors are appointed and qualified:

Sofia Xethalis	Library Board of Trustees	7/1/2025
Shellie Brunner	Library Board of Trustees	7/1/2025

DATED this 18th day of July, 2022.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2022-_____
RESOLUTION APPROVING REAPPOINTMENTS

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

Section 1. That consent of the Council be, and it is hereby, given to the reappointments by the Mayor of the persons aforesaid as by said Mayor requested, which said request be, and it is hereby, received, placed on file and approved.

PRESENTED AND ADOPTED this 18th day of July, 2022.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Having received your consent, I hereby reappoint the named in the foregoing request by you approved as therein requested.

DATED this 18th day of July, 2022.

Julie Moore Wolfe, Mayor

SUBJECT: Resolution Authorizing Amendment to Employment Agreement

ATTACHMENTS:

Description	Type
Memo-Mayor Moore Wolfe	Cover Memo
Resolution	Resolution Letter
Amendment to Employment Agreement	Backup Material



CITY OF DECATUR ILLINOIS

#1 GARY K. ANDERSON PLAZA

DECATUR, ILLINOIS 62523-1196

DATE: July 18, 2022

TO: City Council

FROM: Julie Moore Wolfe, Mayor

SUBJECT: Resolution Authorizing Amendment to Employment Agreement

Attached is the manager's contract with updated language and the salary increase reached by consensus in closed session. As you know, the manager has not received a pay raise since first accepting his position in 2019; he requested no increase at his last evaluation as we were in the midst of the pandemic and finances were very uncertain. This increase brings his base salary more into line with other city managers in Illinois in communities of similar size. If you have any questions regarding the contract, please contact me.

RESOLUTION NO. R2022- _____

**RESOLUTION AUTHORIZING AMENDMENT
TO EMPLOYMENT AGREEMENT**

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

Section 1. That the Amendment to the Employment Agreement presented to the Council herewith between the City of Decatur and Scot Wrighton regarding an amendment to the Employment Agreement dated January 14, 2019 be, and the same is hereby, received, placed on file and approved.

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

PRESENTED AND ADOPTED this 18th day of July, 2022.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

REVISED CITY OF DECATUR
EMPLOYMENT AGREEMENT OF CITY MANAGER

AGREEMENT made between City of Decatur, Macon County, an Illinois home rule municipality, hereinafter (“City”) and Scot Wrighton, who is currently employed by City as its City Manager, (hereinafter “City Manager”). City and City Manager are each a party to this Agreement.

FOR VALUABLE CONSIDERATION, in hand received, City and City Manager agree:

ARTICLE I
Appointment and Representation by Council

City desires to update its contract with the City Manager.

ARTICLE II
Obligations of City Manager

2.1. **Work.** City Manager will:

- (a) Report to Mayor and keep Council fully informed of City matters;
- (b) Assume the role and perform the responsibilities described in attached Exhibit “A;”
- (c) In his performance of the “Work” described in attached Exhibit “B,” act as municipal manager and administrative head of City’s municipal government responsible for efficient administration of all City departments;
- (d) Perform the powers and duties of a “manager” set forth in §5-3-7 of the Illinois Municipal Code (“Code”);
- (e) Abide by all rules, regulation, policies, procedures, duties and obligations which are periodically adopted by City and by all amendments to Exhibits “A” and “B” and §5-3-7 of the Code; and
- (f) Cooperate with City in (i) defense or prosecution of any claims or actions now in existence or which may be brought in the future against, or on behalf of, City; or (ii) in connection with any examination or review of any federal or state regulatory authority, and City shall reimburse City Manager for any reasonable expenses incurred by City Manager in compliance with the subparagraph (f).

2.2. **Place of Residence.** City Manager will maintain his permanent residence within the City’s corporate limits.

2.3. **Oath and Bond.** City Manager will take and subscribe the oath required by the Illinois Constitution and will execute a bond, with surety, as required by §5-3-9 of the Code. City Manager shall faithfully perform his duties and provide that the bond shall be in full force and effort during his entire tenure of employment.

2.4. **Standard of Work.** City Manager will devote his best efforts and full professional time, attention, skill and energy to performance of his work to the complete satisfaction of Council. City Manager will not engage in any conduct or make any statements or representations which in opinion of Council impair the reputation or goodwill of City or cause disruption in City services. City Manager will maintain harmonious working relationships with Mayor, Council, City personnel and members of the community. City Manager is expected to be active in the community and belong to professional organizations which benefit City and provide for interaction with community members.

2.5. **Hours of Work.** Duties of City Manager will require work both during regular business hours and on weekends, evenings, and other irregular hours at location(s), including City's administrative offices and elsewhere. Work during irregular hours and at other locations is of equal importance and included in normal, daily duties and responsibilities. In order to provide City Manager with a reasonable limitation to the total number of work hours required in any given week, City Manager may reasonably determine work hours necessary to his position, but in no event shall the number of work hours be less than 40 hours per week.

2.6. **Physical Examination.** If in the opinion of Council, City Manager has become physically or mentally impaired due to sickness or injury to the extent City Manager is unable to perform his work hereunder, City may require City Manager to submit to an independent physical, mental, or toxicological examination(s) for purposes of determining City Manager's physical and mental fitness to perform his work at City's cost and at such reasonable time or times and by such physician(s) as City may designate. Failure to submit to such examination(s) is cause for suspension or immediate termination *for cause*.

If the independent examiner opines that the City Manager is not capable of performing his job, City Manager shall be placed on administrative leave. If City Manager's leave exceeds one (1) month, the City may terminate this Agreement "*for cause*."

2.7 **Outside Consulting.** Although the City Manager will devote his full-time energies to his work for the City, he will be permitted to maintain his outside consulting practice, so long as this business is performed during paid vacations. City Manager agrees that he will not accept any clients from Illinois or from any source that would create a conflict of interest with City.

ARTICLE III

Obligations of City

3.1. **Compensation.** City shall pay City Manager, and City Manager will accept as compensation for work hereunder, the payments specified in, or determined in accordance with the attached Compensation and Benefit Policy, which is attached hereto as Exhibit "C" and made a part of this Agreement.

3.2. **Benefits.** City agrees to provide the benefits specified in, or determined in accordance with Compensation and Benefit Policy.

3.3. **Facilities, Personnel and Equipment.** City shall, at its expense, pay cost of the bond required in Section 2.4, furnish office facilities, personnel and equipment determined by City to be reasonably necessary for the proper and efficient conduct of City Manager's work. In addition, City shall provide a tech allowance of Two Hundred Fifty Dollars (\$250.00) per month. City Manager shall be solely responsible for providing his own laptop computer, iPad, cell phone and other electronic or digital equipment he desires. If the City IT Department, in their sole discretion, determines that there is a compatibility or security issue, then City shall provide City Manager with a laptop computer, iPad, cell phone and other necessary electronic equipment.

3.4. **Work Review.** Council shall give City Manager an annual review of his professional performance using a process mutually acceptable to Council and City Manager. The review shall be commenced and completed during December of each year and shall specifically address the performance of City Manager's work required herein.

ARTICLE IV **Term of Employment**

4.1. Term.

Term. City Manager's appointment is for an indefinite term pursuant to 65 ILCS 5/5-3-7; unless terminated in accordance with Article V below.

