



**Monday, June 18, 2018
5:30 PM**

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:

A 15 minute time period is provided for citizens to appear and express their views before the City Council. Each citizen who appears will be limited to 3 minutes. No immediate response will be given by City Council or City staff members. Citizens are to give their documents to the Police Officer for distribution to the Council.

III. Approval of Minutes

Approval of Minutes of June 4, 2018 City Council Meeting

IV. Unfinished Business

V. New Business

1. Treasurer's Financial Report
2. Resolution Rescinding Resolution 2018-28 Regarding Adding Territory to the Decatur Macon County Enterprise Zone Decatur Memorial Hospital
3. Resolution Adding Territory to the Decatur Macon County Enterprise Zone Decatur Memorial Hospital
4. Resolution Authorizing Agreement for Lobbying Services - Curry and Associates L.L.C.
5. Resolution Authorizing the Macon County Public Safety Training Foundation and the City of Decatur, Illinois Agreement for the Use of Grant Farm Law Enforcement Training Center by the Decatur Police Department
6. Resolution Authorizing Annual Service Agreement with Superion, LLC -- OSSl Decatur Police Department
7. Resolution Approving Expenditure of City Funds to Renew Microsoft Office 365 Licensing Fulfillment for The Next Three Years. CDW-G
8. Resolution Approving a Water Services Agreement with the Village of Harristown
9. Resolution Authorizing an Agreement with WHKS & Co. for Engineering Services to Provide Design Services to Improve the Taylor Road / Ward Branch and West Main Street / Stevens Creek Bridges, City Project 2018-

05

10. Resolution to Approve Preliminary Engineering Services Agreement and Appropriate Motor Fuel Tax Funds for Taylor Road / Ward Branch and West Main Street / Stevens Creek Bridges Improvement, City Project 2018-05
11. Resolution Rejecting the Bids - Street Restoration, Airport Road, City Project 2018-08
12. Ordinance Rezoning Property R-3 Single Family Residence District to PD Planned Development District 110-140 West Mound Road
13. Ordinance Amending City Code Chapter 56-Refuse and Recyclables Removal
14. Resolution Authorizing City Manager to Negotiate for the Purchase of Properties Owned by the Macon County Trustee
15. Consent Calendar: Items listed under the Consent Calendar are considered to be routine and will be enacted by one motion and one vote. If separate action is desired on any item, it will be removed from the Consent Calendar and considered separately.
 - A. Resolution Ascertaining Prevailing Rate of Wages for Construction of Public Works by Contract
 - B. Resolution Approving Appointment - Human Relations Commission
 - C. Resolution Approving Appointment -- Plan Commission
 - D. Resolution Authorizing the Execution of a Temporary Construction Easement Agreement between the City of Decatur and Jeffrey L. Shade, Thomas M. Shade, Sarah M. Peterson, as Trustee of the Sarah M. Peterson Trust, and William P. Shade III, as Trustee of the William P. Shade III Trust

VI. Other Business

VII. Adjournment

May 2018 Monthly Reports

CITY COUNCIL MINUTES

Monday, June 4, 2018

On Monday, June 4, 2018, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chambers, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided, together with her being Council members David Horn, Charles Kuhle, Pat McDaniel, Dana Ray, Bill Faber and Lisa Gregory were present. Seven members present. Mayor Julie Moore Wolfe declared a quorum present.

City Manager Tim Gleason attended the meeting as well.

Mayor Julie Moore Wolfe led the Pledge of Allegiance to the Flag.

Mayor Julie Moore Wolfe called for Appearance of Citizens.

John Phillips shared that the recent event that closed off public rights-of-way was handled very nicely.

Marty Watkins commended the City's Street Department for coming out to his neighborhood and taking care of a couple of issues in a professional and timely manner

Bill Steamblock requested the City and the Park District reopen Lake Shore Drive.

Barry Zarzyczny stated he is a landlord and he is not receiving the City's email notification regarding violations.

Mayor Julie Moore Wolfe called for approval of the minutes.

The minutes of the May 21, 2018, Council meeting were presented. Councilman Pat McDaniel moved the minutes be approved as written; seconded by Councilwoman Dana Ray, and on call of the roll, Council members David Horn, Charles Kuhle, Pat McDaniel, Dana Ray, Bill Faber, Lisa Gregory and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

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

City Manager Tim Gleason provided the City's fifth budget update. Mr. Gleason shared the budget deficit breakdown and his concerns. He presented an update on exploring opportunities to reduce current costs.

Mayor Julie Moore Wolfe called for Proclamation and Recognitions. Jerry Johnson with the Decatur Area Arts Council read the Proclamation proclaiming Sunday, June 17, 2018, as Decatur Area Arts Council Day in Decatur, Illinois.

R2018-63 Resolution Approving the Purchase of Equipment and Services to Replace the Decatur Police Department's Criminal Investigation Production Video Storage, Forensic Workstations and Necessary Electrical Services, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

Upon call of the roll, Council members David Horn, Charles Kuhle, Pat McDaniel, Dana Ray, Bill Faber, Lisa Gregory and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R2018-64 Resolution Authorizing a Project Development Agreement with Johnson Controls to Develop Energy Improvement Measures for the City, City Project 2018-07, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

Councilman David Horn asked City Manager Tim Gleason to describe the renewable energy initiative a little more and if it would include locations on City properties. City Manager Tim Gleason asked for a Johnson Control representative to come to the podium and respond to Councilman David Horn's questions. Account Executive Bruce Combs with Johnson Controls stated as part of their agreement that was one of the areas that was discussed, was being able to identify some potential solar opportunities both with waste water and other areas within other City facilities and map out potential savings or costs there may be around those improvements. Councilman David Horn asked if Johnson Controls would be able to outline some larger scale solar opportunities in the City by July 16th. Mr. Combs stated that preliminary they could identify where those opportunities areas were. Councilman Pat McDaniel asked them to take into consideration security. Councilman Charles Kuhle asked if these lights were all owned by the City. City Manager Tim Gleason stated that was correct. Councilwoman Dana Ray asked if was possible to have other governmental entities involved in this project. City Manager Tim Gleason stated he was going to give the Park District and the School District the heads up as to what the City was doing. City Manager Tim Gleason responded to Councilman Bill Faber's questions regarding the costs of the project.

Upon call of the roll, Council members David Horn, Charles Kuhle, Pat McDaniel, Dana Ray, Bill Faber, Lisa Gregory and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R2018-65 Resolution Accepting the Bid and Authorizing the Execution of a Contract with A. C. Pavement Striping Company for Microsurfacing, City Project 2018-24, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

Councilman David Horn asked if A.C. Pavement would be in compliance with the Minority Business Enterprises (MBE) City Code Chapter 28. City Manager Tim Gleason stated they definitely would be or they wouldn't have been considered by staff. Councilman David Horn asked to confirm that the contract met the good faith effort requirement by the City. Public Works Director Matt Newell explained that the project is let as a State Motor Fuel Tax project.

The City is paying their share with the City Motor Fuel Tax funds and all the other entities are using State Motor Fuel Tax Funds so the MBE's don't apply to this project.

Upon call of the roll, Council members David Horn, Charles Kuhle, Pat McDaniel, Dana Ray, Bill Faber, Lisa Gregory and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

Mayor Julie Moore Wolfe called for Consent Calendar Items A through D and asked if any Council member wished to have an item removed from the Consent Calendar. Council members did not ask to remove any items from the Consent Calendar. The Clerk read Items A and D:

- A. R2018-66 Resolution Approving Appointment – Electrical Commission
- B. R2018-67 Resolution Approving Appointments – Heating, Air Conditioning and Refrigeration Commission
- C. R2018-68 Resolution Approving Reappointment – Zoning Board of Appeals
- D. R2018-69 Resolution Approving Reappointments – Zoning Board of Appeals

Councilman Pat McDaniel moved Items A and D be approved by Omnibus Vote; seconded by Councilwoman Dana Ray, and on call of the roll, Council members David Horn, Charles Kuhle, Pat McDaniel, Dana Ray, Bill Faber, Lisa Gregory and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

Mayor Julie Moore Wolfe called for Other Business. Councilman David Horn asked who owned the property that the lake gas pump dock is located on. City Manager Tim Gleason stated that they belong to the Park District. Councilman David Horn asked in the Memorandum of Understanding what would be the source of funds the City would use if there is a net loss. City Manager Tim Gleason stated he was not sure, but the maximum loss in the Memorandum of Understanding is \$5,000.00.

Councilman David Horn asked if the Decatur Celebration had provided their financial report and if there were ways the City could reduce its \$75,000 in-kind contribution to the Decatur Celebration this year. City Manager Tim Gleason stated they had received the financial report from Decatur Celebration last week. Last year we shared with Decatur Celebration that we wanted them to explore any way that they could to reduce the in-kind contribution. The Decatur Celebration shared with us last week that there might be a reduction in Public Works cleanup done overnight preparing for the next day and also potential savings in the law enforcement overtime hire.

Councilman Charles Kuhle asked if there was some way to get the randomness of the lake gas pump hours out to the public. City Manager Tim Gleason stated the lake manager is going to email all those that are licensed on the lake as to what the new operating hours will be for the gas pumps.

Councilman David Horn asked to confirm that there would be a Council goals setting session on June 12, 2018. City Manager Tim Gleason stated there would be a special Council meeting on June 12th with no action items. Council will go into Executive Session.

With no other business, Mayor Julie Moore Wolfe called for Recess to Study Session for Community Revitalization. Councilman Pat McDaniel motioned to Recess to Study Session; seconded by Councilwoman Dana Ray.

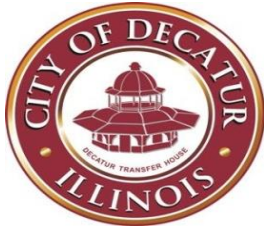
Upon call of the roll, Council members David Horn, Charles Kuhle, Pat McDaniel, Dana Ray, Bill Faber, Lisa Gregory and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

City Manager Tim Gleason provided opening comments regarding Community Revitalization. Deputy City Manager Billy Tyus provided a Power Point presentation on the Community Revitalization processes, successes and focus areas. Mr. Tyus shared that the next steps included Council review, public input on action items and to work with the Revitalization team to bring out ideas, establish budgets and timelines. Council members shared their comments and discussed action items.

Mayor Julie Moore Wolfe called for adjournment. Councilman Pat McDaniel moved the Council meeting be adjourned; seconded by Councilman Charles Kuhle, and on call of the roll, Council members David Horn, Charles Kuhle, Pat McDaniel, Dana Ray, Bill Faber, Lisa Gregory and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

Mayor Julie Moore Wolfe declared the Council meeting adjourned at 7:32 p.m.

Approved _____
Debra G. Bright
City Clerk



CITY OF DECATUR ILLINOIS

ONE GARY K. ANDERSON PLAZA

DECATUR, ILLINOIS 62523

Treasurers Financial Report May 2018

The Year in Play

The City of Decatur financial position remains stable and improving, but delicate, at the present-time. The position can be impacted by changes in the local economy and distributions of taxes from the State of Illinois that are outside the control of the City.

The 2018 budget for the City was approved on December 4, 2017 by the City Council with Council Resolution R2017-142 with General Fund Budget Revenue of \$64.800 million and Expense of \$67.995 million. The General Fund budget approval included a cash basis deficit of \$3.195 million.

The total 2018 City budget approved with Council Resolution R2017-142 is for budget Revenue of \$203.7 million and Expense of \$210.3 million, representing an in-period cash basis deficit of \$6.6 million. The non-general fund deficit of \$3.4 million is the result of the year on year timing of revenue received versus expenditures for projects including Lake Decatur dredging, sewer fund projects, state motor fuel tax projects, as well as other capital project initiatives of the City.

The 2018 City budget was amended with the Appropriation Ordinance adopted by the City Council on March 5, 2018 with Ordinance 2018-07, with Budget Revenue of \$203.7 million (same as the original budget) and Expense of \$211.3 million, an increase of \$1.0 million from the original budget. The expense increase is in non-general fund expense. The General Fund budget was unaffected.

The General Fund budget deficit is primarily the result of certain effects of the State of Illinois fiscal 2018 budget where funding distributions to local governments were reduced, namely,

- 10% hold back on income tax distribution,
- expected reduction in PPRT distribution,
- 2% home rule sales tax collection fee

These state budget decisions have negatively impacted 2018 city revenues by \$1.5 million. In addition, the outstanding police labor contract retroactive to May 1, 2015, upon eventual settlement, will require the city to make retroactive payroll to the police employees, expected to cost \$1.2 million. Further, inflation and other cost increases in the city baseline budget have increased costs by \$0.5 million.

The budget deficit presents challenges and unknowns that will have impact on City finances and operations.

- State budget matters impacting revenue distribution to the city,
- City Council deliberation of the methods to balance the city budget,
- Potential of State legislation freezing or inhibiting property tax options for local government,
- Continued development of the local economy,
- Development of state and local sales tax revenues to the City,
- Manufacturing employment in the local economy,
- Economic development success in the City and region

These factors will have significant impact on the financial position, condition, development and progress of the City of Decatur.

On May 31, the State Legislature adopted the State of Illinois 2019 fiscal year budget (July 1 2018 to June 30 2019), with Governor Rauner signature on June 4, the state budget for fiscal year 2019 is finalized.

The state budget addressed certain of the funding issues that have negatively impacted local governments in the state. Namely, the 10% “holdback” of LGDF funding (state income tax distribution) has been reduced to a 5% “holdback in state fiscal 2019; and, the 2% “collection fee” on local home rule sales tax imposed by the state has been reduced to 1.5% “collection fee” for fiscal 2019. PPRT (Personal Property Replacement Tax) distribution was not addressed to local government benefit, whereby, the state will continue to divert money to finance state budget matters thereby reducing money distributed to local governments.

The result of the state budget has favorably impacted City finances, whereby, the changes will “theoretically” increase revenue by \$575k on an annual basis, therefore, assisting the City in solving the General Fund \$2.0 million deficit situation.

Although local governments did not achieve all that was desired and lobbied by local officials to State Representatives in the state budget concerning funding to local governments, we are satisfied to achieve what was achieved, and are prepared to lobby on another day.

Of note is the effort of Mayor Julie Moore Wolfe. Mayor Moore Wolfe was an active and engaged voice, in cooperation with the Illinois Municipal League, to the State Legislature in efforts to secure restored funding to local governments.

City Financial Position

The City of Decatur ended May 2018 with a total cash position of \$55.1 million (excluding trust and agency funds earmarked for Police and Fire pensions) versus the cash position of \$55.1 as of the end of April.

The City General Fund ended May 2018 with a cash position of \$6.6 million versus the April cash position of \$6.6 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 position at May 31 provides a cash reserve representing 36 days of expense coverage in the City General Fund. The best practice reserve is a 45-60 day cash reserve or \$8-11 million.

City cash at May 31 excluding the General Fund cash position is \$55.1 million, contained in Special Revenue funds (\$8.0 million), TIF Redevelopment funds (\$0.4 million), Capital funds (\$0.1 million), Debt Service fund (\$0.1 million), Internal Service funds (\$4.9 million) and Enterprise funds (\$34.9 million), earmarked for specific purpose and not expendable to finance the cost of basic services provided to citizens and stakeholders.

Fund Type	May 2018	Apr 2018	Comment
Special Revenue	8.0	8.0	Library, State MFT, Local MFT, Federal programs, PS capital, etc
TIF Redevelopment	0.4	0.3	Debt service and redevelopment agreement obligations
Capital	0.1	0.1	Capital funding available
Debt	0.1	0.1	Debt service obligations
Internal Service	4.9	4.8	Risk insurance, EE healthcare benefits, Fleet maintenance
Enterprise	34.9	35.1	Utilities - Water, Sewer, Storm Water, Lake Dredging, Transit
Non-General Fund	48.5	48.5	
General Fund	6.6	6.6	Basic services to citizens and stakeholders
Total City Cash	55.1	55.1	

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

Changes of note in the period:

- Enterprise funds decreased \$0.2 million. Water fund increase (\$0.6 million) due to in period positive operational cash flow (\$0.7 million) offset by CapEx spending in period (\$0.1 million), Transit decrease (\$0.6 million) due in period operational cash flow, Sewer fund increase (\$0.3 million) and Water Bond fund decrease (\$0.5 million) with continued spending of dredging costs to contractors.
- **City Treasurer and Transit Staff continue to work with state IDOT to secure Transit operating grant distributions in more timely fashion. We will keep Council informed of our progress.**

General Fund Position

Cash

The City General fund cash position ended May at \$6.6 million, an increase from the April cash position of 6.6 million. The current cash balance represents a cash reserve position of 36 days (was 36 days).

City cash reserve position is much improved from 2-3 year's prior, however, best practice for financial security of the city is to continue to build the cash reserve position in the general fund.

Revenue and Expense

City General Fund Position of revenue received versus expense incurred to date is as follows for the period ending May 2018.

\$ (000)	Budget (4)	Year to Date (1)	Budget Target (2)	% vs Target (3)
Revenue	64,800	24,215	23,811	1.7%
Expense	67,995	22,921	24,058	(4.7)%
Surplus(deficit)	(3,195)	1,294	(247)	

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, with annual appropriation ordinance scheduled for Council Adoption on February 20, 2018

General Fund Revenue Comments

Revenue to date through May is \$24.2 million versus budget to date revenue of \$23.8 million, above budget by \$0.4 million or 1.7%.

Revenue to date above budget is the result of favorable development of state income tax, utility tax, video gaming tax and replacement tax, all to date in advance of City budget expectation.

Key Economic Driven General Fund Revenues

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. With five months into the twelve-month cycle, the year-to-date benchmark is 42% of the full year budget revenue.

\$ (000)	2018 Budget	2018 YTD	YTD % of Year Budget	2017 YTD	% Change yr vs yr
State Sales Tax	10,874	4,480	41%	4,461	0%
Local Sales Tax	9,552	3,945	41%	3,993	(1)%
State Income Tax	6,783	3,527	52%	2,660	33%
Food & Beverage Tax	3,257	1,324	41%	1,322	0%
Telephone Tax	1,674	702	42%	760	(8)%
Utility Tax (Gas & Elec)	4,702	2,343	50%	2,054	14%
State Local Use Tax	2,123	897	42%	826	9%
Cable TV Tax	1,055	509	41%	533	(5)%
State Replacement Tax	925	625	68%	733	(15)%
Hotel Use Tax	848	313	37%	236	33%
Video Gaming Tax	1,130	531	47%	528	1%

Sales Tax – **state sales tax is running slightly behind the full year budget target, and on par with the prior year; local sales tax is running slightly behind the full year budget target, and 1% behind the prior year.** The sales tax revenue stream is “the primary funding source driver” financing the general fund, representing a revenue stream in excess of \$20 million or 31% of the general fund revenue. The 2018 budget contemplated a flat projection versus 2017 for state sales tax revenues and a 2% decline in local sales tax revenues.

The State of Illinois 2018 Budget adopted by the State Legislature in July 2017 included a “2% tax” imposed on the collection of “local home-rule” sales tax revenues. This collection tax has been implemented by the State DofR. This collection tax will cost the City of Decatur \$0.2 million in 2018.

Of concern for the City Treasury is the ongoing marketplace transition to on-line shopping. This will continue to have negative impact on the sales tax revenue received by the City when such on-line shopping has no nexus to the City. Long term, this is not a favorable position for the City revenue stream. Legislative changes at the state level are the only solution, beyond more retail experiences in the city.

State Income Tax – **10% above the full year budget target and 33% above the prior year.** The 2018 budget was conservatively projected (as we envisioned at the time of the 2018 budget development), however, the distributions are at best difficult to project. ***The State of Illinois 2018 budget included a 10% “hold-back” of LGDF distributions to local governments which has been implemented effective with the August 2017 distribution and has negatively impacted the income tax revenue received by the City. The State action will cost the City \$1.0 million in 2018 revenues.***

This revenue stream is “a primary funding source driver” financing the general fund, which in prior periods was a revenue stream of \$7.5 to 8.0 million or 12% of the general fund revenue.

Food & Beverage Tax – **1% below the full year budget target and on par with the prior year.**

Telephone Tax – **on par with the full year budget target and 8% below the prior year.** The 2018 budget contemplated a further decline in telephone tax revenue. Telephone tax revenues have continued to decline each of the last several years as consumers shift to mobile telephones eliminating land line telephones, thereby reducing the number of telephone lines available to tax.

Gas & Electric Utility Tax – **8% above the full year budget target and above the prior year by 14%.** The City implemented a tax increase to 4.25% (from 1.25%) effective with usage billed commencing February 1, 2016.

This revenue stream will stabilize at a level of \$4.7 million given the current city imposed tax rate and then be affected by up or down by utility prices and consumer usage.

State Replacement Tax – **26% above the full year budget target, 15% below the prior year.** The 2018 budget was conservatively projected (as we envisioned at the time of the 2018 budget development), and contemplated an expected decline in state PPRT distributions to local governments with funding diverted to state matters. This is not a revenue stream that the City can place great reliance on for continuation at levels to date as the State of Illinois is expected to continue to use this revenue stream for its purposes potentially reducing revenue available for distribution to local governments.

Hotel Use Tax – **5% below the full year target, 33% above the prior year.** City increased the hotel use tax rate from 6% to 8% effective January 1, 2016.

Video Gaming Tax – **5% above the full year budget target and 1% above the prior year.** City has resumed allocating 15% of video gaming tax revenue to the City Economic Development fund. Total video gaming revenue thru May of \$599k is ahead of the budget and 13% above the prior year. Tax revenue continues to exceed the budget expectation. Currently operating are 79 establishments with 380 video gaming terminals.

General Fund Expense Comments

General Fund expense in the month of \$5.431 million was below the budget expectation of \$5.655 million. On a year to date basis, general fund spending is below budget by \$1.1 million or 5%.

The below budget spending to date of \$1.1 million is attributed to open positions (25) and across the board cautious spending behavior.

The budgetary savings achieved to date as a result of the open unfilled positions is on the order of \$750k.

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

Drug Enforcement	\$0.8 million	Earmarked for police capital as available (\$0.3 million available)
Local Roads and Streets	\$2.1 million	Earmarked for street repair and maintenance.
State Motor Fuel Tax	\$2.2 million	Earmarked for street repair and maintenance.
Major Moves	\$0.1 million	Earmarked for economic development infrastructure projects
Public Library Fund	\$0.1 million	Negative cash balance in line with expectations awaiting receipt of the June property tax distribution.
Library Capital Fund	\$0.1 million	Earmarked for CapEx requirements and cash reserves
Library Trust Fund	\$0.2 million	Donations received in trust for specific purpose as defined by the donors and unavailable for other use
Capital Projects	\$0.0 million	No in year funding is available from General Fund sources. The funding level is substandard to maintain sufficient cap-ex investment requirements properly securing city assets
Debt Fund	\$0.1 million	Earmarked for debt payments on current debt issues
Fleet Maintenance	\$0.2 million	Earmarked for repair and maintenance of city vehicle fleet
Equipment Replacement	\$0.6 million	Earmarked for emergency replacement of capital equipment. Cash position and lack of in year funding is substandard to maintain capex replacement schedules.
Risk Management Fund	\$1.1 million	Cash reserves for ongoing business insurance costs including liability, property, worker's compensation. City desired reserve is \$2.5 million necessary to sustain and protect the city.

Employee Insurance Fund	\$3.0 million	Coverage for healthcare and other EE benefit expense.
Public Transit Operations	\$0.1 million	<i>City received in March the State IDOT operating grant funding for state Q3 and state Q4 in the amount of \$2.3 million. City Treasury is no longer financing the transit operation. City staff will continue process to affect advance transit funding.</i>
Fiber Optics Fund	\$0.1 million	Earmarked for city investment in the next phase of fiber optic network. Project work in progress.
Storm Water Fund	\$2.0 million	Balance and ongoing cash flow are sufficient to fund currently defined storm water projects
Sewer Fund	\$6.3 million	Balance available and revenue flow will fund currently defined sewer projects – Council ordinance 2016-91 adopted 12/05/2016 provides the price increase required to fund sewer projects in compliance with US EPA requirements
Water Utility Funds	\$21.1 million	Cash balance of \$21.1 million, includes \$12.5 million sequestered in the debt reserve fund, representing the next 12 months' debt service payments. Remaining cash balance of \$8.6 million represents a 3+ month reserve of water operating expense – the water rate increases effective May 1, 2013 and beyond has allowed City to finance cap-ex and secure the best practice reserve. The current cash position allows funding of capital expense securing water main infrastructure replacement and other necessary capital expenditure envisioned in the short-term period. The Water Utility Fund continues to operate in accordance with the price increase model expectations
Water Bond Construction	\$5.2 million	Balance available to pay contractor invoices for the dredging of Lake Decatur. <i>Council has adopted the ordinance approving the next phase of fund raising to secure funding for the project. Bond sale will occur in June with proceeds available upon closing in July. This will be the final debt raising exercise funding the Lake Decatur dredging initiative.</i>

Trust & Agency Fund balance of \$159.4 million is sequestered in the Police and Fire Pension Funds and are not available for expenditure on other city operations.

Investments

City investments include \$10.2 million in US Treasury Bonds. The investment schedule on page 4 of the Treasurer's financial report provides the details of the investments. The investments are comprised of \$10.2 million of pooled cash.

The pooled cash is invested in treasury bonds and are scheduled to mature over the next 1-2 years.

The interest earnings from the investments to date have earned the city in excess of \$0.5 million. Additional interest income will accrue to the city over the period to investment maturity in an amount approximating \$0.1 million.

Investment instruments are in accordance with the City Investment Policy with interest rates maximized given available current marketplace investment returns.

Debt

Debt outstanding as of January 1, 2018, is \$155.3 and includes all outstanding bond debt, notes and loan payable and capital leases. All debt principal and interest payments are covered within the 2018 fiscal year operating plan and budget and are secured within the current cash flow operations of the City.

New debt instruments in 2018 will include continued debt issuance for road and street rehabilitation secured by the local motor fuel tax, continued debt issuance for fire facility rehabilitation secured by general purpose tax levy revenue, and capital lease and / or note payable financing to replace certain vehicle stock covered within the operating budget of the City.

The Council has approved the issuance of General Obligation 2018 Series Bonds to finance the final phase of the Lake Decatur dredging initiative, the construction of fire stations in support of the fire station replacement initiative, and the refunding of certain debt financing the rehabilitation of fire stations. The debt transaction will occur in June.

The city council approved a refunding of the 2008 Series General Obligation Bonds which will save the city \$0.3 million in interest financing costs over the remaining life of the debt. This refunding transaction was concluded in December 2017.

Revenue Tracking

City-wide Revenue received in the fiscal months ending May 2018 of \$62.9 million is 31% of the annual revenue budget of \$203.7 million.

Of note, the property tax revenues received by the City according to the 2017 Tax Levy in effect, 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, provide funding for the City contribution to the Decatur Municipal Band and provide funding for general purpose earmarked for investment in Fire Station facility repair and rehabilitation.

The cost of day to day City government operations as well as capital spending requirements of City operations, including general government, public safety police and fire protection, public works streets & municipal services and infrastructure operations, are not funded by property tax revenues, but rather are funded by other taxes including locally imposed or state distributed sales & use tax, income tax, food & beverage tax, hotel/motel tax, utility tax, and other minor tax.

Property Tax in 2018

The 2017 property tax levy, approved by Council in December 2017 with Council Ordinance 2017-55, for a tax levy amount of \$13.876 million, is now certified by the State of Illinois.

Equalized assessed value ("EAV") for the 2017 EAV period, with property tax payable in 2018, is \$833,357,715, a decline from the prior year EAV of \$839,296,988. A decrease of \$5,939,273 or 0.71%. The City had projected EAV to be \$840,000,000.

The City property tax rate for 2017 EAV with tax payable in 2018 is 1.66519% versus the prior year tax rate of 1.65177%. The City had projected a tax rate of 1.652%.

The higher tax rate is the result of decreased assessed value in the city.

The City property tax rate is expected to remain at 15% of the total property tax rate for City property owners.

Expenditure Tracking

City-wide Expenditures to May of \$64.5 million are 31% of the full year budget of \$211.3 million.

Water Utility

The financial performance of the City Water Utility is illustrated on the two (2) page summation. The report, which mimics normal reporting of a business enterprise, depicts actual profit and loss statement performance versus budget and prior year on both a monthly and year-to-date basis. In addition, certain key balance sheet items are reported as well as CapEx project spending.

Water Utility performance achieved through May is an operating profit before debt service of \$6.3 million on revenues of \$12.0 million. Debt payments on GO bonds and other debt due to date in 2018 including principal and interest of \$6.5 were transacted during the period to date.

The Water Utility continues to perform in accordance with our expectations envisioned in the water model to fund the future CapEx and debt service requirements of the operation, including the \$90 million Lake Decatur dredging initiative.

Of concern, water usage continues to decline. In 2017, water consumption declined by 1.2% versus consumption in the prior year, with residential consumption down 2.7%, commercial consumption down 3.3% and industrial consumption down 0.1%.

To date in 2018, water usage has increased 4% versus the same period in the prior year. Industrial usage is up 8%, residential usage is up 1%, with commercial usage stable to the prior year.

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

Headcount Staffing

Current full-time staffing level is 445 FTE's versus budget of 470 FTE's.

Gregg D. Zientara
City Treasurer & Director of Finance
June 13, 2018



Fiscal Year 2018

Fiscal Period Ending May, 2018

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: May, 2018

Fund	Fund Name	Opening Cash & Investments	Receipts	Disbursements	Balance Sheet Accts Activity	Investment Transfers	Ending Cash Balance	Investments	Total Cash & Investments	Interfund Loans (Borrowing)
10	General Fund									
	GENERAL FUND	6,627,214.02	5,402,585.23	5,430,824.41	18,996.32		6,617,971.16		6,617,971.16	0.00
12	Special Revenue Funds									
	PLANNING FUND	191,284.03	5,499.66	15,308.45	0.00		181,475.24		181,475.24	
17	HOME FUND	94,274.47	8,041.53	4,968.35	0.00		97,347.65		97,347.65	
18	CDBG FUND	5,551.89	34,935.50	26,065.94	0.00		14,421.45		14,421.45	
22	DUATS FUND	62,093.31	28.70	0.00	0.00		62,122.01		62,122.01	
25	DRUG ENFORCEMENT FUND	686,200.86	173,814.10	33,308.59	(12,828.94)		813,877.43		813,877.43	
26	DUI FINES AND FEES FUND	191,823.02	7,643.49	3,391.24	0.00		196,075.27		196,075.27	
27	POLICE LAB & PROGRAMS	51,749.05	12,312.32	2,798.45	0.00		61,262.92		61,262.92	
32	FIRE GRANT	0.00	0.00	0.00	0.00		0.00		0.00	
33	POLICE CAPITAL FUND	486,103.13	2,194.41	61,999.50	0.00		426,298.04		426,298.04	
34	BUILDING FUND	205,249.23	49,601.82	43,639.11	0.00		211,211.94		211,211.94	
35	LIBRARY FUND	194,523.38	110,056.73	371,771.39	0.00		(67,191.28)		(67,191.28)	
36	MUNICIPAL BAND FUND	30,089.50	1,342.46	11,494.30	0.00		19,937.66		19,937.66	
42	LOCAL STREETS & ROADS	1,956,905.19	148,120.09	4,900.00	0.00		2,100,125.28		2,100,125.28	
46	MOTOR FUEL TAX FUND	2,120,578.14	193,658.53	65,615.15	0.00		2,248,621.52		2,248,621.52	
47	MAJOR MOVES	97,523.79	45.03	5,000.00	0.00		92,568.82		92,568.82	
49	FIRE CAPITAL FUND	23,441.01	21,533.45	77,658.89	0.00		(32,684.43)		(32,684.43)	
58	LIBRARY CAPITAL	130,901.54	58.24	0.00	0.00		130,959.78		130,959.78	
59	LIBRARY TRUST FUNDS	238,712.60	593.79	5,614.15	0.00		233,692.24		233,692.24	
82	DCDF FUND	125,525.75	1,705.48	3,909.88	0.00		123,321.35		123,321.35	
83	NEIGHBORHOOD IMPROVEMENTS	29,286.74	13.47	469.03	0.00		28,831.18		28,831.18	
84	COMMUNITY REVITALIZATION	1,087,140.31	511.29	0.00	0.00		1,087,651.60		1,087,651.60	
	Total Special Revenue Funds	8,008,956.94	771,710.09	737,912.42	(12,828.94)	0.00	8,029,925.67	0.00	8,029,925.67	0.00
19	TIF & Redevelopment Funds									
	OLDE TOWNE TIF FUND	12,644.58	76,639.89	0.00	0.00		89,284.47		89,284.47	
20	SE PLAZA TIF FUND	62,217.95	9,363.89	0.00	0.00		71,581.84		71,581.84	
21	WABASH CROSSING TIF	155,646.98	87.94	0.00	0.00		155,734.92		155,734.92	
23	EASTGATE TIF FUND	33,964.59	16,827.90	0.00	0.00		50,792.49		50,792.49	
24	SOUTHSIDE TIF FUND	50,556.45	24.45	0.00	0.00		50,580.90		50,580.90	
28	PINES SHOPPING CENTER TIF	5,373.69	2,672.89	0.00	0.00		8,046.58		8,046.58	
29	GRAND & OAKLAND TIF	9,976.25	4,963.28	0.00	0.00		14,939.53		14,939.53	
	Total TIF & Redevelpmnt Funds	330,380.49	110,580.24	0.00	0.00	0.00	440,960.73	0.00	440,960.73	0.00
50	Debt Fund									
	DEBT FUND	109,470.43	20,814.84	0.00	0.00		130,285.27		130,285.27	0.00
40	Capital Funds									
	PEG CAPITAL FUND	60,442.19	15,556.25	3,204.56	0.00		72,793.88		72,793.88	
45	CAPITAL PROJECT FUND	22,008.06	10.15	0.00	0.00		22,018.21		22,018.21	
	Total Capital Funds	82,450.25	15,566.40	3,204.56	0.00	0.00	94,812.09	0.00	94,812.09	0.00

City of Decatur
Treasurer's Cash Report

Month of: May, 2018

<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>
	Internal Service Funds									
60	FLEET MAINTENANCE	278,908.35	206,440.08	266,104.65	0.00		219,243.78		219,243.78	
61	EQUIPMENT REPLACEMENT	587,735.70	155.55	9,821.41	0.00		578,069.84		578,069.84	
64	RISK MANAGEMENT	1,126,189.51	259,054.49	282,097.30	0.00		1,103,146.70		1,103,146.70	
65	INSURANCE FUND	2,845,004.94	980,416.93	794,604.04	0.00		3,030,817.83		3,030,817.83	
	Total Internal Service Funds	4,837,838.50	1,446,067.05	1,352,627.40	0.00	0.00	4,931,278.15	0.00	4,931,278.15	0.00
	Enterprise Funds									
70	MASS TRANSIT -OPERATION	694,508.72	50,122.38	657,009.80	0.00		87,621.30		87,621.30	
77	FIBER OPTICS	97,547.61	963.05	3,000.00	0.00		95,510.66		95,510.66	
78	STORM WATER	1,947,191.32	144,156.67	75,004.86	0.00		2,016,343.13		2,016,343.13	
79	SEWER FUND	6,060,005.57	473,193.59	213,230.70	0.00		6,319,968.46		6,319,968.46	
80	WATER FUND	3,389,166.11	2,552,333.71	1,832,683.43	19,963.44		4,128,779.83		4,128,779.83	
81	WATER CAPITAL	4,562,823.18	7,720.86	136,281.41	0.00		4,434,262.63		4,434,262.63	
86	WATER DEBT	12,500,000.00	0.00	0.00	0.00		12,500,000.00		12,500,000.00	
88	RECYCLING PROGRAM	75,376.41	61,385.95	56,889.79	0.00		79,872.57		79,872.57	
89	WATER BOND	5,743,281.06	1,356.66	522,785.90	0.00		5,221,851.82		5,221,851.82	
	Total Enterprise Funds	35,069,899.98	3,291,232.87	3,496,885.89	19,963.44	0.00	34,884,210.40	0.00	34,884,210.40	0.00
	Trust & Agency Funds									
90	FIRE PENSION FUND CASH	279,497.77	197,288.27	647,403.06	0.00	540,000.00	369,382.98		369,382.98	
90	FIRE PENSION INVESTMENTS	67,194,781.91	303,231.22	35,119.76	0.00	(540,000.00)		66,922,893.37	66,922,893.37	
	TOTAL FIRE PENSION	67,474,279.68	500,519.49	682,522.82	0.00	0.00	369,382.98	66,922,893.37	67,292,276.35	
91	POLICE PENSION FUND CASH	786,056.67	184,222.88	738,372.50	0.00		231,907.05		231,907.05	
91	POLICE PENSION INVESTMENTS	91,792,610.11	114,521.44	(1,304.15)	0.00			91,908,435.70	91,908,435.70	
	TOTAL FIRE PENSION	92,578,666.78	298,744.32	737,068.35	0.00	0.00	231,907.05	91,908,435.70	92,140,342.75	
	Total Trust & Agency Funds	160,052,946.46	799,263.81	1,419,591.17	0.00	0.00	601,290.03	158,831,329.07	159,432,619.10	0.00
	Total City Funds	215,119,157.07	11,857,820.5	12,441,045.85	26,130.82	0.00	55,730,733.50	158,831,329.07	214,562,062.57	0.00
Memorandum Items										
	Pooled Cash Investments	0.00	0.00	0.00	0.00	0.00	0.00	10,191,517.38	10,191,517.38	
	City Funds ex Trust & Agency	55,066,210.61	11,058,556.72	11,021,454.68	26,130.82	0.00	55,129,443.47	10,191,517.38	55,129,443.47	0.00

City of Decatur
Treasurer's Investment Report

Month of: **May, 2018**

Water Bond
Account # 8051000933
Fund 89

Investment Instrument	Maturity Date	Interest Rate	Par Value Amount	Tax Cost Amount	Accrued Interest Purchased + Rec'd.	Total Invested	Interest Earned	Accrued Interest Receivable	Total Interest Received	YTD Interest Received 2018	Estimated Income
US Treasury Bond	01/15/16	0.37500%	0.00	0.00	0.00	0.00	530.10	0.00	530.10	0.00	0.00 ok
US Treasury Bond	05/15/16	0.25000%	0.00	0.00	0.00	0.00	2,717.03	0.00	2,717.03	0.00	0.00 ok
US Treasury Bond	06/15/16	0.50000%	0.00	0.00	0.00	0.00	6,378.42	0.00	6,378.42	0.00	0.00 ok
US Treasury Bond	07/15/16	0.62500%	0.00	0.00	0.00	0.00	11,574.39	0.00	11,574.39	0.00	0.00 ok
US Treasury Bond	08/15/16	0.62500%	0.00	0.00	0.00	0.00	13,101.22	0.00	13,101.22	0.00	0.00 ok
US Treasury Bond	08/31/16	1.00000%	0.00	0.00	0.00	0.00	22,912.09	0.00	22,912.09	0.00	0.00 ok
US Treasury Bond	10/15/16	0.62500%	0.00	0.00	0.00	0.00	589.14	0.00	589.14	0.00	0.00 ok
US Treasury Bond	11/15/16	0.62500%	0.00	0.00	0.00	0.00	6,413.12	0.00	6,413.12	0.00	0.00 ok
US Treasury Bond	12/15/16	0.62500%	0.00	0.00	0.00	0.00	1,446.38	0.00	1,446.38	0.00	0.00 ok
US Treasury Bond	12/31/16	0.62500%	0.00	0.00	0.00	0.00	3,923.23	0.00	3,923.23	0.00	0.00 ok
US Treasury Bond	04/15/17	0.87500%	0.00	0.00	0.00	0.00	2,033.65	0.00	2,033.65	0.00	0.00 ok
US Treasury Bond	05/15/17	0.87500%	0.00	0.00	0.00	0.00	11,159.88	0.00	11,159.88	0.00	0.00 ok
US Treasury Bond	06/15/17	0.87500%	0.00	0.00	0.00	0.00	9,706.28	0.00	9,706.28	0.00	0.00 ok
US Treasury Bond	07/15/17	0.87500%	0.00	0.00	0.00	0.00	12,292.80	0.00	12,292.80	0.00	0.00 ok
US Treasury Bond	08/15/17	0.87500%	0.00	0.00	0.00	0.00	14,546.87	0.00	14,546.87	0.00	0.00 ok
US Treasury Bond	09/15/17	1.00000%	0.00	0.00	0.00	0.00	18,488.95	0.00	18,488.95	0.00	0.00 ok
US Treasury Bond	10/15/17	0.87500%	0.00	0.00	0.00	0.00	17,858.17	0.00	17,858.17	0.00	0.00 ok
US Treasury Bond	11/15/17	0.87500%	0.00	0.00	0.00	0.00	30,692.68	0.00	30,692.68	0.00	0.00 ok
US Treasury Bond	12/15/17	1.00000%	0.00	0.00	0.00	0.00	24,824.18	0.00	24,824.18	0.00	0.00 ok
US Treasury Bond	01/15/18	0.87500%	0.00	0.00	0.00	0.00	5,075.97	0.00	5,075.97	4,375.00	0.00 ok
Federated US Treasury Cash Reserves	Liquid		0.00	0.00	(0.00)	(0.00)	4,213.21	0.00	4,213.21	513.76	0.00 ok
Total Investment(s)			0.00	0.00	(0.00)	(0.00)	220,477.76	0.00	220,477.76	4,888.76	0.00

Pooled Cash
Account # 8051000942
Multiple Funds - Pooled Cash

Investment Instrument	Maturity Date	Interest Rate	Par Value Amount	Tax Cost Amount	Accrued Interest Purchased + Rec'd.	Total Invested	Interest Earned	Accrued Interest Receivable	Total Interest Received	YTD Interest Received 2018	Estimated Income
US Treasury Bond	06/15/16	0.50000%	0.00	0.00	0.00	0.00	2,773.22	0.00	2,773.22	0.00	0.00 ok
US Treasury Bond	12/15/16	0.62500%	0.00	0.00	0.00	0.00	6,591.53	(0.00)	6,591.53	0.00	0.00 ok
US Treasury Bond	04/30/17	0.87500%	0.00	0.00	0.00	0.00	12,524.04	(0.00)	12,524.04	0.00	0.00 ok
US Treasury Bond	06/30/17	0.62500%	0.00	0.00	0.00	0.00	8,188.75	0.00	8,188.75	0.00	0.00 ok
US Treasury Bond	10/31/17	0.75000%	0.00	0.00	0.00	0.00	14,484.89	0.00	14,484.89	0.00	0.00 ok
US Treasury Bond	12/15/17	1.00000%	0.00	0.00	0.00	0.00	21,573.77	0.00	21,573.77	0.00	0.00 ok
US Treasury Bond	03/31/18	0.75000%	0.00	0.00	0.00	0.00	26,403.69	(0.00)	26,403.69	5,625.00	0.00 ok
US Treasury Bond	06/15/18	1.12500%	1,600,000.00	1,600,000.00	0.00	1,600,000.00	45,291.29	8,307.68	36,983.61	0.00	18,000.00 ok
US Treasury Bond	10/15/18	0.87500%	1,750,000.00	1,732,568.36	0.00	1,732,568.36	38,532.22	1,966.30	36,565.92	7,656.25	15,312.50 ok
US Treasury Bond	11/30/18	1.00000%	500,000.00	497,441.40	0.00	497,441.40	7,307.61	13.65	7,293.96	2,500.00	5,000.00 ok
US Treasury Bond	04/15/19	0.87500%	1,000,000.00	992,773.43	0.00	992,773.43	9,443.27	1,123.60	8,319.67	4,375.00	8,750.00 ok
US Treasury Bond	06/30/19	1.25000%	1,500,000.00	1,496,425.78	0.00	1,496,425.78	17,247.90	7,872.90	9,375.00	9,375.00	18,750.00 ok
US Treasury Bond	10/31/19	1.25000%	1,000,000.00	993,281.25	0.00	993,281.25	7,291.87	1,076.40	6,215.47	6,215.47	12,500.00 ok
US Treasury Bond	11/30/19	1.50000%	1,050,000.00	1,042,945.31	0.00	1,042,945.31	7,181.73	85.58	7,096.15	7,096.15	15,750.00 ok
US Treasury Bond	03/31/20	1.37500%	1,500,000.00	1,472,929.70	225.41	1,473,155.11	3,277.99	3,503.40	0.00	0.00	20,625.00 ok
Federated US Treasury Cash Reserves	Liquid		158,643.25	158,643.25	204,283.49	362,926.74	4,165.82	461.41	3,704.41	1,912.46	5,183.02 ok
Total Investment(s)			10,058,643.25	9,987,008.48	204,508.90	10,191,517.38	232,279.59	24,410.92	208,094.08	44,755.33	119,870.52

GRAND TOTALS:	10,058,643.25	9,987,008.48	204,508.90	10,191,517.38	452,757.35	24,410.92	428,571.84	49,644.09	119,870.52
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Notes:

Initial investments for 2015 proceeds settled on 11/25/15, and those for 2016 proceeds on 11/25/16.
Total Invested = Tax Cost Amount + Accrued Interest Purchased
Interest Received YTD = cash received
Estimated Income = projected annual interest income
Pooled Cash maturity on 6/15/16 was re-invested with a 6/30/17 maturity.
Pooled Cash maturity on 12/15/16 was re-invested with maturities of 6/30/17 and 11/30/18.
Pooled Cash maturity on 04/30/17 was re-invested with a maturity of 4/15/19.
Water Bond maturity on 05/15/17 was divided: \$700,000 moved to cash and \$2 million re-invested with a maturity of 12/15/17.
Water Bond maturity on 06/15/17 was divided: \$1 million moved to cash and \$1 million re-invested with a maturity of 1/15/18.
Pooled Cash maturity on 06/30/17 was re-invested with a maturity of 6/30/19.
Pooled Cash maturity on 10/31/17 was re-invested with a maturity of 10/31/19.
Pooled Cash maturity on 12/15/17 was re-invested with a maturity of 11/30/19.
Pooled Cash maturity on 03/31/18 was re-invested with a maturity of 03/31/20.