ARTICLE V **Termination and Suspension of Employment**

5.1. **City For Cause.** Council may terminate City Manager's employment *for cause*:

- (a) If City Manager has violated local, state or federal laws or regulations prohibiting the harassment of another person on the basis of sex, race, color, religion, national origin, ancestry, age, marital status, physical or mental handicap, genetic information, sexual orientation or citizenship status, sufficient evidence has been provided thereof, and Council determines such violation(s) to be material and intentional; or

- (b) If City Manager repeatedly fails to enact directives given by a majority vote of the City Council; or
- (c) If City Manager materially or substantially violates any of the confidentiality restrictions contained in Article VI below or any of the conflict of interest restrictions contained in Article VII below; or
- (d) If City Manager is convicted (to include entry of a plea of guilty or *nolo contendere*) by a court of competent jurisdiction of commission of a criminal act which adversely affects City's reputation; or
- (e) If City Manager commits an unethical or fraudulent act in the performance of his work, and sufficient evidence thereof has been provided and verified as an unethical or fraudulent act based upon commonly accepted codes of conduct as set forth by the International City/County Management Association, and the Council has determined the consequences to be adverse to the City; or
- (f) If upon Council's request City Manager fails to promptly submit to the physical, medical or toxicological examination(s) described in Section 2.7 above; or
- (g) If City Manager tests positive for use of alcohol or illegal drugs (including drugs that are legal with a prescription if City Manager does not possess a valid prescription) which violates the City personnel policy.

5.1.1 If Council is considering terminating employment on the basis of subparagraphs (a) or (b) of Section 5.1 above, Council must specify the violation or failure in a Notice to City Manager prior to terminating employment, and Council must then allow City Manager at least a 30-day period to correct or substantially cure the violation or failure.

5.2. **City Without Cause.** Upon Majority Vote of Council, City Manager's employment may be terminated *without cause* by the delivery of a 60-day notice specifying the date of termination.

5.3. **City Manager.** City Manager may terminate employment:

- (a) *For cause* if City has failed to perform any of the provisions of this Agreement which City is required to perform; or
- (b) *Without cause* which shall foreclose City Manager from receiving the severance as provided herein.

5.3.1. If City Manager is considering terminating employment on the basis of subparagraph (a) of Section 5.3 above, he must deliver a Notice to the City specifying the failure prior to terminating and then the City shall have 30 days to correct, or substantially cure, the failure.

5.4. **Disability.** Employment will terminate upon City Manager's "Disability" continuing for 30 consecutive days. "Disability" means City Manager is unable to reasonably perform the duties of his work hereunder due to a physical or mental condition (including sickness or injury) as determined by Majority Vote of Council.

5.5. **Death.** Employment will terminate immediately upon City Manager's death.

5.6. **Mutual Agreement.** Employment may be jointly terminated by City and City Manager on mutually agreeable terms set forth in writing and signed by both parties.

5.7. **Suspension.** Council by Majority Vote may temporarily suspend City Manager in lieu of termination contemplated by Section 5.1, with or without full pay and benefits, if City Manager has been given Notice stating the reasons for such suspension. Said Notice must be provided to City Manager at least 10 days prior to a Council session where City Manager, Mayor and Council may be heard on the stated reasons for suspension.

5.8. **Termination Arrangements.** Immediately upon termination of City Manager's employment, regardless of reason for termination, City Manager (or his legal representatives) will surrender all Confidential Information and other materials as required in Article VI below, and the equipment furnished by City, including, but not limited to, credit card, City-owned cell phone, iPad and/or laptop computer; keys, City credentials or identification, and computer password(s).

ARTICLE VI

Confidential Information

6.1. **Confidential Information.** City Manager agrees by reason of his employment he will have access to confidential information of City (and its vendors, suppliers, customers, and others having business dealings with City) including, without limitation, personnel data, trade information and knowledge pertaining to services provided by City, the costs, rates and charges sought by City in exchange therefor, costs of doing business, internal operating procedures, and information related to relationships between City and its vendors, suppliers, customers, and others having business dealings with City (collectively, "Confidential Information"). City Manager acknowledges the Confidential Information is a valuable and unique asset of City and agrees that both during and after the term of his work with City, he will not disclose, divulge or communicate to any person or use any Confidential Information (except as his work as an employee of City may require) without written consent of Council. City Manager further agrees that all files, letters, memoranda, reports records, spreadsheets, data sketches, drawings, program listings or other written, photographic, or other tangible materials containing Confidential Information, whether created by City Manager or others, which shall come into his possession, are the exclusive property of City to be used by City Manager only in performance of his work for City. All records or copies thereof and all tangible property of City in possession of City Manager shall be delivered to City immediately upon: (a) a request by City; or (b) termination of City Manager's employment. The obligation of confidentiality imposed by this Article VI shall not apply to information required by law, regulation or judicial or government authorities to

be non-observance of his obligations hereunder; but if disclosure is required by law, City Manager will give City prompt notice upon learning of such requirement so that City may file a request for a protective order or for such other relief as City deems appropriate.

6.2. **No Interest of License.** City Manager agrees he has no interest in the Confidential Information, and City Manager will not claim any interest or license in any Confidential Information.

6.3. **Copies.** Except for use by City Manager for the benefit of City during his employment, City Manager will not copy, reproduce, download, upload, transfer, or make any extract, reproduction or duplicate of any Confidential Information.

6.4. **Breach.** If City Manager breaches, or threatens breach, of this Article VI, City shall have the rights and remedies set forth herein, each of said rights and remedies shall be independent of the other(s) and severally enforceable. All of said rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available to City under law or described herein, and may not be reasonably or adequately compensated in money damages. Thus, City shall also be entitled to permanent and temporary injunctive and equitable relief and, pending determination of any dispute with respect to such violation or breach, no bond or security shall be required.

ARTICLE VII

Conflict of Interest

7.1. **Interest in Contracts.** City Manager acknowledges he has received a copy of and shall comply with §3.1-55-10 “Interest in Contracts” of the Code, and shall immediately give notice of any breach thereof.

7.2. **No Lobbying.** City Manager shall not for a period of 24 months from the date of termination of employment engage in any activities, whether as a principal, employee, agent, partner, consultant, or advisor, related to lobbying City or seeking business from City without written consent of Council.

7.3 **Outside Consulting.** City Manager shall, throughout his employment with City, assure that there is no conflict of interest between the activities of City and his outside consulting.

ARTICLE VIII

Survival of Obligations

8.1 Upon termination of City Manager’s employment, regardless of reason for termination, the provisions of Section 2.2(f), Section 5.8, Article VI, Article VII, Section 9.1, Section 9.2 and Section 9.3 shall continue in full force and effect.

ARTICLE IX

Miscellaneous Provisions

9.1. **Adverse Publicity.** Upon termination of employment, City Manager will make all reasonable efforts to ensure City is not subjected to disparaging comments or adverse publicity.

9.2. **Notices.** 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, five (5) days after mailing.

To City Manager: Scot Wrighton
717 W. Prairie Ave., Unit 2C
Decatur, IL 62522

To Mayor: The City of Decatur
Attn: Mayor
1 Gary K. Anderson Plaza
Decatur, IL 62523

To City: The City of Decatur
Attn: City Clerk
1 Gary K. Anderson Plaza
Decatur, IL 62523

Copy to: The City of Decatur
Attn: Chief Legal Counsel
1 Gary K. Anderson Plaza
Decatur, IL 62523

9.3. **Binding Effect.** This Agreement will be binding upon and inure to the benefit of the parties, their permitted assigns, and legal representatives.