City of Decatur
Debt Schedule

Period Ending: 2017 Budget
date of update: December 21, 2017

home		debt liquidated												gz approved	
Debt Instrument		Debt Purpose	Year of Issue	Year of Re Issue	Year of Maturity	Fund	Source	Payment(s)		Debt (Orig/ Refi) Issue	Debt at 1/1/2017	FY17 Principal Payments	FY17 Interest Payments	Debt at 12/31/2017	FY17 Total Debt Payments
								1st	2nd		input	input	input		
Bond Debt															
Amort sch #															
10	2008 Bonds	Water & Olde Towne TIF Projects	2005/2008	2008	2024	19/80	19/80	6/15	12/15	10,000,000	7,295,000	7,295,000	338,292	-	7,633,292 ok
11	2010A Bonds	LOC Payoff-Reynolds Building	2005/2008	2010	2030	50	Tax Levy	6/15	12/15	8,715,000	7,910,000	205,000	432,958	7,705,000	637,958 ok
12	2010B Bonds (BAB/RZEDB)	Water/Old Towne TIF Bonds	2010		2030	80/50/19	80/TL/19	6/15	12/15	28,270,000	23,080,000	1,185,000	1,301,218	21,895,000	2,486,218 ok
13	2010C Bonds	Parking Garage Renovation	2010		2024	19/50	19/TL	6/15	12/15	2,800,000	1,845,000	205,000	71,750	1,640,000	276,750 ok
14	2010D Bonds	Library	1998	2010	2017	50	Tax Levy	6/15	12/15	1,805,000	235,000	235,000	9,400	-	244,400 ok
17	2012 Bonds	Refunding of 2004A GO Bonds	2012		2025	50	Tax Levy	3/1	9/1	8,030,000	6,110,000	620,000	129,481	5,490,000	749,481 ok
18	2013 Bonds	Refunding of 2004B GO Bonds	2013		2025	80	80	3/1	9/1	17,220,000	13,375,000	1,250,000	589,400	12,125,000	1,839,400 ok
25	2014 Bonds	Lake Decatur Dredging	2014		2034	80	80	3/1	9/1	24,055,000	22,490,000	860,000	1,001,538	21,630,000	1,861,538 ok
32	2015 Bonds	Lake Decatur Dredging	2015		2035	80	80	3/1	9/1	23,305,000	22,515,000	815,000	920,750	21,700,000	1,735,750 ok
39	2016 Bonds	Lake Decatur Dredging	2016		2036	80	80	3/1	9/1	22,205,000	22,205,000	235,000	795,222	21,970,000	1,030,222 ok
xx	2017 Bonds	Refunding of 2008 GO Bonds	2017		2024	80	80	6/15	12/15	-	-	-	-	6,275,000	- ok
xxx															
Total Bond Debt										146,405,000	127,060,000	12,905,000	5,590,009	120,430,000	18,495,009
Promissory Notes & Loans Payable															
6	HUD Section 108	Wabash Crossing	2002		2022	50	18/Pilot	2/1	8/1	3,000,000	1,185,000	185,000	70,649	1,000,000	255,649 ok
23	2013 Promissory Note	Jonson Controls Initiative	2013		2028	various	80/10/60/70	Qtry	Qtry	17,212,394	15,811,356	664,591	540,659	15,146,765	1,205,250 ok
15	IEPA Construction Loan	Nitrate Facility (L171674)	2002		2022	80	80	6/1	12/1	7,172,169	2,343,333	419,307	65,051	1,924,026	484,358 ok
16	IEPA Water Loan	Water Projects (L172552)	2011		2031	80	80	1/10	7/10	6,993,328	5,425,209	361,681	-	5,063,528	361,681 ok
28	IEPA Construction Loan	Lakeshore Drive Sewer (L174873)	2013		2034	79	79	12/15	6/15	7,589,673	6,962,117	326,897	132,799	6,635,220	459,696 ok
29	Busey Bank	DPD Furniture & Technology (17355)	2014		2019	10	10	Qtry	Qtry	1,500,000	768,977	303,124	13,115	465,853	316,239 ok
34	IEPA Construction Loan Pending	Union Street Sewer (L175280)	2015		2035	79	79	1/8	7/8	2,172,218	2,089,988	91,461	41,241	1,998,527	132,702 ok
30	Busey Bank	Fire Apparatus - Pumper (20835)	2015		2022	49	49	5/4		439,940	381,296	59,992	8,770	321,304	68,762 ok
35	Soy Capital	Motorola Radio System	2015		2022	10/70	10/70	1/5		1,000,000	862,215	136,655	24,345	725,560	161,000 ok
33	Busey Bank	Police Vehicles - Interceptor (10) (21915)	2015		2017	33	33	Qtry	Qtry	284,732	107,763	107,763	809	-	108,572 ok
37	Busey Bank (drawdown)	Fire Facility Rehabilitation (24045)	2016		2023	49	49	2/15	8/15	2,200,000	160,481	314,286	1,953	(153,805)	316,239 note 1
38	Busey Bank (drawdown)	Local Street Resurfacing (24040)	2016		2023	42	42	2/15	8/15	7,500,000	1,093,140	1,071,428	6,920	21,712	1,078,348 note 1
43	Busey Bank	Police Vehicles - Interceptor (12) (26385)	2017		2018	33	33	Qtry	Qtry	460,011	-	56,508	2,288	403,503	58,796 ok
44	Busey Bank	Public Works Heavy Equipment (xxxxx)	2017		2022	61	61	Qtry	Qtry	180,624	-	8,354	1,467	172,270	9,821 ok
xxx															
xxx															
Total Notes & Loans Payable										57,705,089	37,190,875	4,107,047	910,066	33,724,463	5,017,113
Capital Leases															
19	Busey Bank	Fire Apparatus Arial Platform (10)	2011		2018	49	49	9/1		947,850	286,431	141,756	6,788	144,675	148,544 ok
21	Busey Bank	Police Vehicles SUV (1) (10850)	2013		2017	33	33	Qtry	Qtry	26,911	3,447	3,447	22	-	3,469 ok
22	Busey Bank	Water Service Truck (1) (10855)	2013		2018	80	80	Qtry	Qtry	33,988	10,518	6,995	149	3,523	7,144 ok
24	Busey Bank	Sewer Vactor Truck (1) (15820)	2013		2018	79	79	Qtry	Qtry	321,998	116,348	65,979	1,816	50,369	67,795 ok
26	Busey Bank	Water Service Truck (1) (17360)	2014		2019	80	80	Qtry	Qtry	25,150	11,629	5,104	194	6,525	5,298 ok
27	Busey Bank	Traffic Service Truck (1) (17365)	2014		2019	10	10	Qtry	Qtry	31,114	14,386	6,313	241	8,073	6,554 ok
31	PNC Equipment Finance	Police Vehicles Interceptor (10)	2015		2017	33	33	Qtry	Qtry	287,499	72,564	72,564	349	-	72,913 ok
36	Busey Bank	Fire Vehicles Interceptor (2) (23250)	2016		2019	49	49	Qtry	Qtry	62,860	52,643	20,742	898	31,901	21,640 ok
40	De Lage Landen	VOIP Telephone System	2016		2021	10	10	1/22		351,560	351,560	76,760	1,643	274,800	78,403 ok
41	PNC Equipment Finance	Fire Apparatus Pierce Saber Pumper	2017		2023	49	49	3/1		428,380	-	-	-	428,380	- ok
42	Presidio Technology Capital	IT Data Storage Equipment	2017		2019	10	10	7/1		285,966	-	95,322	-	190,644	95,322 ok
xxx															
xxx															
xxx															
xxx															
xxx															
xxx															
Total Capital Leases										2,803,276	919,526	494,982	12,100	1,138,890	507,082
Total City Debt										206,913,365	165,170,401	17,507,029	6,512,175	155,293,353	24,019,204

Note(s)
1 Drawdown loan with 2017 and future draws to occur as projects continue to completion

City of Decatur
Debt Schedule

[home](#)

Period Ending: 2017 Budget
date of update: December 21, 2017

home	debt liquidated								
	Debt Instrument	Debt Purpose	Payment Method	Debt Held By Lendor	Paying Agent	Debt Payment	Debt Payment	Debt Payment	Debt Payment
Bond Debt									
Amort sch #									
10	2008 Bonds	Water & Olde Towne TIF Projects	wire transfer	bond holders	BONY Mellon	fund 19 43.2%	fund 80 56.8%	Debt Liquidated 12/21/2017	
11	2010A Bonds	LOC Payoff-Reynolds Building	wire transfer	bond holders	BONY Mellon	tax levy 100%			
12	2010B Bonds (BAB/RZEDB)	Water/Old Towne TIF Bonds	wire transfer	bond holders	BONY Mellon	fund 80 64.6%	tax levy 25.3%	fund 19 10.1%	
13	2010C Bonds	Parking Garage Renovation	wire transfer	bond holders	BONY Mellon	fund 19 50%	tax levy 50%		
14	2010D Bonds	Library	wire transfer	bond holders	BONY Mellon	tax levy 100%			
17	2012 Bonds	Refunding of 2004A GO Bonds	wire transfer	bond holders	US Bank	tax levy 100%			
18	2013 Bonds	Refunding of 2004B GO Bonds	wire transfer	bond holders	US Bank	fund 80 100%			
25	2014 Bonds	Lake Decatur Dredging	wire transfer	bond holders	US Bank	fund 80 100%			
32	2015 Bonds	Lake Decatur Dredging	wire transfer	bond holders	US Bank	fund 80 100%			
39	2016 Bonds	Lake Decatur Dredging	wire transfer	bond holders	US Bank	fund 80 100%			
xx	2017 Bonds	Refunding of 2008 GO Bonds	wire transfer	bond holders	US Bank	fund 80 100%			
xxx									
Total Bond Debt									
Promissory Notes & Loans Payable									
6	HUD Section 108	Wabash Crossing	wire transfer	HUD 108 collections	BONY Mellon	fund 18 principal payment / fund 50 Pilot and or 21 interest pmt			
23	2013 Promissory Note	Jonson Controls Initiative	wire transfer	Regions Capital Advantage, Inc.	Regions Bank Trust	fund 80 94.0%	fund 10 1.0%	fund 60 4.0%	fund 70 1.0%
15	IEPA Contruction Loan	Nitrate Facility (L171674)	wire transfer	Illinois EPA	Amalgated Bank of Chicago	fund 80 100%			
16	IEPA Water Loan	Water Projects (L172552)	wire transfer	Illinois EPA	Amalgated Bank of Chicago	fund 80 100%			
28	IEPA Contruction Loan	Lakeshore Drive Sewer (L174873)	wire transfer	Illinois EPA	Amalgated Bank of Chicago	fund 79 100%			
29	Busey Bank	DPD Furniture & Technology (17355)	check	Busey Bank	Busey Bank	fund 10 100%			
34	IEPA Contruction Loan Pending	Union Street Sewer (L175280)	wire transfer	Illinois EPA	Amalgated Bank of Chicago	fund 79 100%			
30	Busey Bank	Fire Apparatus - Pumper (20835)	check	Busey Bank	Busey Bank	fund 49 100%			
35	Soy Capital	Motorola Radio System	check	Soy Capital Bank & Trust	Soy Capital Bank & Trust	fund 10 80%	fund 70 20%		
33	Busey Bank	Police Vehicles - Interceptor (10) (21915)	check	Busey Bank	Busey Bank	fund 33 100%			
37	Busey Bank	Fire Facility Rehabilitation (24045)	wire transfer	Busey Bank	Busey Bank	fund 49 100%			
38	Busey Bank	Local Street Resurfacing (24040)	bank transfer	Busey Bank	Busey Bank	fund 42 100%			
43	Busey Bank	Police Vehicles - Interceptor (12) (26385)	check	Busey Bank	Busey Bank	fund 33 100%			
44	Busey Bank	Public Works Heavy Equipment (xxxxx)	check	Busey Bank	Busey Bank	fund 61 100%			
xxx									
xxx									
Total Loans Payable									
Capital Leases									
19	Busey Bank	Fire Apparatus Arial Platform (10)	check	Busey Bank	Busey Bank	fund 49 100%			
21	Busey Bank	Police Vehicles SUV (1) (10850)	check	Busey Bank	Busey Bank	fund 33 100%			
22	Busey Bank	Water Service Truck (1) (10855)	check	Busey Bank	Busey Bank	fund 80 100%			
24	Busey Bank	Sewer Vactor Truck (1) (15820)	check	Busey Bank	Busey Bank	fund 79 100%			
26	Busey Bank	Water Service Truck (1) (17360)	check	Busey Bank	Busey Bank	fund 80 100%			
27	Busey Bank	Traffic Service Truck (1) (17365)	check	Busey Bank	Busey Bank	fund 10 100%			
31	PNC Equipment Finance	Police Vehicles Interceptor (10)	check	PNC Equipment Finance	PNC Equipment Finance	fund 33 100%			
36	Busey Bank	Fire Vehicles Interceptor (2) (23250)	check	Busey Bank	Busey Bank	fund 49 100%			
40	De Lage Landen	VOIP Telephone System	check	De Lage Landen Public Finance	De Lage Landen Public Finance	fund 10 100%			
41	PNC Equipment Finance	Fire Apparatus Pierce Saber Pumper	check	PNC Equipment Finance	PNC Equipment Finance	fund 49 100%			
42	Presidio Technology Capital	IT Data Storage Equipment	check	Presidio Technology Capital	Presidio Technology Capital	fund 10 100%			
xxx									
xxx									
xxx									
xxx									
xxx									
xxx									
xxx									
Total Capital Leases									
Total City Debt									

Water Bond Issue - Status of Water Bond Fund 89

Bond Issuance	2016
Par Value of Bonds	22,205,000
Premium	2,142,097
Total Source of Funds	24,347,097
Total Use of Funds	24,347,097
Underwriter's Discount	155,435
Bond Insurance	75,630
Closing Costs	112,230
Bond Proceeds	24,003,802

Project Scope	
Temporary Easements	-
Road Improvements	-
Dredging	24,003,802
Other	-
Total Scope	24,003,802

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 November 9, 2016, the City issued general obligation bonds with 20 year maturity raising the cash proceeds to defray the cost of Phase II of the Lake Decatur Dredging Project.

The City will use additional bond financing in subsequent years to raise the cash proceeds to defray the cost of future expenditures. The City expects to issue bonds in subsequent fiscal years 2017 or 2018.

Actual Bond Spend Activity in Fiscal year 2016	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend		-	-	-	-	-	-	-	-	-	24,003,802	24,003,802	
Revenues													
Interest Income											-	2,203	2,203
Expenditures													
Dredging - Great Lakes Dredge											-	1,214,410	1,214,410
Ending cash available	-	-	-	-	-	-	-	-	-	-	24,003,802	22,791,595	

Actual Bond Spend Activity in Fiscal year 2017	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	22,791,595	22,791,248	22,795,944	22,749,773	22,753,225	22,234,497	17,951,426	17,938,190	15,857,808	9,972,949	9,972,068	7,679,467	
Revenues													
Interest Income	(347)	4,697	7,195	3,452	23,154	14,404	2,854	8,160	7,921	5,883	15,268	16,367	109,007
Expenditures													
Dredging - Great Lakes Dredge	-	-	-	-	535,000	4,280,923	-	2,069,582	5,878,987.6		2,302,138	1,928,927	16,995,557
Dredging - Chastain & Assoc	-	-	53,366	-	6,882	16,551	16,090	18,960	13,792.4	6,764	5,732	3,096	141,234
Total Expenditures	-	-	53,366	-	541,882	4,297,475	16,090	2,088,541	5,892,780	6,764	2,307,870	1,932,023	17,136,791
Ending cash available	22,791,248	22,795,944	22,749,773	22,753,225	22,234,497	17,951,426	17,938,190	15,857,808	9,972,949	9,972,068	7,679,467	5,763,810	

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	5,763,810	5,770,182	5,762,786	5,748,832	5,743,281	5,221,852	5,221,852	5,221,852	5,221,852	5,221,852	5,221,852	5,221,852	
Revenues													
Interest Income	6,372	192	308	1,423	1,357								9,652
Expenditures													
Dredging - Great Lakes Dredge	-	-	-	-	521,985								521,985
Dredging - Chastain & Assoc	-	7,588	-	1,284	801								9,673
Dredging - Klingner & Assoc	-	-	14,262	5,690	-								19,953
Total Expenditures	-	7,588	14,262	6,974	522,786	-	-	-	-	-	-	-	551,610
Ending cash available	5,770,182	5,762,786	5,748,832	5,743,281	5,221,852	5,221,852	5,221,852	5,221,852	5,221,852	5,221,852	5,221,852	5,221,852	

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

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

Period Ending: May, 2018

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	Revised Budget	% of Budget
Memo Items																	
PROPERTY TAX TOTAL																	
var	REAL ESTATE TAX-CIVIL CITY	var	-	-	-	-	-								-	13,599,264	0%
var	REAL ESTATE TAX-TIF DISTRICTS	var	-	-	-	-	-								-	1,982,200	0%
OTHER TAXES TOTAL			-	-	-	-	-	-	-	-	-	-	-	-	-	15,581,464	0%
OTHER TAXES TOTAL																	
var	LOCAL SALES TAX	var	807,770	837,288	959,353	712,309	716,975								4,033,695	9,787,460	41%
var	STATE SALES TAX	var	882,653	917,921	1,088,364	840,607	819,180								4,548,726	11,067,740	41%
OTHER TAXES TOTAL			1,690,423	1,755,209	2,047,717	1,552,916	1,536,156	-	-	-	-	-	-	-	8,582,421	20,855,200	41%
GENERAL FUND																	
LOCAL TAXES																	
301302	CABLE TV TAX	10	-	255,934	-	21,185	231,760								508,879	1,055,000	48%
301203	FOOD & BEVERAGE TAX	10	285,512	240,470	238,274	292,841	266,555								1,323,652	3,257,000	41%
301204	HOTEL AND MOTEL TAX	10	43,682	52,238	58,642	73,099	85,446								313,107	848,000	37%
301106	MOBILE HOME PRIVELEGE TAX	10	-	-	-	-	-								-	11,000	0%
301103	PROPERTY TAX	10	-	-	-	-	-								-	9,642,679	0%
301202	TELEPHONE UTILITY TAX	10	141,050	141,599	142,414	138,931	137,566								701,559	1,674,000	42%
301209	UTILITY TAX - ELECTRIC & GAS	10	448,827	526,654	480,199	439,275	447,828								2,342,782	4,702,000	50%
Sub Total			919,072	1,216,894	919,528	965,331	1,169,155	-	-	-	-	-	-	-	5,189,980	21,189,679	24%
OTHER TAXES (REMITTED BY STATE)																	
301208	AUTO RENTAL TAX	10	2,869	2,657	2,554	2,478	2,321								12,880	31,000	42%
301205	LOCAL SALES TAX	10	789,250	818,768	945,129	693,789	698,455								3,945,391	9,551,800	41%
301207	LOCAL USE TAX	10	166,257	192,590	243,593	145,000	149,116								896,555	2,123,000	42%
302105	STATE INCOME TAX	10	578,461	837,319	420,941	646,373	1,044,019								3,527,112	6,783,000	52%
302104	STATE REPLACEMENT TAX	10	111,269	-	103,928	201,098	209,087								625,381	925,000	68%
301201	STATE SALES TAX	10	868,073	903,341	1,078,143	826,027	804,600								4,480,185	10,873,500	41%
301210	VIDEO GAMING TAX	10	94,074	95,249	90,255	104,905	146,340								530,823	1,130,000	47%
Sub Total			2,610,253	2,849,923	2,884,543	2,619,669	3,053,939	-	-	-	-	-	-	-	14,018,328	31,417,300	45%
OTHER GOVERNMENTAL SOURCES																	
301102	ROAD & BRIDGE TAX	10	-	-	-	-	-								-	395,000	0%
Sub Total			-	-	-	-	-	-	-	-	-	-	-	-	-	395,000	0%
CHARGE SERVICES (INTERNAL CITY)																	
303607	PAYMENT IN LIEU OF TAXES	10	110,342	110,342	110,342	110,342	110,342								551,712	1,324,109	42%
303621	ADMIN SERVICES	10	149,938	149,938	149,938	149,938	149,938								749,690	1,684,704	44%
303622	PUBLIC WORKS SERVICES	10	114,641	114,641	114,641	114,641	114,641								573,205	1,375,692	42%
303623	HUMAN RELATIONS SERVICES	10	4,197	4,197	4,197	4,197	4,197								20,985	50,364	42%
303624	PURCHASING SERVICES	10	11,658	11,658	11,658	11,658	11,658								58,290	139,896	42%
303626	BLDG INSPECTION SERVICES	10	15,750	15,750	15,750	15,750	15,750								78,750	189,000	42%
303627	PENSION FUND ADMIN SERV	10	4,286	4,286	4,286	4,286	4,286								21,430	51,432	42%
303628	SEWER FUND-EPA	10	27,624	27,624	27,624	27,624	27,624								138,120	331,488	42%
306700	IT SERVICES	10	73,152	73,152	73,152	73,152	73,152								365,760	877,824	42%
306707	CDBG PERSONNEL/EXP REIMB	10	51,120	32,244	36,333	34,669	20,226								174,592	393,247	44%
306751	HOME PERSONNEL/EXP REIMB	10	7,928	5,982	2,736	4,556	4,847								26,049	100,191	26%
306753	DUATS PERSONNEL/EXP REIMB	10	-	52,263	-	-	-								52,263	124,874	42%
303601	MFT REIMB-MSC/TRAF SIGNAL	10	44,276	30,587	57,818	31,170	40,716								204,567	430,000	48%
303606	WATER STREET CUTS	10	28,507	17,939	7,302	20,289	32,076								106,113	342,000	31%
Sub Total			643,420	650,603	615,777	602,272	609,453	-	-	-	-	-	-	-	3,121,525	7,414,821	42%

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

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

Period Ending: May, 2018

Month of Fiscal Year		1	2	3	4	5	6	7	8	9	10	11	12	Actual	Revised	% of
Div	Fund	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	Budget	Budget
3rd Party Revenue																
303413	AMEREN FRANCHISE PAYMENTS	10	76,759	76,759	76,759	76,759	76,759							383,797	921,000	42%
303510	ELECTRIC AGGREGATION ADMIN	10	5,341	8,593	6,148	5,512	5,405							30,999	99,000	31%
Sub Total			82,100	85,352	82,908	82,271	82,164	-	-	-	-	-	-	414,795	1,020,000	41%
Grants																
302106	FEDERAL	10	-	-	-	-	-							-	-	-
302114	POLICE OT REIMBURSEMENTS	10	9,672	13,141	5,067	7,230	12,428							47,538	133,000	36%
302107	STATE GRANTS OR OTHER	10	-	-	-	-	-							-	117,000	0%
Sub Total		10	9,672	13,141	5,067	7,230	12,428	-	-	-	-	-	-	47,538	250,000	19%
Fees for Services External																
303408	SANITARY DISTRICT - ADMIN	10	24,963	-	-	-	-							24,963	-	-
304300	ANIMAL REGISTRATION LATE FEES	10	700	605	675	495	700							3,175	9,000	35%
304302	GARBAGE HAULERS	10	-	-	-	-	-							-	27,000	0%
304303	CONTRACTOR LICENSES	10	6,625	850	575	275	450							8,775	34,000	26%
304304	LIQUOR LICENSES	10	3,558	(1,242)	2,136	19,600	248,925							272,976	504,000	54%
304306	BOAT LICENSES	10	-	-	18,346	24,226	45,385							87,956	120,000	73%
304307	OTHER LICENSES	10	5,219	2,070	4,606	9,000	2,473							23,368	221,000	11%
304401	BUILDING PERMITS	10	14,620	18,039	7,954	23,409	9,786							73,808	211,000	35%
304402	PIER PERMITS	10	-	-	10,553	27,834	26,325							64,711	83,000	78%
303301	ON STREET PARKING	10	421	1,183	373	741	1,037							3,755	8,000	47%
303302	PARKING LOT 1	10	1,535	735	1,860	1,702	1,940							7,772	24,000	32%
303306	PARKING LOT 10	10	633	698	829	700	785							3,645	10,000	36%
303308	GARAGE C	10	3,110	3,440	6,069	4,355	3,515							20,489	87,000	24%
303310	RESIDENTIAL PARKING	10	900	180	120	120	120							1,440	1,000	144%
303312	DOWNTOWN EMPL PARKING PERMIT	10	2,689	1,485	2,473	2,145	1,982							10,774	26,000	41%
304490	ADMIN COURT FINES	10	5,520	8,146	7,011	6,825	8,142							35,644	101,000	35%
305500	ADMINISTRATIVE COURT FEES	10	3,331	3,591	3,804	3,741	4,896							19,363	54,000	36%
305501	COURT FINES	10	10,311	16,396	18,503	18,375	14,424							78,010	195,000	40%
305502	BOOT FEE	10	525	735	420	630	560							2,870	7,000	41%
305503	WEED CUTTING FEES	10	3,807	3,931	2,038	4,814	2,360							16,950	51,000	33%
305505	ILLEGAL USE OF VEHICLE	10	25,185	22,135	29,625	21,770	30,500							129,215	357,000	36%
305506	OVERTIME PARKING FEES	10	15,806	14,673	14,733	13,535	15,924							74,672	177,000	42%
305507	VARIANCE AND ZONING	10	635	413	695	890	1,355							3,988	9,000	44%
305513	OTHER FINES AND FEES	10	600	165	638	6	300							1,709	8,000	21%
305516	PET CITATIONS	10	5,624	7,221	5,187	8,265	4,969							31,266	60,000	52%
305517	DUCK BLIND FEES	10	-	-	-	-	-							-	1,000	0%
305520	TRASH & CLEAN UP FINES	10	3,609	3,788	4,694	7,245	5,912							25,248	73,000	35%
303415	PROFESSIONAL STANDARDS	10	-	100	-	1,477	1,401							2,978	1,500	199%
308801	RENTAL OF CITY PROPERTY	10	100	100	100	100	200							600	1,200	50%
308803	SALE OF OTHER PROPERTY	10	150	-	-	-	-							150	-	-
308807	DEMOLITION PAYMENTS	10	4,085	3,875	3,144	20,411	11,822							43,337	35,000	124%
308810	DAMAGE TO CITY PROPERTY	10	-	2,208	-	-	15,281							17,489	2,500	700%
308814	INVENTORY REIMBURSEMENTS	10	-	-	-	-	-							-	-	-
308817	NOISE ORDINANCE FINES	10	-	-	-	-	483							483	-	-
308890	REIMBURSEMENT OF EXPENSE	10	21	-	29,244	2,780	2,485							34,530	-	-
308898	BANK RECONCILIATION ADJ	10	-	(285)	-	(230)	(161)							(676)	-	-
308899	MISCELLANEOUS INCOME	10	5,123	1,464	3,285	2,361	7,224							19,457	50,000	39%
310010	FIRE PROGRAMS	10	160	160	240	3,160	-							3,720	12,000	31%
305512	FIRE & BURGLAR ALARMS	10	-	100	100	-	-							200	11,000	2%
305514	POLICE RECORDS	10	961	625	1,087	991	1,000							4,664	10,000	47%
302401	STATE ROUTE MAINTENANCE	10	29,425	-	-	29,425	-							58,851	117,000	50%
303405	SCHOOL DISTRICT REIMB	10	-	199,693	-	-	-							199,693	406,000	49%
Sub Total			179,953	317,277	181,117	261,171	472,500	-	-	-	-	-	-	1,412,019	3,104,200	45%
Investment/Other Income																
309900	BOND OR NOTE PROCEEDS	10	-	-	-	-	-							-	-	-
307101	INTEREST INCOME	10	882	442	646	6,298	2,946							11,214	9,000	125%
Sub Total			882	442	646	6,298	2,946	-	-	-	-	-	-	11,214	9,000	125%
General Fund Total			4,445,352	5,133,634	4,689,586	4,544,243	5,402,585	-	-	-	-	-	-	24,215,400	64,800,000	37%

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

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

Period Ending: May, 2018

Month of Fiscal Year		1	2	3	4	5	6	7	8	9	10	11	12	Actual	Revised	% of
Div	Fund	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	Budget	Budget
Development Services																
various	PLANNING	12	21,993	25,408	22,092	24,243	5,500							99,236	324,000	31%
various	HOME PROGRAM	17	15,692	6,136	4,738	11,418	8,042							46,026	840,899	5%
various	CDBG	18	51,395	57,369	57,288	54,585	34,936							255,573	1,896,919	13%
various	DUATS	22	11	54,849	3	55	29							54,947	260,000	21%
various	PEG PROJECTS	40	46	18,220	3	4,358	15,556							38,183	84,250	45%
various	MASS TRANSIT	70	45,516	2,545,745	2,365,708	45,562	50,122							5,052,653	8,236,980	61%
various	DCDF	82	386	1,822	1,458	1,591	1,705							6,962	20,000	35%
various	NEIGHBORHOOD IMPROVEMENTS	83	6	1	2	29	13							51	100	51%
various	COMMUNITY REVITALIZATION	84	29	26	58	634	511							1,258	300,000	0%
various	RECYCLING	88	63,843	53,320	59,589	58,157	61,386							296,295	698,000	42%
Sub Total			198,916	2,762,896	2,510,939	200,632	177,800	-	-	-	-	-	-	5,851,183	12,661,148	46%
Redevelopment & TIF																
various	OLDE TOWNE TIF	19	25	0	1	246	76,640							76,911	1,171,887	7%
various	SE PLAZA TIF	20	9,361	9,301	6,925	9,457	9,364							44,407	441,900	10%
various	WABASH CROSSING TIF	21	33	4	8	194	88							326	232,000	0%
various	EASTGATE TIF	23	16,758	16,610	18,144	16,836	16,828							85,176	323,550	26%
various	SOUTHSIDE TIF	24	11	1	3	50	24							89	28,000	0%
various	PINES SHOPPING CENTER TIF	28	2,674	2,662	1,391	2,694	2,673							12,095	110,200	11%
various	GRAND & OAKLAND TIF	29	4,965	4,944	(1,482)	5,002	4,963							18,392	198,550	9%
Sub Total			33,826	33,523	24,990	34,478	110,580	-	-	-	-	-	-	237,397	2,506,087	9%
Public Safety																
various	DRUG ENFORCEMENT	25	668	1,428	68,616	96,346	173,814							340,871	182,300	187%
various	DUI COURT FINES	26	6,035	7,444	8,326	6,568	7,643							36,016	118,965	30%
various	POLICE PROGRAMS/LAB	27	601	1	402	52	12,312							13,369	15,010	89%
various	FIRE EMERGENCY GRANT	32	-	-	-	-	-							-	100,000	0%
various	POLICE CAPITAL	33	292	88,686	27	2,298	2,194							93,497	182,300	51%
various	FIRE CAPITAL	49	8,990	42,749	130,000	30,547	21,533							233,820	1,505,000	16%
Sub Total			16,587	140,308	207,371	135,811	217,498	-	-	-	-	-	-	717,574	2,103,575	34%
Debt Service																
various	DEBT SERVICE	50	20,734	20,598	20,592	21,190	20,815							103,929	1,297,942	8%
Public Works & Capital																
various	LOCAL STREETS & ROADS	42	217,150	137,641	136,598	150,292	148,120							789,801	4,802,000	16%
various	CAPITAL STREET PROJECTS	45	5	1	1	20	10							37	-	-
various	MFT PROJECTS	46	174,307	195,202	149,302	149,675	193,659							862,145	2,187,950	39%
various	MAJOR MOVES	47	19	30,002	6	100	45							30,172	2,530,000	1%
various	FLEET MAINTENANCE	60	211,182	210,125	208,598	204,695	206,440							1,041,040	2,611,465	40%
various	EQUIPMENT REPLACEMENT	61	(3,181)	5,397	935	3,915	156							7,221	-	-
various	STORMWATER PROJECTS	78	299,660	278,319	119,305	180,292	144,157							1,021,732	4,668,200	22%
various	SEWER PROJECTS	79	1,376,328	442,800	1,734,953	472,207	473,194							4,499,482	11,249,900	40%
Sub Total			2,275,471	1,299,487	2,349,698	1,161,197	1,165,780	-	-	-	-	-	-	8,251,633	28,049,515	29%
Library																
various	LIBRARY OPERATIONS	35	73,642	54,599	72,091	160,397	110,057							470,785	3,590,215	13%
various	LIBRARY CAPITAL	58	3	3	7	107	58							179	375,000	0%
various	LIBRARY TRUST FUNDS	59	306	6	13	279	594							1,198	10,000	12%
Sub Total			73,952	54,608	72,111	160,783	110,709	-	-	-	-	-	-	472,162	3,975,215	12%

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

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

Period Ending: May, 2018

Month of Fiscal Year		1	2	3	4	5	6	7	8	9	10	11	12	Actual	Revised	% of
Div	Fund	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	Budget	Budget
Other Miscellaneous																
various BUILDING FUND	34	49,535	49,518	49,524	49,677	49,602								247,856	594,288	42%
various BAND	36	787	782	783	808	1,342								4,503	93,077	5%
various RISK MANAGEMENT	64	258,786	393,585	258,619	259,533	259,054								1,429,576	3,241,284	44%
various EMPLOYEE BENEFIT	65	667,812	674,969	695,610	669,707	980,417								3,688,515	9,073,156	41%
various FIBER OPTICS	77	49	221,949	904	23,245	963								247,111	230,000	107%
Sub Total		976,970	1,340,803	1,005,439	1,002,970	1,291,379	-	-	-	-	-	-	-	5,617,560	13,231,805	42%
Water Utility & Capital																
various WATER	80	2,310,310	2,484,684	2,331,672	2,310,400	2,552,334								11,989,399	30,111,992	40%
various WATER CAPITAL	81	2,691	384	1,001,233	15,041	7,721								1,027,069	3,756,000	27%
various WATER BOND FUND	89	6,372	192	308	1,423	1,357								9,652	19,023,500	0%
Sub Total		2,319,373	2,485,259	3,333,213	2,326,863	2,561,411	-	-	-	-	-	-	-	13,026,120	52,891,492	25%
Fudiciary Trust & Agency																
various FIRE PENSION	90	342,399	362,417	281,950	280,688	500,519								1,767,974	9,961,294	18%
various POLICE PENSION	91	669,225	389,874	932,995	324,363	298,744								2,615,201	12,239,078	21%
Sub Total		1,011,625	752,290	1,214,945	605,051	799,264	-	-	-	-	-	-	-	4,383,175	22,200,372	20%
Grand Total Revenues		11,372,805	14,023,404	15,428,884	10,193,217	11,857,821	-	-	-	-	-	-	-	62,876,131	203,717,151	31%

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

home

Net Assessed Value \$: 833,357,715 certified
City Tax Rate: 1.66519% certified

Assessed Value Year 2017
Pay Year 2018
Pending

note	Tax Levy Item	Fund	Net Assessed	input	input	input	Billed
			Value	Tax	Tax Levy	Extension	
			certified	Rate	\$ Amount	\$ Amount	\$ Amount
			certified	certified	ordinance	certified	certified
	General Obligation Bond Debt	50	833,357,715	0.12868%	1,072,332.28	1,072,364.76	1,072,364.76
	General Purpose	10	833,357,715	0.10290%	857,468.00	857,525.13	857,525.13
	Fire Pension	10	833,357,715	0.58799%	4,900,000.00	4,900,060.25	4,900,060.25
	Police Pension	10	833,357,715	0.48983%	4,082,000.00	4,082,036.28	4,082,036.28
	City Library	35	833,357,715	0.34799%	2,900,000.00	2,900,001.65	2,900,001.65
	Municipal Band	36	833,357,715	0.00780%	65,000.00	65,001.90	65,001.90
	Mass Transit						
	Bonds Public Building						
1	Total City		833,357,715	1.66519%	13,876,800.28	13,876,989.97	13,876,989.97
			ok	ok	ok	ok	ok
						1.66519	
	TIF District (tax code district)		AV Increment	input	input	input	Billed
			Value	Tax	AV Increment	Extension	
			certified	Rate	\$ Amount	\$ Amount	\$ Amount
			certified	certified		certified	certified
	ZTF3 Pines TIF (4062)	28	689,974	10.47455%	72,271.67	72,271.73	72,271.73
	ZTF4 SE Plaza TIF (9542)	20	3,332,550	9.57320%	319,031.68	319,031.71	319,031.71
	ZTF5 Olde Towne TIF (4555)	19	9,971,266	10.47455%	1,044,445.24	1,044,448.71	1,044,448.71
	ZTF6 Near North TIF (4455)	21	5,334,892	10.47455%	558,805.93	558,807.54	558,807.54
	ZTF8 Eastgate TIF (9543)	23	963,211	9.87921%	95,157.64	95,157.67	95,157.67
	ZTF0 Grand & Oakland (4062)	29	1,220,524	10.47455%	127,844.40	127,844.53	127,844.53
	ZTFA SS Redevelopment (xxxx)	24	193,524	10.28152%	19,897.21	19,897.22	19,897.22
2	Redevelopment TIF		21,705,941		2,237,453.76	2,237,459.11	2,237,459.11
			ok			ok	ok
	Total Property Tax Levy				16,114,254.04	16,114,449.08	16,114,449.08

Note(s)

- 1 Data per City of Decatur 2017 Tax Levy - certification and extension dated April 19, 2018 certified May 8, 2018 received by City May 09, 2018
- 2 Data per Macon County - AV increment, Tax Rates, certification and extention dated May 08, 2018 received by City May 09, 2018

Prepared By:
Office of the City Treasurer

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

**Assessed Value Year
Pay Year
2017
2018
Pending**

Tax Levy Item	Fund	Billed \$ Amount	99.0% Collection Rate	Expected Collection \$ Amount	input			Total Distribution	Expected Account Receivable \$ Amount	Actual Collection Rate
					Distribution 1 6/xx/2018	Distribution 2 9/xx/2018	Distribution 3 12/xx/2018			
General Obligation Bond Debt	50	1,072,364.76	99.0%	1,061,641.00				-	1,061,641.00	0.0%
General Purpose	10	857,525.13	99.0%	848,950.00				-	848,950.00	0.0%
Fire Pension	10	4,900,060.25	99.0%	4,851,060.00				-	4,851,060.00	0.0%
Police Pension	10	4,082,036.28	99.0%	4,041,216.00				-	4,041,216.00	0.0%
City Library	35	2,900,001.65	99.0%	2,871,002.00				-	2,871,002.00	0.0%
Municipal Band	36	65,001.90	99.0%	64,352.00				-	64,352.00	0.0%
Mass Transit		-						-	-	
Public Building Bonds		-						-	-	
Total City		13,876,989.97		13,738,221.00	-	-	-	-	13,738,221.00	0.0%
City Collection Rate:								0.0%		
ZTF3 Pines TIF (4062)	28	72,271.73	100.0%	72,272.00				-	72,272.00	0.0%
ZTF4 SE Plaza TIF (9542)	20	319,031.71	100.0%	319,032.00				-	319,032.00	0.0%
ZTF5 Olde Towne TIF (4555)	19	1,044,448.71	98.0%	1,023,560.00				-	1,023,560.00	0.0%
ZTF6 Near North TIF (4455)	21	558,807.54	100.0%	558,808.00				-	558,808.00	0.0%
ZTF8 Eastgate TIF (9543)	23	95,157.67	100.0%	95,158.00				-	95,158.00	0.0%
ZTF0 Grand & Oakland (xxxx)	29	127,844.53	100.0%	127,845.00				-	127,845.00	0.0%
ZTFA SS Redevelopment (xxxx)	24	19,897.22	100.0%	19,897.00				-	19,897.00	0.0%
Redevelopment TIF		2,237,459.11		2,216,572.00	-	-	-	-	2,216,572.00	0.0%
City Collection Rate:								0.0%		
Total Property Tax Levy		16,114,449.08		15,954,793.00	-	-	-	-	15,954,793.00	0.0%
City Collection Rate:					ok	ok		0.0%		

Note(s)

- 1 Payment received 06/xx/2018 from Macon County Treasurer with check distribution / checks xxxxx, dated June xx, 2018
- 2 Payment received 09/xx/2018 from Macon County Treasurer with check distribution / checks xxxxx, dated September xx, 2018
- 3 Payment received 12/xx/2018 from Macon County Treasurer with check distribution / checks xxxxx, dated December xx, 2018

Footnote (Not a part of City Tax Levy)

Decatur Road & Bridge Tax Distribution	10-0831-301102
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	input Distribution 1 6/xx/2018	input Distribution 2 9/xx/2018	input Distribution 3 12/xx/2018	Total Distribution
Total County Distribution to Civil City	-	-	-	-
	ok	ok	ok	

Footnote (Not a part of City Tax Levy)

Decatur Mobile Home Privilege Tax Distribution	10-0231-301106	-	-	-	-	test s/b "0"
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Distribution to City including TIF & Mobile Home		-	-	-	-	-
		ok	ok	ok		
General Obligation Bond Debt	50-43500-301103	ZTF3 Pines TIF (4062)	28-43281-301103			
General Purpose	10-0231-301103	ZTF4 SE Plaza TIF (9542)	20-43200-301103			
Fire Pension	10-0231-301103	ZTF5 Olde Towne TIF (4555)	19-45190-301103			
Police Pension	10-0231-301103	ZTF6 Near North TIF (4455)	21-43210-301103			
City Library	35-59350-301103	ZTF8 Eastgate TIF (9543)	23-43230-301103			
Municipal Band	36-43360-301103	ZTF0 Grand & Oakland (xxxx)	29-43291-301103			
		ZTFA SS Redevelopment (xxxx)	24-43241-301103			