9.4. **Non-Waiver.** Failure of either party to require strict compliance by the other party with any provision of the 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.

9.5. **Illinois Law and Venue.** The 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.

9.6. **Modification of Agreement.** Any modification of Agreement or additional obligation assumed by either party in connection with Agreement will be binding only if evidenced in a writing signed by each party.

9.7. **Severability.** Each provision of Agreement is separable from the whole. If any portion of Agreement is determined invalid, that invalidity will not impair the remaining provisions of Agreement.

9.8. **Headings.** Titles to articles, sections and paragraphs of Agreement are solely for convenience and will not be used to explain, modify, or aid in interpretation of the provisions of the Agreement.

9.9. **No Third Party Rights.** Nothing herein will grant any right or interest hereunder to any person not specifically identified as a party hereto.

9.10. **Assignments and Successors.** Parties are barred from assigning or delegating the rights and/or duties set forth herein, and any attempted assignment or delegation will be null and void.

9.11. **Entire Agreement.** Agreement and attached exhibits 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.

(The following page is the signature page.)

IN WITNESS WHEREOF, the parties hereto have duly executed Agreement on _____, 202__ to be effective on the Effective Date.

CITY OF DECATUR

BY: _____
JULIE MOORE-WOLFE, Mayor

Attested to _____, 202__

[SEAL]

KIM ALTHOFF, City Clerk

CITY MANAGER

SCOT WRIGHTON

Attachments:

Compensation and Benefit Policy

Exhibit A	City Manager Roles and Responsibilities
Exhibit B	City Manager – City Manager’s Office
Exhibit C	Compensation and Benefit Policy

EXHIBIT “A”

CITY OF DECATUR EMPLOYMENT AGREEMENT OF CITY MANAGER CITY MANAGER ROLES AND RESPONSIBILITIES

STATUTORY OBLIGATIONS: In addition to all assigned tasks and the obligations set forth herein, the City Manager agrees to fulfill the obligations set forth in §5-3-7 of the Illinois Municipal Code (65 ILCS 5/5-3-7 (2016)) and any and all amendments hereafter.

ROLE:

- **Chief Administrator:** In the context of local government, the chief administrator is the leader and manager of all departments and services and the chief employer of City employees, similar to a private sector corporate President.
- **Enforcement Officer:** Enforce all laws and policies of the City Council.
- **Fiscal Officer:** Prepare and administer the budget and funds of the City.
- **Employer:** Hire, direct, develop, evaluate performance, discipline employees.
- **Policy Advisor:** Recommend to City Council measures of law or policy.
- **Emergency Response:** In accord with the emergency authority of the Mayor, coordinate the technical responsibilities of staff members and other agencies for emergency response.

RESPONSIBILITIES:

1. Semi-annually during “Study Session”, City Council specifies top priority issues and projects for focused attention by the City Manager and staff. The City Manager will provide written update reports to the Council and staff of the status and progress of each of those top priorities each quarter.

2. Additional Responsibilities:

- Set a positive cast on accomplishments and problem-solving.
- Promote an open relationship with the Mayor and City Council
- In trust with the Mayor, keep the City Council fully informed in a timely fashion about good and bad news.
- Promote and carry out the communications policies of the City.
- Regularly submit reports from organizations receiving City funds.
- Stay informed about municipal trends and practices and keep City Council informed.
- Manage the services and accomplishments of the City according to the Council’s vision and goals.
- Anticipate City government problems and potential solutions.

- Organize staff resources for services and recommendations to City Council.
- Use City resources wisely and efficiently.
- Be proactive in the role of City Manager, and think “outside the box” about methods and resources.
- Serve as a conduit for communications between City Council and staff.
- Set the tone and exhibit a positive attitude for the staff and employees.
- Set Council meeting agendas in collaboration with the Mayor.
- Promote collegial trust among Councilmembers, the City Manager and staff.
- Initiate policy recommendations to the City Council.
- Support and uphold the Illinois Constitution, statutes and the Decatur Code of Ordinances.

Study Sessions:

Study session(s) agenda and schedules shall be set pursuant to City of Decatur policy.

EXHIBIT “B”

CITY OF DECATUR EMPLOYMENT AGREEMENT OF CITY MANAGER

CITY MANAGER’S OFFICE

NATURE OF WORK:

The City Manager is the chief administrative officer of the City of Decatur. As the chief administrative officer, the City Manager provides professional counsel to the City Council, represents the City to all its citizens, and provides guidance to and supervision of all operating units and employees of the City.

SUPERVISION RECEIVED:

Work is performed with professional independence under the general direction of the City Council and is reviewed through reports prepared and the observation of results obtained in the implementation of policy.

SUPERVISION EXERCISED:

Exercises direct supervision over all department heads and indirect supervision over all personnel employed by the City of Decatur.

EXAMPLES OF WORK (Including, but not limited to the following):

1. The City Manager is responsible to supervise the administrative affairs of the City, carry out the policies formulated by the Council, serve as the chief spokesperson for the City, and provide professional guidance to the Council.
2. In carrying out these functions, the City Manager is required to:
 - A. Appoint and, when necessary, suspend or terminate all officers and employees of the City, except as otherwise provided by statute or ordinance;
 - B. Prepare an annual budget for submission to the Council, and be responsible for the implementation of the adopted budget;
 - C. Attend all meetings of the City Council and participate in the Council’s deliberations;
 - D. Advise the Council on an ongoing basis of the current problems and future needs of the City, and recommend for the Council’s consideration solutions and directions in the best interest of the City and its citizens.

- E. Recommend to the Council, as appropriate, the adoption of such measures as he may deem necessary or expedient for the health, safety, or welfare of the community or for the improvement of administrative services;
 - F. Represent the City as required at public meetings, hearings, and public gatherings.
- 3. Performs related work and other duties as assigned by the Mayor or City Council.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES:

- 1. In-depth knowledge of the principles and practices of local government administration.
- 2. In-depth knowledge of the principles and practices applicable to each of the principal functions and services of the City of Decatur.
- 3. Effective data collection analysis and writing skills.
- 4. Effective communication and public relations skills.
- 5. High energy level.
- 6. Ability to work effectively with lay councilmen, and reconcile differences of opinion.
- 7. A sense of humor.

NOTE: This position is filled by appointment of the City Council.

EXHIBIT “C”

CITY OF DECATUR
EMPLOYMENT AGREEMENT OF CITY MANAGER

Compensation and Benefit Policy

The following is City’s Compensation and Benefit Policy (Policy) for Scot Wrighton for City Manager and is incorporated into the preceding Employment Agreement of City Manager for City of Decatur, Illinois.

A. Compensation.

1. *Salary.* City Manager shall receive a salary at an annual rate of Two Hundred Thousand Dollars (\$200,000.00) commencing on the Effective Date of the Agreement; and such salary shall be payable in semi-monthly installments equalized in accordance with the pay plan applicable to City employees.

2. *Severance.* If Agreement is terminated by City *without cause* or by City Manager for cause as provided in the Agreement, City shall pay monthly severance to City Manager for twenty (20) weeks equal to City Manager’s most recent monthly salary, following City’s receipt of an executed release, binding upon City Manager and releasing and waiving any and all claims, actions, demands, causes of action and/or demands against City, Mayor, any member of Council, or any other person for whom City will have liability for acts or omissions. Release will be in a form acceptable to City. The severance benefit shall expire on the 19th day of March 2024.

3. *Final Compensation.* Nothing contained herein shall release City from compensation owed to City Manager in accordance with the laws of the State of Illinois, including any final paycheck, accrued benefits and compensation for accrued but unused vacation days as provided in City policies. Final compensation, as defined herein, shall be in addition to any severance payment that may be required by this Agreement.

B. Benefits.

1. *Vacations.* The length of City Manager’s annual vacations shall be:

(a) Immediately after the Effective Date City Manager shall have twenty (20) vacation days. City Manager shall earn twenty-five (25) additional vacation days on each anniversary thereafter.

(b) Upon 30-day advance notice to Mayor and Council, City Manager, at his option, may carry one week of untaken vacation from one year to next. City Manager acknowledges receipt of the City Personal Policy and shall abide by all other terms in the policy related to paid benefit time, and other topics, except where superseded by the provisions of this Agreement.

2. *Group Health Insurance.* City Manager is eligible for group health insurance for employees and dependents in accordance with City's existing plan. City Manager will select the group health insurance plan he desires. His co-pay shall be deducted from his regular payroll like all other City of Decatur management employees.

3. *Salary Protection Plan.* City shall offer the current IMRF "Salary Protection Program" to City Manager for participation at his cost, if he elects to participate.

4. *Sick Leave.* Immediately after the Effective Date, City Manager shall earn twenty (20) sick days. City Manager shall earn additional sick days pursuant to the City of Decatur personnel policy for management employees.

5. *Public Official Liability Insurance.* City shall provide City Manager with public official liability insurance in accordance with such provided other officers of City.

6. *Automobile Expense.* Work to be performed by City Manager will require the regular use of an automobile. City and City Manager agree City Manager will use his own automobile for such purposes. Following are conditions governing automobile use by City Manager:

(a) City shall pay City Manager an allowance of \$550.00 per month for the use of his automobile for City purposes in and about Macon County, Illinois. All additional automobile travel outside of Macon County, Illinois on City business shall be compensated for at the rate other City Employees are compensated, or at the per mile rate designated as deductible by the Internal Revenue Service; and

(b) For his Automobile used for City purposes, City Manager will obtain and maintain during employment, a policy of insurance providing liability coverage in amounts not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence and not less than One Hundred Thousand Dollars (\$100,000.00) property damage, which liability insurance policy shall include City as an additional insured. The insurance provider will be a reputable company. City Manager will provide City a certificate of insurance evidencing the policy.

7. *Business Expenses.*

(a) City shall reimburse City Manager for reasonable business expenses incurred by him in performance of his work in accordance with City's reimbursement policy, or if City Manager receives authorization from Mayor; and

(b) Further, City shall pay expenses of City Manager to attend City conferences and meetings and to continue professional development. Such expenses include, but not limited to: air travel; mileage, taxi and auto rental; lodging and meals; memberships and subscriptions to publications of the International City Management Association and Illinois City Management Association; registration fees for training programs offered by such associations; and travel and incidental costs relating to attendance at conferences, meetings and training

programs. City and City Manager agree that the above membership and participation in conferences, meetings and professional development are to be undertaken by City Manager, at his option, or at the request of Council, and shall be considered as part of his work.

C. MISCELLANEOUS.

1. *Employment Status.* It is expressly acknowledged by City and City Manager that City Manager, in performance of work pursuant to Agreement, is an employee of City and exempt under state and federal wage and hour statutes. City shall deduct from compensation paid pursuant to this Policy, any sums for income tax, unemployment insurance, social security or any other withholdings as are required from time to time by law, this Agreement, City Policy, or other requirement of any governmental body to be withheld from an employee's compensation.

INTENTIONALLY LEFT BLANK

City Manager

DATE: 7/13/2022

MEMO: 2022-07

TO: Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Monthly Reports, June, 2022

ATTACHMENTS:

Description	Type
IT, June, 2022	Backup Material
Police, June, 2022	Backup Material
Public Works, June, 2022	Backup Material
Fire, June, 2022	Backup Material
Economic Community Development, June, 2022	Backup Material

Monthly Report of Priorities and Projects
Information Technology Department
Fiscal Year 2022
June

This month, the Information Technology (IT) Department staff completed the following notable work/tasks:

- Department testing of the Tyler MUNIS Enterprise Resource Planning system for version 2021.X has started. Anticipated live date is Monday, November 14th.
- I.T. Employee Cheryl Laskowski is planning retirement for the end of this calendar year. All processes and roles she's responsible for is being documented and planning has started for replacement of this long-term City employee.
- Continue working with Human Resources (HR) Department to move HR DB2 based applications to Tyler MUNIS ERP system. Now importing and validating certain data sets from DB2 to MUNIS test system.
- Completing a data reconciliation between Ameren data and the City's Address Manager System.
- Spending a large amount of resource time working through mobile issues with the GETAC mobile computers recently deployed. Good progress is being made.
- A process is underway to eliminate all POTS (plain old telephone service) communication lines from all City Buildings. Providers of these circuits are increasing costs to maintain this legacy technology. All telephone communication services are being moved to the City's SIP (digital) service.
- Installed internal security certificate server to manage security certificates for all internal (does not communicate outside the four walls of our organization) web-based solutions. When complete, this action will save the general fund \$10,000 annually
- Fiber Optic raceway (conduit) for the Sunna Fiber connection is complete. We anticipate delivery of this fiber connection to Sunna Fiber in July 2022.
- Construction of Fiber Optic raceway to the east of MLK and servicing John's Hill School, Eisenhower, and ultimately to Fire House 2 has started.
- CIRDC approved a new Fiber Optic connection from the Law Enforcement Center to Municipal Services Tower Building. This will be presented to City Council in July
- In June, IT processed 71 Help Desk tickets, resolving 37 during the initial call (52.1% First Call Resolution Rate) which is within our established standard of 50% or more calls resolved on the first point of contact with the Help Desk.

DECATUR ILLINOIS POLICE DEPARTMENT

**TO: Mayor Julie Moore-Wolfe
City Council Members
City Manager Scot Wrighton**

FROM: Shane Brandel

RE: June 2022 Monthly Report

STAFFING

Sworn Police Officer Staffing

At the end of the month, staffing was 133. Current staffing for the Decatur Police Department is as follows:

<u>Position</u>	<u>Current</u>	
Police Chief	1	
Deputy Chief	3	
Police Lieutenant	4	
Police Sergeant	17	
<u>Police Patrol Officer</u>	<u>108</u>	
TOTAL	133	Budgeted: 148

7 of the 133 are either at the Police Training Academy or in the Field Training Program, thus not deployable.

5 sworn officers are on injury status, thus not deployable. Two retirements/resignations expected in July.