Prepared By:
Office of the City Treasurer

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

Period Ending: May, 2018

Grant ID	Div	Grant Name	State	Federal	In Budget	Status	Grant Amount
1	050 Planning & Sustainability	702202 ITEP DECATUR CORRIDOR MONUMENT		X	Y	ACTIVE	1,000,000
30	050 Planning & Sustainability	SPR-PL-3000(73) 3-C TRANSPORTATION PLANNING ACTIVITIES (DUATS PL)		X	Y	ACTIVE	286,396
31	050 Planning & Sustainability	IL-80-0017 TECHNICAL STUDIES GRANT (DUATS FTA)		X	Y	ACTIVE	47,767
35	050 Planning & Sustainability	18T0015 3-C TRANSPORTATION PLANNING ACTIVITIES (DUATS PL)	X	X	Y	ACTIVE	268,705
36	050 Planning & Sustainability	18T0015 TECHNICAL STUDIES GRANT (DUATS FTA)	X	X	Y	ACTIVE	67,176
14062	050 Planning & Sustainability	Pending SUPPLY CHAIN NETWORK PLANNING & OPTIMIZATION STRATEGY		X		PENDING	230,020
42	053 Neighborhood Services	APP-51418 ABANDONED RESIDENTIAL PROPERTY MUNICIPALITY RELEIF PROGRAM	X		N	PENDING	125,000
C2015	054 Neighborhood Outreach	B-15-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)		X	Y	ACTIVE	1,241,326
C2016	054 Neighborhood Outreach	B-16-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)		X	Y	ACTIVE	1,268,061
C2017	054 Neighborhood Outreach	B-17-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)		X	Y	ACTIVE	1,262,045
H2015	054 Neighborhood Outreach	M-15-MC-17-0203 HOME INVESTMENT PARTNERSHIP		X	Y	ACTIVE	269,693
H2016	054 Neighborhood Outreach	M-16-MC-17-0203 HOME INVESTMENT PARTNERSHIP		X	Y	ACTIVE	327,118
H2017	054 Neighborhood Outreach	M-17-MC-17-0203 HOME INVESTMENT PARTNERSHIP		X	Y	ACTIVE	330,899
21	065 Police	1121-0235 - 2015 BULLETPROOF VEST PARTNERSHIP (BVP)		X	Y	ACTIVE	11,419
32	065 Police	Pending - 2015 BULLETPROOF VEST PARTNERSHIP (BVP)		X	Y	ACTIVE	26,954
J2016	065 Police	2016-DJ-BX-0285 JUSTICE ASSISTANCE GRANT		X	N	ACTIVE	30,236
28	065 Police	AP-17-0175 STEP		X	Y	ACTIVE	72,618
34	065 Police	AP-18-0120 STEP		X	Y	ACTIVE	70,566
39	070 Fire	EMW-2017-FP-00223 COMMUNITY RISK REDUCTION PROJECT GRANT		X	N	PENDING	30,475
40	070 Fire	EMW-2017-FO-03697 OPERATINGS AND SAFETY		X	N	PENDING	200,000
41	070 Fire	18-PENDING# SMALL EQUIP GRANT PROGRAM	X		N	PENDING	25,500
09331	082 Public Works	P-97-072-10 ILLINIOS JOBS NOW; BRUSH COLLEGE SUBWAY IMPROVEMENTS	X		Y	ACTIVE	1,465,557
09333	082 Public Works	TIGER GRANT; BRUSH COLLEGE RD FAIRIES PKWY GRADE SEP		X	N	PENDING	20,000
09334	082 Public Works	R-97-007-17 ILLINOIS JOBS NOW; BRUSH COLLEGE RD EXPENSION R-O-W	X		Y	ACTIVE	2,006,014
1222	082 Public Works	NELSON PARK BIORETENTION PROJECT	X		N	PENDING	575,000
12221	082 Public Works	IEPA L17-5315 WATER POLLUTION CONTROL-NELSON PARK SEWER		X	Y	ACTIVE	4,844,000
1325	082 Public Works	95784 MOUND ROAD BRIDGE		X	N	ACTIVE	818,214
1406	082 Public Works	15-203002 IL DCEO (MIDWEST INLAND PORT TRANSPORTATION STUDY)	X		N	ON HOLD	250,000
14061	082 Public Works	SPR-PL3000(52) MIDWEST INLAND PORT (MIP) TRANSPORTATION STUDY		X	N	ON HOLD	180,000
1507	082 Public Works	IEPA L17-5329 WATER POLLUTION CONTROL-7TH WARD SEWER		X	Y	ACTIVE	9,203,831
L2016	350 Library	FY2016 IL PUBLIC LIBRARY PER CAPITA GRANT	X		Y	ACTIVE	58,679
38	350 Library	18-3007-PNG PROJECT NEXT GENERATION		X	Y	ACTIVE	12,200
F13	700 Mass Transit	IL-90-X710 FY13 CAPITAL PROJECT		X	Y	ACTIVE	80,320
F17-1	700 Mass Transit	IL-2017-029-01 FY17 OPERATING ASSISTANCE		X	Y	ACTIVE	1,612,548
F17-2	700 Mass Transit	IL-2017-029-02 FY17 REPLACEMENT OF CARPETING & BUS STOP IMPROVEMENTS		X	Y	ACTIVE	153,802
S17	700 Mass Transit	OP-17-08-IL #4724 FY-2017 DOWNSTATE OPERATING ASSISTANCE GRANT	X		Y	ACTIVE	4,783,235
S18	700 Mass Transit	OP-18-08-IL #4876 FY-2018 DOWNSTATE OPERATING ASSISTANCE GRANT	X		Y	ACTIVE	10,051,800
S19	700 Mass Transit	OP-19-08-IL #Pending FY-2019 DOWNSTATE OPERATING ASSISTANCE GRANT	X		Y	PENDING	11,057,000

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

Period Ending: May, 2018

Grant ID	Div	Grant Name	State	Federal	In Budget	Status	Grant Amount
SC14	700 Mass Transit	CAP-14-1034-ILL #4464 CAPITAL GRANT	X		Y	ACTIVE	3,190,000

Bold print indicates information updated from previous month's report

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

May, 2018

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	3,611	2,410	3,200	2,414	3,572								15,207	59,964	59,964	25%
015	EXECUTIVE	10	55,500	51,849	52,743	53,684	77,189								290,966	725,522	725,522	40%
016	HUMAN RESOURCES	10	37,668	46,209	56,180	43,515	63,666								247,238	629,533	629,533	39%
017	INFORMATION TECHNOLOGIES	10	177,727	121,354	136,023	263,603	170,777								869,484	1,914,833	1,914,833	45%
018	CITY CLERK	10	2,918	2,393	1,698	2,364	1,682								11,054	28,514	28,514	39%
020	LEGAL	10	96,775	85,767	90,223	78,509	107,293								458,568	879,594	949,234	48%
035	FINANCE	10	87,132	92,208	96,741	133,032	152,928								562,041	1,380,147	1,380,147	41%
037	PURCHASING	10	16,389	16,915	16,463	16,780	24,718								91,265	223,082	223,082	41%
038	CIVIC CENTER	10	18,204	20,678	15,442	18,937	16,309								89,570	230,238	230,238	39%
039	CITY GENERAL ADMINISTRATIVE	10	23,097	95,003	164,436	82,750	5,000								370,286	3,053,285	3,239,285	11%
Sub Total			519,022	534,786	633,149	695,588	623,133	-	-	-	-	-	-	-	3,005,679	9,124,712	9,380,352	32%
Development Services																		
050	PLANNING & SUSTAINABILITY	10	43,665	32,280	31,413	32,796	47,032								187,186	634,335	634,335	30%
052	BUILDING INSPECTIONS	10	43,496	41,807	44,445	43,114	62,580								235,442	667,200	597,560	39%
053	NEIGHBORHOOD INSPECTIONS	10	45,004	42,479	42,758	46,765	81,396								258,403	750,694	750,694	34%
054	NEIGHBORHOOD OUTREACH	10	25,158	24,774	24,775	24,775	37,083								136,566	332,719	332,719	41%
Sub Total			157,323	141,341	143,391	147,450	228,092	-	-	-	-	-	-	-	817,597	2,384,948	2,315,308	35%
Public Safety																		
060	EMERGENCY COMMUNICATIONS	10	39,010	-	-	-	-								39,010	226,000	40,000	98%
065	POLICE	10	1,902,663	1,586,022	1,453,265	1,855,333	2,154,349								8,951,633	26,646,611	26,646,611	34%
070	FIRE	10	1,193,479	1,046,153	1,192,532	1,142,806	1,560,942								6,135,912	19,777,504	19,777,504	31%
Sub Total			3,135,152	2,632,175	2,645,797	2,998,139	3,715,290	-	-	-	-	-	-	-	15,126,554	46,650,115	46,464,115	33%
Public Works																		
080	PUBLIC WORKS ADMIN	10	152,230	25,796	50,018	29,268	37,071								294,383	454,973	454,973	65%
082	ENGINEERING	10	75,725	75,688	84,767	67,269	107,283								410,732	1,258,764	1,258,764	33%
083	MUNICIPAL SERVICES	10	373,360	350,223	346,841	328,161	463,525								1,862,111	4,673,548	4,673,548	40%
084	STREETS	10	67,056	70,855	111,086	74,129	75,419								398,545	896,717	896,717	44%
086	TRAFFIC & PARKING	10	179,095	162,990	59,644	320,348	156,462								878,539	2,020,086	2,020,086	43%
088	URBAN FORESTRY	10	23,836	26,167	28,504	23,629	24,550								126,687	531,137	531,137	24%
Sub Total			871,302	711,720	680,860	842,805	864,310	-	-	-	-	-	-	-	3,970,996	9,835,225	9,835,225	40%
General Fund Expenditure Total			4,682,799	4,020,022	4,103,197	4,683,983	5,430,824	-	-	-	-	-	-	-	22,920,826	67,995,000	67,995,000	34%

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

May, 2018

		Month of Fiscal Year	1	2	3	4	5	6	7	8	9	10	11	12	Actual	Original	Revised	YTD
Div		Fund	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	Budget	Budget	% of Budget
Development Services																		
120	PLANNING	12	1,196	18,234	642	150,792	15,308								186,171	553,500	553,500	34%
170	HOME PROGRAM	17	7,939	6,049	2,880	4,649	4,968								26,485	296,739	296,739	9%
171	PROGRAM DELIVERY COSTS	17	5,960	58	193	-	-								6,211	544,160	544,160	1%
181	PROJECTS	18	24,395	16,981	16,981	22,467	12,952								93,776	908,377	908,377	10%
183	REHAB PROJECTS	18	3,443	24,252	30,997	9,019	3,645								71,355	549,108	549,108	13%
184	ADMINISTRATION	18	23,345	14,179	17,453	14,798	9,469								79,244	439,434	439,434	18%
220	DUATS	22	-	52,745	-	397	-								53,141	260,000	260,000	20%
400	PEG PROJECTS	40	2,706	222,747	2,674	2,207	3,205								233,538	305,154	305,154	77%
701	MT-OPERATIONS	70	67,060	74,244	70,368	106,834	96,286								414,791	1,170,354	1,170,354	35%
702	MT-MAINTENANCE	70	148,558	126,374	132,822	111,868	122,920								642,541	1,483,059	1,483,059	43%
703	MT-TRANSPORTATION	70	283,302	429,027	347,958	363,721	423,723								1,847,731	4,863,603	4,863,603	38%
704	MT-INSURANCE	70	10,705	46,389	2,310	40,400	14,081								113,884	374,656	374,656	30%
705	MT-CAPITAL	70	59,116	3,111	-	-	-								62,227	345,308	345,308	18%
820	DCDF	82	269	2,269	1,041	66	3,910								7,555	135,600	135,600	6%
830	NEIGHBORHOOD IMPROVEMENTS	83	-	337	75	-	469								881	20,378	20,378	4%
840	COMMUNITY REVITALIZATION	84	31,135	-	-	-	-								31,135	300,000	1,300,000	2%
880	RECYCLING	88	52,458	48,867	55,925	48,900	56,890								263,039	661,495	661,495	40%
Sub Total			721,585	1,085,863	682,318	876,116	767,826	-	-	-	-	-	-	-	4,133,708	13,210,925	14,210,925	29%
Redevelopment & TIF																		
190	OLDE TOWNE TIF	19	-	-	-	-	-								-	1,143,590	1,143,590	0%
200	SE PLAZA TIF	20	476,921	-	-	-	-								476,921	550,000	550,000	87%
210	WABASH CROSSING TIF	21	-	-	-	-	-								-	266,760	268,260	0%
230	EASTGATE TIF	23	-	-	68,588	-	-								68,588	320,000	320,000	21%
241	SOUTHSIDE TIF	24	10,639	-	-	-	-								10,639	8,100	10,650	100%
281	PINES SHOPPING CENTER TIF	28	-	-	103,762	-	-								103,762	105,000	105,000	99%
291	GRAND & OAKLAND TIF	29	-	-	182,445	-	-								182,445	190,000	190,000	96%
Sub Total			487,560	-	354,795	-	-	-	-	-	-	-	-	-	842,354	2,583,450	2,587,500	33%
Public Safety																		
250	DRUG ENFORCEMENT	25	12,019	12,005	23,338	19,508	33,309								100,178	414,776	414,776	24%
260	DUI COURT FINES	26	5,914	1,690	10,473	3,410	3,391								24,878	132,500	132,500	19%
270	POLICE PROGRAMS/LAB	27	-	3,339	375	7,729	2,798								14,242	34,700	34,700	41%
320	FIRE EMERGENCY GRANT	32	-	-	-	-	-								-	100,000	100,000	0%
330	POLICE CAPITAL	33	63,462	3,025	2,947	16,961	62,000								148,394	303,151	303,151	49%
490	FIRE CAPITAL	49	5,410	77,541	-	5,410	68,762								157,123	366,047	366,047	43%
491	FIRE CAPITAL PROJECTS	49	-	216,526	33,213	12,313	8,897								270,949	1,330,000	1,330,000	20%
Sub Total			86,804	314,127	70,346	65,330	179,157	-	-	-	-	-	-	-	715,764	2,681,174	2,681,174	27%
Debt Service																		
512	DS-2002 BOND-WABASH CROSSNG	50	29,987	-	-	-	-								29,987	59,974	59,974	50%
516	DS-2010A BOND	50	-	-	-	-	-								-	179,601	179,601	0%
518	DS-2010C BOND	50	-	-	-	-	-								-	138,550	138,550	0%
521	DS-2012 GO BOND	50	-	692,026	-	-	-								692,026	747,366	747,366	93%
Sub Total			29,987	692,026	-	-	-	-	-	-	-	-	-	-	722,013	1,125,491	1,125,491	64%

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

May, 2018

Month of Fiscal Year		1	2	3	4	5	6	7	8	9	10	11	12	Actual	Original	Revised	YTD
Div	Fund	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	Budget	Budget	% of Budget
Public Works & Capital																	
420 LOCAL MFT INITIATIVE PROJECTS	42	54,503	-	11,565	16,792	4,900								87,760	3,010,000	3,010,000	3%
421 LOCAL STREET CAP PROJECTS	42	918	574,819	3,873	-	-								579,609	1,206,429	1,206,429	48%
451 CAPITAL STREET PROJECTS	45	-	-	-	-	-								-	28,450	28,450	0%
460 MFT PROJECTS	46	55,145	98,817	59,733	96,347	65,615								375,658	2,999,100	2,999,100	13%
470 MAJOR MOVES	47	5,000	21,275	-	10,000	5,000								41,275	2,610,000	2,610,000	2%
601 FLEET OPERATIONS	60	111,746	140,891	106,279	117,871	161,746								638,533	1,563,864	1,563,864	41%
602 FLEET INVENTORY	60	27,412	118,236	92,911	63,011	104,358								405,929	886,000	886,000	46%
610 EQUIPMENT REPLACEMENT	61	350	36,224	-	9,686	9,821								56,082	214,400	214,400	26%
780 STORM WATER PROJECTS	78	264,623	62,335	231,028	56,411	75,005								689,402	4,596,691	4,596,691	15%
782 STORM DEBT SERVICE-2017 IEPA	78	-	-	-	-	-								-	120,000	120,000	0%
790 SEWER PROJECTS	79	633,218	1,239,361	1,529,835	593,266	213,231								4,208,912	13,149,674	13,149,674	32%
792 SEWER DEBT SERVICE-2013 IEPA	79	-	-	-	229,848	-								229,848	459,696	459,696	50%
793 SEWER DEBT SERVICE-2014 IEPA	79	66,351	-	-	-	-								66,351	132,702	132,702	50%
794 SEWER DEBT SERVICE-2015 IEPA	79	-	-	-	-	-								-	550,000	550,000	0%
Sub Total		1,219,266	2,291,958	2,035,224	1,193,232	639,677	-	-	-	-	-	-	-	7,379,357	31,527,006	31,527,006	23%
Library																	
351 LIBRARY OPERATIONS	35	253,076	273,840	275,631	298,273	371,771								1,472,591	3,573,350	3,573,350	41%
582 LIBRARY CAPITAL PROJECTS	58	-	-	-	-	-								-	375,000	375,000	0%
591 DPL-CANTONI TRUST	59	-	-	30	-	255								285	45,000	45,000	1%
592 DPL-MEYER TRUST	59	1,884	1,924	1,861	1,861	5,097								12,626	46,528	46,528	27%
594 DPL-DONATIONS	59	-	515	775	606	263								2,159	30,000	30,000	7%
Sub Total		254,961	276,279	278,297	300,739	377,386	-	-	-	-	-	-	-	1,487,661	4,069,878	4,069,878	37%
Other Miscellaneous																	
340 BUILDING FUND	34	25,305	34,046	37,138	32,810	43,639								172,939	478,912	478,912	36%
360 BAND	36	1,830	1,039	126	126	11,494								14,616	93,077	93,077	16%
641 RISK MANAGEMENT	64	19,367	17,908	21,805	19,763	25,396								104,240	268,740	268,740	39%
642 WORKER'S COMPENSATION	64	120,449	233,854	281,199	158,957	203,696								998,155	1,986,500	1,986,500	50%
643 LIABILITY PROPERTY & CASUALTY	64	8,559	-	125,386	21,318	53,006								208,269	687,500	687,500	30%
651 MEDICAL INSURANCE	65	910,440	1,007,611	684,953	1,129,018	781,860								4,513,882	10,502,278	10,502,278	43%
653 UNEMPLOYMENT INSURANCE	65	-	8,534	-	-	12,745								21,278	30,000	30,000	71%
770 FIBER OPTICS	77	-	413,516	3,000	3,000	3,000								422,516	232,100	232,100	182%
Sub Total		1,085,951	1,716,507	1,153,608	1,364,993	1,134,835	-	-	-	-	-	-	-	6,455,894	14,279,107	14,279,107	45%
Water Utility & Capital																	
801 WATER PRODUCTION	80	470,121	381,239	408,597	344,202	442,570								2,046,729	5,167,997	5,167,997	40%
802 WATER LAKE SERVICES	80	59,994	93,192	59,597	63,869	95,092								371,743	1,093,944	1,093,944	34%
803 WATER ADMINISTRATION	80	284,634	291,401	294,119	291,097	302,387								1,463,637	6,375,914	6,375,914	23%
804 WATER SERVICES	80	246,657	330,754	253,759	261,212	345,914								1,438,297	3,377,028	3,377,028	43%
805 UTILITY CUSTOMER SERVICE	80	79,032	59,731	87,781	89,951	90,407								406,902	1,138,668	1,138,668	36%
808 WATER DEBT SERV-SWTP	80	-	5,497,759	350	-	475								5,498,584	10,726,893	10,726,893	51%
809 WATER DEBT-NITRATE FACILITY	80	-	-	-	-	242,179								242,179	484,358	484,358	50%
808 WATER DEBT-MAIN&FRANK TANK	80	180,840	-	-	-	-								180,840	361,681	361,681	50%
80C WATER DEBT-ENERGY PROJECT	80	-	313,660	-	-	313,660								627,320	1,263,528	1,263,528	50%
811 WATER NON LAKE CAPITAL	81	-	8,029	176,216	20,000	19,745								223,991	5,000,000	5,000,000	4%
812 WATER LAKE CAPITAL	81	-	380	-	1,352	116,536								118,268	762,000	762,000	16%
890 WATER BONDS	89	-	7,588	14,262	6,974	522,786								551,610	20,295,000	20,295,000	3%
Sub Total		1,321,279	6,983,734	1,294,681	1,078,656	2,491,751	-	-	-	-	-	-	-	13,170,100	56,047,011	56,047,011	23%
Fudiciary Trust & Agency																	
900 FIRE PENSION	90	643,730	653,729	629,587	626,289	682,523								3,235,858	8,413,192	8,413,192	38%
910 POLICE PENSION	91	702,048	706,636	661,710	648,794	737,068								3,456,257	8,352,740	8,352,740	41%
Sub Total		1,345,778	1,360,365	1,291,297	1,275,084	1,419,591	-	-	-	-	-	-	-	6,692,115	16,765,932	16,765,932	40%
Grand Total Expenditures		11,235,969	18,740,882	11,263,763	10,838,134	12,441,046	-	-	-	-	-	-	-	64,519,792	210,284,974	211,289,024	31%

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 Actual	O(U) Prior Year
Revenue					
Water Sales	2,369,943	2,234,715	135,228	2,202,704	167,239
Tapping Fees	1,014	983	31	1,037	(23)
UCB Billing Reimb	38,987	36,655	2,332	-	38,987
Interest Income	2,059	1,983	76	2,100	(41)
Other Income	140,331	175,150	(34,819)	148,666	(8,335)
Total Revenue	2,552,334	2,449,486	102,848	2,354,507	197,827
Cost of Service					
Water Production	442,570	411,807	30,763	333,149	109,421
Water Services	345,914	324,323	21,591	243,319	102,595
Total Cost of Service	788,484	736,130	52,354	576,468	212,016
% of Revenue	30.9%	30.1%		24.5%	
Water Gross Margin	1,763,850	1,713,356	50,494	1,778,039	(14,189)
% of Revenue	69.1%	69.9%		75.5%	
Operating Expense					
Lake Management	95,092	102,320	(7,228)	83,948	11,144
Water Administration	302,387	304,894	(2,507)	319,264	(16,877)
Customer Service	90,407	117,898	(27,491)	-	90,407
Total Operating Expense	487,886	525,112	(37,226)	403,212	84,674
% of Revenue	19.1%	21.4%		17.1%	
Margin Before Debt Service	1,275,964	1,188,244	87,720	1,374,827	(98,863)
% of Revenue	50.0%	48.5%		58.4%	
Debt Service					
GO Bond Debt	475	-	475	375	100
IEPA - Nitrate Facility	242,179	242,179	-	242,179	-
IEPA - Water Tower	-	-	-	-	-
JCI - Auto Water Meter	313,660	313,660	-	271,324	42,336
Total Debt Service	556,314	555,839	475	513,878	42,436
% of Revenue	21.8%	22.7%		21.8%	
Operating Income	719,650	632,405	87,245	860,949	(141,299)
% of Revenue	28.2%	25.8%		36.6%	
Transfer to Capital					
CapEx Funding	-	-	-	-	-
Income after Capital Transfer	719,650	632,405	87,245	860,949	(141,299)
% of Revenue	28.2%	25.8%		36.6%	

Balance Sheet Items (Operating Fund)

Cash	4,128,780		7,142,785	
Interfund AR	-		-	
Investments	-		-	
Total Cash & Investments	4,128,780		7,142,785	
Accounts Receivable	2,506,792		2,594,084	

Prepared By:

Office of the City Treasurer

Month of: **May, 2018**

Current YTD Actual	Current YTD Budget	O(U) Budget	Prior YTD Actual	O(U) Prior Year
11,633,247	11,326,161	307,086	11,128,261	504,986
3,267	3,323	(56)	3,503	(236)
169,463	184,846	(15,383)	-	169,463
6,671	4,111	2,560	4,353	2,318
176,752	234,431	(57,679)	206,138	(29,386)
11,989,400	11,752,872	236,528	11,342,255	647,145
2,046,729	1,858,878	187,851	1,682,109	364,620
1,438,296	1,485,817	(47,521)	1,362,456	75,840
3,485,025	3,344,695	140,330	3,044,565	440,460
29.1%	28.5%		26.8%	
8,504,375	8,408,177	96,198	8,297,690	206,685
70.9%	71.5%		73.2%	
371,744	353,866	17,878	321,964	49,780
1,463,638	1,477,055	(13,417)	1,618,363	(154,725)
406,902	484,262	(77,360)	-	406,902
2,242,284	2,315,183	(72,899)	1,940,327	301,957
18.7%	19.7%		17.1%	
6,262,091	6,092,994	169,097	6,357,363	(95,272)
52.2%	51.8%		56.1%	
5,498,584	5,497,759	825	4,745,927	752,657
242,179	242,179	-	242,179	-
180,840	180,840	-	180,840	-
627,320	627,320	-	542,648	84,672
6,548,923	6,548,098	825	5,711,594	837,329
54.6%	55.7%		50.4%	
(286,832)	(455,104)	168,272	645,769	(932,601)
-2.4%	-3.9%		5.7%	
-	-	-	-	-
(286,832)	(455,104)	168,272	645,769	(932,601)
-2.4%	-3.9%		5.7%	

City of Decatur
Water Utility Financial Report
Capital Fund Statement of Revenue and Expense

Month of: **May, 2018**

	Current Month Actual	Current YTD Actual	Current YTD Budget	O(U) Budget	Full Year Budget	Comments
Revenue						
CapEx Funding	-	-	-	-	2,750,000	CapEx funding from Water Operating Fund
ADM Cost Share	-	1,000,000	1,000,000	-	1,000,000	Actual ADM cost share
IEPA Loan draw down	-	-	-	-	-	
Other	7,721	27,070	599	26,471	6,000	
Total Revenue	7,721	1,027,070	1,000,599	26,471	3,756,000	

CapEx Project Spending					
Operating CapEx	-	8,029	66,666	(58,637)	300,000
Professional Services	-	-	119,000	(119,000)	238,000
Capital Equipment	-	22,024	-	22,024	-
Water Distribution	-	-	8,500	(8,500)	34,000
Pump Stations	-	-	-	-	-
Water Main Replacement	-	129,559	604,289	(474,730)	2,600,000
Water System Improv	19,745	19,745	25,000	(5,255)	200,000
SWTP CapEx	-	44,633	488,400	(443,767)	1,628,000
Lake Operating	1,524	3,256	5,000	(1,744)	10,000
Other Equipment	-	-	-	-	-
Storm Water Improvement	115,012	115,012	30,000	85,012	30,000
EPA Non Source	-	-	-	-	25,000
Lakefront Development	-	-	-	-	412,000
Sediment Control	-	-	-	-	35,000
Additional Water Supply	-	-	-	-	250,000
xxxx	-	-	-	-	-
xxxx	-	-	-	-	-
xxxx	-	-	-	-	-
Total CapEx Spending	136,281	342,258	1,346,855	(1,004,597)	5,762,000

Surplus (Deficit)	(128,560)	684,812	(346,256)		(2,006,000)
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Capital Fund Cash Position			
Cash at January 1, 2016	3,768,276		
Current Cash Position	4,434,263	Cash Position Target at December 31, 2017	2,016,363
included in cash above	-		

Prepared By: Office of the City Treasurer

City of Decatur
Water Utility Financial Report
Key Metrics

[home](#)

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year	YTD Comparison
Current Year														
Water Bill Count														
Original Bills														
Residential	27,941	25,424	26,984	27,138	27,114								134,601	
Industrial	32	32	32	32	32								160	
Commercial	2,716	2,612	2,660	2,688	2,677								13,353	
Total	30,689	28,068	29,676	29,858	29,823	-	-	-	-	-	-	-	148,114	99.7%
Delinquent Bills														
Residential	8,158	6,790	6,883	7,087	8,086								37,004	
Industrial	-	-	5	-	-								5	
Commercial	408	323	311	395	342								1,779	
Total	8,566	7,113	7,199	7,482	8,428	-	-	-	-	-	-	-	38,788	104.8%
Total Bill Count	39,255	35,181	36,875	37,340	38,251	-	-	-	-	-	-	-	186,902	100.7%
Cubit Feet Consumption Billed														
Residential	12,914,047	11,669,667	10,940,431	11,500,732	12,061,263								59,086,140	98.8%
Industrial	39,887,143	47,219,407	40,507,426	39,442,037	46,234,329								213,290,342	109.0%
Commercial	10,232,427	10,900,160	9,181,729	9,530,981	10,153,152								49,998,449	96.7%
Total	63,033,617	69,789,234	60,629,586	60,473,750	68,448,744	-	-	-	-	-	-	-	322,374,931	104.9%
Water Shut Offs	358	305	282	312	269								1,526	94.6%
Customer Service Telephone Calls	5,319	4,449	4,279	4,625	4,808								23,480	102.8%
Water Billed \$														
Residential	\$ 729,899	\$ 658,679	\$ 633,563	\$ 661,728	\$ 691,108								\$ 3,374,977	101.3%
Industrial	\$ 1,004,938	\$ 1,169,702	\$ 999,443	\$ 976,210	\$ 1,120,867								\$ 5,271,160	108.1%
Commercial	\$ 495,729	\$ 505,596	\$ 450,932	\$ 465,234	\$ 484,339								\$ 2,401,830	100.2%
Total	\$ 2,230,566	\$ 2,333,977	\$ 2,083,938	\$ 2,103,172	\$ 2,296,314	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,047,967	104.2%
Penalty \$	\$ 12,890	\$ 12,243	\$ 37,226	\$ 11,485	\$ 12,753								\$ 86,597	120.0%
Total Billed	\$ 2,243,456	\$ 2,346,220	\$ 2,121,164	\$ 2,114,657	\$ 2,309,067	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,134,564	104.3%
Water Gallonage														
Gallons (000)	265,510	259,870	275,500	276,050	329,710								1,406,640	104.0%
\$ Billed	\$ 79,122	\$ 77,441	\$ 82,099	\$ 82,263	\$ 98,254								\$ 419,119	104.0%
Water Billed vs Cash Receipts														
Billed \$	\$ 2,322,578	\$ 2,423,661	\$ 2,203,263	\$ 2,196,920	\$ 2,407,321	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,553,743	104.3%
Cash Revenue \$	\$ 2,293,292	\$ 2,442,137	\$ 2,261,078	\$ 2,266,797	\$ 2,369,943								\$ 11,633,247	104.5%
% Cash to Billed	98.7%	100.8%	102.6%	103.2%	98.4%	-	-	-	-	-	-	-	100.7%	
Prior Year														
Water Bill Count														
Original Bills														
Residential	26,709	25,130	29,765	25,203	28,256	27,917	24,979	28,002	24,782	26,782	26,697	26,681	320,903	
Industrial	32	32	32	32	32	32	32	32	32	32	32	32	384	
Commercial	2,668	2,407	2,941	2,614	2,703	2,809	2,540	2,767	2,550	2,671	2,664	2,663	31,997	
Total	29,409	27,569	32,738	27,849	30,991	30,758	27,551	30,801	27,364	29,485	29,393	29,376	353,284	
Delinquent Bills														
Residential	6,947	6,707	7,439	6,531	7,638	7,966	7,282	8,165	7,086	7,552	7,618	7,097	88,028	
Industrial	-	-	1	-	-	-	-	-	-	-	-	-	1	
Commercial	407	329	297	326	399	405	413	329	407	380	348	386	4,426	
Total	7,354	7,036	7,737	6,857	8,037	8,371	7,695	8,494	7,493	7,932	7,966	7,483	92,455	
Total Bill Count	36,763	34,605	40,475	34,706	39,028	39,129	35,246	39,295	34,857	37,417	37,359	36,859	445,739	
Cubit Feet Consumption Billed														
Residential	13,050,909	10,815,794	12,890,444	10,689,906	12,340,042	14,696,235	14,823,829	13,762,701	12,923,660	13,318,511	11,938,316	11,535,811	152,786,158	
Industrial	38,534,545	41,420,527	37,063,682	41,987,775	36,733,643	43,112,797	44,145,907	44,435,712	49,965,804	41,787,178	46,650,342	41,369,453	507,207,365	
Commercial	10,842,778	9,806,916	10,693,282	10,030,455	10,335,211	12,849,387	14,758,723	13,962,640	13,670,362	13,060,331	11,717,531	9,994,193	141,721,809	
Total	62,428,232	62,043,237	60,647,408	62,708,136	59,408,896	70,658,419	73,728,459	72,161,053	76,559,826	68,166,020	70,306,189	62,899,457	801,715,332	
Water Shut Offs	350	271	403	243	346	350	292	432	298	381	263	309	3,938	
Customer Service Tphone Calls	4,892	4,091	4,785	4,225	4,855	5,357	4,746	5,512	4,718	4,986	4,460	4,540	57,167	
Water Billed \$														
Residential	\$ 710,757	\$ 607,055	\$ 718,723	\$ 601,462	\$ 692,482	\$ 810,883	\$ 800,659	\$ 765,212	\$ 715,020	\$ 739,716	\$ 679,545	\$ 661,618	\$ 8,503,132	
Industrial	\$ 973,205	\$ 1,035,246	\$ 940,693	\$ 1,021,783	\$ 905,211	\$ 1,070,191	\$ 1,091,871	\$ 1,104,458	\$ 1,197,443	\$ 1,044,767	\$ 1,152,166	\$ 1,013,015	\$ 12,550,049	
Commercial	\$ 493,704	\$ 446,155	\$ 504,522	\$ 465,631	\$ 487,685	\$ 584,236	\$ 629,198	\$ 607,835	\$ 588,513	\$ 576,276	\$ 537,998	\$ 481,642	\$ 6,403,395	
Total	\$ 2,177,666	\$ 2,088,456	\$ 2,163,938	\$ 2,088,876	\$ 2,085,378	\$ 2,465,310	\$ 2,521,728	\$ 2,477,505	\$ 2,500,976	\$ 2,360,759	\$ 2,369,709	\$ 2,156,275	\$ 27,456,576	
Penalty \$	\$ 12,316	\$ 11,830	\$ 24,030	\$ 10,881	\$ 13,118	\$ 12,569	\$ 14,758	\$ 15,636	\$ 12,477	\$ 13,345	\$ 14,488	\$ 12,288	\$ 167,737	
Total Billed	\$ 2,189,982	\$ 2,100,286	\$ 2,187,968	\$ 2,099,757	\$ 2,098,496	\$ 2,477,879	\$ 2,536,486	\$ 2,493,141	\$ 2,513,453	\$ 2,374,104	\$ 2,384,198	\$ 2,168,563	\$ 27,624,313	
Water Gallonage														
Gallons (000)	268,550	220,040	281,500	290,530	291,740	323,090	309,290	312,420	315,830	293,740	263,708	252,220	3,422,658	
\$ Billed	\$ 80,028	\$ 65,572	\$ 83,887	\$ 86,578	\$ 86,939	\$ 96,281	\$ 92,168	\$ 93,101	\$ 94,117	\$ 87,535	\$ 78,991	\$ 75,162	\$ 1,020,359	
Water Billed vs Cash Receipts														
Billed \$	\$ 2,270,010	\$ 2,165,858	\$ 2,271,855	\$ 2,186,335	\$ 2,185,435	\$ 2,574,160	\$ 2,628,654	\$ 2,586,242	\$ 2,607,570	\$ 2,461,639	\$ 2,463,189	\$ 2,243,725	\$ 28,644,672	
Cash Revenue \$	\$ 2,250,637	\$ 2,293,297	\$ 2,197,191	\$ 2,184,431	\$ 2,202,704	\$ 2,402,041	\$ 2,635,068	\$ 2,682,475	\$ 2,554,864	\$ 2,546,501	\$ 2,506,149	\$ 2,264,905	\$ 28,720,264	
% Cash to Billed	99.1%	105.9%	96.7%	99.9%	100.8%	93.3%	100.2%	103.7%	98.0%	103.4%	101.7%	100.9%	100.3%	

City of Decatur
Treasurer's Financial Report
Headcount Staffing Level

Period Ending: May, 2018

	2018 Budget	Current Year Staffing Levels												Prior Yr End
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Full Time Staffing														
Executive	5	5	5	5	5	5								5
Legislative	0	0	0	0	0	0								0
Finance	22	21	21	21	20	20								21
Human Resources	5	5	5	5	5	5								5
Information Technology	11	11	11	11	11	11								11
Corporation Counsel	8	8	8	8	8	8								8
Economic & Community Dev	21	18	18	18	18	18								19
Public Safety	281	273	271	275	275	272								287
Public Works	117	108	108	107	107	106								108
Total Full Time	470	449	447	450	449	445	0	0	0	0	0	0	0	464
Part Time Staffing														
Executive														0
Legislative	7	7	7	7	7	7								7
Finance														0
Human Resources														0
Information Technology														0
Management Services														0
Corporation Counsel														0
Planning & Building Services														0
Neighborhood Services														0
Public Safety		2	2	2	2	2								2
Public Works														0
PW Water Management		1	1			2								0
Total Temporary	7	10	10	9	9	11	0	0	0	0	0	0	0	9
Total City Staff Headcount	477	459	457	459	458	456	0	0	0	0	0	0	0	473

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: May, 2018

	2018 Budget	Current Year Staffing Levels												Prior Yr End
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Full Time Staff														
Executive	4	4	4	4	4	4								4
City Clerk	1	1	1	1	1	1								1
Total	5	5	5	5	5	5	0	0	0	0	0	0	0	5
Legislative	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Financial Management														
Finance	13	12	12	12	12	11								12
Purchasing	2	2	2	2	2	2								2
Risk Management														
Water Customer Service	7	7	7	7	6	7								7
Total	22	21	21	21	20	20	0	0	0	0	0	0	0	21
Human Resources	5	5	5	5	5	5								5
Information Technology	11	11	11	11	11	11								11
Corporation Legal Counsel	8	8	8	8	8	8								8
Economic & Community Devel														
Planning & Development	6	4	4	4	4	4								5
Building Inspections	6	5	5	5	5	5								5
Neighborhood Inspection	5	5	5	5	5	5								5
Neighborhood Services	3	3	3	3	3	3								3
Mass Transit	1	1	1	1	1	1								1
Total	21	18	18	18	18	18	0	0	0	0	0	0	0	19
Public Safety														
Fire	111	109	109	112	112	111								109
Police	170	164	162	163	163	161								155
Police Communications														23
Total	281	273	271	275	275	272	0	0	0	0	0	0	0	287
Public Works														
PW Administration	2	2	2	2	2	2								2
PW Engineering	12	9	9	8	8	9								9
PW Municipal Services	50	48	48	48	47	46								48
Fleet Maintenance	8	8	7	7	7	7								8
Water Production (Admin)	3	3	3	3	3	3								3
Water Production	15	13	13	13	13	13								13
Water Services	23	23	22	22	23	22								21
Water Production (Lake)	4	4	4	4	4	4								4
Total	117	110	108	107	107	106	0	0	0	0	0	0	0	108
Total City Staffing	470	451	447	450	449	445	0	0	0	0	0	0	0	464

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

City of Decatur
Treasurer's Financial Report
Headcount Staffing Level

Period Ending: May, 2018

2018 Budget	Current Year Staffing Levels												Prior Yr End
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Part Time / Temporary Staff													
Executive													
City Clerk													
Total	0	0	0	0	0	0	0	0	0	0	0	0	0
Legislative	7	7	7	7	7	7							7
Financial Management													
Finance													
Purchasing													
Risk Management													
Water Customer Service													
Total	0	0	0	0	0	0	0	0	0	0	0	0	0
Information Technology													0
Human Resources													
Management Services													
Mass Transit													
Total	0	0	0	0	0	0	0	0	0	0	0	0	0
Corporation Legal Counsel													0
Planning & Building Service													
Planning & Sustainability													
Building Inspections													
Total	0	0	0	0	0	0	0	0	0	0	0	0	0
Neighborhood Services													
Outreach													
Inspection													
Total	0	0	0	0	0	0	0	0	0	0	0	0	0
Public Safety													
Fire													
Police		2	2	2	2	2							2
Police Communications													
Total	0	2	2	2	2	2	0	0	0	0	0	0	2
Public Works													
Administration													
Engineering													
Municipal Services													
Water Administration													
Water Production		1	1			2							
Water Services													
Total	0	1	1	0	0	2	0	0	0	0	0	0	0
Total City Staffing	7	10	10	9	9	11	0	0	0	0	0	0	9

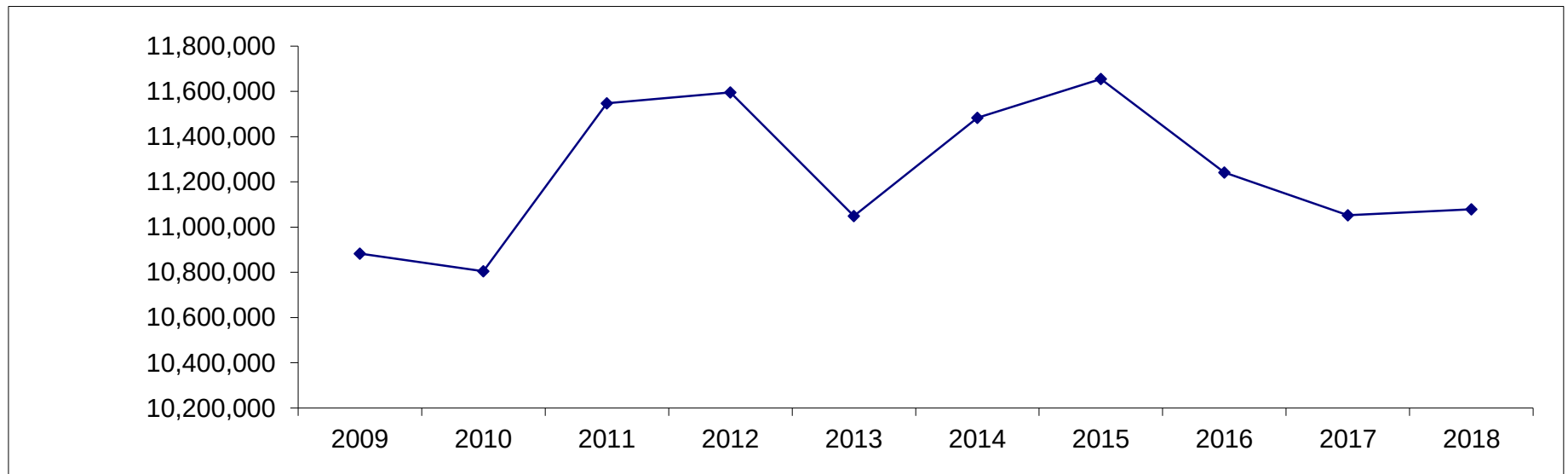
Note: Above report includes all Temporary W-2 EE's

Projected Revenues

STATE SALES TAX

MONTH	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual		
JANUARY	997,996	832,060	916,053	939,211	918,325	938,684	963,009	946,811	902,833	882,653	A
FEBRUARY	915,498	882,512	1,104,610	935,641	880,247	914,587	941,678	904,631	899,838	917,921	A
MARCH	1,065,522	1,042,881	1,140,844	1,158,700	1,076,758	1,106,071	1,120,789	1,119,498	1,107,270	1,088,364	A
APRIL	857,110	771,162	844,138	871,624	856,724	825,291	857,417	824,458	789,769	840,607	A
MAY	778,543	845,828	851,665	986,897	884,323	868,465	877,404	867,538	837,972	819,180	A
JUNE	905,163	902,403	941,869	1,021,804	954,864	974,156	978,888	940,736	957,693	960,024	B
JULY	930,576	878,430	966,695	918,786	922,915	935,127	944,686	887,325	906,452	908,658	B
AUGUST	913,335	932,682	942,384	991,930	796,714	1,028,409	992,900	943,818	935,012	937,287	B
SEPTEMBER	902,510	956,479	976,252	951,845	948,422	979,712	1,006,626	994,684	953,644	955,964	B
OCTOBER	875,180	911,376	942,225	911,934	925,873	981,740	991,641	933,239	891,372	893,541	B
NOVEMBER	880,784	958,698	955,438	1,001,513	964,174	961,614	1,003,087	962,595	934,414	936,688	B
DECEMBER	860,148	890,326	965,215	906,055	919,141	969,684	976,633	916,175	935,863	938,141	B

TOTALS	10,882,364	10,804,838	11,547,387	11,595,938	11,048,482	11,483,540	11,654,760	11,241,506	11,052,132	11,079,029
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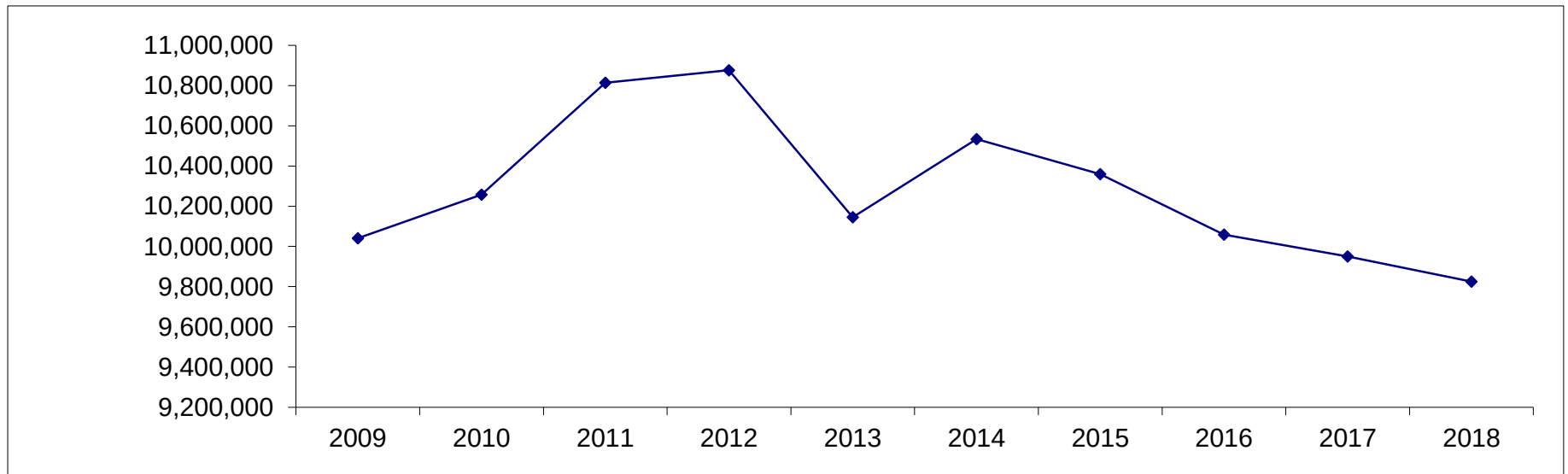


Funds split in General, Southeast TIF, Eastgate TIF, Pines TIF and Grand/Oakland TIF funds

Projected Revenues

LOCAL SALES TAX

MONTH	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual		
JANUARY	908,470	805,816	841,530	914,456	861,196	887,481	889,089	848,993	818,066	807,770	A
FEBRUARY	854,383	857,826	880,959	911,162	880,506	862,759	863,243	833,995	838,995	837,288	A
MARCH	999,242	1,020,668	1,105,939	1,088,443	1,012,286	1,022,997	1,000,115	1,036,321	995,383	959,353	A
APRIL	760,928	701,269	767,991	758,516	773,089	739,227	739,805	703,472	702,734	712,309	A
MAY	734,057	757,147	761,238	929,937	775,938	779,506	764,685	744,767	729,878	716,975	A
JUNE	807,427	847,234	863,436	942,726	853,033	865,335	832,374	840,488	855,602	844,844	B
JULY	773,331	859,117	925,802	864,230	846,702	864,489	833,551	791,839	814,658	804,415	B
AUGUST	847,643	868,171	959,067	927,747	619,512	957,423	906,467	867,107	877,154	866,126	B
SEPTEMBER	859,902	875,938	950,587	899,635	901,318	916,077	911,765	904,129	852,928	842,204	B
OCTOBER	825,361	871,193	898,365	838,868	860,182	882,079	875,986	822,711	779,788	769,984	B
NOVEMBER	845,374	930,915	916,686	902,358	897,029	884,609	882,605	854,078	835,747	825,239	B
DECEMBER	824,507	862,884	942,430	898,532	864,499	872,277	860,119	810,233	849,336	838,658	B
TOTALS	10,040,626	10,258,179	10,814,030	10,876,609	10,145,292	10,534,258	10,359,805	10,058,133	9,950,270	9,825,166	