Civilian-Non Sworn Police Staffing

At the end of month staffing was 12. Current civilian staffing for the Decatur Police Department is as follows:

<u>Position</u>	<u>Current</u>	
Administrative Secretary	1	
Crime Analyst	2	
Sr. Clerk Typist	2	
Records Supervisor	1	
Parking Enforcement	1	
Part-time FOIA Officer	2	
<u>Community Liaison Officer</u>	<u>3</u>	
Total	12	

PATROL DIVISION

<u>Function</u>	<u>Month</u>	<u>YTD</u>
Community Meetings	5	31
Directed Patrols	19	127
Active Problem Oriented Policing Projects	0	0
Completed Problem Oriented Policing Projects	0	0
Parking Citations	62	322
Criminal Arrests	374	1872
Felony Drug Arrests	23	111
Firearms Seized	21	99
Traffic Citations	511	2941
Field Interviews	121	656
Written Warnings	267	1054
Calls for Service/CAD incidents	4759	25075
Unlawful Use of Motor Vehicle tows	90	582
Driving Under the Influence Arrests (DUI)	28	134
DUI involving accidents	9	50
Fatal Accidents	0	3
Traffic Accidents	206	1221
Accidents with Personal Injury	39	194
City Ordinances Arrests	11	38

Distracted Driving Enforcement-

Electronic Communication Device Citations:

<u>State Citations</u>	<u>YTD</u>	<u>Warning Citations</u>	<u>YTD</u>
2	61	1	18

CRIMINAL INVESTIGATIONS DIVISION

Street Crimes: Drug Seizures for the month:

<u>Drug</u>	<u>Amount</u>	<u>YTD Seizure</u>	<u>Street Value</u>
Cannabis	924 grams	9852 grams @ \$10-gram	\$98,520
Cocaine-Powder	199 grams	5125 grams @ \$100-gram	\$512,500
Cocaine-Crack	8 grams	130 grams @ \$100-gram	\$13,000
Heroin	0 grams	31 grams @ \$300-gram	\$9,300
Ecstasy	0 hits	75 hits @ \$20 hit	\$1,500
Meth	1207 grams	1904 grams @ 100-gram	\$190,400
K-2/Pills:	110 pills	110 pills	
Search Warrants: 5		YTD: 32	
US Currency Seized: \$5,421		YTD: \$69,436	
Firearms seized: 7		YTD: 51	
Vehicles seized: 1		YTD: 13	
Arrests: 21		YTD: 102	

Criminal Investigations (Adult & Juvenile Detectives):

New cases assigned: 97	YTD: 580
Cases closed/resolved: 56	YTD: 408
Criminal Arrests: 29	YTD: 224
Homicides: 2	YTD: 9
Infant Death Investigations: 0	YTD: 2
Suicide Detective Investigations: 3	YTD: 7
Missing Person Investigations: 2	YTD: 21
Computer forensic Exams: 7	YTD: 16

Crime Analysis Unit and Investigations:

Sex Offender Registrations: 112 YTD: 787

Freedom of Information (FOIA)

The Professional Standards Unit received 223 Freedom of Information Act requests for the month.

Total requests YTD in 2022 is 1360.

U.S. Marshall's Great Lake Task Force

Felony Arrest: 13 YTD: 94

Misdemeanor Arrests: 0 YTD: 6

Total: TTD: 100

**Public Works Department
Monthly Report
June 2022**

Engineering:

2021 Water Main Replacement Project:

Month Activity: Burdick continued work in phase 1 of 4 within the South Shores area with the completion of the installation of the water main and services. The restoration of the roads and sidewalks is scheduled for early July. Work on Phase 2 is also scheduled to begin in early July. Phase 2 includes the streets of Point Bluff, Timber Dr, and Bay Shore.

Project Background: The project was designed by Engineering staff, the 2021 project is in three locations. The newly annexed neighborhood NW of Mound and Greenswitch, a small relocation of watermain on Rea's Bridge Rd near the bridge across lake Decatur, and in South Shores bounded by the streets Bay Shore, Point Bluff and Shoreline. The City received the IEPA permit in March and the project was advertised on March 17, 2021 with bids received on April 7, 2021. The project was awarded to Burdick Co as the lowest responsive bid on April 9, 2021. The start date was delayed due to the unexpected lead time on pipe, pipe is currently part of national material shortages. Burdick has completed the Rea's Bridge Area and Greenswitch Area. Work will not start in South Shores until late winter or early spring due to the delay in materials and after mid-November the streets will not be able to be restored with asphalt in a timely manner.

2021 State Motor Fuel Tax - Asphalt

Month Activity: All paving work was completed in June, restoration and project closeout is scheduled to begin in July.

Project Background: The project was designed and advertised by Engineering staff on June 2, 2021 with bids received on June 16, 2021. Dunn Company as the lowest responsive bid and

the contract was awarded on July 6, 2021. Paving is completed between Cantrell and Lake Shore Drive with the section between Wood and Eldorado to be deferred until the Spring of 2022.

2021 State Motor Fuel Tax – Concrete and Brick

Month Activity: The brick replacement was completed in June, all work is complete on this project.

Project Background: The project was designed by Engineering staff and advertised on May 12, 2021 with bids received on May 24, 2021. Kinney Co had the lowest responsive bid, the contract was approved on June 7, 2021. The project includes Concrete patching on Airport Rd north of Rt 36, MacArthur north of Ash, and 27th St North of Kile. It also includes repair of Main St between Oakland and Fairview. All concrete patching is complete. The contractor has received the brick but due to concerns of freezing temperatures the project has been delayed until the Spring of 2022. The work should take three weeks to complete.

Country Club Road Reconstruction Project:

Month Activity: No work was completed in June, final cleanup and utility adjustments is scheduled to begin in July.

Project Background: The project was designed and advertised by Engineering staff on July 7, 2021 with bids received on June 21, 2021. Dunn Company as the lowest responsive bid and the contract was awarded on August 2, 2021. The asphalt paving was completed in October. The work remaining in the spring is utility adjustments.

Center Street Bridge Replacement:

Month Activity: No work was completed in July. The contractor is working to identify and repair areas of concern with the galvanize coating on the beams. This work is expected to push the final restoration into the fall.

Project Background: The design was completed by WHKS with bids received by IDOT on March 5, 2021. The bids were higher than the engineer's estimate and the City Council approved concurrence on April 5, 2021 to approve Sangamo's bid for \$1,595,148.92. IDOT awarded the Bid to Sangamo in April and the preconstruction was on April 28, 2021.

Construction started in May of 2021. Sangamo removed the existing structure and build the low water level river crossing for construction on the new structure. Sangamo has completed the abutments, center pier, beams and deck. Sangamo completed the bridge parapet wall, guardrail and striping in November which allowed the bridge to open on November 24. Final restoration and seeding will be completed in the Spring.

Meadowlark Bridge Replacement Project

Month Activity: Work is scheduled to start on June 6, 2022.

Project Background: The final plans were approved by IDOT in October. The project was advertised on October 28 with bids due November 18. Kinney Contractors provided the low bid for the project. The project was awarded on December 6th Council meeting.

2022 Trenchless Long Lining Project

Month Activity: Cleaning and Televising and approx. 50% of the locations are completed, work is expected to continue in July.

Project Background: The project was designed and advertised by Engineering staff on January 26, 2022 with bids received on February 2, 2022. The project is located at various locations around town using scoring determined by the City's CCTV program. The City received two bids with Insituform providing the lowest responsive bid. The project was awarded to on March 7, 2022.