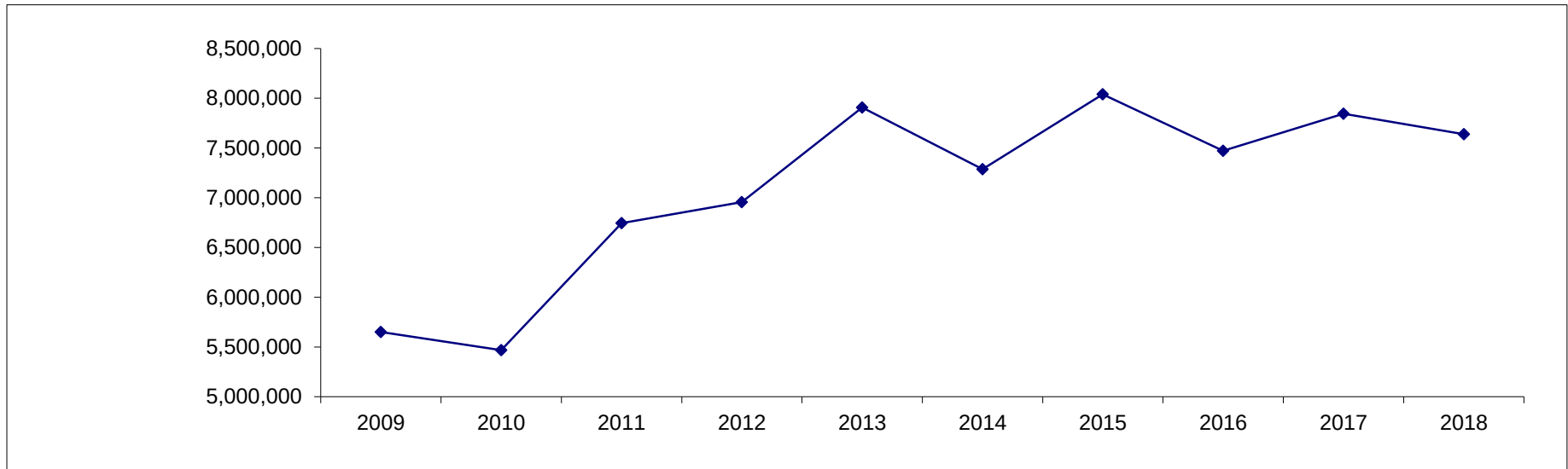


Funds split in General, Southeast TIF, Eastgate TIF and Pines TIF funds

State reduced allocation for 2% administrative fee beginning with September 2017 distribution

STATE INCOME TAX

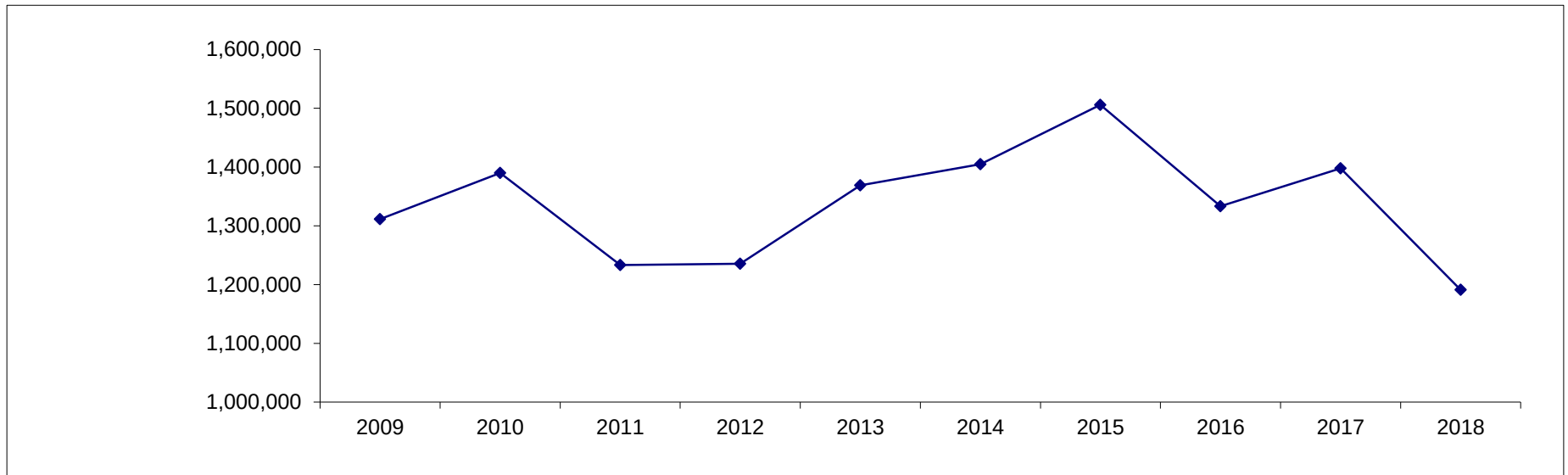
MONTH	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual		
JANUARY	357,826	580,540	805,061	761,050	632,905	850,845	852,700	912,628	851,716	578,461	A
FEBRUARY	604,246	0	1,038,247	0	478,227	0	0	0	0	837,319	A
MARCH	759,747	437,402	493,074	619,124	394,663	699,395	620,094	751,474	1,411,585	420,941	A
APRIL	0	343,824	562,140	394,295	1,333,938	742,236	925,184	822,346	0	646,373	A
MAY	411,757	0	0	1,187,505	404,944	423,934	403,609	476,082	396,235	1,044,019	A
JUNE	1,632,706	604,370	694,679	424,269	703,157	741,339	824,784	1,774,951	764,129	915,720	B
JULY	532,359	1,036,869	942,538	658,753	1,298,806	1,150,541	1,364,531	0	1,547,903	473,580	B
AUGUST	0	618,324	761,549	956,491	441,258	428,542	566,667	496,310	698,009	626,489	B
SEPTEMBER	579,623	1,240,367	454,403	502,880	675,812	709,251	1,263,519	1,120,799	727,037	652,542	B
OCTOBER	394,557	0	0	645,769	419,882	818,347	0	0	599,068	597,428	B
NOVEMBER	0	0	588,653	405,227	409,627	0	441,918	450,551	450,852	449,618	B
DECEMBER	376,737	606,245	404,975	401,952	714,661	721,926	776,691	665,793	396,923	395,837	B
TOTALS	5,649,558	5,467,941	6,745,318	6,957,316	7,907,881	7,286,357	8,039,696	7,470,934	7,843,458	7,638,326	



State to catch up two month delay of distributions July & August 2017. State's 10% reduction to begin with August distribution.

PERSONAL PROPERTY REPLACEMENT TAX

MONTH	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual		
JANUARY	151,918	162,537	134,079	180,082	185,383	233,315	202,878	195,051	217,463	143,616	A
FEBRUARY	15,410	1,947	7,154	1,565	1,605	2,024	717	0	0	0	A
MARCH	63,426	68,150	78,877	61,281	62,898	80,778	70,137	83,788	147,880	132,622	A
APRIL	270,042	232,641	262,367	276,320	303,821	309,261	364,335	271,921	352,780	260,085	A
MAY	261,949	163,009	188,640	187,031	265,561	227,806	293,618	219,695	227,189	269,213	A
JUNE	5,564	0	3,923	5,417	937	0	2,501	12,343	0	0	B
JULY	212,605	165,572	176,542	238,582	260,211	229,514	238,695	239,680	239,384	203,988	B
AUGUST	22,481	21,743	43,808	28,828	29,295	24,688	32,169	27,902	10,712	9,128	B
SEPTEMBER	8,501	486	381	3,931	0	6,877	2,356	4,554	0	0	B
OCTOBER	241,537	316,230	292,298	181,562	188,719	227,489	239,950	218,004	160,071	136,403	B
NOVEMBER	2,101	2,750	2,542	1,579	0	0	0	1,876	0	0	B
DECEMBER	55,929	255,086	42,441	69,220	70,395	63,058	58,604	58,514	42,179	35,942	B
TOTALS	1,311,462	1,390,151	1,233,053	1,235,400	1,368,825	1,404,809	1,505,959	1,333,328	1,397,658	1,190,998	

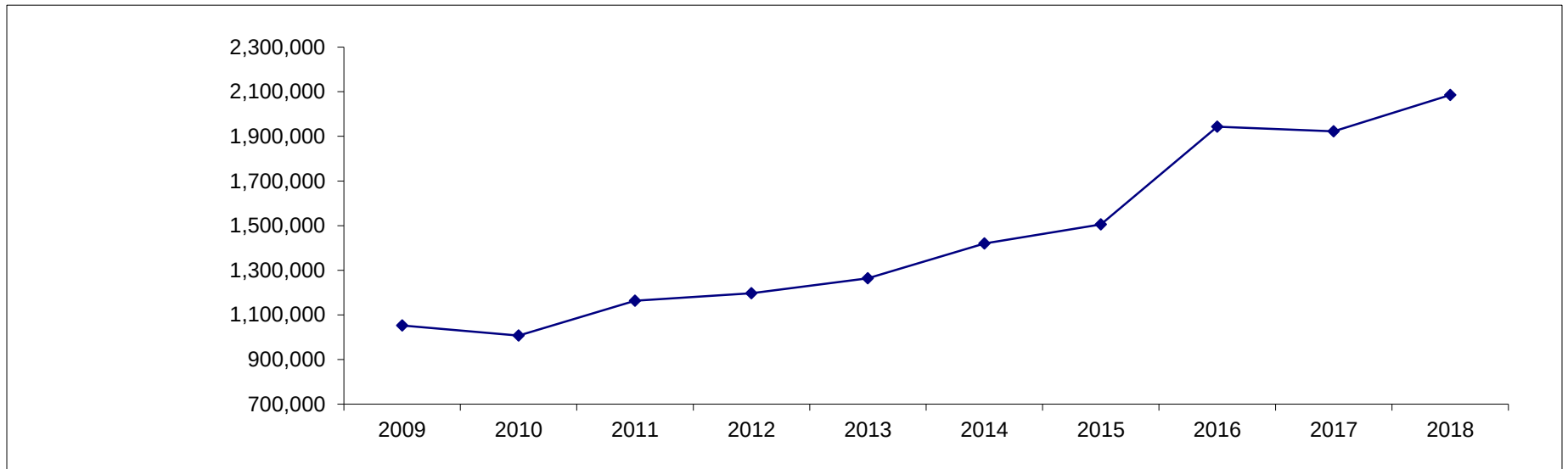


Funds split in General and Library funds

Projected Revenues

LOCAL USE TAX

MONTH	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual		
JANUARY	99,612	74,655	118,641	89,854	98,119	115,740	136,569	295,435	159,854	166,257	A
FEBRUARY	89,127	66,683	92,228	90,475	103,364	108,961	129,837	146,086	155,199	192,590	A
MARCH	128,211	114,627	145,191	138,269	147,635	171,437	196,801	208,903	241,170	243,593	A
APRIL	81,612	68,212	88,796	88,358	102,769	90,904	69,628	128,350	139,319	145,000	A
MAY	72,972	54,250	95,460	98,119	76,976	89,241	135,902	130,832	131,114	149,116	A
JUNE	87,555	108,264	98,268	103,364	96,618	117,824	143,287	153,738	170,503	184,920	B
JULY	89,396	82,393	91,809	91,336	106,037	108,621	140,649	149,743	146,418	158,799	B
AUGUST	75,613	78,102	89,450	102,769	93,637	115,406	133,971	145,710	147,521	159,995	B
SEPTEMBER	100,537	100,770	98,836	86,379	124,363	128,816	0	164,340	156,033	169,226	B
OCTOBER	79,881	83,770	79,105	106,791	106,986	109,843	0	130,791	149,381	162,012	B
NOVEMBER	71,356	81,167	94,213	98,487	99,965	118,956	0	142,584	158,864	172,297	B
DECEMBER	77,019	94,304	71,453	102,979	107,849	144,341	419,237	146,571	167,420	181,577	B
TOTALS	1,052,890	1,007,197	1,163,451	1,197,180	1,264,318	1,420,091	1,505,880	1,943,083	1,922,796	2,085,381	



2015 Delays in Distribution of State Use Tax due to State budget.

Projected Revenues

STATE INCOME TAX

MONTH	2016 Actual	2017 Actual	2018
JANUARY	751,473.50	654,552.90	578,461.18 A
FEBRUARY	822,346.25	757,032.36	837,287.79 A
MARCH	476,082.04	396,235.32	420,940.73 A
APRIL	736,651.57	764,129.23	646,372.81 A
MAY	1,038,299.42	1,020,258.57	1,044,018.62 A
JUNE	496,310.15	527,644.66	915,720.00 B
JULY	708,317.33	698,009.45	473,580.00 B
AUGUST	412,481.48	333,576.35	626,489.00 B
SEPTEMBER	450,551.29	393,460.74	652,542.00 B
OCTOBER	665,793.44	599,067.78	597,428.00 B
NOVEMBER	446,866.27	450,851.53	449,618.00 B
DECEMBER	404,849.45	396,923.43	395,837.00 B

TOTALS **7,986,035.17** **6,991,742.32** **7,638,295.13**

*Listed by month reported -
receipts delayed by State
until September 2017*

Current Budget **6,783,000.00**

Projected Amt Over (Under) **855,295.13**

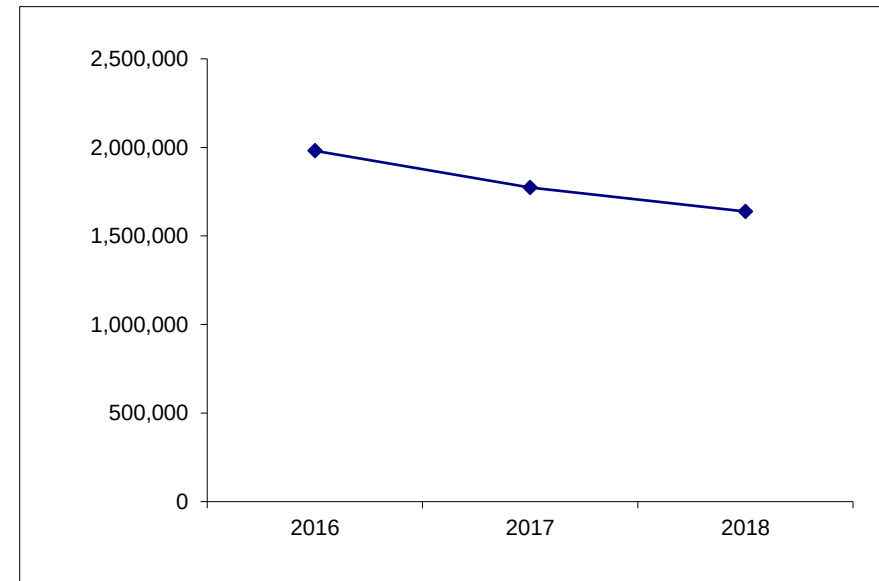
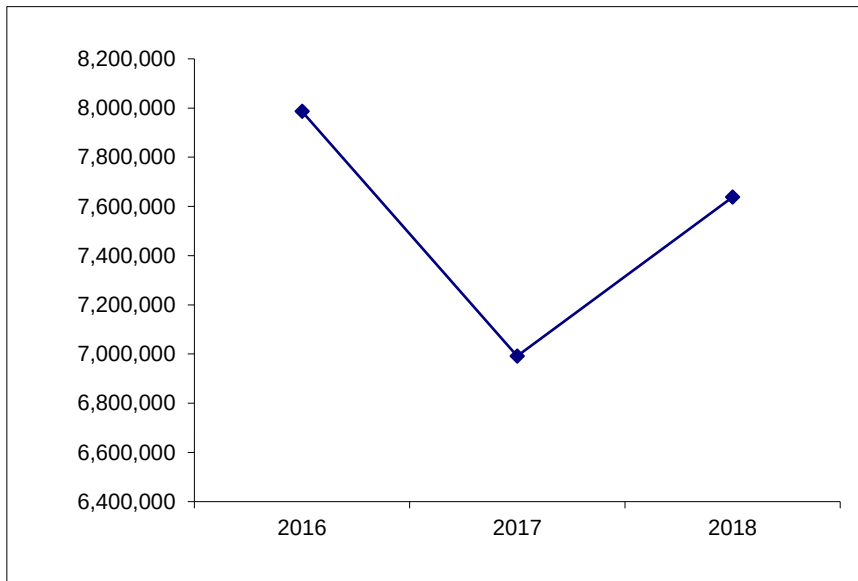
TELEPHONE COMMUNICATIONS TAX

MONTH	2016 Actual	2017 Actual	2018
JANUARY	166,327.99	152,347.43	141,050.48 A
FEBRUARY	157,953.06	150,099.96	141,599.21 A
MARCH	224,336.11	155,813.31	142,413.54 A
APRIL	164,577.86	152,634.48	138,930.51 A
MAY	152,247.44	149,012.50	137,565.64 A
JUNE	164,137.18	153,283.36	141,513.74 B
JULY	160,723.62	141,981.10	131,079.31 B
AUGUST	163,427.72	148,671.63	137,256.12 B
SEPTEMBER	157,097.74	143,735.14	132,698.67 B
OCTOBER	154,223.34	144,825.61	133,705.41 B
NOVEMBER	159,870.41	142,399.25	131,465.35 B
DECEMBER	155,990.27	139,640.75	128,918.66 B

TOTALS **1,980,912.74** **1,774,444.52** **1,638,196.63**

Current Budget **1,674,000.00**

Projected Amt Over (Under) **-35,803.37**

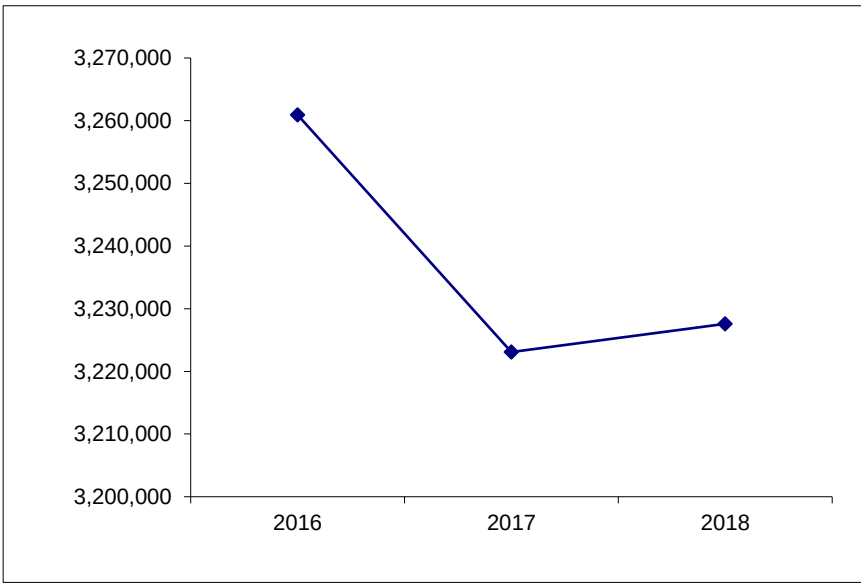


Projected Revenues

FOOD & BEVERAGE TAX

MONTH	2016 Actual	2017 Actual	2018
JANUARY	260,904.87	286,400.20	286,060.40
FEBRUARY	256,344.05	250,160.28	240,877.75
MARCH	278,660.81	243,551.14	238,794.28
APRIL	268,791.34	275,567.55	293,459.52
MAY	282,460.72	268,821.52	267,164.91
JUNE	281,884.42	286,842.30	287,244.28
JULY	274,899.41	279,817.29	280,209.43
AUGUST	308,995.40	271,403.37	271,783.72
SEPTEMBER	277,532.23	281,947.48	282,342.60
OCTOBER	255,644.86	266,573.93	266,947.51
NOVEMBER	272,128.23	261,202.21	261,568.26
DECEMBER	242,671.74	250,794.75	251,146.22

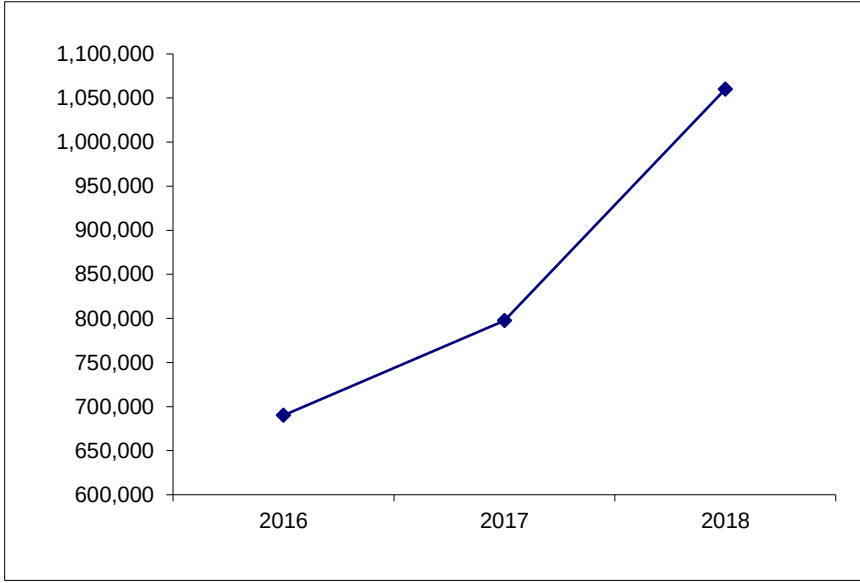
TOTALS	3,260,918.08	3,223,082.02	3,227,598.88
		Current Budget	3,264,500.00
		Projected Amt Over (Under)	-36,901.12



HOTEL & MOTEL TAX

MONTH	2016	2017	2018	
	Actual	Actual		
JANUARY	17,953.91	35,251.30	43,682.49	A
FEBRUARY	36,767.95	36,364.73	52,237.60	A
MARCH	62,867.42	51,466.99	58,641.79	A
APRIL	52,010.94	54,146.46	73,099.04	A
MAY	67,896.68	58,327.36	85,446.49	A
JUNE	76,520.68	84,744.05	112,643.68	B
JULY	63,123.45	72,804.56	96,773.45	B
AUGUST	63,000.60	76,860.26	102,164.37	B
SEPTEMBER	71,295.56	121,765.56	161,853.50	B
OCTOBER	53,394.23	74,289.53	98,747.30	B
NOVEMBER	77,894.15	71,406.04	94,914.50	B
DECEMBER	47,351.22	60,072.92	79,850.27	B

TOTALS	690,076.79	797,499.76	1,060,054.48
		Current Budget	848,000.00
		Projected Amt Over (Under)	212,054.48

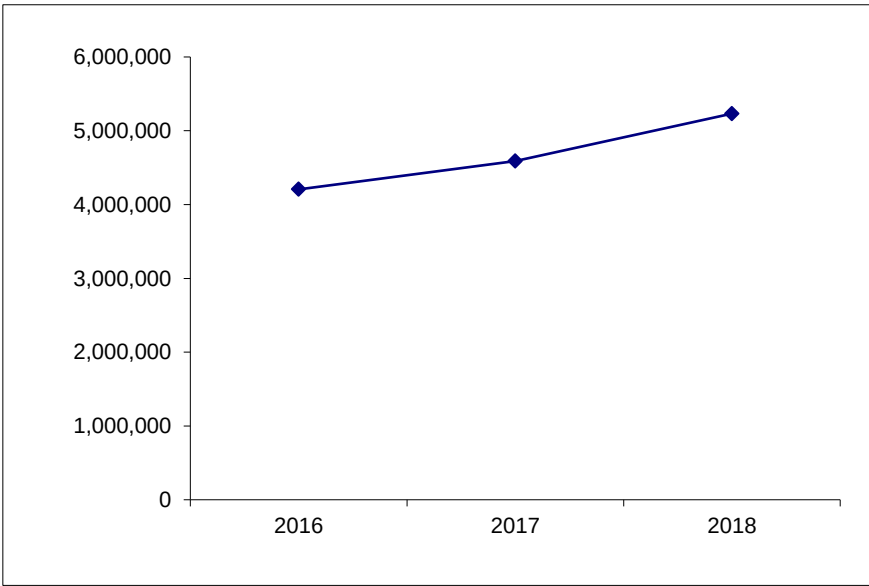


Projected Revenues

UTILITY TAX-ELECTRIC & GAS

MONTH	2016 Actual	2017 Actual	2018
JANUARY	177,332.31	421,857.00	448,826.92
FEBRUARY	138,838.35	505,824.62	526,653.98
MARCH	326,307.14	425,726.95	480,198.77
APRIL	432,106.74	339,034.62	439,274.73
MAY	393,245.95	361,636.72	447,828.03
JUNE	363,225.99	327,273.91	373,272.51
JULY	377,171.71	358,194.35	408,538.84
AUGUST	416,494.97	373,740.81	426,270.37
SEPTEMBER	443,504.00	369,262.32	421,162.42
OCTOBER	401,586.01	353,897.31	403,637.85
NOVEMBER	370,202.76	341,024.62	388,955.89
DECEMBER	365,731.26	409,860.82	467,467.08

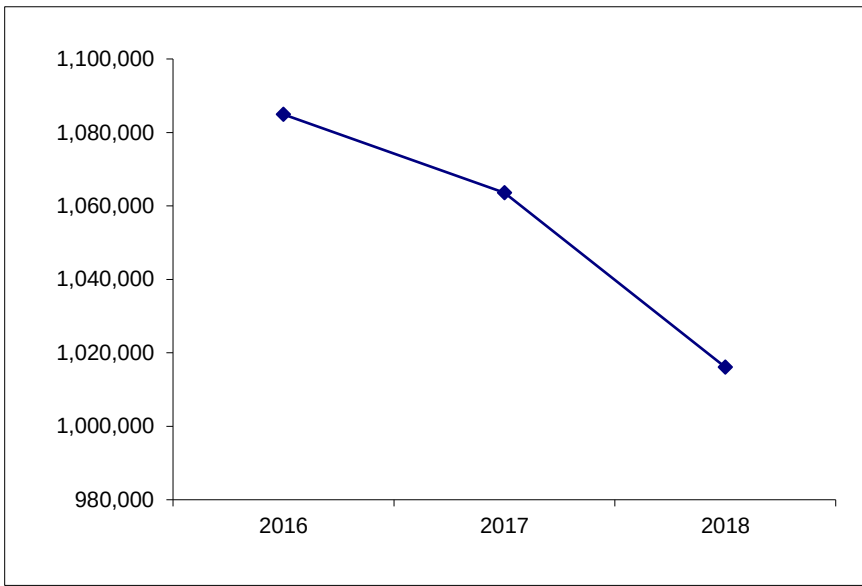
TOTALS	4,205,747.19	4,587,334.05	5,232,087.40
		Current Budget	4,702,000.00
		Projected Amt Over (Under)	530,087.40



CABLE TV TAX

MONTH	2016 Actual	2017 Actual	2018
JANUARY	233,850.66	263,629.01	0.00
FEBRUARY	34,945.40	0.00	255,933.94
MARCH	0.00	0.00	0.00
APRIL	244,326.70	244,146.92	21,185.00
MAY	31,932.20	24,893.20	231,760.00
JUNE	0.00	0.00	0.00
JULY	276,652.47	243,165.76	232,305.44
AUGUST	0.00	23,369.45	22,325.72
SEPTEMBER	0.00	0.00	0.00
OCTOBER	235,924.64	23,416.70	22,370.86
NOVEMBER	27,280.50	240,991.54	230,228.32
DECEMBER	0.00	0.00	0.00

TOTALS	1,084,912.57	1,063,612.58	1,016,109.27
		Current Budget	1,055,000.00
		Projected Amt Over (Under)	-38,890.73

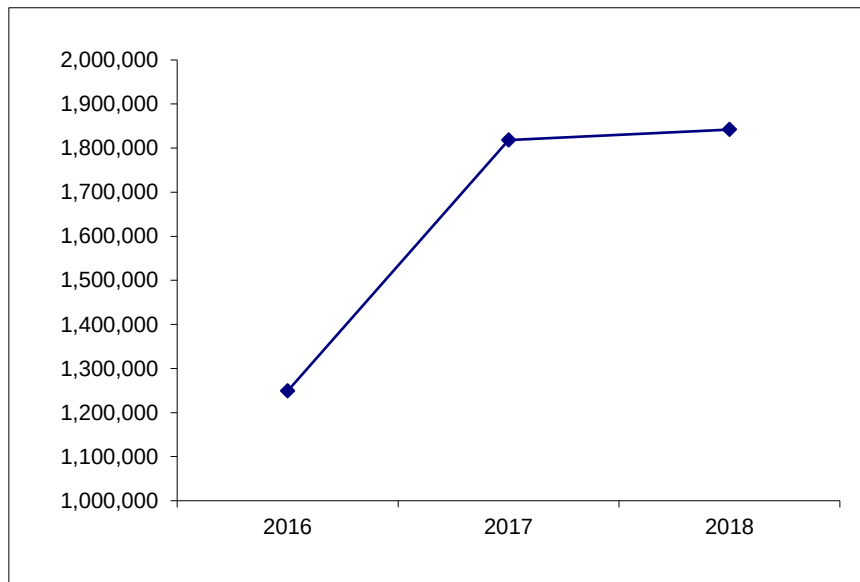


Projected Revenues

10 - LOCAL MOTOR FUEL TAX

MONTH	2016 Actual	2017 Actual	2018
JANUARY		150,936.34	149,553.75
FEBRUARY		146,142.38	137,640.35
MARCH		135,305.95	136,597.89
APRIL	1,614.25	151,248.96	150,285.42
MAY	151,145.91	129,212.75	148,104.17
JUNE	160,746.35	179,659.76	182,012.53
JULY	158,656.90	164,090.47	166,239.35
AUGUST	160,752.15	151,522.30	153,506.59
SEPTEMBER	157,584.48	154,447.56	156,470.15
OCTOBER	153,815.97	158,731.65	160,810.35
NOVEMBER	153,044.86	150,265.36	152,233.19
DECEMBER	151,672.99	146,671.67	148,592.43

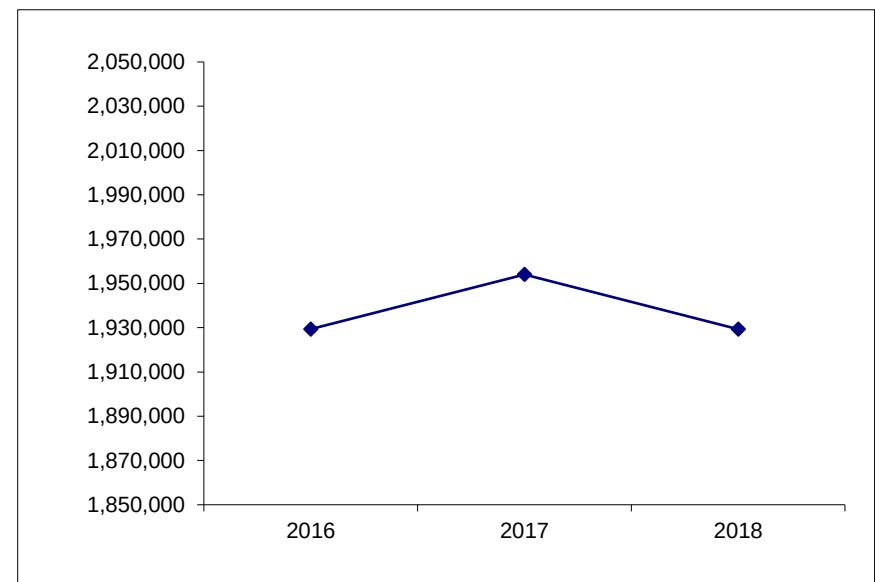
TOTALS	1,249,033.86	1,818,235.15	1,842,046.16
		Current Budget	1,800,000.00
	Projected Amt Over (Under)		42,046.16



46 - STATE MOTOR FUEL TAX

MONTH	2016	2017	2018	
	Actual	Actual		
JANUARY	171,799.19	180,582.18	168,202.81	A
FEBRUARY	165,935.95	171,662.87	172,208.28	A
MARCH	167,234.60	163,670.32	149,193.94	A
APRIL	143,829.22	139,550.39	147,896.35	A
MAY	173,239.43	166,666.87	174,263.56	A
JUNE	172,052.50	168,983.84	166,852.83	B
JULY	108,502.29	134,194.40	132,502.11	B
AUGUST	174,156.78	175,956.02	173,737.09	B
SEPTEMBER	165,391.62	166,198.96	164,103.07	B
OCTOBER	145,992.31	146,908.04	145,055.42	B
NOVEMBER	169,003.77	168,198.50	166,077.39	B
DECEMBER	172,193.80	171,419.34	169,257.62	B

TOTALS	1,929,331.46	1,953,991.73	1,929,350.47
		Current Budget	2,024,000.00
		Projected Amt Over (Under)	-94,649.53



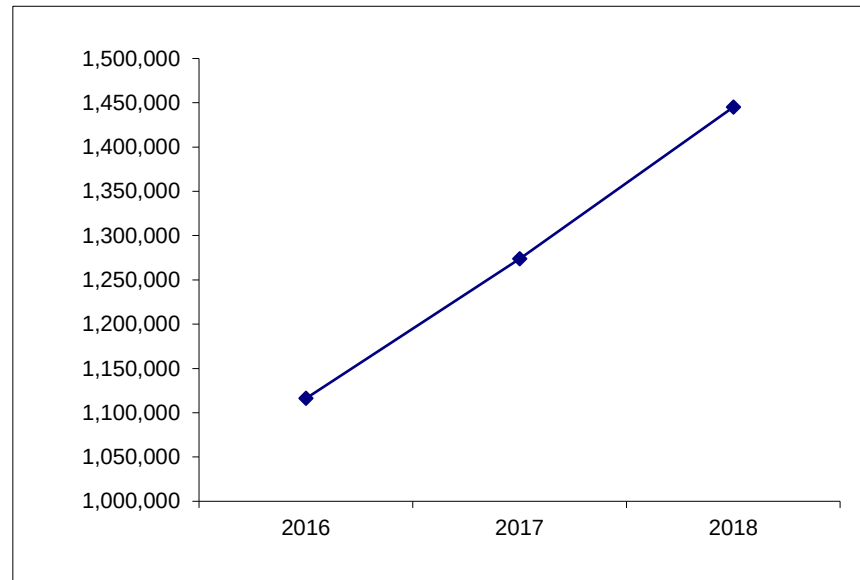
2015 & 2016 Delays in Distribution of MFT Tax due to State budget.

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Projected Revenues

VIDEO GAMING TAX

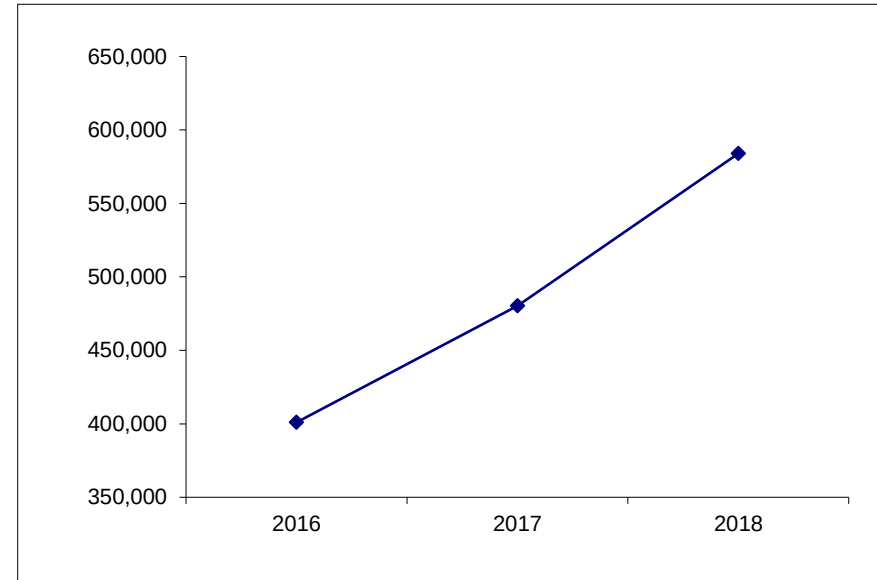
MONTH	2016	2017	2018
	Actual	Actual	
JANUARY	80,288.26	94,954.28	110,674.81 A
FEBRUARY	85,507.02	100,623.42	112,057.54 A
MARCH	84,607.67	99,845.65	106,182.77 A
APRIL	97,888.83	105,585.44	123,418.04 A
MAY	107,431.04	126,789.50	146,340.22 A
JUNE	0.00	110,489.13	125,326.10 B
JULY	196,669.31	107,626.31	122,078.85 B
AUGUST	88,019.04	101,091.12	114,666.08 B
SEPTEMBER	93,234.26	100,252.19	113,714.50 B
OCTOBER	92,743.01	108,743.85	123,346.46 B
NOVEMBER	96,076.34	108,003.48	122,506.67 B
DECEMBER	93,615.92	109,939.69	124,702.88 B
TOTALS	1,116,080.70	1,273,944.06	1,445,014.91
		Current Budget	1,330,000.00
		Projected Amt Over (Under)	115,014.91



2015 & 2016 Delays in Distribution of Video Gaming Tax due to State budget.

MFT REIMB - TRAFFIC SIGNALS

MONTH	2016	2017	2018
	Actual	Actual	
JANUARY	28,662.21	30,227.10	44,276.36 A
FEBRUARY	36,330.32	30,285.05	30,587.44 A
MARCH	40,075.18	37,579.08	57,817.61 A
APRIL	16,540.16	35,516.45	31,169.52 A
MAY	31,234.49	34,648.66	40,715.78 A
JUNE	21,971.54	45,755.99	55,630.31 B
JULY	26,492.23	33,394.19	40,600.79 B
AUGUST	42,494.93	33,754.21	41,038.50 B
SEPTEMBER	54,329.58	32,655.06	39,702.15 B
OCTOBER	35,609.03	37,581.07	45,691.21 B
NOVEMBER	31,096.61	81,824.06	99,482.01 B
DECEMBER	36,139.63	47,035.87	57,186.39 B
TOTALS	400,975.91	480,256.79	583,898.07
		Current Budget	430,000.00
		Projected Amt Over (Under)	153,898.07

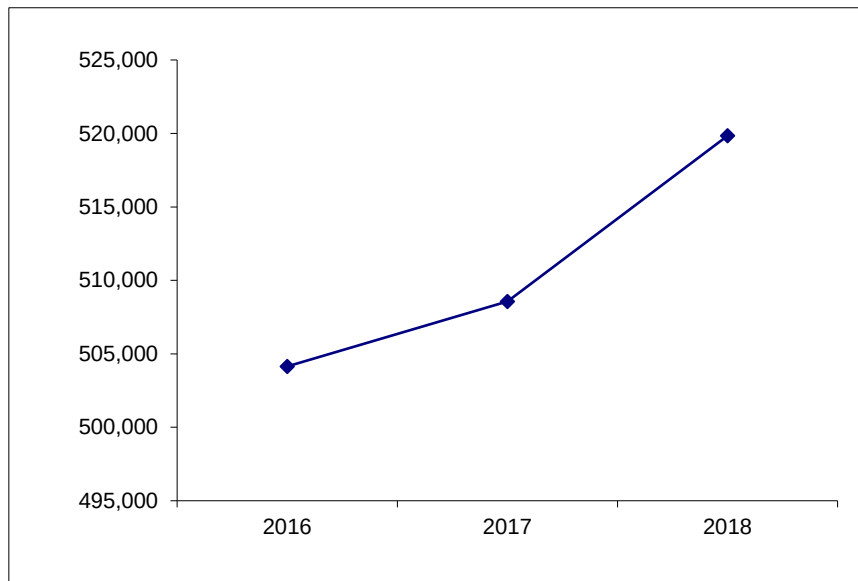


Projected Revenues

LIQUOR LICENSES

MONTH	2016 Actual	2017 Actual	2018
JANUARY	-7,143.60	1,075.91	3,557.82
FEBRUARY	2,706.48	970.89	1,242.18
MARCH	8,414.76	100.00	2,135.75
APRIL	27,217.64	29,187.48	19,600.00
MAY	217,850.92	239,985.85	248,925.00
JUNE	216,869.88	222,598.40	225,995.48
JULY	31,508.64	2,622.82	2,662.85
AUGUST	1,932.20	2,284.27	2,319.13
SEPTEMBER	1,856.80	2,117.60	2,149.92
OCTOBER	1,502.68	3,333.70	3,384.58
NOVEMBER	1,425.96	7,746.77	7,864.99
DECEMBER	0.00	-3,455.80	0.00

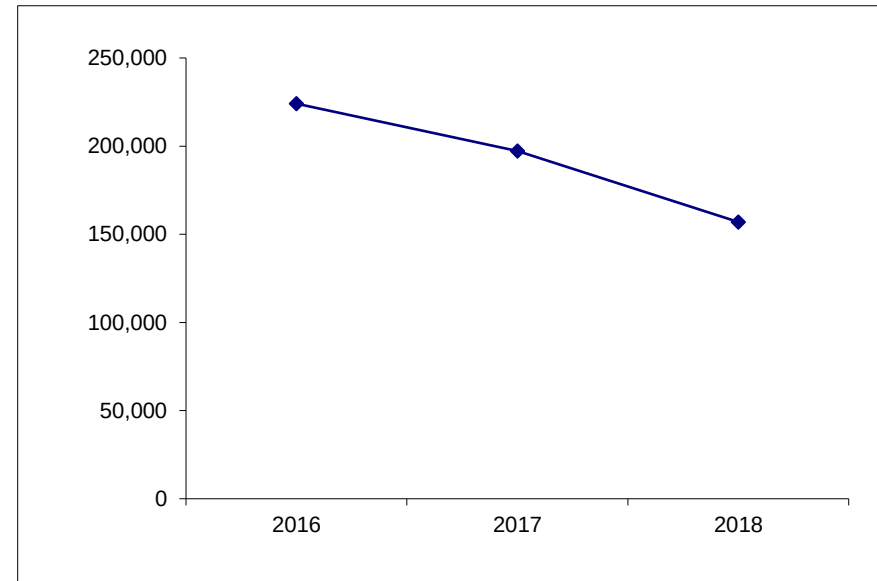
TOTALS	504,142.36	508,567.89	519,837.69
		Current Budget	504,000.00
		Projected Amt Over (Under)	15,837.69



BUILDING PERMITS

MONTH	2016 Actual	2017 Actual	2018
JANUARY	11,829.00	25,018.70	14,620.20
FEBRUARY	8,872.25	8,294.50	18,038.60
MARCH	29,611.65	17,266.45	7,954.30
APRIL	36,030.80	12,932.95	23,408.65
MAY	11,671.05	29,240.40	9,785.80
JUNE	20,001.10	16,116.75	12,824.79
JULY	12,328.40	7,629.90	6,071.44
AUGUST	16,106.25	15,033.10	11,962.48
SEPTEMBER	26,482.80	18,288.60	14,553.03
OCTOBER	21,212.90	22,135.50	17,614.17
NOVEMBER	11,377.00	19,111.40	15,207.76
DECEMBER	18,561.75	6,208.40	4,940.29

TOTALS	224,084.95	197,276.65	156,981.51
		Current Budget	211,000.00
		Projected Amt Over (Under)	-54,018.49

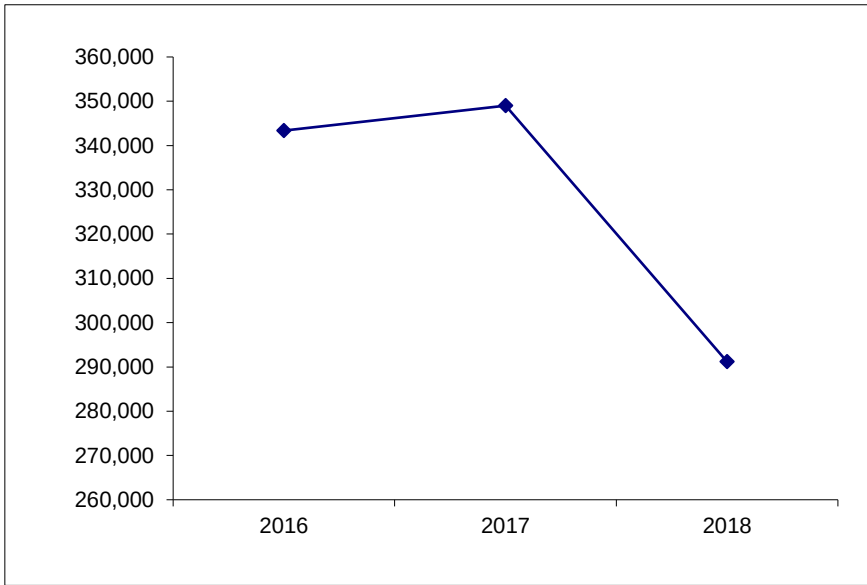


Projected Revenues

ILLEGAL USE OF VEHICLE

MONTH	2016 Actual	2017 Actual	2018
JANUARY	24,665.00	31,545.00	25,185.00
FEBRUARY	25,920.00	24,985.00	22,135.00
MARCH	34,585.00	33,705.00	29,625.00
APRIL	22,750.00	32,640.00	21,770.00
MAY	30,020.00	32,010.00	30,500.00
JUNE	40,785.00	26,635.00	22,220.63
JULY	28,785.00	26,620.00	22,208.11
AUGUST	29,705.00	33,800.00	28,198.13
SEPTEMBER	31,635.00	27,970.00	23,334.37
OCTOBER	25,145.00	29,250.00	24,402.23
NOVEMBER	28,320.00	29,285.00	24,431.43
DECEMBER	21,025.00	20,560.00	17,152.47

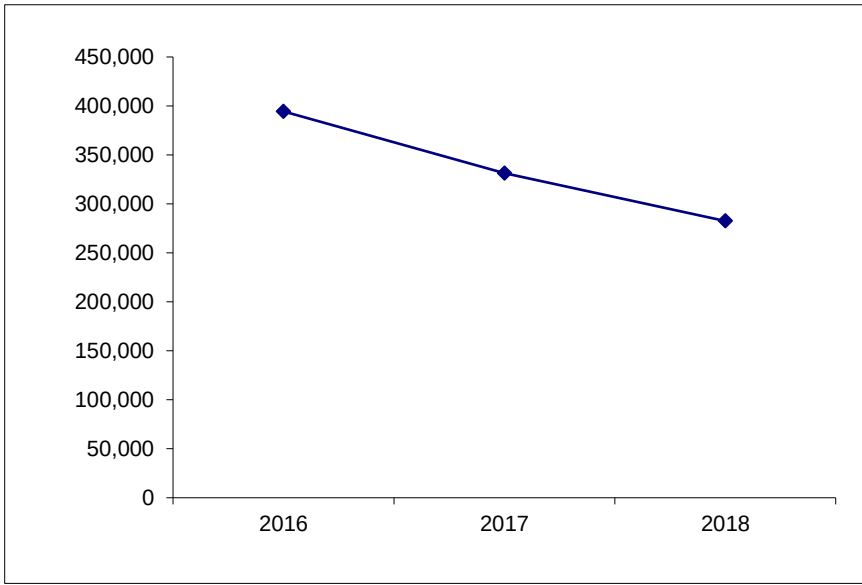
TOTALS	343,340.00	349,005.00	291,162.35
		Current Budget	357,000.00
		Projected Amt Over (Under)	-65,837.65



PARKING

MONTH	2016 Actual	2017 Actual	2018
JANUARY	30,524.27	34,895.44	25,619.67
FEBRUARY	33,576.55	25,606.25	23,129.88
MARCH	37,342.35	30,864.70	26,877.78
APRIL	33,001.83	27,249.73	23,927.45
MAY	35,234.71	28,420.56	25,863.39
JUNE	32,943.24	25,376.53	21,645.47
JULY	26,514.04	18,039.29	15,387.01
AUGUST	27,863.92	50,159.05	42,784.26
SEPTEMBER	25,590.25	19,306.30	16,467.73
OCTOBER	26,590.53	25,869.73	22,066.16
NOVEMBER	32,077.99	21,431.35	18,280.34
DECEMBER	53,169.28	24,039.14	20,504.71

TOTALS	394,428.96	331,258.07	282,553.86
	Current Budget		340,000.00
	Projected Amt Over (Under)		-57,446.14

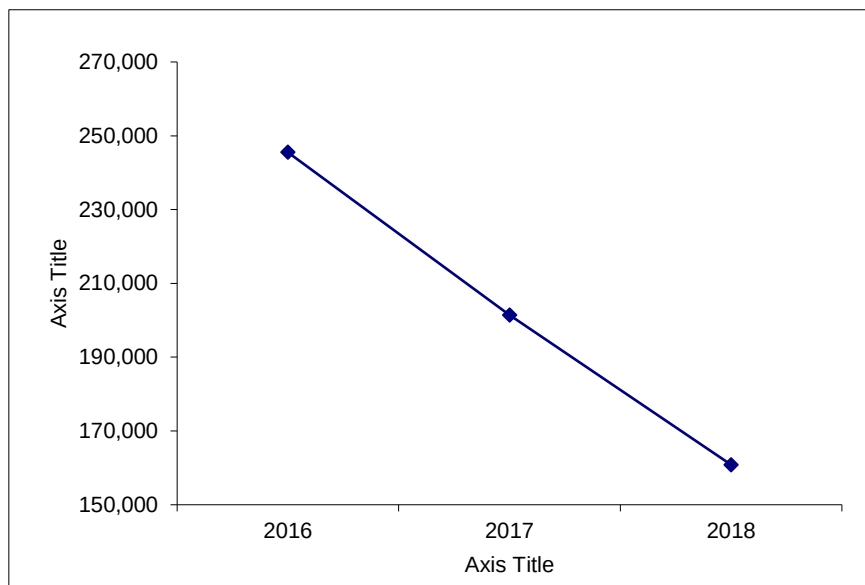


Projected Revenues

COURT FINES

MONTH	2016 Actual	2017 Actual	2018
JANUARY	19,608.71	10,760.71	10,310.57
FEBRUARY	0.00	15,484.21	16,396.46
MARCH	54,287.26	22,565.22	18,502.94
APRIL	26,764.46	27,343.14	18,375.38
MAY	18,335.34	21,521.83	14,424.37
JUNE	26,271.96	15,702.61	12,541.13
JULY	19,018.82	16,387.61	13,088.22
AUGUST	16,811.90	14,397.63	11,498.89
SEPTEMBER	16,663.69	12,749.30	10,182.42
OCTOBER	17,088.41	17,947.15	14,333.77
NOVEMBER	16,156.57	11,424.05	9,123.99
DECEMBER	14,492.59	15,111.69	12,069.18

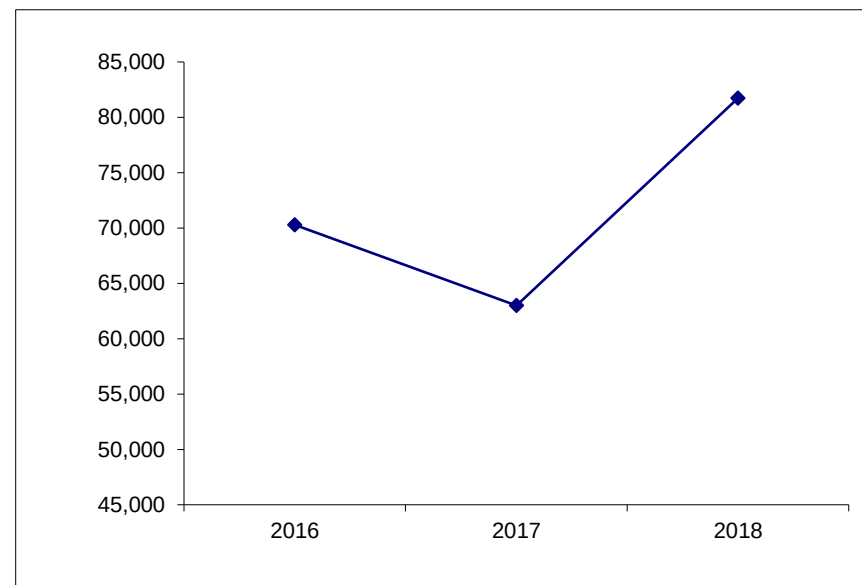
TOTALS	245,499.71	201,395.15	160,847.32
		Current Budget	195,000.00
		Projected Amt Over (Under)	-34,152.68



WEED CUTTING FEES

MONTH	2016	2017	2018
	Actual	Actual	
JANUARY	2,981.05	989.42	3,807.13
FEBRUARY	6,642.83	2,521.07	3,931.13
MARCH	3,863.69	2,818.12	2,037.54
APRIL	3,344.49	2,281.59	4,814.15
MAY	8,816.26	4,455.68	2,360.16
JUNE	10,177.67	4,438.63	5,758.15
JULY	8,316.54	11,847.73	15,369.83
AUGUST	4,806.37	5,847.73	7,586.15
SEPTEMBER	3,301.62	7,593.47	9,850.86
OCTOBER	5,246.23	9,691.65	12,572.79
NOVEMBER	8,347.54	4,602.94	5,971.30
DECEMBER	4,426.32	5,907.96	7,664.28

TOTALS	70,270.61	62,995.99	81,723.46
		Current Budget	51,000.00
	Projected Amt Over (Under)		30,723.46

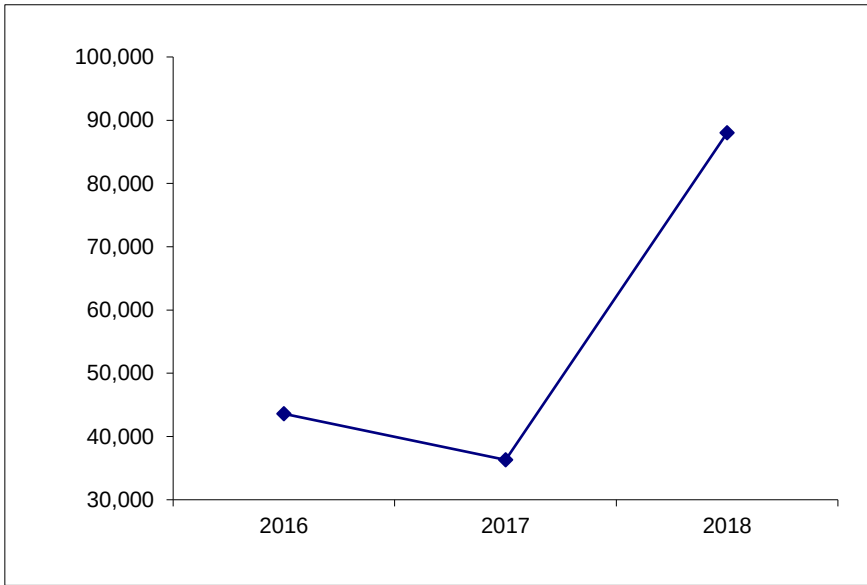


Projected Revenues

DEMOLITION PAYMENTS

MONTH	2016 Actual	2017 Actual	2018	
JANUARY	2,908.62	3,094.52	4,085.00	A
FEBRUARY	6,335.43	3,461.25	3,875.00	A
MARCH	4,308.62	4,200.29	3,144.19	A
APRIL	2,678.62	3,523.62	20,411.18	A
MAY	4,017.62	3,599.02	11,821.98	A
JUNE	5,212.88	3,210.00	7,780.93	B
JULY	3,060.68	2,815.00	6,823.46	B
AUGUST	3,490.93	1,870.00	4,532.82	B
SEPTEMBER	3,386.90	2,875.00	6,968.90	B
OCTOBER	3,051.38	3,020.00	7,320.38	B
NOVEMBER	2,597.69	2,185.00	5,296.36	B
DECEMBER	2,561.18	2,450.00	5,938.72	B

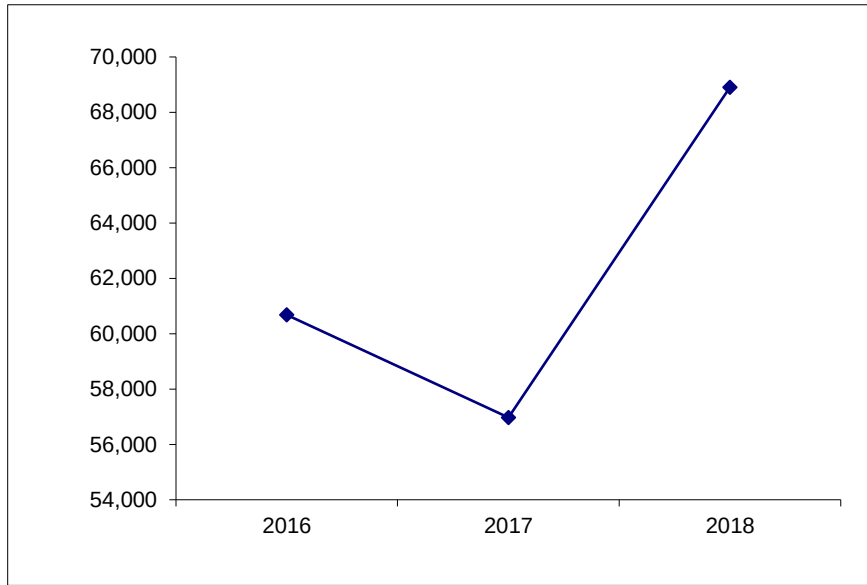
TOTALS	43,610.55	36,303.70	87,998.91
		Current Budget	35,000.00
		Projected Amt Over (Under)	52,998.91



PET CITATIONS

MONTH	2016 Actual	2017 Actual	2018
JANUARY	3,219.55	4,675.88	5,624.07
FEBRUARY	4,446.39	5,654.45	7,221.22
MARCH	6,951.39	8,731.32	5,186.78
APRIL	6,300.38	3,253.46	8,265.15
MAY	5,923.60	3,536.29	4,968.92
JUNE	4,130.37	5,529.30	6,687.45
JULY	5,642.20	3,839.14	4,643.27
AUGUST	4,194.38	4,990.87	6,036.24
SEPTEMBER	5,037.80	4,582.53	5,542.37
OCTOBER	5,934.63	3,498.17	4,230.88
NOVEMBER	5,013.79	4,408.19	5,331.51
DECEMBER	3,884.55	4,273.00	5,168.01

TOTALS	60,679.03	56,972.60	68,905.87
		Current Budget	60,000.00
	Projected Amt Over (Under)		8,905.87



Projected Revenues

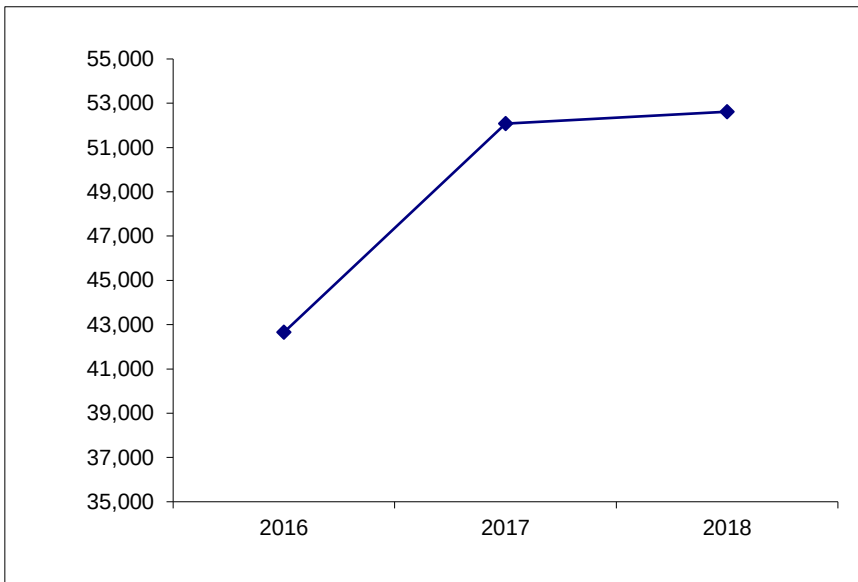
TRASH & CLEAN UP FINES

MONTH	2016 Actual	2017 Actual	2018
JANUARY	2,432.12	3,818.84	3,609.33 A
FEBRUARY	3,707.46	4,666.95	3,787.96 A
MARCH	4,301.09	5,502.65	4,694.36 A
APRIL	3,432.11	4,430.58	7,245.08 A
MAY	2,827.08	6,571.89	5,911.57 A
JUNE	1,253.81	2,680.88	2,708.49 B
JULY	1,982.12	6,230.35	6,294.52 B
AUGUST	3,367.61	5,026.82	5,078.59 B
SEPTEMBER	7,263.59	1,819.81	1,838.55 B
OCTOBER	4,211.41	4,837.59	4,887.41 B
NOVEMBER	3,106.80	2,939.72	2,970.00 B
DECEMBER	4,770.76	3,555.16	3,591.78 B

TOTALS **42,655.96** **52,081.24** **52,617.64**

Current Budget **73,000.00**

Projected Amt Over (Under) **-20,382.36**



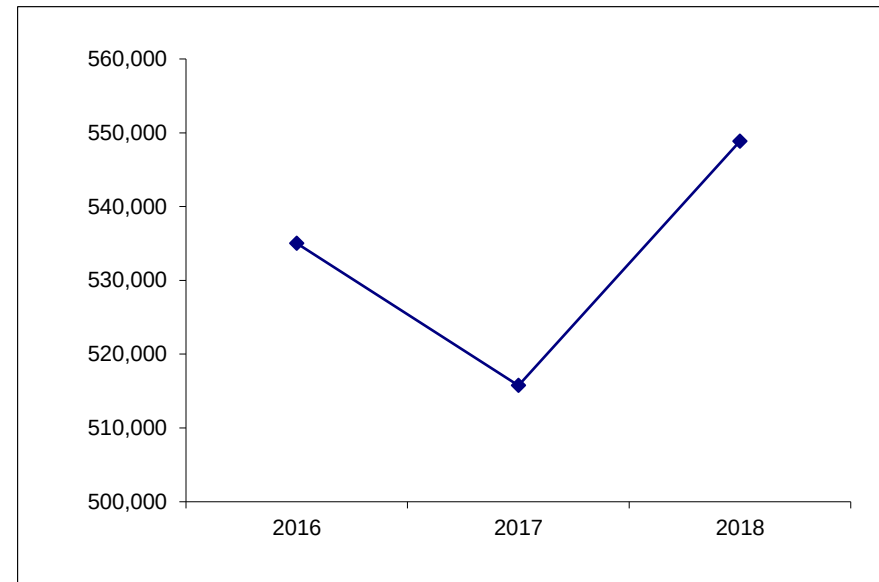
70-MASS TRANSIT - CHARGES FOR SERVICES

MONTH	2016 Actual	2017 Actual	2018
JANUARY	26,418.05	34,882.01	45,559.71 A
FEBRUARY	43,791.37	45,922.48	43,625.01 A
MARCH	72,611.37	39,319.53	48,998.55 A
APRIL	33,981.14	44,321.58	42,816.48 A
MAY	44,813.23	50,013.85	47,228.27 A
JUNE	47,949.63	49,318.54	52,484.85 B
JULY	44,483.78	42,138.97	44,844.35 B
AUGUST	46,604.73	43,030.86	45,793.50 B
SEPTEMBER	42,479.66	40,404.95	42,999.00 B
OCTOBER	38,596.83	42,457.11	45,182.91 B
NOVEMBER	48,784.87	47,406.69	50,450.26 B
DECEMBER	44,499.85	36,533.29	38,878.77 B

TOTALS **535,014.51** **515,749.86** **548,861.66**

Current Budget **573,500.00**

Projected Amt Over (Under) **-24,638.34**

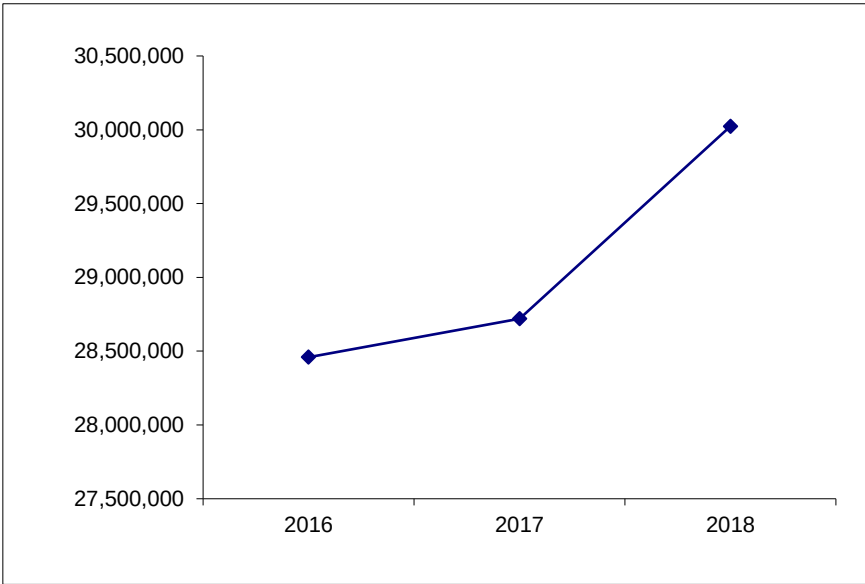


Projected Revenues

80-WATER SALES

MONTH	2016 Actual	2017 Actual	2018
JANUARY	2,104,678.61	2,250,636.79	2,293,291.51
FEBRUARY	2,210,327.74	2,293,297.02	2,442,137.29
MARCH	2,267,954.26	2,197,191.32	2,261,077.95
APRIL	2,221,531.91	2,184,431.48	2,266,796.70
MAY	2,196,960.89	2,202,704.25	2,369,942.81
JUNE	2,425,648.92	2,402,041.11	2,511,042.48
JULY	2,495,624.85	2,635,067.97	2,754,643.78
AUGUST	2,764,878.40	2,682,475.15	2,804,202.24
SEPTEMBER	2,583,865.88	2,554,863.90	2,670,800.16
OCTOBER	2,554,080.04	2,546,500.96	2,662,057.72
NOVEMBER	2,395,921.87	2,506,148.97	2,619,874.61
DECEMBER	2,237,479.85	2,264,904.88	2,367,683.19

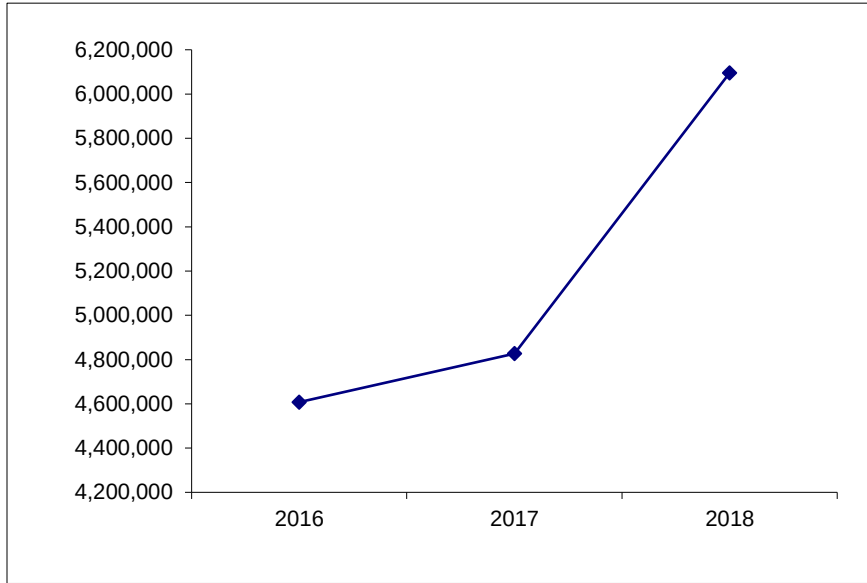
TOTALS	28,458,953.22	28,720,263.80	30,023,550.46
		Current Budget	29,167,000.00
		Projected Amt Over (Under)	856,550.46



79-SEWER USER FEE

MONTH	2016 Actual	2017 Actual	2018
JANUARY	365,361.90	365,842.90	415,444.15
FEBRUARY	390,979.51	365,908.81	442,619.44
MARCH	378,136.50	357,535.86	478,868.69
APRIL	354,698.60	336,921.75	466,503.07
MAY	368,671.08	374,139.45	470,323.66
JUNE	383,539.30	383,450.74	484,280.93
JULY	398,192.98	455,323.40	575,052.85
AUGUST	429,968.67	455,272.26	574,988.26
SEPTEMBER	405,514.62	434,296.55	548,496.89
OCTOBER	403,013.25	460,110.01	581,098.12
NOVEMBER	367,714.04	409,171.38	516,764.93
DECEMBER	361,793.84	428,287.26	540,907.42

TOTALS	4,607,584.29	4,826,260.37	6,095,348.40
		Current Budget	5,529,000.00
		Projected Amt Over (Under)	566,348.40

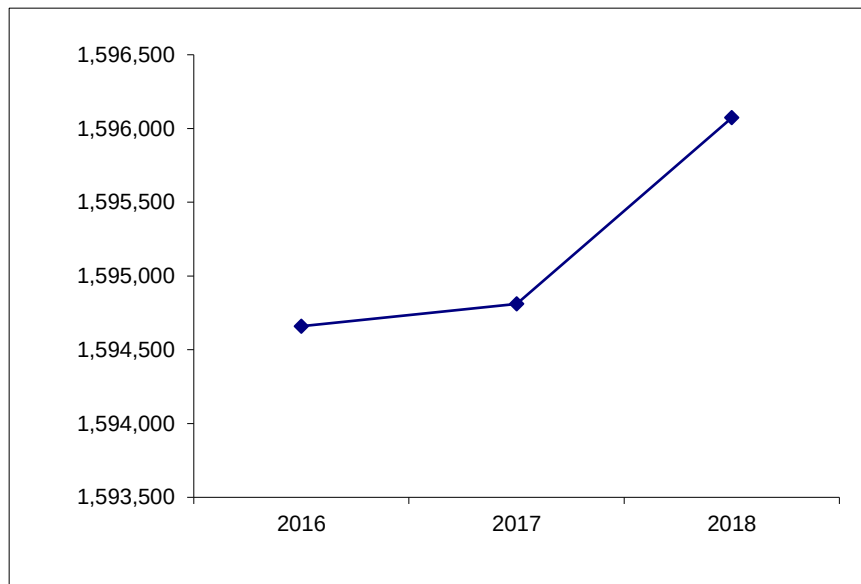


Projected Revenues

78-STORM WATER FEE

MONTH	2016 Actual	2017 Actual	2018
JANUARY	115,724.00	122,042.07	130,857.73
FEBRUARY	124,410.33	115,726.29	115,722.81
MARCH	125,098.96	131,044.00	119,204.08
APRIL	163,768.53	164,375.29	178,640.07
MAY	150,043.04	153,955.37	143,262.25
JUNE	120,546.60	120,950.54	121,046.28
JULY	113,459.99	121,951.59	122,048.12
AUGUST	127,007.68	121,622.82	121,719.09
SEPTEMBER	115,106.96	109,785.43	109,872.33
OCTOBER	165,183.90	165,672.68	165,803.82
NOVEMBER	151,953.53	150,828.65	150,948.04
DECEMBER	122,356.36	116,855.56	116,948.06

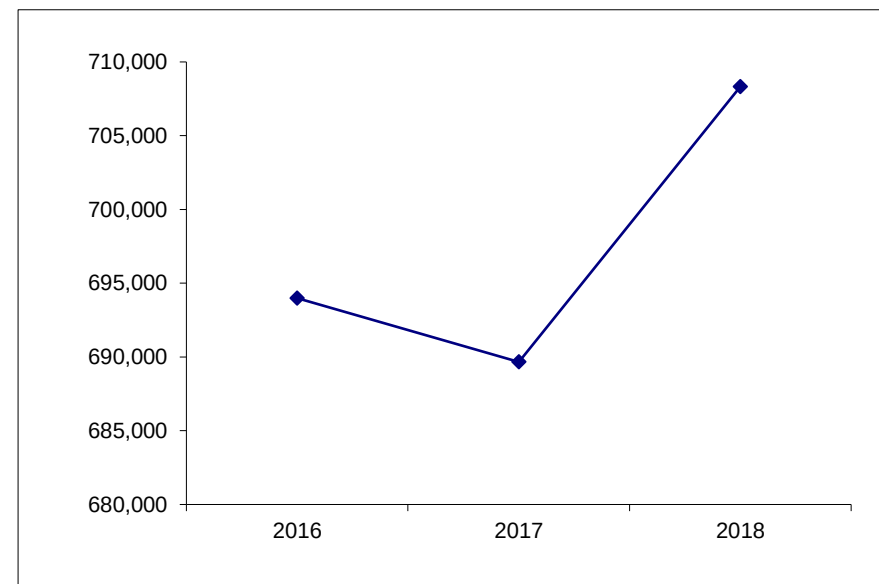
TOTALS	1,594,659.88	1,594,810.29	1,596,072.69
		Current Budget	1,606,000.00
		Projected Amt Over (Under)	-9,927.31



88-RECYCLING FEES

MONTH	2016	2017	2018	
	Actual	Actual		
JANUARY	52,012.50	53,670.25	63,834.61	A
FEBRUARY	66,763.52	57,220.17	53,318.46	A
MARCH	58,159.31	63,538.06	59,585.33	A
APRIL	56,319.77	52,781.31	58,097.70	A
MAY	57,546.84	61,173.86	61,352.11	A
JUNE	57,162.53	60,215.22	61,844.83	B
JULY	53,717.51	61,089.08	62,742.34	B
AUGUST	59,997.07	55,537.02	57,040.02	B
SEPTEMBER	55,158.08	56,982.47	58,524.59	B
OCTOBER	61,572.21	54,207.31	55,674.33	B
NOVEMBER	59,011.54	59,900.37	61,521.46	B
DECEMBER	56,560.41	53,345.70	54,789.40	B

TOTALS	693,981.29	689,660.82	708,325.19
		Current Budget	697,500.00
		Projected Amt Over (Under)	10,825.19



Economic & Community Development

DATE: 6/18/2018

MEMO: No. 18-19

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Billy Tyus, Deputy City Manager
Raymond Lai, Director of Economic and Community Development

SUBJECT: Resolution rescinding Resolution No. 2018-28 regarding adding territory to the Decatur Macon County Enterprise Zone for Decatur Memorial Hospital (DMH)

SUMMARY RECOMMENDATION:

City Staff recommends Resolution No. 2018-28 be rescinded.

BACKGROUND:

On March 19, 2018 the City Council considered and approved (via Resolution No. 2018-28) an amendment request adding territory to the Decatur Macon County Enterprise Zone. Subsequent site plans submitted to City staff showed parts of the proposed building were outside of the amended zone. There was also no connection to the existing Enterprise Zone. The State of Illinois rejected the amendment and the Economic Development Corporation of Decatur and Macon County, as Enterprise Zone Administrator, has since made the necessary corrections to the Enterprise Zone expansion proposal, thus the need to rescind resolution 2018-28. A separate, but related companion resolution for inclusion of additional properties to meet the intent and requirements has been now included on this same meeting agenda for your consideration.

STAFF REFERENCE: Additional questions can be forwarded to Tim Gleason at 217-424-2801 (tgleason@decaturil.gov) or Raymond Lai at 217-424-2727 (rlai@decaturil.gov).

ATTACHMENTS:

Description	Type
Resolution to Rescind	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION RESCINDING
RESOLUTION 2018-28 REGARDING
ADDING TERRITORY TO THE DECATUR MACON COUNTY
ENTERPRISE ZONE
Decatur Memorial Hospital**

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

Section 1. That Resolution No. 2018-28, passed by the Council on March 19th, 2018,
authorizing an amendment to the Decatur Macon County Enterprise Zone adding territory to the
Decatur Macon County Enterprise Zone, be, and the same is hereby, rescinded.

PRESENTED, PASSED, APPROVED AND RECORDED this 18th day of June, 2018.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

Economic & Community Development

DATE: 6/18/2018

MEMO: No. 18-20

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Billy Tyus, Deputy City Manager
Raymond Lai, Director of Economic & Community Development

SUBJECT:

Resolution adding territory to the Decatur Macon County Enterprise Zone (EZ) for an economic development project at the intersection of West Kenwood Ave. and North Church Street in Decatur for Decatur Memorial Hospital (DMH)

SUMMARY RECOMMENDATION:

City Staff recommends approval of this item amending the boundaries of the local Enterprise Zone to encompass a proposed 60,000-sq. ft. four-story medical office building in Decatur, just east of DMH's main entrance (see attached map) and to provide a connector strip to the existing EZ.

BACKGROUND:

A separate but related resolution to rescind the previously approved Resolution 2018-28 is also included in this same City Council meeting agenda. In essence, with this newly recommended resolution, additional territory and a connector strip are now being proposed in order to accommodate a new medical office building in the proposed EZ expansion area. The EZ is an economic development tool that can provide incentives to spur local economic development. The current zone has been in existence since 2016 with the passage of new related state statutes and has served as a critical tool in supporting local economic development activity. Forty-nine (49) completed/committed projects representing approximately \$133 million in direct investment have benefitted from the availability of enterprise zone benefits since 2016. The investment supported the creation of 560 new positions and the retention of more than 3,890 other employees.

In partnership with a land developer, DMH is requesting addition of properties to the existing Enterprise Zone (see previous request letter attached) to incorporate the construction of a 60,000-sq. ft., four-story medical office building, representing an investment of approximately \$16 million. It is expected that the construction of this facility will provide construction jobs

for local skilled trades people and will accommodate 90-100 employees after it opens. The building will house multiple medical specialties enabling DMH, one of the top 10 employers in Decatur, to attract and retain critical medical services. The amendment is critical due to the 5-year property tax abatement and the sales tax exemption on construction materials available in the Zone.

STAFF REFERENCE: Additional questions can be forwarded to Tim Gleason at 217-424-2801 (tgleason@decaturil.gov) or Raymond Lai at 217-424-2727 (rlai@decaturil.gov).

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Supporting Documentation	Backup Material

Resolution No 2018 - ____

**RESOLUTION ADDING TERRITORY TO THE DECATUR MACON COUNTY
ENTERPRISE ZONE
Decatur Memorial Hospital**

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

Section 1: That Resolution 2014-139, and the Decatur Macon County Enterprise Zone Intergovernmental Agreement, passed on the 1st day of December, 2014 be, and the same is hereby amended at Addendum A and Exhibit B thereof by adding to the end of said Exhibit the following:

Amendment 1

Exhibit A

Address: 2261 North Church Street

Parcel #: 04-12-03-430-018

Legal Description: LOT NINETEEN (19) OF STARBUCK AND THAIN'S ADDITION OF OUTLOTS TO THE CITY OF DECATUR, AS PER PLAT RECORDED IN BOOK 149, PAGE 37 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

Address: 2262 North Church Street

Parcel #: 04-12-03-431-006

Legal Description: LOT FORTY (40) OF BUTLER HEIGHTS, AN ADDITION TO THE CITY OF DECATUR, AS PER PLAT RECORDED IN BOOK 335, PAGE 610 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

Address: 2271 North Church Street

Parcel #: 04-12-03-430-017

Legal Description: LOT FORTY-SEVEN (47) OF BUTLER HEIGHTS, AN ADDITION TO THE CITY OF DECATUR, ILLINOIS, AS PER PLAT RECORDED IN BOOK 335, PAGE 610 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

Address: 2272 North Church Street

Parcel #: 04-12-03-431-005

Legal Description: LOT FORTY-ONE (41) OF BUTLER HEIGHTS, AN ADDITION TO THE CITY OF DECATUR, AS PER PLAT RECORDED IN BOOK 335, PAGE 610 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

Address: 2282 North Church Street

Parcel #: 04-12-03-431-004

Legal Description: LOT FORTY-TWO (42) OF BUTLER HEIGHTS, AN ADDITION TO THE CITY OF DECATUR, ILLINOIS, AS PER PLAT RECORDED IN BOOK 335, PAGE 610 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

Address: 2289 North Church Street

Parcel #: 04-12-03-430-016

Legal Description: LOT FORTY-SIX (46) OF BUTLER HEIGHTS, AN ADDITION TO THE CITY OF DECATUR, ILLINOIS AS PER PLAT RECORDED IN BOOK 335, PAGE 610 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

Address: 2292 North Church Street

Parcel #: 04-12-03-431-002

Legal Description: THE WEST 118 ½ FEET OF LOT FORTY-THREE (43) OF BUTLER HEIGHTS, AN ADDITION TO THE CITY OF DECATUR, ILLINOIS, AS PER PLAT RECORDED IN BOOK 335 PAGE 610 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

Address: 2297 North Church Street

Parcel #: 04-12-03-430-015

Legal Description: LOT FORTY-FIVE (45) OF BUTLER HEIGHTS, AN ADDITION TO THE CITY OF DECATUR, AS PER PLAT RECORDED IN BOOK 335, PAGE 610 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. (EXCEPT COAL AND OTHER MINERALS UNDERLYING THE SURFACE OF SAID LAND AND ALL RIGHTS AND EASEMENTS IN FAVOR OF THE ESTATE OF SAID COAL AND OTHER MINERALS). SITUATED IN MACON COUNTY, ILLINOIS.

Address: 2298 North Church Street

Parcel #: 04-12-03-431-001

Legal Description: LOT FORTY-FOUR (44) OF BUTLER HEIGHTS, AN ADDITION TO THE CITY OF DECATUR, ILLINOIS, AS PER PLAT RECORDED IN BOOK 335, PAGE 610 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, EXCEPT THE EAST 50 FEET THEREOF. SITUATED IN MACON COUNTY, ILLINOIS. THIS PARCEL IS CONNECTED TO THE EXISTING DECATUR-MACON COUNTY ENTERPRISE ZONE BY A 3-FOOT-WIDE CONNECTOR STRIP FROM THE NORTHWEST CORNER OF THE PARCEL MEETING THE SOUTHWEST CORNER OF PROPERTY IDENTIFIED BY PIN 04-12-03-426-010 WHICH IS CURRENTLY IN THE EXISTING ENTERPRISE ZONE

Address: 151 W Kenwood Ave

Parcel #: 04-12-03-431-003

Legal Description: THE EAST FIFTY (50) FEET OF LOTS FORTY-THREE (43) AND FORTY-FOUR (44) OF BUTLER HEIGHTS, AN ADDITION TO THE CITY OF DECATUR, ILLINOIS, AS PER PLAT RECORDED IN BOOK 335, PAGE 610 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

Address: 255 W Kenwood Ave

Parcel #: 04-12-03-430-026

Legal Description: LOT FIFTY (50) OF BUTLER HEIGHTS, AN ADDITION TO THE CITY OF DECATUR, ILLINOIS, AS PER PLAT RECORDED IN BOOK 335 PAGE 610 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, EXCEPT THE WEST 100 FEET THEREOF.

Address: 2298 N Union

Parcel #: 04-12-03-430-001

Legal Description: THE NORTH 2 FEET OF THE W 100 FEET OF LOT 49 AND THE WEST 100 FEET OF LOT FIFTY (50) OF BUTLER HEIGHTS, AN ADDITION TO THE CITY OF DECATUR, ILLINOIS, AS PER PLAT RECORDED IN BOOK 335, PAGE 610 OF THE RECORDS IN THE RECORDERS'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

Address: 2296 N Union

Parcel #: 04-12-03-430-003

Legal Description: THE WEST 100 FEET OF LOT FORTY-NINE (49) OF BUTLER HEIGHTS, AN ADDITION TO THE CITY OF DECATUR, AS PER PLAT RECORDED IN BOOK 335 PAGE 610 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS EXCEPT THE SOUTH 8 FEET AND EXCEPT ALSO THE NORTH 2 FEET THEREOF. SITUATED IN MACON COUNTY, ILLINOIS.

Address: 2294 N Union

Parcel #: 04-12-03-430-004

Legal Description: LOT FORTY-EIGHT (48) OF BUTLER HEIGHTS, AN ADDITION TO THE CITY OF DECATUR, ILLINOIS, AS PER PLAT RECORDED IN BOOK 335 ON PAGE 610 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, EXCEPT BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT, 109 FEET EAST OF THE NORTH WEST CORNER OF SAID LOT, THENCE SOUTH 9 FEET, THENCE EAST TO THE EAST LINE OF SAID LOT, THENCE NORTH TO THE NORTH EAST CORNER OF SAID LOT, THENCE WEST ALONG THE NORTH LINE OF SAID LOT TO THE PLACE OF BEGINNING.

ALSO, THE SOUTH 8 FEET OF THE WEST 100 FEET OF LOT FORTY-NINE (49) OF SAID ADDITION, AND

ALSO, THE SOUTH 9 FEET OF THE EAST 9 FEET OF THE WEST 109 FEET OF SAID LOT FORTY-NINE (49). (EXCEPT COAL AND OTHER MINERALS UNDERLYING THE SURFACE OF SAID LAND AND ALL RIGHTS AND EASEMENTS IN FAVOR OF THE ESTATE OF SAID COAL AND OTHER MINERALS.)

Address: 255 W. Kenwood Ave/B

Parcel #: 04-12-03-430-027

Legal Description: BEGINNING AT A POINT ON THE NORTH LINE OF LOT FORTY-EIGHT (48) OF BUTLER HEIGHTS, AN ADDITION TO THE CITY OF DECATUR, ILLINOIS, AS PER PLAT RECORDED IN BOOK 335 PAGE 610 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, 109 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT FORTY-EIGHT (48), THENCE SOUTH 9 FEET, THENCE EAST TO THE EAST LINE OF SAID LOT FORTY-EIGHT (48); THENCE NORTH 9 FEET TO THE NORTHEAST CORNER OF SAID LOT FORTY-EIGHT (48); THENCE WEST ALONG THE NORTH LINE OF SAID LOT FORTY-EIGHT (48) TO THE POINT OF BEGINNING; AND

LOTS FORTY-NINE (49) AND FIFTY (50) OF BUTLER HEIGHTS, AN ADDITION TO THE CITY OF DECATUR, ILLINOIS, AS PER PLAT RECORDED IN BOOK 335 PAGE 610 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, EXCEPT THE WEST 100 FEET THEREOF, AND EXCEPT BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT FORTY-NINE (49), SAID POINT BEING 100 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT FORTY-NINE (49); THENCE NORTH 9 FEET; THENCE EAST 9 FEET; THENCE SOUTH 9 FEET; THENCE WEST 9 FEET TO THE POINT OF BEGINNING, ALL OF THE ABOVE-DESCRIBED PROPERTY BEING IN MACON COUNTY, ILLINOIS.

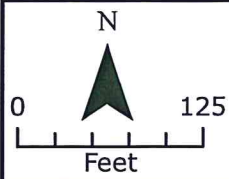
PRESENTED, PASSED, APPROVED AND RECORDED this 18th day of June 2018.