Ellen and Division Inflow and Infiltration Reduction Project

Month Activity: Cleaning of the service laterals is ongoing with approximately 90% of the

service laterals compete. Lining is not expected to start until mid-summer.

Project Background: The project was designed and advertised by Engineering staff and AECOM on January 5, 2022 with bids received on February 9, 2022. The project included the full rehabilitation by cured in place lining of the sanitary sewers and service laterals. The City received three bids with National Water Main Cleaning Co. (NWMCC) providing the lowest responsive bid. The project was awarded to on February 22, 2022. NWMCC mobilized in April. Cleaning of the sanitary sewers is complete.

2022 Storm Drainage Improvement Project

Project Background: The project was designed and advertised by Engineering staff on March 30, 2022 with bids received on April 20, 2022. The project is at various locations in need of repair or improvement. The City received two bids with E.L. Pruitt Company providing the lowest responsive bid. The project was awarded by City Council to E.L. Pruitt on May 2, 2022. Approximately 50% of the work has been completed in June with the work scheduled to continue in July.

MUNICIPAL SERVICES MONTHLY DATA June 2022

Violation Response Operations Tasks	QUANTITY	MANHOURS	OTHER INFO
72 hour clean ups		103.50 hrs	
72 hour city property		30 hrs	
Home Secures		17 hrs	
Home Secures	QUANTITY	MANHOURS	OTHER INFO
Abatements (weed & brush)			
Streets Maintenance Operations	QUANTITY	MANHOURS	OTHER INFO
Streets Repaired / Replaced (Asphalt)			
Sanitary Sewers Cleaned	40,458	121 hrs	
Sanitary Sewers Root Cut	15,048	59 hrs	
Sanitary Manholes Pumped	2	16 hrs	
Sanitary Sewers Jetted	0	0	
Sanitary Backup Jetted	2,512	13 hrs	
Catch Basins Pumped	33	47 hrs	
Catch Basins Repaired	5	55 hrs	
Ditching Cleaning	370	27 hrs	
Streets Maintenance Operations Cont.	QUANTITY	MANHOURS	OTHER INFO
Culvert Jetted	44	7 hrs	
Storm Sewer Jetted	0	0	
Culvert Installed	40	58 hrs	
Street Cleaning 3 rd Shift	140 miles	40.5 hrs	

Street Cleaning County Roads	6.4 miles	5.5 hrs	
Street Cleaning Neighborhoods	22	92 hrs	
Street Cleaning Priorities	89.2 miles	51.5 hrs	
Alley Grading	34,900	27.5 hrs	
FORESTY OPERATIONS TASKS	QUANTITY	MANHOURS	OTHER INFO
Stump Removal Tasks			
Removal of Vegetation		366 hrs	
Pesticide Application		96.70 hrs	
Tree Removal		154 hrs	
New Tree Care / Maintenance		108.50 hrs	
Mowing City property R.O.W		160 hrs	
Mowing City lots			
Municipal Services center Maintenance			
Mowing city property / State R.O.W			
Asphalt Tasks	QUANTITY	MANHOURS	OTHER INFO
Pothole Patches Repairs	2,059	246 hrs	
Street Repair Asphalt	186.38 sq. yds.	178.5 hrs	
Dura Patcher (spray)	225	197.50 hrs	
Miscellaneous / Asphalt			
Concrete Tasks	QUANTITY	MANHOURS	OTHER INFO
SS Utility Cuts Driveway			
SS Utility Cuts Pavement	49.30 sq. yds.	103 hrs	

SS Utility Cuts Sidewalk	1,147 sq. ft.		
Water Dept. Cuts Driveway	6.10 sq. yds.	8 hrs	
Water Dept. Cuts Pavement	60.86 sq yds	61 hrs	
Water Dept. Cuts Sidewalk	329 sqft	57.5 hrs	
Traffic, Parking, Electrical Operations	QUANTITY	MANHOURS	OTHER INFO
Haul MSC trash to Landfill –SS			
Parking Lots/Garage Maintenance			
Parking Meter Collections			
Parking Meter Repair			
Signs Made			
Signs Installed			
Signs Repaired			
Decals Made			
Street Lights			
Misc. Traffic Control			
Traffic Control (set up & removal)			
Fleet Dept.	Availability	Billable Hours	OTHER INFO
Fleet Tasks			

**Water Production Division
Monthly Activity Report
June 2022
(updated information in bold text)**

DeWitt County Wellfield Improvements: Three submittals for a Request for Qualifications and Proposals (RFQP) for engineering services were received and evaluated earlier this year. An agreement with the finalist firm is scheduled for City Council consideration on July 18.

Lake Decatur Landscape Maintenance: There was no activity this month.

Lake Decatur Water Level: Lake Decatur was maintained at an average level of 614.1 feet (99% full) which is normal for June.

Lake Decatur Watershed Management Plan: Work continued on the \$150,000 IEPA Section 319 grant recently awarded to the City. We are waiting to see if the City is awarded a large USDA RCPP grant and another IEPA Section 319 grant later this year. Northwater Consulting continued implementing the watershed water quality monitoring network, completed the Lake Decatur bathymetry survey field work, continued work to construct several high priority Best Management Practices (BMPs) with limited assistance from the Macon Co. Soil & Water Conservation District, and continued work on the Sand Creek, Friends Creek, Wildcat Creek and Willow Branch subwatershed plans. Northwater also began work on the 2022 IEPA Section 319 grant application consisting of critical implementation projects in the Bluffs and Friends Creek subwatersheds and planning support for Goose Creek.

Oakley Sediment Basin: Four submittals for a Request for Qualifications and Proposals (RFQP) for engineering services for significant drainage improvements were received and evaluated earlier this year. Agreement negotiations with the finalist firm began for eventual presentation to the City Council in the near future.

Performance Outcomes:

1. Meet or exceed the federal and state drinking water standard for turbidity, chlorine and nitrate. All of these standards were met or exceeded this month.
2. Monitor safety on Lake Decatur by recording the number of boat accidents and boat operating under the influences (OUIs) on the lake annually. **There was one boating accident in May that was not mentioned in May's report. No accidents nor OUIs occurred in June.**
3. Reduce the amount of sediment accumulating in the lake annually. The 2021 monitoring summary for this outcome was provided to the City Council in January.

South Water Treatment Plant East Clarifiers to Claricones Conversion: As of this month, Plocher Construction has completed 21.8% of this project.

Water Production: Continued analyzing water quality samples for Lake Decatur Watershed Management Plan monitoring. 609.65 million gallons of potable water were pumped into the water distribution system which was 0.25% less than June 2021.

June 2022

Water Services:

Staff repaired 1 water main failure, 37 water services, 9 control valves and 8 fire hydrants. Inspected 9 system valves, 2 fire hydrants and completed 1,228 Utility Billing service orders and 33 miscellaneous distribution system orders.

Crews flushed 75 fire hydrants located at the end of water mains primarily in residential areas to remove sediment and bring fresh treated water into the system pipes. The chlorine levels were recorded for future monitoring. Staff also assisted with the 2021 Water Main Replacement Project testing and inspection.