JULIE MOORE WOLFE – MAYOR

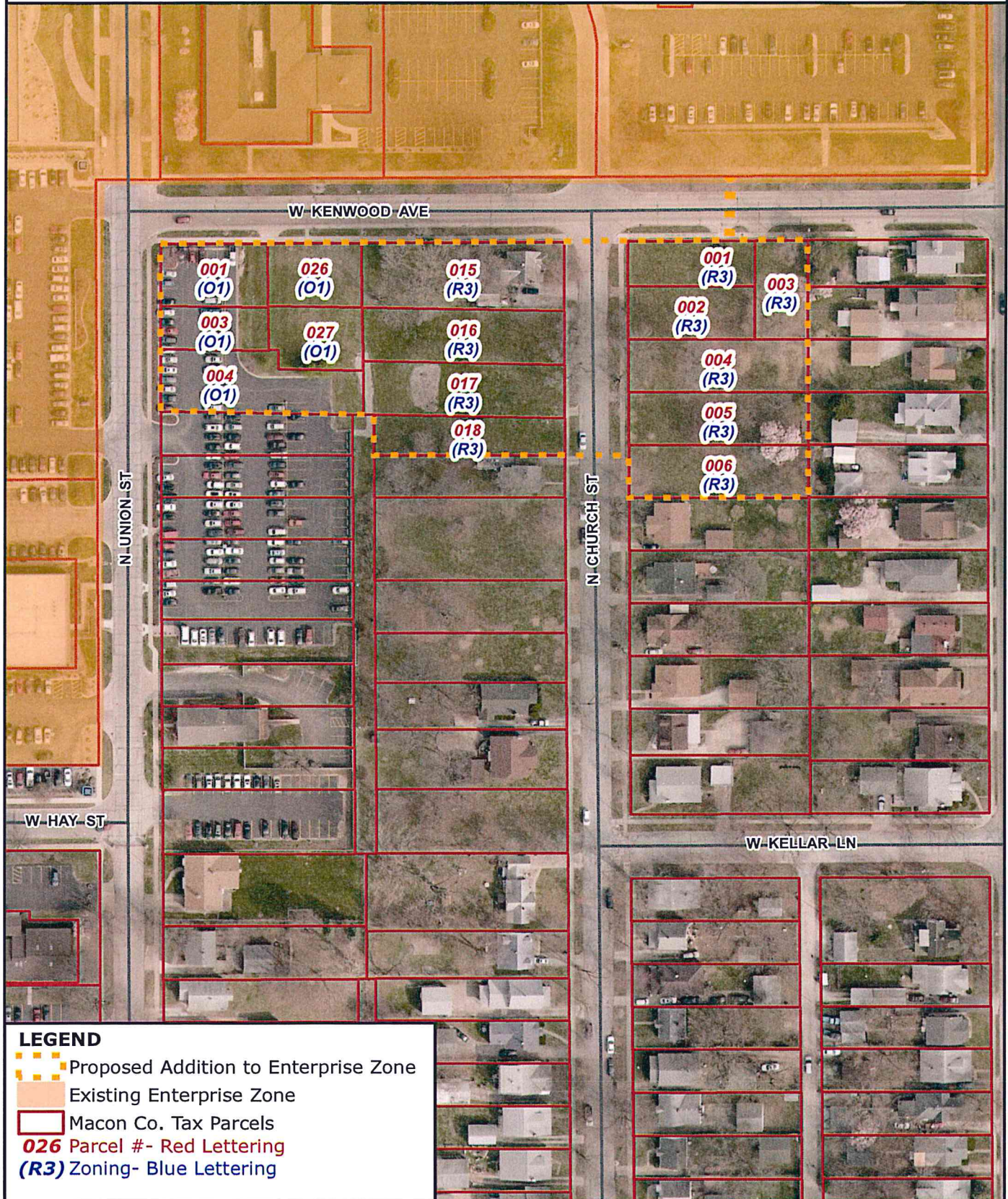
ATTEST:

DEBBIE BRIGHT – CITY CLERK

EXHIBIT B



PROPOSED ENTERPRISE ZONE ADDITION CITY OF DECATUR, IL



LEGEND

- Proposed Addition to Enterprise Zone
- Existing Enterprise Zone
- Macon Co. Tax Parcels
- 026** Parcel #- Red Lettering
- (R3)** Zoning- Blue Lettering

Address	Parcel ID #
2261 North Church St.	04-12-03-430-018
2262 North Church St.	04-12-03-431-006
2271 North Church St.	04-12-03-430-017
2272 North Church St.	04-12-03-431-005
2282 North Church St.	04-12-03-431-004
2289 North Church St.	04-12-03-430-016
2292 North Church St.	04-12-03-431-002
2297 North Church St.	04-12-03-430-015
2298 North Church St.	04-12-03-431-001
151 W. Kenwood Ave.	04-12-03-431-003
255 W. Kenwood Ave.	04-12-03-430-026
2298 North Union St.	04-12-03-430-001
2296 North Union St.	04-12-03-430-003
2294 North Union St.	04-12-03-430-004
255 W. Kenwood Ave./B	04-12-03-430-027



M A S T E R I N G M O D E R N

M E D I C I N E

January 18, 2018

Mr. Ryan McCrady

President

Economic Development Corporation of Decatur and Macon County

101 S. Main Street

Decatur, Illinois 62523

Dear Mr. McCrady:

Decatur Memorial Hospital in partnership with a land developer is pursuing the building of a 60,000 square foot, four story Medical Office Building at the corner of Kenwood and Church Streets due east of Decatur Memorial Hospital's main entrance. (See attachment for Parcel ID numbers).

Decatur Memorial Hospital plans to begin development on the area in the first half of calendar year 2018. The building will house multiple medical specialties enabling Decatur Memorial Hospital to attract and retain critical medical services.

Current estimated projects costs are approximately \$16 million dollars. Decatur Memorial Hospital intends on using local skilled trades to complete the project. DMH expects the facility to accommodate 90-100 employees. Decatur Memorial Hospital is requesting the assistance of the City of Decatur by including the proposed developed area into the enterprise zone.

Respectfully,

John W. Ridley

Executive Vice President and Chief Operating Officer

Decatur Memorial Hospital

City Clerk

DATE: 5/25/2018

MEMO: 2018-23

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Debbie Bright, City Clerk

SUBJECT: Resolution Authorizing Agreement for Lobbying Services - Curry and Associates L.L.C.

SUMMARY RECOMMENDATION: Staff recommends the approval of the Resolution Authorizing an Agreement for Lobbying Services between the City of Decatur and Curry and Associates L.L.C.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Lobbying Services Agreement	Backup Material

RESOLUTION NO. R2018-_____

**RESOLUTION AUTHORIZING AGREEMENT
FOR LOBBYING SERVICES
-CURRY AND ASSOCIATES L.L.C.-**

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

Section 1. That the Agreement presented to the City Council herewith between the City of Decatur and Curry and Associates L.L.C. for Lobbying Services be, and it is hereby, received, placed on file, and approved for a period ending June 30, 2019.

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

PRESENTED and ADOPTED this 18th day of June 2018.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

LOBBYING SERVICES AGREEMENT

This agreement entered into this 1st day of July, 2018 by and between CURRY & ASSOCIATES, L.L.C., (hereinafter referred to as "CURRY"), a government consulting firm located 4804 Fletcher Lane, Mt. Zion, Illinois 62549, and the City of Decatur (hereinafter referred to as "THE CLIENT"), located at One Gary K. Anderson Plaza, Decatur, Illinois 62523.

WITNESSETH:

1. This agreement shall be effective as of July 1, 2018 and shall continue in full force and effect through June 30, 2019, provided, however, either party may terminate this Agreement at any time without liability upon thirty (30) days' written notice. Notice shall be sent to the address contained for each party in this agreement.
2. CURRY, hereby agrees to perform some or all of the following services for THE CLIENT; review and monitor legislation before the Illinois General Assembly which it considered or is advised is of interest to THE CLIENT; represent THE CLIENT before the Illinois General Assembly with regard to legislation that is of interest to THE CLIENT; represent THE CLIENT with regard to matters with the Executive Branch and Agencies under the control of the Executive Branch; represent THE CLIENT with regard to matters before other state constitutional or regulatory offices; to meet with THE CLIENT'S assigned government affairs staff or legislative coordinator; and upon request, provide written reports of legislative activity.
3. CURRY, agrees to act only with confirmation and direction from THE CLIENT as to each lobbying activity. CURRY or THE CLIENT may suggest an area of lobby activity to be followed by appropriate confirmation from THE CLIENT.
4. For and in consideration of the above, THE CLIENT agrees to pay CURRY, a monthly retainer of \$2,500.00 per month. This retainer payment shall be due on the 15th day of each month and shall continue to be due of the same day of each subsequent month for the duration of the agreement. If payment is not received by the 30th day of the month, this agreement shall be considered null and void and CURRY shall not perform any further services on behalf of THE CLIENT until all retainer and expense payment have been paid in full.
5. It is understood and agreed that the compensation recited in section 4 includes usual and ordinary costs and expenses. If CURRY, determines that there is a need to incur extraordinary costs and expenses in the

performances of Services hereunder, then in that event THE CLIENT shall reimburse CURRY, for the same, provided the nature and amount and circumstance thereof are fully disclosed to and approved by THE CLIENT prior to the time the same are incurred, and upon receipt of a detailed accounting of all such extraordinary costs and expenses.

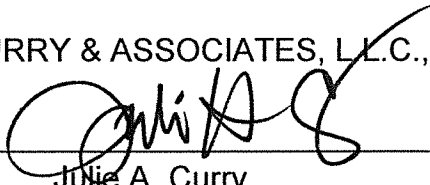
6. In the event that a possible conflict of interest arises at any time during the term of this Agreement between the interests of THE CLIENT and those of CURRY'S other clients, CURRY agrees to notify THE CLIENT thereof promptly and shall, if so directed by THE CLIENT, refrain from performing Services with respect to such area of conflicting interest.
7. CURRY and THE CLIENT agree to comply fully with all applicable federal, state and local laws regulating political and lobbying activities and each agrees to fully comply with all applicable laws, decrees, rules, regulations, orders, ordinances, actions and requests of any federal, state or local government or judicial body, agency or official pertaining to its performing services.
8. Upon execution of this agreement both parties agree to immediately comply with the Illinois Lobbyist Disclosure Act and register their respective companies/organizations with the Illinois Secretary of State Index Department.
9. CURRY, will assume full responsibility for and shall indemnify and hold harmless THE CLIENT from and against any and all losses, claims, liabilities, penalties, fines, causes of action, damages, costs and expenses arising out of or resulting from any negligence or wrongful or willful misconduct on the part of CURRY, or any breach by CURRY, of any of the terms and provisions of this Agreement.
10. THE CLIENT will assume full responsibility for and shall indemnify and hold harmless CURRY, from and against any and all losses, claims, liabilities, penalties, fines, causes of action, damages, costs and expenses arising out of or resulting from any negligence or wrongful or willful misconduct on the part of THE CLIENT or any breach by THE CLIENT of any of the terms and provisions of this agreement.
11. Inasmuch as in the rendering of Services hereunder, CURRY may acquire confidential information and data concerning the business and operations of,

or belonging to THE CLIENT, and additional information and data will be made available to or developed by CURRY agrees to treat and maintain all such information and data as THE CLIENT'S confidential property and not to divulge it to others at any time or use it for private purposes or otherwise, except as such use or disclosure may be required in connection with performance of the services or as may be consented to by THE CLIENT unless and until such information becomes a part of the public domain or CURRY, legally acquires such information without restriction on disclosure from sources other THE CLIENT or other companies with whom THE CLIENT has a business relationship.

12. CURRY is and shall act as an independent contractor in performing Service hereunder.
13. This Agreement shall be personal to the parties hereto and no party shall (by operation of law or otherwise) transfer or assign its rights or delegate its performance hereunder; and any such transfer, assignment or delegation shall be void and of no effect, unless said transfer or assignment is agreed to by both parties.
14. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to principles respecting conflicts of laws.
15. This document constitutes the entire agreement between the parties hereto.

In Witness Whereof, the parties have duly executed this Agreement as of the date first above written.

CURRY & ASSOCIATES, L.L.C.,

By 
Julie A. Curry
President & CEO
4804 Fletcher Lane
Mt. Zion, Illinois 62549

THE CITY OF DECATUR

By _____
Tim Gleason
City Manager
One Gary K. Anderson Plaza
Decatur, Illinois 62523

ATTEST:

City Clerk

Police Department

DATE: 6/18/2018

MEMO: 18-19

TO: The Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Timothy A. Gleason, City Manager
James E. Getz Jr., Chief of Police

SUBJECT: Grant Farm Law Enforcement Training Center Use Agreement

SUMMARY RECOMMENDATION: City Staff recommends that City Council approve the attached resolution authorizing the Decatur Police Department to use the Grant Farm Law Enforcement Training Center.

BACKGROUND: The County of Macon has relinquished managerial control of the Grant Farm Law Enforcement Training Center to the newly established Macon County Public Safety Training Foundation. The facility offers training opportunities to the Decatur Police Department. The Decatur Police also assists in the training of several K-9 training classes throughout the year. This agreement allows the Decatur Police Department to continue to use the training facility.

PRIOR COUNCIL ACTION: None

POTENTIAL OBJECTIONS: None Anticipated

STAFF REFERENCE: James E. Getz Jr., Chief of Police

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Grant Farm Law Enforcement Training Center Use Agreement	Exhibit

RESOLUTION NO. R2018-_____

**RESOLUTION AUTHORIZING THE MACON COUNTY PUBLIC SAFETY TRAINING
FOUNDATION AND THE CITY OF DECATUR, ILLINOIS AGREEMENT FOR THE
USE OF GRANT FARM LAW ENFORCEMENT TRAINING CENTER BY THE
DECATUR POLICE DEPARTMENT**

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

Section 1. That the Use Agreement presented herewith with the Macon County Public Safety Training Foundation allowing the Decatur Police Department to train at Grant Farms located at 1925 Heritage Road, Decatur, Illinois, and the same is hereby, received, placed on file and approved.

Section 2. That the City Manager or his designee be, and they are hereby, authorized and directed to execute said Use Agreement on behalf of the City of Decatur to the Macon County Public Safety Training Foundation.

PRESENTED and ADOPTED this Eighteenth day of June 2018.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

**AGREEMENT BETWEEN THE MACON COUNTY PUBLIC SAFETY TRAINING
FOUNDATION AND THE
CITY OF DECATUR, ILLINOIS, ACTING BY AND THROUGH THE POLICE
DEPARTMENT, FOR USE OF THE GRANT FARM
LAW ENFORCEMENT TRAINING CENTER**

This Agreement (“**Agreement**”) is made by THE MACON COUNTY PUBLIC SAFETY TRAINING FOUNDATION, a not-for-profit corporation (the “**Foundation**”), and THE CITY OF DECATUR, ILLINOIS, a body politic and corporate under the laws of the State of Illinois, acting by and through the Police Department (the “**City**” or the “**Police Department**”), with reference to the following facts, and subject to the following terms and conditions:

RECITALS

- A. The Foundation owns the Grant Farm Law Enforcement Training Center located at 1925 Heritage Road, Decatur, Illinois (the “**Facility**”).
- B. The Foundation now desires to allow certain units of the Police Department to use the Facility, subject at all times to the terms and conditions of this Agreement.

ARTICLE ONE – GENERAL TERMS

- A. In consideration for the City’s covenants hereinafter expressed and made, the Foundation grants to the Police Department non-exclusive access to and use of the Facility on days exclusively determined by the Foundation.
- B. The City agrees that the Foundation shall maintain control of the Facility and further agrees to abide by the Foundation’s operational rules for the Facility, which rules and subsequent amendments shall be provided by the Range Master to the Police Department personnel utilizing the Facility.

ARTICLE TWO – PARTICULAR TERMS AND CONDITIONS

- A. The Facility is available to the City only for tactical training of law enforcement officers employed by the Police Department, and specifically only for use by officers in the ERT, Street Crimes, and K-9 units.
- B. The Facility may be scheduled by Police Department personnel by contacting the Foundation’s Range Master for available dates.
- C. The Police Department acknowledges that other parties, including personnel of the Macon County Sheriff’s Office, Illinois State Police, Macon County Law Enforcement Training Center, National Criminal Enforcement Association, and the FBI will be using the Facility from time to time.

D. Police Department personnel shall use personal safety equipment, to include but not limited to, hearing and eye protection and body armor, at all times when training at the Facility.

E. NO LIVE AMMUNITION WILL BE USED IN THE FACILITY.

F. For all training and uses, no more than fifteen (15) individuals may be operating at the Grant Farm at any one time.

G. Decatur Police Department will provide Officer Lerner to conduct K-9 Training, K-9 certification, and K-9 recertification for up to six (6) months per year through 2021. If the agreement with Officer Lerner is terminated, it will not affect any other portion of this agreement.

ARTICLE THREE – LIMITATIONS

The nature of this grant is a license. This Agreement is not assignable or otherwise transferable. As part of the consideration of the Foundation entering into this Agreement, the City agrees that the Decatur City Council shall first pass a resolution whereby the City approves the terms of this Agreement and fully indemnifies the Foundation, as more fully set forth below, which obligations shall survive the termination or expiration of this Agreement.

ARTICLE FOUR – LIABILITY

The City agrees to assume liability for any loss, cost, claims, demands, damage and/or expense arising out of any demand, claim, suit or judgment for damages to property arising from the acts or omissions of any Police Department personnel related to the City's use of the Facility, including tortious acts of omissions resulting in injury to or death of persons, including the officers, agents and employees of either party herein.

Notwithstanding the indemnity obligations contained herein or assumed by this Agreement, the City has no liability, and shall not be responsible to indemnify any party, for any demand, claim, suit or judgment arising out of the acts or omissions of the Foundation or their respective employees, agents, and contractors.

ARTICLE FIVE – TERMINATION

This initial Agreement is effective upon the last to occur of the City passing its approving resolutions, and shall end on the last day of the twelfth full calendar month falling after such commencement. This Agreement shall automatically be renewed thereafter for successive twelve-month periods, provided that this Agreement may be terminated by either party hereto at any time, by giving thirty (30) days prior written notice to the other party at the address shown on the signature page.

ARTICLE SIX – ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the Foundation and the City as to the Facility and the matters set forth herein.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

FOUNDATION:

CITY:

THE MACON COUNTY PUBLIC SAFETY
TRAINING FOUNDATION

THE CITY OF DECATUR

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

The Macon County Public Safety Training
Foundation
333 S. Franklin Street
Decatur, Illinois

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

Police Department

DATE: 6/8/2018

MEMO: 18-21

TO: The Honorable, Mayor Julie Moore Wolfe and City Council Members

FROM: Timothy A. Gleason, City Manager
James E. Getz Jr., Chief of Police

SUBJECT:

The purpose of this memorandum is to request the expenditure of funds to Superion, LLC, for the OSSI annual service agreement.

SUMMARY RECOMMENDATION:

It would be the recommendation of staff that the annual Superion-OSSI maintenance agreement, at a total cost of \$64,560.72, be paid. The agreement would be paid out according to the Intergovernmental Agreement currently in place, as follows: \$51,061.07 from Decatur Police Department line item and \$1,962.65 from Decatur Fire Department line item. The Decatur Police Department will then receive contractual reimbursement from Macon County in the amount of \$10,097.30 and from the Village of Mt. Zion in the amount of \$1,439.70, for their respective contractual percentage shares.

BACKGROUND:

The City of Decatur signed an annual maintenance agreement with SunGard Public Sector Inc. in October 2011. The agreement is renewed each year. The last renewal period was approved on June 5, 2017 for the commencement date of June 1, 2017 and expiring on May 31, 2018. SunGard Public Sector Inc. was acquired by, and is currently operated by, Superion LLC. The Superion Maintenance agreement provides service and maintenance to the baseline software identified in Exhibit 1 of the software maintenance agreement. The contract now needs renewed for the periods covering June 1, 2018 through May 31, 2019.

PRIOR COUNCIL ACTION:

Prior Council action has approved similar requests for prior years. Renewal in 2017 was approved under Council Resolution R2017-75.

POTENTIAL OBJECTIONS: No objections are anticipated.

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: James E. Getz Jr., Chief of Police, 474-2745, jgetzjr@decaturil.gov, and Shane G. Brandel, Deputy Chief of Police, 424-2740, sbrandel@decaturil.gov

BUDGET/TIME IMPLICATIONS:
The costs for this renewal have been budgeted in the 2018 fiscal year.

ATTACHMENTS:

Description	Type
Resolution Letter	Resolution Letter
2018 Invoice	Backup Material
OSSI Maintenance Agreement	Backup Material
OSSI Software License and Services Agreement	Backup Material
OSSI Intergovernmental Agreement	Backup Material
CIRDC-City OSSI Agreement	Backup Material
OSSI Agreement User Fees	Backup Material

RESOLUTION NO. R2018-_____

**RESOLUTION AUTHORIZING ANNUAL SERVICE
AGREEMENT WITH SUPERION, LLC – OSSI
DECATUR POLICE DEPARTMENT**

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

Section 1. That the invoice presented to the City Council herewith with Superion, LLC regarding OSSI (OneSolution) Software Annual Maintenance for the Decatur Police Department communications be, and the same is hereby, received, placed on file and approved.

Section 2. That the City Manager or his designee be, and they are hereby, authorized and directed to execute said Purchase Order on behalf of the City of Decatur to Superion, LLC in an amount not to exceed \$64,560.72 for the period of June 1, 2018 and expiring May 31, 2019.

PRESENTED and ADOPTED this Eighteenth day of June, 2018.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK



1000 Business Center Drive
Lake Mary, FL 32746
www.Superion.com
Toll free 800-727-8088

Invoice

Invoice No
209082

Date
5/29/2018

Page
1 of 4

Billing Inquiries: Accounts.Receivable@Superion.com

Bill To

City of Decatur, IL (OSSI)
Attn Accounts Payable
Police Dept.
707 South Side Drive
DECATUR IL 62521-4021
United States

Ship To

City of Decatur, IL (OSSI)
Attn Accounts Payable
Police Dept.
707 South Side Drive
DECATUR IL 62521-4021
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
4154	Decatur Police Department		USD	Net 30	6/28/2018

	Description	Units	Rate	Extended
Contract No. 111267				
1	ONESolution Police-to-Police - Annual Subscription Fee OSSI Police to Police Annual Subscription Fee Maintenance: Start:6/1/2018, End: 5/31/2019	1	\$0.00	\$0.00
2	ONESolution CAD to ACS FIREHOUSE RMS Interface - Annual Maintenance Fee OSSI Firehouse RMS Interface Maintenance: Start:6/1/2018, End: 5/31/2019	1	\$1,193.36	\$1,193.36
3	ONESolution CAD Resource Monitor Display License With Maps - Annual Maintenance Fee OSSI CAD Resource Monitor Display License with Maps Client Maintenance: Start:6/1/2018, End: 5/31/2019	2	\$325.47	\$650.94
4	ONESolution Mobile Server Software - Annual Maintenance Fee OSSI Base Mobile Server Software Client - Up to 75 Workstations Maintenance: Start:6/1/2018, End: 5/31/2019	1	\$5,966.82	\$5,966.82
5	ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee OSSI MCT Client for Digital Dispatch Maintenance: Start:6/1/2018, End: 5/31/2019	65	\$191.90	\$12,473.37
6	ONESolution Mobile Field Reporting Server - Annual Maintenance Fee OSSI Review Module for Field Reporting Up to 75 Workstations Maintenance: Start:6/1/2018, End: 5/31/2019	1	\$4,339.50	\$4,339.50
7	ONESolution MFR Client - Annual Maintenance Fee ONESolution MFR Client Maintenance: Start:6/1/2018, End: 5/31/2019	55	\$191.90	\$10,554.39
8	ONESolution MCT Client-MAPS - Annual Maintenance Fee OSSI Mobile Client Maps Maintenance: Start:6/1/2018, End: 5/31/2019	65	\$38.58	\$2,507.51
9	ONESolution MFR Client-Accident Reporting - Annual Maintenance Fee OSSI - MFR Client - Accident Reporting Maintenance: Start:6/1/2018, End: 5/31/2019	55	\$96.44	\$5,304.34



1000 Business Center Drive
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Toll free 800-727-8088

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Page
2 of 4

Billing Inquiries: Accounts.Receivable@Superion.com

Bill To

City of Decatur, IL (OSSI)
Attn Accounts Payable
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DECATUR IL 62521-4021
United States

Ship To

City of Decatur, IL (OSSI)
Attn Accounts Payable
Police Dept.
707 South Side Drive
DECATUR IL 62521-4021
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
4154	Decatur Police Department		USD	Net 30	6/28/2018

	Description	Units	Rate	Extended
10	ONESolution MCT to ACS FIREHOUSE Interface - Annual Maintenance Fee OSSI - MCT Interface to Firehouse Maintenance: Start:6/1/2018, End: 5/31/2019	1	\$1,627.32	\$1,627.32
11	ONESolution MFR Client-MOBLAN Version - Annual Maintenance Fee OSSI - MFR Client - MOBLAN Version Maintenance: Start:6/1/2018, End: 5/31/2019	25	\$96.44	\$2,411.06
12	ONESolution MCT Client AVL License - Annual Maintenance Fee OSSI Client AVL Mobile License Maintenance: Start:6/1/2018, End: 5/31/2019	60	\$28.93	\$1,735.65
13	ONESolution MCT Client AVL License - Annual Maintenance Fee OSSI AVL Server Host License Maintenance: Start:6/1/2018, End: 5/31/2019	1	\$7,594.15	\$7,594.15
14	ONESolution RMS Map Display & Pin Mapping License - Annual Maintenance Fee OSSI RMS Map Display and Pin Mapping License - 75 Workstation Maintenance: Start:6/1/2018, End: 5/31/2019	1	\$2,893.00	\$2,893.00
15	ONESolution Crime Analysis - Annual Maintenance Fee OSSI Crime Analysis Module - Client License Maintenance: Start:6/1/2018, End: 5/31/2019	1	\$2,410.85	\$2,410.85
16	ONESolution Accident - Annual Maintenance Fee OSSI Basic Accident Module - 5 Workstation Maintenance: Start:6/1/2018, End: 5/31/2019	1	\$482.18	\$482.18
17	ONESolution Property & Evidence - Annual Maintenance Fee OSSI Property and Evidence Module - 5 Workstation Maintenance: Start:6/1/2018, End: 5/31/2019	1	\$1,060.78	\$1,060.78
18	ONESolution Barcoding Server License - Annual Maintenance Fee OSSI Bar Coding Server License - 5 Workstation Maintenance: Start:6/1/2018, End: 5/31/2019	1	\$482.18	\$482.18



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Lake Mary, FL 32746
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Invoice

Invoice No
209082

Date
5/29/2018

Page
3 of 4

Billing Inquiries: Accounts.Receivable@Superion.com

Bill To
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United States

Ship To
City of Decatur, IL (OSSI)
Attn Accounts Payable
Police Dept.
707 South Side Drive
DECATUR IL 62521-4021
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
4154	Decatur Police Department		USD	Net 30	6/28/2018

	Description	Units	Rate	Extended
19	ONESolution Barcoding Hand-Held Client License - Annual Maintenance Fee OSSI Bar Coding Hand-Held Client License (Each) Maintenance: Start:6/1/2018, End: 5/31/2019	5	\$307.61	\$1,538.04
20	ONESolution Notification - Annual Maintenance Fee OSSI Notification Module - 75 Workstation Maintenance: Start:6/1/2018, End: 5/31/2019	60	\$61.06	\$3,663.45
21	ONESolution Accident Wizard - Annual Maintenance Fee OSSI Accident Wizard Workstation License Client Maintenance: Start:6/1/2018, End: 5/31/2019	1	\$1,735.81	\$1,735.81
22	ONESolution Accident Wizard Base Server License - Annual Maintenance Fee OSSI Accident Wizard Base Server License Maintenance: Start:6/1/2018, End: 5/31/2019	1	\$964.33	\$964.33
23	ONESolution RMS OpCenter - Annual Maintenance Fee OSSI - OPS RMS Maintenance: Start:6/1/2018, End: 5/31/2019	1	\$4,821.67	\$4,821.67
24	ONESolution CAD OpCenter - Annual Maintenance Fee OSSI - OPS CAD Maintenance: Start:6/1/2018, End: 5/31/2019	1	\$4,821.67	\$4,821.67
25	ONESolution Police-to-Citizen - Annual Maintenance Fee OSSI Police to Citizen Maintenance: Start:6/1/2018, End: 5/31/2019	1	\$2,410.85	\$2,410.85
Contract No. 130321				
26	ONESolution Calls For Service - Annual Maintenance Fee OSSI Calls for Service Module Maintenance: Start:6/1/2018, End: 5/31/2019	1	\$146.86	\$146.86
Contract No. 141348				
27	ONESolution RMS-Laserfiche Integration - Annual Maintenance Fee OSSI - RMS Interface to Laserfiche Maintenance: Start:6/1/2018, End: 5/31/2019	1	\$891.16	\$891.16



1000 Business Center Drive
Lake Mary, FL 32746
www.Superion.com
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Billing Inquiries: Accounts.Receivable@Superion.com

Invoice

Invoice No
209082

Date
5/29/2018

Page
4 of 4

Bill To

City of Decatur, IL (OSSI)
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United States

Ship To

City of Decatur, IL (OSSI)
Attn Accounts Payable
Police Dept.
707 South Side Drive
DECATUR IL 62521-4021
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
4154	Decatur Police Department		USD	Net 30	6/28/2018

	Description	Units	Rate	Extended
Contract No. 150556				
28	ONESolution Document Scanning and Storage - Annual Maintenance Fee OSSI Document Scanning and Storage-5 Workstations Maintenance: Start:6/1/2018, End: 5/31/2019	1	\$882.50	\$882.50
Contract No. 160033				
29	ONESolution Link Analysis - Annual Maintenance Fee OSSI - Link Analysis Module Maintenance: Start:6/1/2018, End: 5/31/2019	1	\$957.60	\$957.60
30	ONESolution Gang - Annual Maintenance Fee Gang Tracking Module Maintenance: Start:6/1/2018, End: 5/31/2019	1	\$0.00	\$0.00
31	ONESolution Crime Analysis Plus - Annual Maintenance Fee Crime Analysis PlusNet Module Maintenance: Start:6/1/2018, End: 5/31/2019	1	\$957.60	\$957.60

Please make remittance payable to Superion, LLC

ACH / EFT:

Routing Number 0710-000-39
Account Number 81880-15335
Bank of America (Phone 800-432-1000)
E-mail payment details to: Accounts.Receivable@superion.com

Check:

12709 Collection Center Drive
Chicago, IL 60693

Subtotal \$87,478.94

Tax \$0.00

Invoice Total \$87,478.94

Payments Applied \$22,918.22

Balance Due **\$64,560.72**

SOFTWARE MAINTENANCE AGREEMENT

BETWEEN

SunGard Public Sector Inc.
a Florida corporation
with headquarters at:
1000 Business Center Drive
Lake Mary, FL 32746

("SunGard Public Sector")

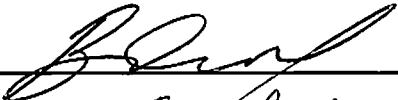
AND

City of Decatur
333 S. Franklin Street
Decatur, IL 62523

(for purposes of this Agreement, "Customer")

By the signatures of their duly authorized representatives below, SunGard Public Sector and Customer, intending to be legally bound, agree to all of the provisions of this Agreement and all Exhibits, Supplements, Schedules, Appendices, and/or Addenda to this Agreement.

City of Decatur

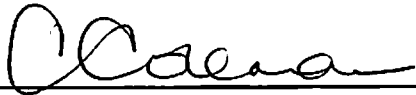
BY: 

PRINT NAME: Ryan P. McCrady

PRINT TITLE: CITY MANAGER

DATE SIGNED: 10/24/11

SunGard Public Sector Inc.

BY: 

Christian Coleman
PRINT NAME VP and Controller, SunGard Public Sector Inc
AND TITLE: _____

DATE SIGNED: October 21, 2011

THIS AGREEMENT is entered into between SunGard Public Sector and Customer on the Execution Date.

SunGard Public Sector and Customer have entered into a Software License and Services Agreement dated as of the Execution Date (the "License Agreement") for the Software. Customer desires that SunGard Public Sector provide Maintenance and Enhancements for and new releases of the Baseline Software identified in Exhibit 1 on the terms and conditions contained in this Agreement, and for the Custom Modifications identified in Exhibit 1 on the terms and conditions of this Agreement. Accordingly, the parties agree as follows:

1. Incorporation By Reference. Sections 1 (Definitions), 8 (Confidential Information) and 11 through 15, inclusive (Notices, Force Majeure, Assignment, No Waiver and Choice of Law; Severability, respectively) of the License Agreement are incorporated into this Agreement by this reference as fully as if written out below. If any provision incorporated by reference from the License Agreement conflicts with any provision of this Agreement, the provision of this Agreement will control.

2. Additional Definitions.

"Commencement Date" means the date specified in Exhibit 1 as the "Commencement Date."

"Contract Year" means, with respect to each Baseline Component System and Custom Modification, each one (1) year period beginning on the Commencement Date or the anniversary thereof, and ending one (1) year thereafter.

"Custom Modification" means a change that SunGard Public Sector has made at Customer's request to any Component System in accordance with a SunGard Public Sector-generated specification, but without any other changes whatsoever by any person or entity. Each Custom Modification for which SunGard Public Sector will provide Customer with Improvements is identified in Exhibit 1.

"Defect" has the meaning ascribed to that term in the License Agreement, and further, with regard to each Custom Modification, means a material deviation between the Custom Modification and the SunGard Public Sector-generated specification and documentation for such Custom Modification, and for which Defect Customer has given SunGard Public Sector

enough information to enable SunGard Public Sector to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under SunGard Public Sector's control.

"Enhancements" means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.

"Improvements" means, collectively, Maintenance, Enhancements and New Releases provided under this Agreement.

"Maintenance" means using reasonable efforts to provide Customer with avoidance procedures for or corrections of Defects. The hours during which Maintenance will be provided for each Component System, the targeted response times for certain defined categories of Maintenance calls for each Component System and Custom Modification, and other details and procedures (collectively, the "Maintenance Standards") relating to the provision of Maintenance for each Component System and Custom Modification are described in attached Exhibit 2.

"New Releases" means new editions of a Baseline Component System or Custom Modification, as applicable.

"Notification" means a communication to SunGard Public Sector's help desk by means of: (i) SunGard Public Sector's web helpline; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with SunGard Public Sector's then-current policies and procedures for submitting such communications.

3. Services.

(a) Types of Services. During the term of this Agreement, SunGard Public Sector will provide Customer with Maintenance for, Enhancements of, and New Releases of each Baseline Component

System and each Custom Modification identified in Exhibit 1.

(b) Limitations. All Improvements will be part of the applicable Baseline Component System/Custom Modification, and will be subject to all of the terms and conditions of the License Agreement and this Agreement. SunGard Public Sector's obligation to provide Customer with Improvements for Baseline Component Systems owned by parties other than SunGard Public Sector is limited to providing Customer with the Improvements that the applicable third party owner provides to SunGard Public Sector for that Baseline Component System. Customer must provide SunGard Public Sector with such facilities, equipment and support as are reasonably necessary for SunGard Public Sector to perform its obligations under this Agreement, including remote access to the Equipment.

4. Payment and Taxes.

(a) Maintenance Fees. For the Improvements, Customer will pay SunGard Public Sector the amount provided for in Exhibit 1 as the "Payment Amount" for the first Contract Year. For each Contract Year subsequent to the initial Contract Year, SunGard Public Sector reserves the right to increase the Improvements fees. Fees for Improvements for a Baseline Component System/Custom Modification are due on the first day of the first month of the Contract Year for that Baseline Component System/Custom Modification.

(b) Additional Costs. Customer will also reimburse SunGard Public Sector for actual travel and living expenses that SunGard Public Sector incurs in providing Customer with Improvements under this Agreement, with reimbursement to be on an as-incurred basis. Such travel and living expenses will be governed by SunGard Public Sector's Corporate Travel and Expense Reimbursement Policy, will be invoiced on a monthly basis in arrears and due within thirty (30) days from the date of invoice. Customer will also reimburse SunGard Public Sector for all charges incurred in connection with accessing Equipment.

(c) Taxes. Customer is responsible for paying all taxes (except for taxes based on SunGard Public Sector's net income or capital stock) relating to this Agreement, the

Improvements, any services provided or payments made under this Agreement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide SunGard Public Sector with a valid tax exemption certificate; otherwise, absent proof of Customer's direct payment of such tax amounts to the applicable taxing authority, SunGard Public Sector will invoice Customer for and Customer will pay to SunGard Public Sector all such tax amounts.

(d) Late Charges. Customer will pay each SunGard Public Sector invoice by no later than thirty (30) days after receipt. Late payments are subject to a late charge equal to the lesser of: (i) the prime lending rate established from time to time by Citizens Bank, Philadelphia, Pennsylvania plus three percent (3%); or (ii) the highest rate permitted by applicable law.

5. Term. This Agreement will remain in full force and effect throughout the initial Contract Year. After the initial Contract Year, this Agreement will renew for an additional Contract Year unless, at least six (6) months prior to the expiration of the initial Contract Year, Customer notifies SunGard Public Sector in writing of Customer's intent not to renew the Agreement for the second Contract Year. After the second Contract Year, this Agreement will automatically be extended for consecutive Contract Years on a year-to-year basis unless either party notifies the other in writing of its intent not to extend this Agreement for any particular Baseline Component System/Custom Modification at least six (6) months prior to the expiration of the then-current Contract Year.

6. Disclaimer of Warranties. Customer agrees and understands that **SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY IMPROVEMENTS AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, SUNGARD PUBLIC SECTOR EXPRESSLY DOES NOT WARRANT THAT A COMPONENT SYSTEM, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE COMPONENT SYSTEM OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN SUNGARD PUBLIC SECTOR, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR**

SOFTWARE OTHER THAN THE EQUIPMENT.

7. Termination. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, then the party seeking to terminate this Agreement can effect such termination by providing the other party with a termination notice that specifies the effective date of such termination. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

8. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR. SUNGARD PUBLIC SECTOR'S LIABILITY IN CONNECTION WITH THE IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES THAT CUSTOMER ACTUALLY PAID TO SUNGARD PUBLIC SECTOR FOR THE

IMPROVEMENTS FOR THE YEAR THAT SUCH LIABILITY ARISES.

(b) EXCLUSION OF DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUNGARD PUBLIC SECTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(c) BASIS OF THE BARGAIN. CUSTOMER ACKNOWLEDGES THAT SUNGARD PUBLIC SECTOR HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

9. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Customer in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

EXHIBIT 1

Customer: City of Decatur, IL

Commencement Date: June 1, 2012

The "Initial Payment Amount" in the table below represents the Improvements fee for the initial Contract Year.

Qty	Part #	Component System	Initial Payment Amount	Support Type
		CAD		
1	CAD-T3	BASE COMPUTER AIDED DISPATCH SYSTEM TIER-3	\$ 12,519.00	7x24
1	CAD-E911	E911 INTERFACE MODULE	990.00	7x24
1	CAD-MAP	FIRST CAD MAP DISPLAY AND MAP MAINTENANCE SOFTWARE LICENSE	990.00	7x24
7	CAD-MAPD	ADDITIONAL CAD MAP DISPLAY LICENSE	2,520.00	7x24
4	CAD-CON	ADDITIONAL CAD CONSOLE LICENSE	2,808.00	7x24
8	MCT-MIS	LAN CLIENT LICENSE FOR MESSAGE SWITCH	432.00	7x24
1	CAD-INT-PVI	CAD INTERFACE TO PICTOMETRY VISUAL INTELLIGENCE	1,350.00	7x24
1	MCT-SWI	STATE/NCIC MESSAGING SOFTWARE	3,600.00	7x24
1	CAD-MJ	MULTI-JURISDICTIONAL DISPATCH OPTION	720.00	7x24
1	CAD-FIREHOUSE	FIREHOUSE RMS INTERFACE	990.00	7x24
2	CAD-MRM	CAD RESOURCE MONITOR DISPLAY LICENSE WITH MAPS	540.00	7x24
		MCT		
1	MCT-BMS-T3	BASE MOBILE SERVER SOFTWARE UP TO 75 WORKSTATIONS	4,950.00	7x24
65	MCT-CLIENT	MCT CLIENT - DIGITAL DISPATCH	10,348.00	5x11
1	MCT-MFR-REV-T3	REVIEW MODULE FOR FIELD REPORTING UP TO 75 WORKSTATIONS	3,600.00	5x11
55	MCT-MFR-OFF	MFR CLIENT - BASE INCIDENT/OFFENSE	8,756.00	5x11
65	MCT-MAP	MCT CLIENT - MAPS	2,080.00	5x11
55	MCT-MFR-ACC	MFR CLIENT - ACCIDENT REPORTING	4,400.00	5x11
1	MCT-INT-FHS	MCT INTERFACE TO FIREHOUSE	1,350.00	7x24
25	MCT-MFR-MBLN-CLIENT	MFR CLIENT- MOBLAN VERSION	2,000.00	5x11
		AVL		
60	MCT-AVL-CLIENT	MCT CLIENT - AVL	1,440.00	5x11
1	MCT-AVL-HOST	AVL SERVER HOST LICENSE	6,300.00	7x24
8	MCT-AVL-CAD	CAD CLIENT AVL LICENSE	2,880.00	7x24
		RMS		
1	RMS-BASE-75	BASE RECORDS MANAGEMENT SYSTEM - 75 WORKSTATION	17,360.00	5x11
1	RMS-MJ	MULTI-JURISDICTIONAL RMS OPTION	880.00	5x11
1	RMS-MAP-75	RMS MAP DISPLAY AND PIN MAPPING LICENSE - 75 WORKSTATION	2,400.00	5x11
1	RMS-CA	CRIME ANALYSIS MODULE	2,000.00	5x11
1	RMS-ACCIDENT-5	BASIC ACCIDENT MODULE - 5 WORKSTATION	400.00	5x11
1	RMS-P&E-5	PROPERTY AND EVIDENCE MODULE - 5 WORKSTATION	880.00	5x11
1	RMS-BAR HOST-5	BAR CODING SERVER LICENSE - 5 WORKSTATION	400.00	5x11
5	RMS-BAR-CLIENT	BAR CODING HAND-HELD CLIENT LICENSE (EACH)	1,276.00	5x11
60	RMS-NTF-75	NOTIFICATION MODULE - 75 WORKSTATION	3,040.00	5x11
1	RMS-WIZ-CLIENT	ACCIDENT WIZARD WORKSTATION LICENSE	1,440.00	5x11
1	RMS-WIZ-BASE	ACCIDENT WIZARD BASE SERVER LICENSE	800.00	5x11
		WEB BASED APPLICATIONS		
1	INT-OPSRMS	OPS RMS	4,000.00	5x11
1	INT-OPSCAD	OPS CAD	4,000.00	5x11
1	RMS-P2P	POLICE TO POLICE INTERNET DATA SHARING	0.00	5x11
1	INT-P2C	POLICE 2 CITIZEN	2,000.00	5x11
		CUSTOM MODIFICATIONS		
1	RMS-CUST-MOD	RMS CUSTOM MODIFICATIONS - ACCIDENT SUBMISSION INTERFACE FOR ILLINOIS	800.00	5x11
		PAYMENT AMOUNT (Initial Contract Year)	\$ 117,239.00	

Improvements fees are due thirty (30) days prior to the commencement of the Contract Year for which such fees are being remitted. Improvement fees for any Contract Year subsequent to the initial full Contract Year are subject to change and will be specified by SunGard Public Sector in an annual invoice.

APPLICABLE TAXES ARE NOT INCLUDED IN THIS EXHIBIT 1, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.

Improvements Surcharge Imposed In Certain Instances: At the commencement of any Contract Year where Customer is operating on a version of a Baseline Component System that is more than two (2) general release versions behind the then-current release for any Component System, SunGard Public

Sector will assess a ten percent (10%) surcharge over and above the Improvements fee for that Contract Year, with such surcharge to be imposed on a prorated basis for the portion of the Contract Year that Customer remains on a general release version that is more than two (2) releases behind the then-current release of the Component Systems in question. Once Customer is using a release that is no more than two (2) general release versions behind the then-current release, the Improvements surcharge will be removed on a prospective basis, as of the date that Customer is using the release that is no more than two (2) general release versions behind the then-current release.

NOTE:

Customer and SunGard Public Sector are parties to a separate written agreement ("Legacy Agreement") under which SunGard Public Sector is providing Customer with maintenance and support services for SunGard Public Sector's HTE brand software system ("Legacy Software"). SunGard Public Sector will continue to provide Customer with maintenance and support services for the Legacy Software in accordance with the terms of and for the fees specified in the Legacy Agreement through the expiration of the one year period that is in effect as of the Execution Date ("Current Legacy Period"). June 1, 2012 will be the "Commencement Date" for purposes of this Agreement. Customer's maintenance subscription for the Legacy Software will not renew under the Legacy Agreement for any period after the expiration of the Current Legacy Period.

If, during the time in question, Customer is paying for and receiving Improvements for the Baseline Component Systems identified above under this Agreement, then, at the expiration of the Current Legacy Period, SunGard Public Sector will also provide Customer with Defect corrections and avoidance procedures (but not with New Releases of and Enhancements) for the Legacy Software pursuant to this Agreement, at no additional fee, until the earlier of: (a) three (3) years following the expiration of the Current Legacy Period; or (b) the date that Customer begins using all of the Component Systems identified in the table above in a production mode.

The pricing provided for above is conditioned upon Customer paying for maintenance and support for the Legacy Software through the expiration of the Current Legacy Period. For the period from the Execution Date through the Commencement Date, SunGard Public Sector will provide Customer with Improvements for the Baseline Component Systems and Baseline Customizations identified in the table above in consideration of Customer's payment of the maintenance and support fees for the Legacy Software through the expiration of the Current Legacy Period.

Notwithstanding anything to the contrary, Customer shall continue to be responsible for payment of charges associated with third party products (QRep Web Anonymous, VeriSign Digital Certificate, ACOM) until receipt of effective written notice of termination for the subsequent term.

EXHIBIT 2 Maintenance Standards

- I. **Hours During Which SunGard Public Sector's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance:** Unless otherwise noted in Exhibit 1, support hours are Monday through Friday, 7:00 A.M. to 6:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x11").
- II. **Targeted Response Times.** With respect to SunGard Public Sector's Maintenance obligations, SunGard Public Sector will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Baseline Component Systems/Custom Modifications identified in Exhibit 1 of this Agreement in accordance with the following guidelines with the time period to be measured beginning with the first applicable SunGard Public Sector "Telephone Support" hour occurring after SunGard Public Sector's receipt of the Notification:

Priority	Description	Response Goal*	Resolution Goal*
Urgent 1	A support issue shall be considered Urgent when it produces a Total System Failure; meaning SunGard Public Sector's Component Systems are not performing a process that has caused a complete work stoppage.	SunGard Public Sector has a stated goal to respond within 60 minutes of the issue being reported and have a resolution plan within 24 hours.	Although resolution times vary depending on the exact issue and customer environment, SunGard Public Sector has a stated goal to resolve an urgent issue within 24 hours OR provide a resolution plan with urgent issues within 24 hours of the issue being reported. A resolution plan details the steps necessary to understand and possibly resolve the issue.
Critical 2	A support issue shall be considered Critical when a critical failure in operations occurs; meaning SunGard Public Sector's Component Systems are not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	SunGard Public Sector has a stated goal to respond within two hours of the issue being reported.	
Non-Critical 3	A support issue shall be considered Non-Critical when a non critical failure in operations occurs; meaning SunGard Public Sector's Component Systems are not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	SunGard Public Sector has a stated goal to respond within four hours of the issue being reported.	
Minor 4	A support issue will be considered Minor when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	SunGard Public Sector has a stated goal to respond within 24 hours of the issue being reported.	