DECATUR FIRE DEPARTMENT
MEMORANDUM
2022-07

July 13, 2022

TO: Scot Wrighton, City Manager

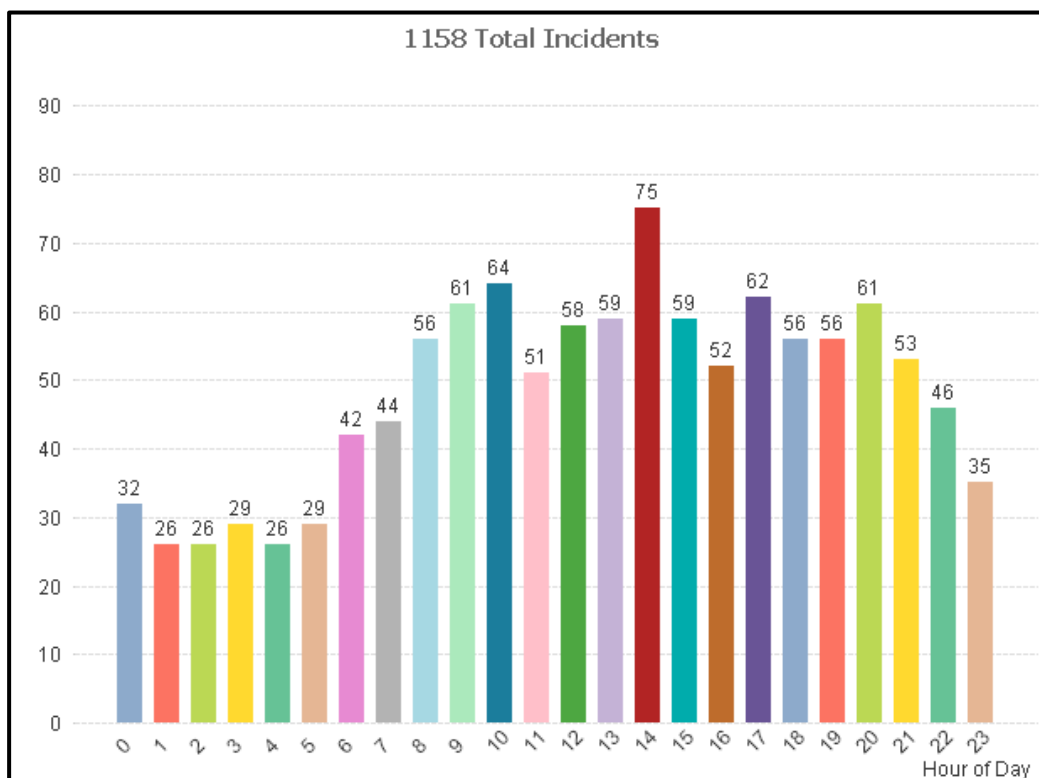
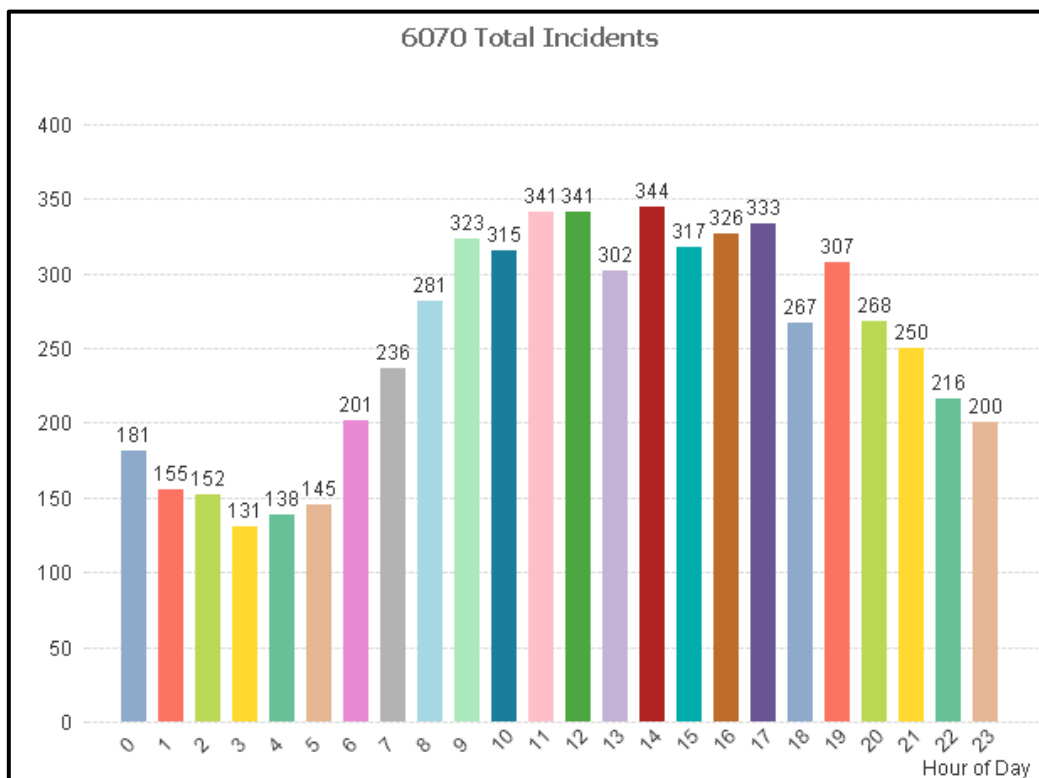
FROM: Jeff Abbott, Fire Chief

RE: Monthly Report – June 2022

The fire department responded to 1158 alarms in June. There have been 6070 alarms in the first six months of 2022. That number is slightly ahead of the 2021 alarm total at this point in the year.

The construction of the new station 7 is finally progressing at a better pace. The completion date is still unknown at this point, but the building supplies for the project are in place, so there should not be delays related to the supply chain. However, there continue to be issues at the new station 3 with people driving through the front yard. The department is working with Public Works to remedy the problems.

The new engine 3 is supposed to be completed next month and should be ready for service in September. The new engine 5 is expected to be completed in October. Those two apparatuses were ordered over a year ago. Due to supply issues, any new apparatus is expected to take up to two years to complete. Considering the extended delivery dates, the current apparatus will be examined to see what needs replacing.



Training Report:

Monthly EMS continuing education through the Vector Solutions training site: Patient Trauma Assessment: Discuss the importance of establishing scene safety, Review proper techniques & priorities for performing the primary survey & head-to-toe exam utilizing Region 6 Trauma Triage Algorithm, and understand the information necessary to accurately complete an EMS alarm report in FH7, Review and discuss Region 6 protocols assigned in Vector Solutions.

All members completed an exam in Vector Solutions with a minimum passing score of 80%. All members: Demonstrated how to perform a systematic, prioritized head-to-toe trauma assessment. Demonstrated ILS trauma care: IV/IO therapy, in-line intubation/i-gel & chest needle decompression using a manikin. Showed how to enter assessment information in the FH7 EMS report correctly.

EMS Protocol Review through the Vector Solutions training site: C06 Region 6 Trauma Triage Algorithm, C07 Amputation, C08 Burns, C10 Crush Injuries.