** Measured from the moment a Case number is created. As used herein a "Case number" is created when a) SunGard Public Sector's support representative has been directly contacted by Customer either by phone, email, in person, or through SunGard Public Sector's online support portal, and b) when SunGard Public Sector's support representative assigns a case number and conveys that case number to the Customer.*

CUSTOMER NO. _____; CONTRACT NO. 111267

SOFTWARE LICENSE AND SERVICES AGREEMENT

BETWEEN

SunGard Public Sector Inc.
a Florida corporation

with headquarters at:

1000 Business Center Drive
Lake Mary, FL 32746

("SunGard Public Sector")

AND

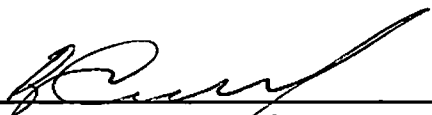
City of Decatur
333 S. Franklin Street
Decatur, IL 62523

(for purposes of this Agreement, "Customer")

By the signatures of their duly authorized representatives below, SunGard Public Sector and Customer, intending to be legally bound, agree to all of the provisions of this Agreement and all Exhibits, Supplements, Schedules, Appendices, and/or Addenda to this Agreement.

The terms and conditions contained in this Agreement, including prices, will be honored as set forth herein, provided the Agreement is fully executed and delivered by December 30, 2011.

City of Decatur

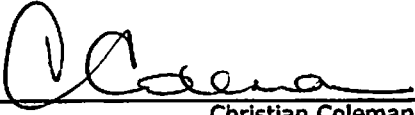
BY: 

PRINT NAME: Ryan P. McCrady

PRINT TITLE: CITY MANAGER

DATE SIGNED: 10/24/11

SunGard Public Sector Inc.

BY: 

PRINT NAME ^{VP} and Controller, SunGard Public Sector Inc
AND TITLE: _____

DATE SIGNED: October 21, 2011

THIS AGREEMENT is made between SunGard Public Sector Inc. and Customer as of the Execution Date. The parties agree as follows:

1. Definitions.

"Baseline" means the general release version of a Component System as updated to the particular time in question through both SunGard Public Sector's warranty services and SunGard Public Sector's Maintenance Program, but without any other modification whatsoever.

"Component System" means any one of the computer software programs which is identified in Exhibit 1 as a Component System, including all copies of Source Code, Object Code and all related specifications, documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to and all Intellectual Property Rights for such Component System.

"Confidential Information" means non-public information of a party to this Agreement. Confidential Information of SunGard Public Sector includes the Software, all software provided with the Software, and algorithms, methods, techniques and processes revealed by the Source Code of the Software and any software provided with the Software. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; or (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation.

"Delivery Address" means the Customer shipping address set forth in Exhibit 1 as the Delivery Address.

"Delivery Date" means, for each Component System, the date on which SunGard Public Sector first ships the Component System to the Delivery Address F.O.B. SunGard Public Sector's place of shipment.

"Discloser" means the party providing its Confidential Information to the Recipient.

"Defect" means a material deviation between the Baseline Component System and its documentation, for which Defect Customer has given SunGard Public Sector enough information

to enable SunGard Public Sector to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under SunGard Public Sector's control.

"Execution Date" means the latest date shown on the signature page of this Agreement.

"Equipment" means a hardware and systems software configuration meeting the "Equipment" criteria set forth in Exhibit 1.

"Exhibit 1" means, collectively: (i) The schedule attached to this Agreement which is marked as "Exhibit 1," including all attached Software Supplements; and (ii) any schedule also marked as "Exhibit 1" (also including any attached Software Supplements) that is attached to any amendment to this Agreement. Other appendices to this Agreement are numbered sequentially and are also "Exhibits."

"Intellectual Property Rights" means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks and Confidential Information.

"Software" means the Component Systems listed in Exhibit 1.

"Customer Employees" means: (i) Customer's employees with a need to know; and (ii) third party consultants engaged by Customer who have a need to know, who have been pre-approved by SunGard Public Sector, and who, prior to obtaining access to the Software, have executed a SunGard Public Sector-approved non-disclosure agreement.

"Object Code" means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment.

"Recipient" means the party receiving Confidential Information of the Discloser.

"Software Supplement" means, with respect to a Component System, the addendum provided as part of Exhibit 1 that contains additional terms, conditions, limitations and/or other information

pertaining to that Component System. If any terms of a Software Supplement conflicts with any other terms of this Agreement, the terms of the Software Supplement will control.

"Source Code" means computer programs written in higher-level programming languages, sometimes accompanied by English language comments and other programmer documentation.

2. Right to Grant License and Ownership. SunGard Public Sector has the right to grant Customer this license to use the Software. Except as otherwise indicated in a Software Supplement, SunGard Public Sector owns the Software.

3. License. Subject to the terms and conditions of this Agreement, SunGard Public Sector grants Customer a perpetual, non-exclusive, non-transferable license to use and copy for use the Software on the Equipment within the United States of America for Customer's own, non-commercial computing operations. Any rights not expressly granted in this Agreement are expressly reserved.

(a) Source Code. SunGard Public Sector has placed the Source Code for those SunGard Public Sector-proprietary (as opposed to third party-owned) Component Systems identified in Exhibit 1 in escrow with Iron Mountain Intellectual Property Management ("Iron Mountain") pursuant to a Source Code Escrow Agreement between Iron Mountain and SunGard Public Sector ("Escrow Agreement"). SunGard Public Sector updates such Source Code escrow deposits at least one a calendar year. Such Source Code will only be made available on the release terms of the Escrow Agreement, and only to those SunGard Public Sector licensees that have elected to be named "Preferred Beneficiaries" under the Escrow Agreement by executing a Preferred Beneficiary Acceptance Form and paying Iron Mountain the beneficiary fee specified by Iron Mountain (as of the Execution Date, approximately \$700 per year). SunGard Public Sector will provide Licensee with a copy of the Preferred Beneficiary Acceptance Form at Licensee's request.

(b) Object Code. Customer has right to use the Software in Object Code form. Customer also has the right to use the Software in Object Code form temporarily on another SunGard Public Sector-supported configuration, for disaster recovery of Customer's computer operations.

(c) Documentation. Except as otherwise provided for in the applicable Software

Supplement, Customer can make a reasonable number of copies of the documentation for each Component System for its use in accordance with the terms of this Agreement.

(d) Restrictions on Use of the Software. Customer is prohibited from causing or permitting the reverse engineering, disassembly or decompilation of the Software. Customer is prohibited from using the Software to provide service bureau data processing services or to otherwise provide data processing services to third parties. Customer will not allow the Software to be used by, or disclose all or any part of the Software to, any person except Customer Employees. Without limiting the foregoing, Customer is permitted to allow use of the input and/or output sensory displays of or from the Software by third parties on a strict "need to know" basis, and such use will not be deemed a non-permitted disclosure of the Software. Customer will not allow the Software, in whole or in part, to be exported outside of the United States of America, in any manner or by any means, without in each instance obtaining SunGard Public Sector's prior written consent and, if required, a validated export license from the Office of Export Administration within the U.S. Department of Commerce and such other appropriate United States governmental authorities.

(e) Intellectual Property Rights Notices. Customer is prohibited from removing or altering any of the Intellectual Property Rights notice(s) embedded in or that SunGard Public Sector otherwise provides with the Software. Customer must reproduce the unaltered Intellectual Property Rights notice(s) in any full or partial copies that Customer makes of the Software.

4. Services.

(a) Generally. SunGard Public Sector will provide Customer with the information services identified in Exhibit 1, for the fees provided in Exhibit 1.

(b) Additional Services. SunGard Public Sector can also provide Customer with additional information services, at SunGard Public Sector's then-current rates, or at such other rates as are agreed to by the parties in an amendment to this Agreement.

(c) Workmanlike Skills. SunGard Public Sector will render all services under this Agreement in a professional and workmanlike manner. SunGard Public Sector will promptly

replace any SunGard Public Sector personnel that are rendering services on-site at a Customer facility if Customer reasonably considers the personnel to be unacceptable and provides SunGard Public Sector with notice to that effect, provided that such replacement does not violate any law or governmental regulation applicable to such personnel replacement.

(d) Conditions On Providing Services. In each instance in which SunGard Public Sector is providing Customer with services, SunGard Public Sector and Customer will develop a project plan that identifies each party's responsibilities for such services. The project plan will describe in detail the tentative schedule and the scope of services that SunGard Public Sector will provide. Customer will establish the overall project direction, including assigning and managing the Customer's project personnel team. Customer must assign a project manager who will assume responsibility for management of the project. Customer must ensure that the Equipment is operational, accessible and supported at the times agreed to by the parties in the project plan. While SunGard Public Sector is providing such services, Customer must provide SunGard Public Sector with such facilities, equipment and support as are reasonably necessary for SunGard Public Sector to perform its obligations, including remote access to the Equipment.

5. Delivery. Except as otherwise provided in Exhibit 1, SunGard Public Sector will deliver all Component Systems to Customer at the Delivery Address.

6. Payment and Taxes.

(a) Payment.

(i) License Fees. Fees for the Software will be due to SunGard Public Sector as provided for in Exhibit 1.

(ii) Professional Services Fees. Except as otherwise provided in Exhibit 1, fees for professional services will be invoiced on a monthly basis in arrears and will be due within thirty (30) days from the date of invoice. Customer will reimburse SunGard Public Sector for actual travel and living expenses that SunGard Public Sector incurs in providing Customer with services under this Agreement. Such travel and living expenses will be governed by SunGard Public Sector's Corporate Travel and Expense Reimbursement Policy and will be invoiced on a monthly basis in

arrears and due within thirty (30) days from the date of invoice.

(iii) Late Charge. SunGard Public Sector will have the right to charge a late fee to the extent that payment is received later than thirty (30) days from the date of invoice. Late fees will be calculated based on a per annum rate equal to the lesser of: (i) the prime lending rate established from time to time by Citizens Bank, Philadelphia, Pennsylvania plus three percent (3%); and (ii) the highest rate permitted by applicable law, and will be payable to SunGard Public Sector on demand.

(b) Taxes. Customer is responsible for paying all taxes (except for taxes based on SunGard Public Sector's net income or capital stock) relating to this Agreement, the Software, any services provided or payments made under this Agreement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide SunGard Public Sector with a valid tax exemption certificate; otherwise, absent proof of Customer's direct payment of such tax amounts to the applicable taxing authority, SunGard Public Sector will invoice Customer for and Customer will pay to SunGard Public Sector all such tax amounts.

(c) Scheduled Resource Changes: For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

7. Limited Warranty, Disclaimer of Warranty and Election of Remedies.

(a) Limited Software Warranty by SunGard Public Sector and Remedy For Breach. For each Component System, SunGard Public Sector warrants to Customer that, for a period of twelve (12) months after the Delivery Date, the Baseline Component System, as used by Customer on the Equipment for its own, non-commercial computing operations, will operate without Defects. For each Defect, SunGard Public Sector, as soon as reasonably practicable and at its own expense, will provide Customer with an avoidance procedure for or a correction of the Defect. If, despite its reasonable efforts, SunGard Public Sector is unable to provide Customer with an avoidance procedure for or a correction of a Defect, then,

subject to the limitations set forth in Section 16 of this Agreement, Customer may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies, and SunGard Public Sector's sole obligations for breach of this limited warranty are contained in this Section 7(a).

(b) Disclaimer of Warranty. The limited warranty in Section 7(a) is made to Customer exclusively and is in lieu of all other warranties. **SUNGARD PUBLIC SECTOR MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES PROVIDED UNDER THIS AGREEMENT AND/OR THE SOFTWARE, IN WHOLE OR IN PART. SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. SUNGARD PUBLIC SECTOR EXPRESSLY DOES NOT WARRANT THAT THE SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT. CUSTOMER WAIVES ANY CLAIM THAT THE LIMITED WARRANTY SET FORTH IN SECTION 7(A) OR THE REMEDY FOR BREACH OF SUCH LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.**

(c) Abrogation of Limited Warranty. The limited warranty in Section 7(a) will be null and void if: (i) anyone (including Customer) other than SunGard Public Sector modifies the Baseline Component System; or (ii) Customer does not implement changes that SunGard Public Sector provides to correct or improve the Baseline Component System. If despite any modification of the Component System, SunGard Public Sector can replicate the reported problem in the Baseline Component System as if the problem were a Defect, then SunGard Public Sector will nonetheless provide Customer with an avoidance procedure for or a correction of that reported problem for use in the Baseline Component System as though the reported problem were a Defect.

(d) FAILURE OF ESSENTIAL PURPOSE. **THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS 7 AND 16 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS**

AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER CUSTOMER HAS ACCEPTED ANY SOFTWARE OR SERVICE UNDER THIS AGREEMENT.

8. Confidential Information. Except as otherwise permitted under this Agreement, the Recipient will not knowingly disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. Except in connection with the Software and any software provided with the Software, the non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item. However, Customer's obligations to maintain both the Software and any software provided with the Software as confidential will survive in perpetuity.

9. Indemnity by SunGard Public Sector. SunGard Public Sector will defend, indemnify and hold Customer harmless from and against any loss, cost and expense that Customer incurs because of a claim that use of a Baseline Component System infringes any United States copyright of others. SunGard Public Sector's obligations under this indemnification are expressly conditioned on the following: (i) Customer must promptly notify SunGard Public Sector of any such claim; (ii) Customer must in writing grant SunGard Public Sector sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if Customer chooses to represent its own interests in any such action, Customer may do so at its own expense, but such representation must not prejudice SunGard Public Sector's right to control the defense of the claim and negotiate its settlement or compromise); (iii) Customer must cooperate with SunGard Public Sector to facilitate the settlement or defense of the claim; (iv) the claim must not arise from modifications or (with the express exception of the other Component Systems and third party hardware and software specified by SunGard Public Sector in writing as necessary for use with the Software) from the use or combination of products provided by SunGard Public Sector with items provided by Customer or others. If any Component System is, or in SunGard Public Sector's opinion is likely to become, the subject of a United States copyright

infringement claim, then SunGard Public Sector, at its sole option and expense, will either: (A) obtain for Customer the right to continue using the Component System under the terms of this Agreement; (B) replace the Component System with products that are substantially equivalent in function, or modify the Component System so that it becomes non-infringing and substantially equivalent in function; or (C) refund to Customer the portion of the license fee paid to SunGard Public Sector for the Component System(s) giving rise to the infringement claim, less a charge for use by Customer based on straight line depreciation assuming a useful life of five (5) years. **THE FOREGOING IS SUNGARD PUBLIC SECTOR'S EXCLUSIVE OBLIGATION WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

10. Term and Termination.

(a) Right of Termination. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, this Agreement will automatically be deemed terminated at the end of that period. However, notice to SunGard Public Sector of a suspected Defect will not constitute a notice of termination of this Agreement.

(b) Effect of Termination. Upon termination of this Agreement by either party, Customer will promptly return to SunGard Public Sector or (at SunGard Public Sector's request) will destroy all copies of the Software, and will certify to SunGard Public Sector in writing, over the signature of a duly authorized representative of Customer, that it has done so.

(c) Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential Information and indemnity will survive termination of this Agreement.

(d) Termination Without Prejudice to Other Rights and Remedies. Termination of this

Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

11. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when: Delivered personally; sent by United States registered or certified mail, return receipt requested; transmitted by facsimile confirmed by United States first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the first page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices.

12. Force Majeure. Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance.

13. Assignment. Neither party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of the other party. For purposes of this Agreement, "assignment" will include use of the Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of Customer, including any new or surviving entity that results from such merger, acquisition and/or other consolidation. However, the following will not be considered "assignments" for purposes of this Agreement: SunGard Public Sector's assignment of this Agreement or of any SunGard Public Sector rights under this Agreement to SunGard Public Sector's successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; and SunGard Public Sector's assignment of this Agreement to any person or entity to which SunGard Public Sector transfers any of its rights in the Software.

14. No Waiver. A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

15. Choice of Law; Severability. This Agreement will be governed by and construed under the laws of the State of Florida, without

reference to the choice of laws provisions thereof. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

16. LIMITATIONS OF LIABILITY.

(a) **LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR.** SUNGARD PUBLIC SECTOR'S LIABILITY IN CONNECTION WITH THE SOFTWARE, ANY SERVICES, THIS LICENSE OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEE THAT CUSTOMER ACTUALLY PAID TO SUNGARD PUBLIC SECTOR (OR, IF NO DISCRETE FEE IS IDENTIFIED IN EXHIBIT 1, THE FEE REASONABLY ASCRIBED BY SUNGARD PUBLIC SECTOR) FOR THE COMPONENT SYSTEM OR SERVICES GIVING RISE TO THE LIABILITY.

(b) **EXCLUSION OF DAMAGES.** REGARDLESS WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF

CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUNGARD PUBLIC SECTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(c) **BASIS OF THE BARGAIN.** CUSTOMER ACKNOWLEDGES THAT SUNGARD PUBLIC SECTOR HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

17. **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Customer in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

EXHIBIT 1

Customer: City of Decatur, IL

Delivery Address: 333 S. Franklin Street, Decatur, IL 62523

SOFTWARE^{1, 2, 3}:

Qty	Part #	Component System	License Fee
		CAD	
1	CAD-T3	BASE COMPUTER AIDED DISPATCH SYSTEM TIER-3	\$ 69,550.00
1	CAD-E911	E911 INTERFACE MODULE ¹	5,500.00
1	CAD-MAP	FIRST CAD MAP DISPLAY AND MAP MAINTENANCE SOFTWARE LICENSE	5,500.00
7	CAD-MAPD	ADDITIONAL CAD MAP DISPLAY LICENSE	14,000.00
4	CAD-CON	ADDITIONAL CAD CONSOLE LICENSE	15,600.00
8	MCT-MIS	LAN CLIENT LICENSE FOR MESSAGE SWITCH	2,400.00
1	CAD-INT-PVI	CAD INTERFACE TO PICTOMETRY VISUAL INTELLIGENCE	7,500.00
1	MCT-SWI	STATE/NCIC MESSAGING SOFTWARE	20,000.00
1	CAD-MJ	MULTI-JURISDICTIONAL DISPATCH OPTION	4,000.00
1	CAD-FIREHOUSE	FIREHOUSE RMS INTERFACE ¹	5,500.00
2	CAD-MRM	CAD RESOURCE MONITOR DISPLAY LICENSE WITH MAPS	3,000.00
		MCT	
1	MCT-BMS-T3	BASE MOBILE SERVER SOFTWARE UP TO 75 WORKSTATIONS	27,500.00
65	MCT-CLIENT	MCT CLIENT - DIGITAL DISPATCH	64,675.00
1	MCT-MFR-REV-T3	REVIEW MODULE FOR FIELD REPORTING UP TO 75 WORKSTATIONS	22,500.00
55	MCT-MFR-OFF	MFR CLIENT - BASE INCIDENT/OFFENSE	54,725.00
65	MCT-MAP	MCT CLIENT - MAPS	13,000.00
55	MCT-MFR-ACC	MFR CLIENT - ACCIDENT REPORTING	27,500.00
1	MCT-INT-FHS	MCT INTERFACE TO FIREHOUSE ¹	7,500.00
25	MCT-MFR-MBLN-CLIENT	MFR CLIENT- MOBLAN VERSION	12,500.00
		AVL	
60	MCT-AVL-CLIENT	MCT CLIENT - AVL	9,000.00
1	MCT-AVL-HOST	AVL SERVER HOST LICENSE	35,000.00
8	MCT-AVL-CAD	CAD CLIENT AVL LICENSE	16,000.00
		RMS	
1	RMS-BASE-75	BASE RECORDS MANAGEMENT SYSTEM - 75 WORKSTATION	108,500.00
1	RMS-MJ	MULTI-JURISDICTIONAL RMS OPTION	5,500.00
1	RMS-MAP-75	RMS MAP DISPLAY AND PIN MAPPING LICENSE - 75 WORKSTATION	15,000.00
1	RMS-CA	CRIME ANALYSIS MODULE	12,500.00
1	RMS-ACCIDENT-5	BASIC ACCIDENT MODULE - 5 WORKSTATION	2,500.00
1	RMS-P&E-5	PROPERTY AND EVIDENCE MODULE - 5 WORKSTATION	5,500.00
1	RMS-BAR HOST-5	BAR CODING SERVER LICENSE - 5 WORKSTATION	2,500.00
5	RMS-BAR-CLIENT	BAR CODING HAND-HELD CLIENT LICENSE (EACH)	7,975.00
1	RMS-NTF-75	NOTIFICATION MODULE - 75 WORKSTATION	19,000.00
60	RMS-WIZ-CLIENT	ACCIDENT WIZARD WORKSTATION LICENSE	9,000.00
1	RMS-WIZ-BASE	ACCIDENT WIZARD BASE SERVER LICENSE	5,000.00
		WEB BASED APPLICATIONS	
1	INT-OPSRMS	OPS RMS	25,000.00
1	INT-OPSCAD	OPS CAD	25,000.00
1	RMS-P2P	POLICE TO POLICE INTERNET DATA SHARING	0.00
1	INT-P2C	POLICE 2 CITIZEN	12,500.00
		Subtotal	\$ 697,925.00
	DISCOUNT	DISCOUNT - 100%	\$ (697,925.00)
		TOTAL LICENSE FEE	0.00

Notes to Software Table:

¹ Interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.

² Note: Mobiles applications do not include AVL hardware.

SERVICES^{1, 2, 3}:

Qty	Part #	Description	Training	Installation	Project Management	Implementation	Conversion
		CAD SERVICES					
1	CAD-PROJ-MGNT	CAD PROJECT MANAGEMENT			\$ 14,720.00		
1	CAD-INST	BASE CAD SOFTWARE INSTALLATION		\$ 5,950.00			
1	CAD-IMPL	BASE CAD SOFTWARE IMPLEMENTATION				\$ 18,880.00	
1	CAD-MAP-CONV	MAP BASED GEOFILE GENERATION					\$ 10,000.00
1	CAD-MNT-TRN	CAD MAINTENANCE TRAINING	\$ 6,400.00				
1	CAD-USR-TRN	CAD USER TRAINING	12,800.00				
		MCT SERVICES					
1	MCT-PROJ-MGNT	PROJECT MANAGEMENT SERVICES			10,080.00		
1	MCT-AVL-SERV	AVL INSTALLATION AND TRAINING		2,800.00			
1	MCT-BMS-INST	INSTALLATION OF BASE MOBILE SERVER SOFTWARE		4,200.00			
1	MCT-SWI-IMPL	IMPLEMENTATION OF BASE MESSAGE SWITCH				1,400.00	
1	MCT-SWI-INST	INSTALLATION OF BASE MESSAGE SWITCH		2,800.00			
1	MCT-IMPL	MOBILE IMPLEMENTATION SERVICES				7,600.00	
1	MFR-MNT-TRN	MOBILE FIELD REPORTING MAINTENANCE TRAINING	1,280.00				
1	MCT-TTT-TRN	MCT TRAIN THE TRAINER TRAINING	5,120.00				
1	MFR-TTT-TRN	MOBILE FIELD REPORTING TRAIN THE TRAINER TRAINING	8,960.00				
1	MFR-INST	INSTALLATION MOBILE FIELD REPORTING		2,800.00			
1	MFR-IMPL	IMPLEMENTATION FOR MOBILE FIELD REPORTING				2,800.00	
1	MCT-ADD-TRN	MCT & MFR ADD ON MODULE USER TRAINING	1,280.00				
		RMS SERVICES					
1	RMS-PROJ-MGNT	PROJECT MANAGEMENT FOR RMS			19,680.00		
1	RMS-INST	BASE RMS SOFTWARE INSTALLATION CHARGES		7,000.00			
1	RMS-MNT-TRN	RMS MAINTENANCE TRAINING	6,400.00				
1	RMS-IMPL	BASE RMS SOFTWARE IMPLEMENTATION CHARGES				14,920.00	
1	RMS-TTT-TRN	RMS TRAIN THE TRAINER TRAINING	11,520.00				
1	RMS-ADD-TRN	RMS ADD-ON MODULE USER TRAINING	5,760.00				
1	RMS-IMPL	BASE RMS SOFTWARE IMPLEMENTATION CHARGES - ACCIDENT SUBMISSION INTERFACE FOR ILLINOIS				2,500.00	
		INTERNET IMPLEMENTATION SERVICES					
1	INT-PROJ-MGNT	PROJECT MANAGEMENT SERVICES			1,920.00		
1	INT-OPS-INST	OPCENTER INSTALLATION		2,800.00			
1	INT-OPS-TRN	OPCENTER TRAINING	1,280.00				
1	INT-P2C-INST	POLICE 2 CITIZEN INSTALLATION		4,200.00			
1	INT-P2P-USR-TRN	P2P USER TRAINING	520.00				
		CONVERSIONS					
1	RMS-DATACHV-HTE	DATA CONVERSION FROM HTE					27,000.00
1	RMS-DATACHV-HTE	DATA CONVERSION FROM FIELD REPORTING					20,500.00
1	CAD-DATACHV-HTECAD6	DATA CONVERSION FOR HTE CAD 6					5,250.00
			\$ 61,320.00	\$ 32,550.00	\$ 46,400.00	\$ 47,500.00	\$ 62,750.00
		Subtotal:					\$ 250,520.00
		CREDIT ³					\$ (115,332.00)
		TOTAL SEERVICES FEE					\$ 135,188.00

Qty	Part #	Custom Modifications	Custom Modification Fee
1	RMS-CUST-MOD	RMS CUSTOM MODIFICATIONS - ACCIDENT SUBMISSION INTERFA	5,000.00
	DISCOUNT	DISCOUNT - 100%	5,000.00
		Total Custom Modification Fee	0.00

Notes to Services Table:

¹ Pricing is a good faith estimate based on the information available to SunGard Public Sector at the time of execution of this Agreement. The total amount that Customer will pay for these services (i.e., the "TOTAL SERVICES FEE") will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to SunGard Public Sector's then-current list price rates for the services at issue.

² Travel and living expenses are additional and will be billed monthly as SunGard Public Sector renders the services. Costs for travel and expenses will be capped at \$20,645. This price is a "not to exceed" amount based on the Services selected by Customer at the time of the execution of this Agreement. The amount listed above will change if additional services are necessitated by changed to the scope of the project, or if Customer chooses additional services, software, or hardware following the execution of this Agreement, or if Customer fails to fulfill its duties as outlined in this Agreement.

³ Upon execution of this Agreement, SunGard Public Sector and Customer have agreed that the Add-On Quote executed between the parties hereto dated May 20, 2009 is terminated (the "CAD400 Agreement"; SunGard contract # DECA-090553) with no further obligation on the part of either party under the CAD400 Agreement. Customer has paid the amounts of \$115,332 towards license fees, training services, implementation services, and project management fees under the CAD400 Agreement. In consideration for this Agreement, SunGard Public Sector is applying the credit in the amount of \$115,332 towards the purchase of the Services listed above resulting from the termination of the CAD400 Agreement.

PAY AGENCY PRODUCTS:

Qty.	Part #	Pay Agency Products	Hardware & Software	Services	Initial Annual Maintenance
		None			
		Pay Agency Products Totals			

SUMMARY OF COSTS

	Price
Services	\$ 135,188.00
Total	\$ 135,188.00

APPLICABLE TAXES ARE NOT INCLUDED IN THIS EXHIBIT 1, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.

The amounts noted above shall be payable as follows:

Installation: On invoice, upon completion.

Project Management: 100% on the Execution Date.

Training Fees: On invoice, as incurred.

Conversion Fees: 100% on the Execution Date

Implementation Services Fee: 50% on the Execution Date; 50% on invoice, upon completion.

EQUIPMENT: Host(s) or client server configuration(s) and/or combinations of host(s) and client server configuration(s) within the United States of America for which SunGard Public Sector supports the Software. Customer acknowledges that certain Component Systems of the Software may require specific host or client configurations. Customer, as soon as reasonably practicable, will provide a detailed written description of the Equipment so that SunGard Public Sector can confirm that it is a configuration on which SunGard Public Sector supports use of the Software.

NOTICE: To use any of the Software, Customer must also obtain, install on the Equipment and maintain SunGard Public Sector-supported versions of certain software products and software/hardware peripherals. By this notice, SunGard Public Sector is advising Customer that Customer should consult with its SunGard Public Sector Professional Services representative to obtain a written listing of such necessary software products and software/hardware peripherals. General Project Conditions are as follows:

GENERAL PROJECT CONDITIONS

General Project Conditions - Applies to Entire Project

- Item 1:** This Agreement is based on the assumption that a Windows 2000 or higher Domain is already in place and functional. If this is not the case, the Customer is required to provide all necessary equipment and services for such implementation.
- Item 2:** The Customer shall provide a certified TCP/IP network with all communications equipment and any other required components. The cabling of this network, installation of punch down panels, hubs, routers, etc. will be the responsibility of the Customer. Additionally, the Customer is responsible for acquiring software that is needed for monitoring and maintaining the network.
- Item 3:** SunGard Public Sector always recommends the highest performance connection for all LAN and WAN connections. Listed below are SunGard Public Sector's recommendations in order of highest throughput:
- a. 1 Gb CAT5 (LAN) or Fiber (WAN)
 - b. 100 Mb CAT5 (LAN) or Fiber (WAN)
 - c. 10 Mb CAT5 (LAN) or Fiber (WAN)
 - d. Line of Site Technology
- Item 4:** If applicable, all RMS/JMS Workstations must be connected to a 10 Mb/sec or faster TCP/IP LAN. SunGard Public Sector recommends a 100 Mb/sec Switched LAN for optimum performance.
- Item 5:** If applicable, all CAD Workstations must be connected to a dedicated 100 Mb/sec switched TCP/IP LAN.
- Item 6:** The Customer is responsible for the physical placement of all CAD and/or RMS/JMS workstations and certifying that they are operational on the Customer's network. SunGard Public Sector will load our CAD and/or RMS/JMS software on up to five (5) CAD and/or RMS/JMS workstations and train the Customer on the loading process.
- Item 7:** SunGard Public Sector's CAD Application Software interfaces with the E911 telephone switch via an RS-232 Serial Cable. The Customer must provide this cable (with accurate pin-outs) to connect their E911 ALI Controller's CAD Port to the SunGard Services Workstation's serial port. The maximum length of this cable is 50 feet. In the event that a single CAD Server is servicing multiple communication centers (one CAD Server and multiple E911 ALI sources), a SunGard Public Sector Services Workstation will be required for each PSAP for proper ALI functionality. The Customer must also provide SunGard Public Sector with accurate ALI interface data formats from their E911 Vendor.

Item 8: In acquiring SunGard Public Sector's Message Switch and Mobile Software, the Customer is responsible for all of the associated costs for wireless, WAN and LAN communication with the local provider/State/NCIC networks. This may include the following:

- i. Dedicated Line
- ii. Any encryption to meet State and FBI requirements
- iii. DSU to State
- iv. Any wireless carrier charges and setup
- v. Any installation Charges
- vi. Recurring charges or costs
- vii. Surcharges by the State

Item 9: The Customer shall implement an Uninterruptible Power Supply (UPS) system for all servers and all CAD workstations. This can be at the machine level or at the site level. SunGard Public Sector recommends the use of an enterprise level Master UPS and external generator for full power backup.

Item 10: SunGard Public Sector software is designed for use with laser jet printers for report output in order to utilize the wider margins available. Report output on non-laser printers (inkjet, dot-matrix, etc.) may be adequate, but is not guaranteed by SunGard Public Sector.

Item 11: Virtual Environment Platform

Infrastructure Overview.

The server hardware may be made up of physical servers, virtual servers (using VMware ESX), or a combination of the two, provided, however, that following conditions apply.

Customer and VMware are responsible for selecting the appropriate VMware application software and solution.

VMware supports a set of certified operating systems and hardware. Customer and VMware are responsible for any interactions and/or issues that arise at the hardware or operating system layer as a result of their use of VMware.

The use of a VMware virtual machine adds software overhead, which may impact performance or scalability. Any statements made by SunGard Public Sector on expected product performance on a hardware platform cannot be interpreted to apply to a virtual machine running on the same hardware platform. Customer must allocate at least an equivalent amount of virtualized resources to the OSSI systems in order to address performance issues. The VMware organization can provide information on how to tune your environment to maximize the performance within a virtual machine. If a performance issue is reported, the VMware layer, as well as the software, will be suspect in the research. Any research required on the VMware performance will be the responsibility of the Customer.

SunGard Public Sector will use commercially reasonable efforts to investigate potential issues with OSSI software running in conjunction with VMware. Where issues are confirmed to be unrelated to the VMware software, SunGard Public Sector will support its software in a manner that is consistent with support provided when that software is running natively under the host operating system.

Required and/or optional software vendors may not support VMware software. These vendors may require the issue to be reproduced independently from VMware software.

DESCRIPTIONS:

Part Number: CAD-T3

Description: BASE COMPUTER AIDED DISPATCH SYSTEM TIER-3

Long Description: Computer Aided Dispatch Includes:

- Single-Jurisdictional CAD for Police, Fire, and/or EMS
- Call Taking and Dispatching Functions
- Tabular Geo-File Subsystem (without maps)
- Business and Sites Subsystem
- Unit Recommendation Subsystem
- Premise/Alert and Hotspots Subsystems
- Four (4) Call Taker/Dispatcher Console Licenses

Part Number: CAD-E911

Description: E911 INTERFACE MODULE

Long Description: The E911 Interface allows SunGard Public Sector's CAD to communicate to the E911 controller's ANI/ALI serial port.

The Customer must provide an RS232/serial cable (with accurate pin-outs) from their E911 ANI/ALI controller's CAD port to the CAD server's serial port. The Customer must also provide SunGard Public Sector with accurate ANI/ALI interface data formats from their E911 vendor that defines the data stream characters and their stop and start positions.

Part Number: CAD-MAP

Description: FIRST CAD MAP DISPLAY AND MAP MAINTENANCE SOFTWARE LICENSE

Long Description: First OASIS Map Display and Map Maintenance Software License for a CAD Workstation Includes:

- Pin Mapping of Calls for Service Data
- Map Editing and Maintenance software (training not included)
- Map Display for One Workstation

This does not include any GIS data, related attribute data, ortho photography or digitizing services. Should the Customer elect to maintain their maps with OASIS, they should use this license exclusively as a map editor and not as a CAD display license. Therefore, another CAD Map Display license would be required for the first CAD workstation.

Part Number: CAD-MAPD

Description: ADDITIONAL CAD MAP DISPLAY LICENSE

Long Description: An additional license, in addition to the number of map console licenses in the base CAD system, is required for each additional call taker and dispatch console/workstation to display maps with SunGard Public Sector's CAD system. Each license represents one workstation, not concurrent user.

Part Number: CAD-CON

Description: ADDITIONAL CAD CONSOLE LICENSE

Long Description: An additional license, in addition to the number of console licenses in the base CAD system, is required for each call taker and dispatch console/workstation to operate SunGard Public Sector's CAD system.

Part Number: MCT-MIS

Description: LAN CLIENT LICENSE FOR MESSAGE SWITCH

Long Description: A client license is required for each CAD, RMS or JMS workstation connected to the Customer's LAN or WAN to access SunGard Public Sector's Message Switch.

The Message Switch Client provides the following functions:

- Workstation-to-workstation messaging
- Mobile-to-workstation messaging (if mobile applications are licensed)
- SunGard Public Sector's standard State/NCIC queries

Part Number: CAD-INT-PVI

Description: CAD INTERFACE TO PICTOMETRY VISUAL INTELLIGENCE

Long Description: SunGard Public Sector (OSS) supports interfacing with Pictometry® Visual Intelligence (PVI) mapping. This Interface allows the Computer Aided Dispatch (CAD), CAD Resource Monitor (CRM), or Mobile Communications Terminal (MCT) to pass coordinate information to the PVI application. The PVI application then processes and displays the appropriate PVI color aerial photo's of the location. The PVI application provides multiple oblique angle views of a specific location. This means that the photos are shot at an angle instead of the traditional straight down photo. The PVI application allows the user to measure and analyze any visual object in the PVI photo (homes, buildings, fire hydrants, etc). This information can then be used for strategic incident planning during a major event or for preplanning purposes.

Part Number: MCT-SWI

Description: STATE/NCIC MESSAGING SOFTWARE

Long Description: The Message Switch software includes a query interface from the SunGard Public Sector Application to the State computer system and to the FBI/NCIC system via the state system.

The Message Switch will allow for the following functions:

- Workstation-to-Workstation messaging
- State/NCIC query interface directly from the Data Entry window
- Automatic State/NCIC query on license plates from CAD
- Responses from the State will come back to the user in the message queue

The Message Switch must run on Windows 2000 Server or higher, not a Workstation, due to Client Access License limitations of the workstation. PC Anywhere and an external modem are required on the Message Switch server. The Message Switch supports basic State/NCIC queries. All State/NCIC data entry functions must be performed with state supplied software or technology.

Part Number: CAD-MJ

Description: MULTI-JURISDICTIONAL DISPATCH OPTION

Long Description: The multi-jurisdictional dispatch option allows SunGard Public Sector's CAD system to dispatch for multiple jurisdictions.

Part Number: CAD-FIREHOUSE

Description: FIREHOUSE RMS INTERFACE

Long Description: The Firehouse interface allows CAD to provide Firehouse software a one direction transfer of data for call incident number, units and associated times. SunGard Public Sector's CAD creates tables within a specified directory which Firehouse may then import into their application. Firehouse application software does not provide any data to CAD.

Part Number: CAD-MRM

Description: CAD RESOURCE MONITOR DISPLAY LICENSE WITH MAPS

Long Description: CAD Resource Monitor (CRM) with maps is a limited read only version of CAD that allows the Customer to view CAD activity and various calls for service reports. CRM requires that the workstation be connected to minimally a 100 MB LAN. The quantity of one (1) means one workstation software license. To have this product with mapping functionality, base CAD maps must be operational with SunGard Public Sector's CAD System.

Part Number: CAD-PROJ-MGNT

Description: CAD PROJECT MANAGEMENT

Long Description: CAD project management includes professional services from SunGard Public Sector for project coordination and project management. The project management fee also includes coordinating with the Customer's project manager all SunGard Public Sector related deliveries such as application software, implementation services, and scheduling of SunGard Public Sector's resources with the Customer.

Part Number: CAD-INST

Description: BASE CAD SOFTWARE INSTALLATION

Long Description: The CAD installation includes the installation of SunGard Public Sector's standard CAD application software on the Customer's server(s). This price includes the configuration of up to three (3) CAD workstations on the Customer's LAN for SunGard Public Sector's application software. SunGard Public Sector prefers the CAD server(s) to be shipped to SunGard Public Sector's office in High Point, NC to provide these services.

Unless otherwise stated within the quote, the Customer will install and configure the operating system software (Windows 2000 or higher), install all 3rd party software (i.e. Veritas Open File Manager, PC Anywhere and FoxPro) on the respective file servers and workstations using SunGard Public Sector's setup configuration. Customer is responsible for installation and configuration of the Local Area Network.

SunGard Public Sector can provide an optional quote to provide the above listed services.

Part Number: CAD-IMPL

Description: BASE CAD SOFTWARE IMPLEMENTATION

Long Description: The CAD Implementation includes Quality Assurance, Audits, and Go Live Assistance.

QA services to assist with the CAD implementation.

Review Customer's data at SunGard Public Sector's office during the project. Reviews occur at 10%, 50% and 90% of completion of the Customer building their CAD support files.

Three (3) SunGard professionals (1 QA, 1 Training, and 1 Technical Services) to be on-site when the base CAD System goes live as determined by the project plan.

Part Number: CAD-MAP-CONV

Description: MAP BASED GEOFILE GENERATION

Long Description: This service includes:

- " Programming and consulting services to assist the customer in generating the initial CAD Geo-File centerline in SunGard Public Sector's proprietary (OASIS) format.
- " Programming and consultation services to assist the customer in generating the initial polygon and general view layers in SunGard Public Sector's proprietary (OASIS) format.

" Programming and consultation services to assist the customer in generating an ortho photography layer. Ortho photographs are aerial pictures that can be displayed as a mapping layer. SunGard Public Sector will assemble the ortho tiles and create a reference database file that will be used by the SunGard Public Sector product line. SunGard Public Sector will install the ortho's on the clients CAD Server. Accepted ortho files formats are SID, TIFF, JPG and BMP. The customer is responsible for providing ortho source files to SunGard Public Sector.

" SunGard Public Sector will perform three (3) detailed reviews of the customer's centerline data at SunGard Public Sector's office during project implementation. The objective of this review is to identify suspicious data elements in the customer's centerline that may be of issue when used with CAD. Examples include missing ranges, overlapping addresses, reversed ranges, etc. The customer is provided with a summary report and supplemental Excel reports that help identify the suspicious data. These audits are only a tool to be used by the customer and are not intended to be a substitute for customer data testing and verification. Audits occur at 10%, 50% and 90% of project completion. Additional requested audits are subject to additional professional charges.

Special Notes

" SunGard Public Sector supports converting ESRI E00, ESRI Shape or MapInfo source data.

This service assumes the customer provides SunGard Public Sector all required GIS layers and associated data elements (attribute data) and that SunGard Public Sector is not required to provide any digitizing services. This is an estimate of the services needed, to determine the final conversion costs SunGard Public Sector would need to first evaluate the customer's GIS data.

" All delays in the project caused by defects of data will be the sole responsibility of the Customer. SunGard Public Sector shall not assume any liability for any and all errors associated with the converted GIS resources.

" The customer is responsible to correct all errors and ensuring the accuracy of all GIS provided data.

" The customer is responsible to digitize all required map layers to support the public safety GIS-based CAD and RMS subsystems.

" The customer is responsible for the validation of all map line work, attribute information and related data as well as providing resources to field verify all of the GIS data.

NOTICE OF SUNGARD PUBLIC SECTOR'S DEPENDENCY ON CUSTOMER'S GIS DEPARTMENT:

SunGard Public Sector's ability to provide conversion services relating to Geographic Information System (GIS), maps or geographic analysis, etc. is contingent on the Customer providing SunGard Public Sector with the resources and data defined in SunGard Public Sector's CAD Map Resource Guide that is incorporated into this agreement as an Exhibit.

The Customer shall provide SunGard Public Sector with a centerline file that contains the following: Block ranges (address ranges are required)

Street names

Street prefixes

Street suffixes

Jurisdiction/City Code

X/Y Coordinate Pairs for each street segment (referred to as ARCS by ARCINFO)

The Customer is responsible for the accuracy of the street inventory and for the accuracy of all attribute data associated with street segments. Examples of such accuracy include:

Missing streets

Missing street segments

Missing intersections

Errors in street names, street prefixes, street type, etc.

Part Number: CAD-MNT-TRN

Description: CAD MAINTENANCE TRAINING

Long Description: Training for key personnel and system administrators (4-6 people max.) responsible for system configuration (including setting codes to reflect agency business practices) and maintenance. Class duration = up to 5 days.

SunGard Public Sector recommends scheduling this training at company headquarters in High Point, NC. If Customer requests on-site training, the Customer is responsible for setting up a suitable training environment following guidelines provided by SunGard.

Part Number: CAD-USR-TRN

Description: CAD USER TRAINING

Long Description: Training for end-users (10 people max.) on base CAD. Topics include navigation, call-processing, dispatching, searching, and reporting. Class duration = up to 10 days.

Part Number: MCT-BMS-T3

Description: BASE MOBILE SERVER SOFTWARE UP TO 75 WORKSTATIONS

Long Description: Server license of SunGard Public Sector's Mobile Server Software to support up to 75 Mobile Units registered on the Message Switch (not concurrent mobile users). Mobile Server processes all mobile inquiries to SunGard Public Sector's CAD and RMS databases.

Part Number: MCT-CLIENT

Description: MCT CLIENT - DIGITAL DISPATCH

Long Description: Workstation license for the application software for the mobile unit allows the unit to receive and transmit digital (silent) dispatching, car-to-car and car-to-console messaging, premises and call information, magstripe reading (where available), perform local, State and NCIC queries, and receive search information and mugshots from RMS.

Any additional hardware must be purchased separately.

Part Number: MCT-MFR-REV-T3

Description: REVIEW MODULE FOR FIELD REPORTING UP TO 75 WORKSTATIONS

Long Description: The Field Review Module allows officers to submit reports wirelessly (via the RF Network) for supervisor review. The supervisor may then approve the report or deny the report and return the report (via the RF Network) to the officer for correction. Once approved, the reports are wirelessly submitted to the agency's RMS.

This module supports up to 75 Mobile Units registered in the Message Switch (not concurrent mobile users).

Part Number: MCT-MFR-OFF

Description: MFR CLIENT - BASE INCIDENT/OFFENSE

Long Description: The Incident/Offense Module provides the ability for officers to enter Incident Reports, Supplement Reports and Field Contacts on the mobile unit. Officers can also perform basic IBR or UCR edits on Incident Reports. The Module provides a notes field in each Module (Incident, Supplements and Field Contacts) to capture narrative.

Part Number: MCT-MAP

Description: MCT CLIENT - MAPS

Long Description: Provides the ability for officers to view maps, automatically display the location of a CAD event, and view multiple layers of the same map available in CAD. Maps also allow officers the ability to pin map mobile search results.