All members completed hands-on fire training at our regional training center: The training focused on Fast fire attack, Stretching and charging large diameter supply line to the engine from the hydrant, Pulling a pre-connected 1-¾ hand line for fast fire attack, searching for victims in a high heat-low visibility environment, Activating the Rapid Response Team to searching for a downed firefighter, Working as a team to extricate down/not breathing firefighter from the building, doffing unresponsive/not breathing firefighters turnout gear and beginning CPR and medical treatment.

Chief Officers completed the Illinois OSHA Compliance video series on the Vector Solutions training site.

Monthly training through the Vector Solutions training site: All members completed SOP/SOG discussion and review. E-102 Incident Command, E-103 Airport Response, E-104 Accountability Passport System, E-101 EMS Response Criteria, E-105 Isolating Circuit Breakers-Pulling a Residential Meter.

All New Scuba Team members completed hands certification training at the YMCA and the pond at the south training facility. The training covered Dry Suit and Full Face Mask training.

Fire Prevention Division: No Report

**ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT
MONTHLY REPORT**

JUNE 2022

PLANNING AND DEVELOPMENT DIVISION

For the month of June, the Planning and Development staff processed and reviewed commercial site plans and other development submittals. We have adapted to doing some reviews of digital submittals of site plans and other materials.

In June, staff in conjunction with other city departments reviewed twenty-six (26) submittals broken down by review type below:

Fence Permit	10
Commercial Plan Review	7
Cellular Tower Review	4
Subdivision Plat	2
Sign Permit	1
Demolition Permit	1
Utility Easement & ROW Vacation	1

We have ongoing Economic Development projects both in the planning stage and under way. Staff along with other departments held TRC meetings, Zoom meetings or conference calls for pending and ongoing developments.

We are also handling the sale and acquisition of City owned property in furtherance of Community Revitalization. The majority of the vacant lots sold have been acquired by adjacent homeowners interested in expanding their outdoor living space with some of the other acquisitions being made by a Church and Non-profits and one (1) commercial owner that owns other adjacent vacant lots.

Vacant Lot Sales

PAST MONTH	TOTAL	TOTAL REVENUE
1	52	\$31,950

Property Acquisitions

PAST MONTH	TOTAL SINCE 09/01/2021
0	2

BUILDING INSPECTIONS DIVISION

For June, we issued 138 permits broken down by permit type below. Of those, we had five (5) permits with a value of over \$250,000. The Division performed 405 inspections and 10 consultations.

PERMIT TYPE	# ISSUED	WORK VALUE
Commercial Building	11	\$12,563,140

Residential Building	18	262,222
Demolition	4	31,800
Electrical	17	215,488
Mechanical	16	102,508
Plumbing	15	85,089
Roof	42	375,785
Pool	5	44,183
Fence	9	15,658
Sign	1	21,918
Temporary Structure	0	0
Wheelchair Ramp	0	0
TOTAL	138	\$13,717,791

NEIGHBORHOOD REVITALIZATION DIVISION

- Staff continued to prepare special reports for loans. Collections and delinquency reports continue on various loan accounts.
- Staff qualified homeowners for the Residential Rehabilitation program.
- Staff prepared environmental reports for residential rehabs, demolitions, and exempt activities.
- Staff continued assistance through the Emergency program for homeowners with life threatening, health and safety issues, i.e. inoperable air conditioners and electrical.
- Staff continues working with Dove Financial Assistance using American Rescue Program (ARPA) funds to assist residents with rent/mortgages and utilities. Total assisted through June 2022, 195 City of Decatur residents.
- Staff is working with CILBA (Central Illinois land bank) to rehab or acquire various properties.
- Staff continues to work with Project READ and OKO as subrecipients for the public service funding from CDBG.
- Internal discussions about the purpose of DCDF and whether it should be repurposed.
- Staff is working with Public Works on a CDBG sidewalk project for the Johns Hill area. Work is 95% complete.
- Staff is working with Rise, Inc., a consultant to assist with strategic use of the HOME and CDBG funds.
- Staff continues to meet with various nonprofits to discuss revitalization opportunities.
- Staff continued designing the Owner Occupied Rehab program (ARPA). Program was opened to public by lottery and will close in July.
- Staff continues working on the Neighborhood Revitalization strategy, which includes rehabilitation, acquisition and demolition to various areas of the City.
- Staff continues work on qualifying residents for the IHDA Single Family Rehab grant and Strong Communities grant.
- Staff continues to be active in the Continuum of Care process as well as homeless prevention related meetings, and events as required by HUD.
- Staff attended a building dedication in honor of Ray Batman, Community leader and advocate for those less fortunate.
- The City has partnered with Woodford Homes (Carrie Lane) by providing HOME financial assistance for a group home project. Closing was held and the groundbreaking took place the week of June 13th. The overall project cost is about 4 million.

- Staff continues working the Clean Up Green Up program. Residents within the targeted area will receive a one-time cleanup of their yard. This year's partners include: Block by Block, Shemilah Outreach Center, and Southside Improvement Association (SIA). Nineteen properties received assistance.
- Staff continues working with Key Strategic to develop a Workforce Development ecosystem plan for Macon County & the City of Decatur.
- Staff meets monthly with Decatur Jobs Council to assist with the reorganization of the committee.
- Staff is working with HUD Chicago on issues related to the Greenwood Apartments complex.
- Preparing HOME ARP allocation plan for amendment to submit to HUD. A public hearing will be held on June 30th.
- Staff is working with Land of Lincoln Credit Union on a pilot program as part of our owner occupied and rental rehab programs.
- Staff met with outside agencies, i.e. Dove, DMCOC dba Empowerment Opportunity Center, CICD, CoC, Homeless Advisory Council, Shemilah Outreach, SIA neighborhood group, CONO, and various committees.

NEIGHBORHOOD INSPECTIONS DIVISION

Staff continued to enforce the International Property Maintenance Code and local City Ordinances (Chapters 48, 49, 56 and 70). The Division is committed to working with the citizens of Decatur to maintain a healthy and safe environment for those living here.

See attached for a summary of the work involved during the month of June 2022.

ATTACHMENT

**NEIGHBORHOOD INSPECTIONS DIVISION
MONTHLY REPORT
JUNE 2022**

NEW CASES	
Health & Safety (72 Hour)	73
Direct to Legal (Repeat Offenders)	0
Housing and Unfit	46
No Garbage Service	19
Nuisance	180
Secure of Abandoned Buildings	22
Weeds	387
TOTAL	727

RE-INSPECTION VISITS	
Code Enforcement	824
Weeds	498
TOTAL	1322

CASES SENT TO LEGAL FOR COURT	
Code Enforcement	63
Weeds	314

WEED ABATEMENT	
Contractor Mowed	313
Owner Mowed	53
TOTAL	366

DEMOLITIONS	
Year-to-Date Demolished	31
New Cases	1
Sent to Legal	17
Sent to Council	0
Out to Bid	0
Contracts Granted	8
Contract Amount	\$79,575.00
Permits Issued	0
Permits Finaled	6
Active Demolitions	173

GARBAGE SERVICE COMPLAINTS	
Received	1

INVOICES*	
New Invoices	491
Dollar Amount	\$52,235.85

PAYMENTS RECEIVED**	
Weeds	\$2,245.00

* includes costs incurred by the City of Decatur - Health and Safety (72 hour), Securing of Abandoned Buildings and Weed Abatement

** reimbursement for costs incurred by the City of Decatur for weed abatement.