This module is a prerequisite for SunGard Public Sector's Automatic Vehicle Locator (AVL) Module.

Part Number: MCT-MFR-ACC

Description: MFR CLIENT - ACCIDENT REPORTING

Long Description: Allows officers using SunGard Public Sector's Mobile product to prepare traffic crash reports in the field. Accident diagram capability may be added by purchasing SunGard Public Sector's crash wizard and Microsoft Visio.

Part Number: MCT-INT-FHS

Description: MCT INTERFACE TO FIREHOUSE

Long Description: OSSl MCT supports the ability to request Occupancy data from within the FireHouse® package. The objective of this interface is to give MCT units access to specific occupancy data stored in FireHouse Software® while responding to emergencies. Units will be provided with critical real time preplan data while en route and on scene.

Part Number: MCT-MFR-MBLN-CLIENT

Description: MFR CLIENT- MOBLAN VERSION

Long Description: Provides the ability for the officer to enter Incident Reports, Supplement Reports, Field Contacts and Supervisory Review on the agency's RMS LAN. Officers can also perform basic IBR or UCR edits on Incident Reports. The Module provides a notes field in each module (Incident, Supplements and Field Contacts) to capture the narrative and also provides spell check capability.

Part Number: MCT-AVL-CLIENT

Description: MCT CLIENT - AVL

Long Description: SunGard Public Sector's Automatic Vehicle Locator (AVL) software for the mobile computer allows the user to have a "moving map display" in the vehicle and transmit their location back to CAD. CAD users are able to display and track vehicles equipped with SunGard Public Sector's AVL.

Part Number: MCT-AVL-HOST

Description: AVL SERVER HOST LICENSE

Long Description: This is the CAD Server License of SunGard Public Sector's Automatic Vehicle Locator (AVL) software.

Part Number: MCT-AVL-CAD

Description: CAD CLIENT AVL LICENSE

Long Description: SunGard Public Sector's Automatic Vehicle Locator (AVL) software for the CAD workstation allows the communicator to view/track/find mobile units in the field. This product requires that the customer purchase maps.

Part Number: MCT-PROJ-MGNT

Description: PROJECT MANAGEMENT SERVICES

Long Description: Includes professional services from SunGard Public Sector for management oversight and coordination with the Customer's project management, SunGard Public Sector's internal resources and any third party vendors. Includes coordinating with the Customer's Project Manager all SunGard Public Sector related deliveries such as application software, implementation services, and scheduling of SunGard Public Sector's resources with the Customer.

Part Number: MCT-AVL-SERV

Description: AVL INSTALLATION AND TRAINING

Long Description: One day on-site for installation and training of AVL. Training includes instruction for system administrators (4-6 people max.) on setting up and maintaining AVL, as well as instruction for end-users (10 people max.) on using the application.

Part Number: MCT-BMS-INST

Description: INSTALLATION OF BASE MOBILE SERVER SOFTWARE

Long Description: Installation of the base mobile server software includes configuration, setup, and testing on Customer's server for mobile applications.

Technical services for server build, ensure communications are working, connect to the message switch, and configure with mobile communications.

QA services for application support and configuration to other applications.

Also includes Maintenance Training and the installation of the digital dispatch/Mobile Field Reporting application software on up to five (5) mobile computers.

Part Number: MCT-SWI-IMPL

Price: \$1400

Description: IMPLEMENTATION OF BASE MESSAGE SWITCH

Long Description: One (1) day of technical services to configure for State Access and to conduct Maintenance Training.

Part Number: MCT-SWI-INST

Description: INSTALLATION OF BASE MESSAGE SWITCH

Long Description: Installation and setup of SunGard Public Sector's Base Message Switch application software.

The Message Switch must run on Windows 2000 Server or higher.

Part Number: MCT-IMPL

Description: MOBILE IMPLEMENTATION SERVICES

Long Description: SunGard Public Sector technical services for MCT system/data verification after the system administrator training and the code tables are built. This includes a SunGard Public Sector representative on site the day MCT goes live.

Includes on-site Technical Services; QA testing prior to user training; and on-site go-live.

Part Number: MFR-MNT-TRN

Description: MOBILE FIELD REPORTING MAINTENANCE TRAINING

Long Description: Training for system administrators and key personnel (4-6 people max.) responsible for system configuration (including setting codes reflecting agency business practices) and maintenance. Topics include setting up the MFR application on the server and laptops, report submission and approval, and key interactions with RMS. Class duration = up to 1 day.

Part Number: MCT-TTT-TRN

Description: MCT TRAIN THE TRAINER TRAINING

Long Description: Four (4) days of on-site training assistance designed to prepare agency training staff for conducting MCT User Training. OSSI Training Specialist provides one (1) day of set-up, one (1) day of instruction on MCT followed by two (2) days of consulting, including observing and providing feedback to agency trainers.

Part Number: MFR-TTT-TRN

Description: MOBILE FIELD REPORTING TRAIN THE TRAINER TRAINING

Long Description: Seven (7) days of on-site training and assistance designed to prepare agency training staff for conducting MFR User Training. OSSI Training Specialist provides one (1) day of set-up, three (3) days of instruction on MFR followed by three (3) days of consulting, including observing and providing feedback to agency trainers.

Part Number: MFR-INST

Description: INSTALLATION MOBILE FIELD REPORTING

Long Description: Two (2) days of QA services to install and configure OSSI MFR. Includes install and configuration of add on modules.

Part Number: MFR-IMPL

Description: IMPLEMENTATION FOR MOBILE FIELD REPORTING

Long Description: QA services to test OSSI MFR.

Part Number: MCT-ADD-TRN

Description: MCT & MFR ADD ON MODULE USER TRAINING

Long Description: Training for MCT and MFR Add-on Modules to include:

One (1) day of Accident Reporting

Part Number: RMS-BASE-75

Description: BASE RECORDS MANAGEMENT SYSTEM - 75 WORKSTATION

Long Description: SunGard Public Sector's Client Server Version of RMS (requires Microsoft's Windows 2000 Server or higher) includes:

- Incident/Offense Module
- CrimeMatch Reporting
- Arrest Module
- Warrants Module
- UCR Property Management
- Master Name Module
- Master Vehicle Module

Master Location Module (Requires either tabular or GIS-based Geo-File Module be Licensed)
Case Management Module
Daily Bulletin
Employee Demographics Module
Off Duty Employment Tracking Module
Standard Traffic Citation Module
Standard Traffic Warning Module
Miscellaneous Cash Receipts Module
State Specific IBR or UCR Reporting Module
Field Contact Module

Part Number: RMS-MJ

Description: MULTI-JURISDICTIONAL RMS OPTION

Long Description: This allows SunGard Public Sector's Records Management System to store and retrieve records for multiple jurisdictions using one server.

Part Number: RMS-MAP-75

Description: RMS MAP DISPLAY AND PIN MAPPING LICENSE - 75 WORKSTATION

Long Description: Provides the ability to pin map locations from SunGard Public Sector's PISTOL Records Management System searches and view multiple layers. Requires Mapping Geo-file generation and a license of the first map view. This requirement may be filled by mapping from CAD.

Part Number: RMS-CA

Description: CRIME ANALYSIS MODULE

Long Description: The Crime Analysis Module provides the ability to pin map events from one or more OSSI RMS application modules simultaneously and identify high crime areas within defined geographic polygon regions. This product includes several forecasting and time series tools. These features will provide agencies with powerful investigative information that can save personnel hours and assist in identifying resource deployment strategies based upon historical events.

Site license for Crime Analysis (pin mapping multiple modules, Time Analysis and ComStat).

Part Number: RMS-ACCIDENT-5

Description: BASIC ACCIDENT MODULE - 5 WORKSTATION

Long Description: The Accident Module provides the ability to capture basic crash related data elements and crash diagrams from accidents and replicate the information to the state specific form for printing.

Part Number: RMS-P&E-5

Description: PROPERTY AND EVIDENCE MODULE - 5 WORKSTATION

Long Description: Includes software to track and keep inventory of property stored in an evidence environment. The software is bar code compliant; however, bar code software and hardware is not included.

Part Number: RMS-BAR HOST-5

Description: BAR CODING SERVER LICENSE - 5 WORKSTATION

Long Description: Bar-Coding Host allows client to communicate to host server and with the Property and Evidence module.

Part Number: RMS-BAR-CLIENT

Description: BAR CODING HAND-HELD CLIENT LICENSE (EACH)

Long Description: SunGard Public Sector's Bar-coding Client Software allows for the following business functions:

Batch processing, including transfers, dispositions, chain of custody transactions and inventory functions.

License is per workstation.

Part Number: RMS-NTF-75

Description: NOTIFICATION MODULE - 75 WORKSTATION

Long Description: The Notification module allows a user to create system rules that will notify a list of recipients when certain data related activities have occurred within RMS. Such activities might include a person viewing a record, changing a specific data element on a record, or a entering a new record into the system. Along with an optional audible alert, notification 'hits' will be displayed on the recipients' desktop at login and at user defined intervals during the user session. This module requires an additional day of training.

Part Number: RMS-WIZ-CLIENT

Description: ACCIDENT WIZARD WORKSTATION LICENSE

Long Description: This provides the accident drawing wizard per workstation license. Visio 2000 standard edition or higher is required on each workstation or laptop.

Part Number: RMS-WIZ-BASE

Description: ACCIDENT WIZARD BASE SERVER LICENSE

Long Description: This provides the Accident Drawing Wizard Server License. This module is required to provide the ability to use the wizard on any workstation, mobile or on the LAN.

Part Number: RMS-CUST-MOD

Description: RMS CUSTOM MODIFICATIONS - ACCIDENT SUBMISSION INTERFACE FOR ILLINOIS

Long Description: SunGard's electronic accident submission interface for Illinois will submit accidents from SunGard's RMS to the state of Illinois in the state provided XML format. This submission takes place on a daily basis. The customer is responsible for providing the network connectivity to the state of Illinois. ***All costs provided by SunGard regarding new development or modifications are costs for SunGard Public Sector's participation in the development. Any Third Party costs required for the completion of the project have not been included in SunGard Public Sector's pricing.***

Part Number: RMS-PROJ-MGNT

Description: PROJECT MANAGEMENT FOR RMS

Long Description: Includes professional services from SunGard Public Sector for management oversight and coordination with the Customer's project management, SunGard Public Sector's internal resources and any third party vendors. Includes coordinating with the customer's project manager all SunGard Public Sector related deliveries such as application software, implementation services, and scheduling of SunGard Public Sector's resources with the customer.

Part Number: RMS-INST

Description: BASE RMS SOFTWARE INSTALLATION CHARGES

Long Description: Includes setting up the server with OS and appropriate databases. Also includes the installation of the base OSSI RMS and OSSI P2P application software on the server. This service also includes the configuration of up to five (5) RMS workstations for the RMS application software once on site and operational within the Customer's network. SunGard will train the system administrator on this procedure so that they are self-sufficient in this area and they can install the software on the remaining workstations.

Part Number: RMS-MNT-TRN

Description: RMS MAINTENANCE TRAINING

Long Description: Training for system administrators and key personnel (4-6 people max.) responsible for system configuration (including setting codes reflecting agency business practices) and maintenance. Topics include selecting application settings and building code tables. Class duration = up to 5 days.

SunGard Public Sector recommends scheduling this training at company headquarters in High Point, NC. If Customer requests on-site training, the Customer is responsible for setting up a suitable training environment following guidelines provided by SunGard.

Part Number: RMS-IMPL

Description: BASE RMS SOFTWARE IMPLEMENTATION CHARGES

Long Description: This includes Audit, Support during implementation, and Go Live Assistance.

Review Customer's data at SunGard Public Sector's OSSI office during the project. Reviews occur at 10%, 50% and 90% of completion of the Customer building their RMS support files.

QA support for assistance with implementation.

Two (3) SunGard professionals (1 QA, 2 Training) to be on-site when the base RMS System goes live as determined by the project plan.

Part Number: RMS-TTT-TRN

Description: RMS TRAIN THE TRAINER TRAINING

Long Description: Nine (9) days of on-site training and assistance designed to prepare agency training staff for conducting RMS User Training. OSSI Training Specialist provides 4 days of instruction on RMS followed by 4 days of consulting, including observing and providing feedback to agency trainers, and 1 day for set-up.

Part Number: RMS-ADD-TRN

Description: RMS ADD-ON MODULE USER TRAINING

Long Description: Training for Add-On OSSI RMS Modules to include:

1 day for Crime Analysis
1 ½ days for Property and Evidence
2 days for Accident Module

Part Number: RMS-IMPL

Description: BASE RMS SOFTWARE IMPLEMENTATION CHARGES -ACCIDENT SUBMISSION INTERFACE FOR ILLINOIS

Long Description: This includes Audit, Support during implementation, and Go Live Assistance.

Review Customer's data at SunGard Public Sector's OSSI office during the project. Reviews occur at 10%, 50% and 90% of completion of the Customer building their RMS support files.

QA support for assistance with implementation.

Two (3) SunGard professionals (1 QA, 2 Training) to be on-site when the base RMS System goes live as determined by the project plan.

Part Number: INT-OPSRMS

Description: OPS RMS

Long Description: OpsRMS is a browser-based application that provides remote view-only access to the Customer's SunGard Public Sector Records Management System. The application provides a secure method for a Customer to search names, vehicles and incidents.

This application must run on a dedicated server with no other applications. Must include a server that has IIS 5 or above, minimum 1 GHz Processor, and minimum 512 MB RAM. SunGard Public Sector's Technical department will provide server specs and pricing as needed.

Part Number: INT-OPSCAD

Description: OPS CAD

Long Description: OpsCAD is a browser-based application that provides remote view-only access to the Customer's SunGard Public Sector Computer Aided Dispatch system. The application provides a secure method for the Customer to view open/active calls, available/active units, and search event history. If the Customer's SunGard Public Sector CAD system has maps, then the active calls can be displayed graphically on a remote map.

This application must run on a dedicated server with no other applications. Must include a server that has IIS 5 or above, minimum 1 GHz Processor, and minimum 512 MB RAM. SunGard Public Sector's Technical department will provide server specs and pricing as needed.

Part Number: RMS-P2P

Description: POLICE TO POLICE INTERNET DATA SHARING

Long Description: SunGard Public Sector's OSSl Police to Police (P2P) application is a browser-based solution that enables public safety agencies to share information from their

Records Management System while maintaining complete control over their own RMS.

Currently, this functionality includes:

- Base Name Query
- Base Incident Query
- Base Pawn Query
- Base Vehicle Query
- Base Property Query
- Mugshots with Line-ups
- Basic first-level involvements plus detail page views of many involvements

Each Site must provide the following:

- Each site must have a firewall that is approved by SunGard Public Sector.
- Each site must have a constant Internet connection to a Windows 2000 Workstation or Server (minimum 256kbps Bandwidth), not a dial-up to host their data.
- Each site must provide PCAnywhere access to the desktop of the server above for SunGard Public Sector to support via the Internet.

Part Number: INT-P2C

Description: Police 2 Citizen

Long Description: Police to Citizen (P2C) is an Internet based application for citizens to search information posted by the agency. Citizens can search accident reports, view daily bulletin and missing persons, view the Customer's calendar of events, and report basic incidents. This application is easily customizable to the Customer's preference, allowing the agency to quickly change graphics and the information that is displayed on the portal.

This application must run on a dedicated server with no other applications. Must include a server that has IIS 5 or above, minimum 1 GHz Processor, and minimum 512 MB RAM. SunGard Public Sector's Technical department will provide server specs and pricing as needed.

Part Number: INT-PROJ-MGNT

Description: PROJECT MANAGEMENT SERVICES

Long Description: Includes professional services from SunGard Public Sector for management oversight and coordination with the Customer's project management, SunGard Public Sector's internal resources and any third party vendors. Includes coordinating with the customer's project manager all SunGard Public Sector related deliveries such as application software, implementation services, and scheduling of SunGard Public Sector's resources with the customer.

Part Number: INT-OPS-INST

Description: OPCENTER INSTALLATION

Long Description: Includes one day of installation for SunGard Public Sector's OpCenter application.

Part Number: INT-OPS-TRN

Description: OPCENTER TRAINING

Long Description: Training for end-users (up to 10 people) on OpCenter. Topics include viewing CAD and/or RMS data. Class duration = up to 1 day.

Part Number: INT-P2C-INST
Description: POLICE 2 CITIZEN INSTALLATION
Long Description: Includes the installation of SunGard Public Sector's Police to Citizen (P2C) application on the P2C server.

Part Number: INT-P2P-USR-TRN
Description: P2P USER TRAINING
Long Description: Training for end-users (up to 10 people) on P2P. Topics include submitting and viewing results of queries, as well as key interactions with RMS. Class Duration = up to 4 hours.

Part Number: RMS-DATACNV-HTE
Description: DATA CONVERSION FROM HTE
Long Description: SunGard will convert data from the following CRIMES modules to the corresponding OSSI RMS module:

Master Names
Incident
Adult and Juvenile Arrest
Evidence
Field Interview
Citation
Accident

In addition, SunGard will convert Customer's CAD calls for service records to the RMS Calls for Service Module.

The specific scope of services will be controlled by the terms of a separately executed statement of work (SOW) containing the data conversion plan.

Part Number: RMS-DATACNV-HTE
Description: DATA CONVERSION FROM FIELD REPORTING
Long Description: SunGard will convert data from the following Field Reporting modules to the corresponding OSSI RMS module

The specific scope of services will be controlled by the terms of a separately executed statement of work (SOW) containing the data conversion plan.

Part Number: CAD-DATACNV-HTECAD6
Description: DATA CONVERSION FOR HTE CAD 6
Long Description: SunGard will convert data from the following HTE CAD 400 or CAD 6 modules to the corresponding OSSI CAD module:

Call History
Sites

The specific scope of services will be controlled by the terms of a separately executed statement of work (SOW) containing the data conversion plan.

Number of Software Supplements Attached: 3

GIS SOFTWARE SUPPLEMENT

Customer is solely responsible for providing SunGard Public Sector with accurate and complete data in connection with any Component Systems and SunGard Public Sector services relating to Geographic Information Systems ("GIS"), maps or other geographic analysis.

Customer must provide SunGard Public Sector with accurate GIS resources and accurate data in an ASCII EOO format file or Shape (SHP) format file for street centerlines containing:

- Block ranges (**address ranges are required**)
- Street names
- Street prefixes
- Street suffixes
- Jurisdiction/City Code
- X/Y Coordinate pairs for each street segment (referred to as "ARCS" by ARCINFO)

Customer, and not SunGard Public Sector, is solely responsible for the accuracy of Customer's street inventory and all attribute data associated with street segments. Common data errors and inaccuracies include:

- Missing streets
- Missing street segments
- Missing intersections
- Errors in street names, street prefixes and street type

Without limiting Customer's obligation to provide accurate data, SunGard Public Sector will return to Customer a list of the logical errors discovered by SunGard Public Sector when Customer's street inventory and attribute data are reviewed by SunGard Public Sector's editing/data validation utility tool ("Validation Tool"). The Validation Tool checks for the following logical errors:

- Address range undershoots
- Address range overshoots
- Missing street names
- Missing street ranges

Customer, and not SunGard Public Sector, is solely responsible for correcting all errors and ensuring the accuracy of all GIS provided data. Customer is additionally responsible to digitize all required map layers to support the Public Safety GIS-based CAD and RMS subsystems.

DATA ACCESS SUBSCRIPTION SUPPLEMENT

1. Additional Definitions.

"Agency" means any law enforcement organization that hosts an Agency Database on its own computer system and that makes its Agency Database available for query and retrieval access by other law enforcement agencies having a public service interest in obtaining the information contained on that Agency Database.

"Agency Database" means a compilation of data related to law enforcement, public safety or emergency activities, events or records, made available by an Agency for remote, electronic access. Each Agency maintains sole control over the nature and extent of access to its own Agency Databases.

"Data Sharing Network" means the combination of hardware, software and Agency Databases that enable Agencies to exchange data electronically through Internet protocols.

"Security System" means the combination of a User ID, an Agency Code and a password that uniquely identifies each individual using the Data Sharing Network, and that is required in order for such individual to obtain access to the Server and Agency Databases via the Server.

"Server" means the computer system maintained and operated by SunGard Public Sector, and through which Users obtain remote access to Agency Databases.

"User" means Customer, and includes for purposes of this Supplement the User's employees and agents on a "need to know" basis. Where the Exhibit 1 to which this Supplement is attached identifies a limitation on the number of "Sworn Officers," the term "User" shall mean only that quantity of sworn police officers or State/NCIC query-certified officers employed by User. For the avoidance of doubt, no license is deemed granted to any person meeting the definition of "User" other than Customer itself. The right that any other User acting for on behalf of Customer has pursuant to this Supplement is derivative of Customer's right of use.

2. Access Subscription to Data Sharing Network. In connection with Customer's license to use the RMS Component Systems as otherwise provided for in the Agreement, Customer, as the "User," is also obtaining a subscription to access and use the Data Sharing Network, subject to the following additional terms and restrictions:

- a. For the term provided for in Section 2(b) below, Customer will have the right to access the Server to participate in and use the Data Sharing Network. Customer's subscription to use the Data Sharing Network (the "Subscription") permits Customer to send queries and to receive information from Agency Databases made available by other participating Agencies. In connection with the Subscription;
 - i. User may create on-line or printed reports of information retrieved from Agency Databases, and reproduce, reformat, print, display and distribute internally such reports, consistent with User's normal internal procedures.
 - ii. Notwithstanding the foregoing, User is prohibited from copying, distributing or displaying any information obtained from the Data Sharing Network for commercial sale, redistribution, broadcast or transfer, or to otherwise use such information in breach of any duty of confidentiality or privacy; and further, User is prohibited from allowing any other person or entity from using the information in any manner that is prohibited by the terms of this Supplement.
 - iii. User shall not, nor authorize or enable anyone else to, access the Server or use the Software or Data Sharing Network except as expressly permitted in this Supplement.

- b. The Subscription will be co-terminus with the term during which Customer is a subscriber to "Improvements" for the Baseline RMS Component Systems pursuant to the Software Maintenance Agreement entered into by the parties on or about the Execution Date. For the avoidance of doubt, neither Customer nor any User having access to the Data Sharing Network pursuant to Customer's Subscription will have any right to access the Data Sharing Network if Customer is no longer a subscriber to Improvements for the Baseline RMS Component Systems pursuant to the Software Maintenance Agreement.

3. Security System. User has sole responsibility and liability for the use and security of all user IDs, Agency Codes and passwords provided by it to any individual. User will comply with all policies and procedures established by SunGard Public Sector from time to time related to the issuance, validation and use of individual passwords. User will promptly notify SunGard Public Sector of the identity of the individual assigned to a particular password, of the cancellation or expiration of a password, and of the loss or misuse of any password or other Security System element. All passwords are subject to cancellation or suspension by SunGard Public Sector at any time and without notice, if SunGard Public Sector has reason to believe that a password has been or is being utilized in any manner or for any purpose not expressly authorized under this Supplement.

4. Services. Each Agency Database and all information available through the Data Sharing Network is created by and is under the care, custody and control of, the individual Agencies that makes the same available to the Data Sharing Network. **SUNGARD PUBLIC SECTOR DISCLAIMS ALL RESPONSIBILITY OR LIABILITY WHATSOEVER FOR THE CONTENT OF ANY AGENCY DATABASE OR RETRIEVED INFORMATION, FOR ITS ACCURACY, COMPLETENESS OR TIMELINESS OR FOR ANY DELAY OR NON-AVAILABILITY OF THE DATA SHARING NETWORK OR ANY DATA THEREIN. USER ACCEPTS SOLE RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS AND TIMELINESS OF SUCH CONTENT, FOR ITS AVAILABILITY AND FOR ANY USE TO WHICH IT IS PUT OR RESULTS OBTAINED THEREFROM. CUSTOMER AGREES AND UNDERSTANDS THAT SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY INFORMATION USED, ACCESSED OR PLACED ON ANY AGENCY DATABASE, AND SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION THEREWITH.**

5. User Responsibilities.

- a. User is responsible for procuring, installing, and operating the individual computers used to access the Server, for providing a proper physical environment and remote access for such computers, for obtaining and installing an SunGard Public Sector-approved firewall and security system, for securing a dedicated Internet connection sufficient to meet User's data access needs and for providing such training and ongoing support services for individual users.
- b. User is solely responsible for adopting and maintaining procedures and security measures in connection with its use of the Data Sharing Network, any Agency Databases that it maintains, and in connection with any Agency Databases that it accesses. SunGard Public Sector has no responsibility and/or liability whatsoever for any: (1) security breaches or unauthorized access to the Data Sharing Network or to User's system, (2) interruption, delay, errors, or omissions of or in any Agency Database, or the results thereof, including (without limitation) examination and confirmation of data prior to use thereof, (3) provision for identification and correction of errors and omissions, (4) preparation and storage of backup data, and (5) replacement or reconstruction of lost or damaged data or media. User is advised to maintain alternative procedures for obtaining, as needed, information otherwise available through the Data Sharing Network.

- c. User is responsible for complying with all local, state, and federal laws pertaining to the use and disclosure of any information or data obtained through the Data Sharing Network, including without limitation any confidentiality or privacy requirements.
- d. User shall not permit any third party to access or use the Software provided by SunGard Public Sector, nor shall User decompile, disassemble or reverse engineer any of the Software or data structures utilized by the Data Sharing Network or permit any third party to do so.
- e. User warrants and represents that it has sufficient right and authority to grant SunGard Public Sector and other users access to its Agency Databases, to cooperate with SunGard Public Sector, as necessary, in the performance of this Agreement and to authorize and permit SunGard Public Sector to perform all work required to allow the Data Sharing Network access to User's Agency Databases (if applicable according to Section 6).

6. Agency Database Sharing. As part of the Subscription, Customer, as User, agrees to make its Agency Databases available to the Data Sharing Network. User shall host such Agency Databases on its server and shall cooperate if and when SunGard Public Sector, at its sole discretion, implements minor modifications reasonably required to provide Agency Database compatibility with and accessibility to the Data Sharing Network. Notwithstanding the foregoing, this Section 6 is not applicable where User has purchased a Non-RMS (view only) license and shall not be sharing any data on the P2P network (querying data from other agencies only). Notwithstanding anything to the contrary, User grants SunGard Public Sector permission to use the information contained in User's Agency Database to demonstrate solely to other law enforcement personnel the capabilities of the Data Sharing Network for purposes of increasing the number of departments utilizing the Data Sharing Network.

PAY AGENT SUPPLEMENT

1. Additional Definitions. "Pay Agency Products" means the products and services of those vendors (in each case, a "Vendor") that are identified in an Exhibit 1 (the "Pay Agency Products").

2. Pay Agent Designation. Customer designates SunGard Public Sector as Customer's pay agent for data processing related purchases and acquisitions, for the sole and exclusive purpose of allowing SunGard Public Sector, on behalf of Customer, to make payment to each Vendor for Customer's procurement of the Pay Agency Products under the terms and conditions of agreements (each a "Vendor Agreement") to be executed and made by and between Customer and Vendor. Customer covenants and agrees that it will promptly take all actions reasonably necessary to effect such designation of SunGard Public Sector as Customer's pay agent as provided for in this Section 2; and SunGard Public Sector covenants and agrees that, promptly after receipt of payment from Customer, SunGard Public Sector will make payment to each Vendor for Customer's procurement of the Pay Agency Products.

3. Pay Agency Products Procurement. SunGard Public Sector will, as soon as reasonably practicable, obtain for Customer, as Customer's pay agent, the Pay Agency Products from the Vendor, FOB Vendor's place of business, for use by Customer in each instance pursuant to the applicable Vendor Agreement. SunGard Public Sector will remit payments made to SunGard Public Sector by Customer promptly upon customary terms for the Pay Agency Products to the Vendor on behalf of Customer. **CUSTOMER IS HEREBY ADVISED THAT VENDOR, AND NOT SUNGARD PUBLIC SECTOR, ASSUMES ALL RESPONSIBILITY FOR AND LIABILITY IN CONNECTION WITH THE PAY AGENCY PRODUCTS. SUNGARD PUBLIC SECTOR IS NOT AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ARE BINDING UPON VENDOR OR TO ENGAGE IN ANY OTHER ACTS THAT ARE BINDING UPON VENDOR, EXCEPTING SPECIFICALLY THAT SUNGARD PUBLIC SECTOR IS AUTHORIZED TO REPRESENT THE FEES FOR THE PAY AGENCY PRODUCTS AS THE SAME IS PROVIDED FOR IN EXHIBIT 1 AND TO ACCEPT PAYMENT OF SUCH AMOUNTS FROM CUSTOMER ON BEHALF OF VENDOR. IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE DEEMED TO HAVE TAKEN TITLE OR ANY SIMILAR RIGHT OR INTEREST IN OR OF ANY PAY AGENCY PRODUCTS IN THE CHAIN OF DISTRIBUTION TO CUSTOMER, AND TITLE OR SUCH SIMILAR RIGHT OR INTEREST IN OR TO THE PAY AGENCY PRODUCTS WILL BE DEEMED TO VEST IN CUSTOMER ONLY AS OTHERWISE PROVIDED FOR IN THE VENDOR AGREEMENT.**

4. Term of Pay Agency. SunGard Public Sector's status as Customer's pay agent will expire promptly after SunGard Public Sector remits payment of the Pay Agency Products license fee to Vendor on behalf of Customer.

5. Disclaimer of Warranties. Customer agrees and understands that **SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE PAY AGENCY SOFTWARE. ALL WARRANTIES (IF ANY) ARE PROVIDED TO CUSTOMER BY VENDOR. SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

6. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR. EXCEPT FOR ITS OBLIGATION TO REMIT PAYMENT RECEIVED FROM CUSTOMER TO THE VENDOR PURSUANT TO THIS AGREEMENT, SUNGARD PUBLIC SECTOR WILL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH THE PAY AGENCY SOFTWARE. IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND/OR OTHER DAMAGES WHATSOEVER, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUNGARD PUBLIC SECTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

AGREEMENT

This Agreement is made between the City of Decatur, Illinois ("City"), a municipal corporation, Macon County, Illinois, ("County"), and the Village of Mt. Zion, Illinois, ("Village"), a municipal corporation, body politics and units of local government.

WHEREAS, the City, County and the Village are units of local government, as defined by Article VII, Section 1 of the Constitution of the State of Illinois ("Constitution"); and,

WHEREAS, the City, the County and the Village are authorized and empowered by Article VII, Section 10 of the Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq., to enter into intergovernmental agreements; and,

WHEREAS, the City, the County and the Village utilize a common Communication Dispatch Center ("Center") which is the emergency dispatch center for the emergency services of the parties; and,

WHEREAS, the City, the County and the Village are parties to an Agreement previously entered into in which the City is responsible for the operation of the Center, owns the equipment used in the operation of the Center and employs the employees of the Center; and,

WHEREAS, the County is responsible under an Agreement with the City for the preservation and retention of police records and reports; and,

WHEREAS, the City, the County and the Village recognize and agree that the software currently utilized by the Center requires updating and replacing in order to provide an efficient and reliable system for dispatching emergency services and report writing; and,

WHEREAS, the City, the County and the Village agree that they will each benefit by a software upgrade to the dispatch and report writing system currently utilized.

NOW THEREFORE, for and in consideration of the promises and covenants made herein and for their mutual benefit and the benefit of the public, industry and business, the City, the County and the Village agree as follows:

SECTION 1: EQUIPMENT

A. The City shall purchase from SunGuard Public Sector the OneSolution ("OSSI") software system to be used for dispatch and report writing by the parties subject to Section 2 of this Agreement.

B. The City shall own all equipment utilized in the Center including, but not limited to the software OSSI.

C. The City shall be responsible, subject to the provisions set forth in Section 2, for the maintenance of said equipment and software.

D. The City is authorized by the parties to make adjustments and any modifications to the equipment and/or software it deems necessary and required.

SECTION 2: PURCHASE

A. The City shall purchase the OSSI on or about November 2011 for an amount not to exceed One Hundred Fifteen Thousand Two Hundred Fifty-Eight Dollars and Two Cents (\$115, 258.02).

B. The County shall reimburse the City for their pro rata share of the cost of OSSI in the amount of Sixteen Thousand Six Hundred Seventeen Dollars and Thirty-Three Cents (\$16,617.33).

C. The Village shall reimburse the City for their pro rata share of the cost of OSSI in the amount of Two Thousand Three Hundred Seventy-Three Dollars and Ninety Cents (\$2,373.90).

D. The County and Village agree to reimburse the City the above amounts within thirty (30) days of demand by the City.

SECTION 3: MAINTENANCE

A. The City shall be responsible for the annual payment of the maintenance agreement costs of OSSI when due.

B. The County shall reimburse the City annually for their pro rata share of the maintenance agreement costs of OSSI in the amount of 15.64% of the total annual maintenance costs.

C. The Village shall reimburse the City annually for their pro rata share of the maintenance agreement costs of OSSI in the amount of 2.23% of at the total annual maintenance costs.

D. The County and the Village shall reimburse the maintenance costs to the City on or before April 15, 2012 and a like amount on April 15 of each year thereafter and without further notice or request for said reimbursement from the City.

SECTION 4: TERM OF AGREEMENT

A. This Agreement shall be effective as of the date the parties sign and execute it.

B. This Agreement shall be in effect for the time period that OSSI is utilized by the City in the Center.

C. Notwithstanding anything to the contrary, this Agreement may be terminated by any party upon giving the other parties ninety (90) days written notice of its intention and desire to terminate the same.

SECTION 5: ASSIGNMENT

The parties agree that they may not and will not assign their interests or responsibilities under this Agreement without the express written consent of the other parties.

SECTION 6: MISCELLANEOUS PROVISIONS

A. Modifications to this Agreement shall be made in writing upon agreement of the parties.

B. If any provision of this Agreement is found to be void or unenforceable for any reason by any court or other body of competent jurisdiction, the remaining provisions hereof shall be unaffected by such decision or decisions and shall remain in full force and effect.

C. All previous Intergovernmental Agreements heretofore entered into by the City and/or the County and/or the Village and not in conflict with this instant Agreement are not, by this Agreement, hereby impaired or limited in any manner, and said previous Intergovernmental Agreements or amendments to such Agreements remain in full force and effect.

D. The headings contained herein are for convenience only and shall not be used to define, explain, modify or aid in the interpretation or construction of the contents.

SECTION 7: NOTICES

For purposes of this Agreement, any notices required to be sent shall be sent to the following:

City of Decatur
Chief of Police
333 South Franklin Street
Decatur, IL 62523

County of Macon
Sheriff
333 South Franklin Street
Decatur, IL 62523

Village of Mt. Zion
Chief of ~~Chief~~ Police
Mt. Zion, IL 62549

CITY OF DECATUR, ILLINOIS, a
municipal corporation.

By

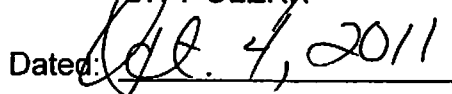
Mayor

ATTEST:



CITY CLERK

Dated:

 4, 2011

MACON COUNTY, ILLINOIS,

By Jay A. Dunn
Its _____

ATTEST:

[Signature]
Its Sharon B. Clark

Dated: 10-13-11

VILLAGE OF MT. ZION, ILLINOIS, a
municipal corporation,

By Bill Ogline
Its Mayor

ATTEST:

[Signature]
Its Janet A. Hense
Village Clerk

Dated: 10/18/11

**Amendment between
Superion LLC
City of Decatur, IL &
Central Illinois Regional Dispatch Center (CIRDC), IL**

This Amendment amends the Contract and Agreement between Superion, LLC successors to SunGard Public Sector Inc. ("Superion") and City of Decatur, IL ("Decatur"), dated October 24, 2011, with any amendments and supplements thereto (together herein referred to as "City of Decatur Agreement"):

This Amendment also amends the Order between Superion, LLC and Central Illinois Regional Dispatch Center (CIRDC), IL ("CIRDC"), with any amendments and supplements thereto (together herein referred to as "Macon County Agreement"):

The above-referenced agreements are collectively referred to herein as the "Agreements".

This Amendment is effective when signed by an authorized representative of all parties.

WHEREAS, Decatur licensed certain programs (the "Licensed Programs") from Superion; and

WHEREAS, Decatur desires to transfer the Licensed Programs (and associated payment of Annual Maintenance) to CIRDC; and

WHEREAS, the Agreements provide that they cannot be changed without the written agreement of the parties; and

NOW THEREFORE, in consideration of the mutual obligation, promises and covenants set forth in this Amendment, the parties hereto agree as follows:

1. **Incorporation within Agreements:** This Amendment shall be incorporated in the parties' respective Agreements as if fully set forth therein and shall for all intents and purposes be a part of the respective Agreements.

2. **Transfer of Applications:** The Licensed Programs are hereby transferred to CIRDC effective as of the Effective Date shown below. Decatur shall not be responsible for support payments due for the Annual Support period commencing as of the Effective Date identified below, and CIRDC agrees to pay support payments due for the Annual Support period commencing as of the Effective Date identified below.

Quantity	Transferred Applications	Effective Date	Annual Support 1/1/2018 - 12/31/2018
1	OSSI Base Computer Aided Dispatch System	1/1/2018	\$ 14,372.04
1	OSSI E911 Interface Module	1/1/2018	1,136.53
1	ONESolution CAD Map Display and Map Maintenance Software License	1/1/2018	1,136.53
7	ONESolution Additional CAD Map Display & Map Maintenance Client License	1/1/2018	2,893.10
4	OSSI Additional CAD Console License	1/1/2018	3,223.64
8	OSSI - LAN Client License for Message Switch	1/1/2018	495.92
1	OSSI - CAD Interface to Pictometry Visual Intelligence	1/1/2018	1,549.83
1	OSSI's Integrated Messaging Software Switch	1/1/2018	4,132.86
1	OSSI - CAD - Multi-Jurisdictional Dispatch Option	1/1/2018	826.56
8	ONESolution CAD Client AVL License	1/1/2018	3,308.40
1	OSSI Client Base Records Management System - 75 Workstation	1/1/2018	19,929.61
1	OSSI Multi-Jurisdictional RMS Option	1/1/2018	1,010.27
1	OSSI Medical PROQA Interface	1/1/2018	990.45
	Total		\$ 55,003.74

3. **Effect of Amendment:** Except for the foregoing described changes to the respective Agreement, each respective Agreement shall in all other respects remain in full force and effect, unchanged hereby.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment in manner and form sufficient to bind them on the day and year indicated after their respective execution hereof.

CITY OF DECATUR, IL

Authorized Signature

Tim A. Gleason, City Manager

Type or Print Name and Title

October 16, 2017

Date

SUPERION, LLC

Authorized Signature

Tom Amburgey, General Manager

Type or Print Name and Title

9/21/17

Date

CENTRAL ILLINOIS REGIONAL DISPATCH
CENTER (CIRDC), IL

Authorized Signature

Jonathan D. Thomas

Type or Print Name and Title

10-23-17

Date

RESOLUTION NO. R2017-129

**RESOLUTION AUTHORIZING AMENDMENT TO
AGREEMENT WITH SUPERION, LLC,
CENTRAL ILLINOIS REGIONAL DISPATCH CENTER, AND
THE CITY OF DECATUR**

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

Section 1. That the amended agreement presented to the City Council herewith with Superion, LLC and the Central Illinois Regional Dispatch Center regarding OSSI (OneSolution) Software Annual Maintenance for the Decatur Police Department be, and the same is hereby, received, placed on file and approved.

Section 2. That the City Manager or his designee be, and they are hereby, authorized and directed to execute said amended agreement on behalf of the City of Decatur to Superion, LLC and the Central Illinois Regional Dispatch Center effective January 1, 2018.

PRESENTED and ADOPTED this Sixteenth day of October, 2017.



JULIE MOORE WOLFE, MAYOR

ATTEST:



CITY CLERK

OSSI ANNUAL MAINTENANCE AGREEMENT FEES – 2018

Decatur Police pays 79.09% which is \$51,061.07

Decatur Fire pays 3.04% which is \$1,962.65

Mt. Zion PD pays 2.23% which is \$1,439.70

MSO pays 15.64% which is \$10,097.30

The total bill for 2018 was \$64,560.72

The bill is due June 28, 2018.

Information Technology

DATE: 6/18/2018

MEMO: 2018-05

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
James Edwards, Director Information Technology Department

SUBJECT: Microsoft Office 365 License Renewal

SUMMARY RECOMMENDATION: Staff recommends that City Council approve the attached resolution, authorizing the City Manager to execute a three-year agreement with CDW-G for Microsoft Office 365 License Fulfillment.

BACKGROUND:

The City has standardized on the Microsoft Office 365 Productivity Software Suite and for the past nine years has utilized the Office 365 “subscription service” to license the products. Microsoft Office software plays a critical role with providing common everyday office based software used in carrying out City business. Many City Staff employees utilize more than one computer device where Microsoft Office product is required in their roles. This Office 365 subscription purchase allows individual employees to use the Office 365 product on as many as five different devices with a single license. The current agreement expires on June 30, 2018.

The quote received for this agreement is attached. The proposed vendor, CDW-G, has the Illinois Large Account Reseller (LAR) agreement with Microsoft for government entities and therefore provides the lowest purchase price for this product. Entering into a multi-year agreement through CDW-G under their LAR agreement represents a 17.58% discount over purchasing annually. Staff recommends acceptance of the three-year Office 365 licensing proposal from CDW-G totaling \$119,034.48.

PRIOR COUNCIL ACTION:

POTENTIAL OBJECTIONS: None Anticipated

INPUT FROM OTHER SOURCES:

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

BUDGET/TIME IMPLICATIONS:

The agreed upon cost of \$119,034.48 will be paid in three annual installments as follows:

June 2018 – Year one fulfillment – \$39,678.16

June 2019 – Year two fulfillment – \$39,678.16

June 2020 – Year three fulfillment – \$39,678.16

Year one fulfillment totaling \$39,678.16 will be paid from the approved FY2018 IT Department operating budget.

ATTACHMENTS:

Description	Type
Office 365 Resolution Letter	Resolution Letter
CDW-G Renewal Quote	Cover Memo

RESOLUTION NO. R_____

**Resolution Approving Expenditure of City Funds to Renew Microsoft Office
365 Licensing Fulfillment for The Next Three Years.
CDW-G**

Section 1. That the Price Quote presented to the City Council herewith from CDW-G for the renewal of Microsoft Office 365 Licensing Fulfillment for the next 3 years, be, and the same is hereby, received, placed on file, and approved.

Section 2. That the City Manager or his designee be, and he is hereby, authorized and directed to execute a Purchase Order to CDW-G for \$39,678.16 annually for the next three years totaling \$119,034.48.

PRESENTED and ADOPTED this 18th day of June, 2018.

JULIE MOORE WOLFE, MAYOR

ATTEST:

DEBRA G. BRIGHT, CITY CLERK



CDW Government, LLC
Microsoft Enterprise 6.6 Agreement Pricing

Enterprise Quote
for

Date 5/11/18
Account Manager

VSL Specialist Pat McCormack
Channel Price Sheet Month

Unless otherwise noted, All Quotes expire upon current month's end

Annual Payment													
Customer to make three annual payments to CDW-G													
Microsoft Part #		Description	Level	Quantity	Year 1		Year 2		Year 3				
					Price	Extended	Price	Extended	Price	Extended			
3WS-00001	Office 365 Pro Plus Gov	D	284	\$	108.79	\$	30,896.36	\$	108.79	\$	30,896.36		
021-05464	OfficeStd ALNG SA MVL	D	55	\$	66.76	\$	3,671.80	\$	66.76	\$	3,671.80		
021-05331	OfficeStd ALNG LicSAPk MVL	D	40	\$	127.75	\$	5,110.00	\$	127.75	\$	5,110.00		
					Year 1 Total	\$	39,678.16	Year 2 Total	\$	39,678.16	Year 3 Total	\$	39,678.16
					Three Year Total	\$	119,034.48						

Notes

Renewal quote for EA: 6662528 - expires 6/30/18

Terms & Conditions

Terms and Conditions of sales and services projects are governed by the terms at:
<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

Public Works

DATE: 5/31/2018

MEMO: 2018-24

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Matt Newell, P.E., Public Works Director

SUBJECT: Resolution Approving a Water Services Agreement with the Village of Harristown

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolution authorizing the Mayor to sign, and the City Clerk to attest, a Water Services Agreement between the City of Decatur and the Village of Harristown.

BACKGROUND:

It is common practice in the water utility industry to have mutually beneficial agreements between adjacent utilities to supply water during emergencies or other unique situations. Decatur and Harristown have had such an agreement in place since at least 1995. Per these agreements, on rare occasions, Harristown purchases water from Decatur at double the normal water rate. These purchases are for small quantities that have no negative impacts on our ability to supply water to our full time customers.

City Code Chapter 64, Paragraph 12 also requires that an agreement be instituted:

Service Outside of Corporate Limits. Water may be furnished through services situated outside the corporate limits of the City only upon express agreement approved by the Council, and then only upon charges two times the charges for water furnished water services of the same classification situated within the corporate limits.

The proposed agreement differs from the previous one in three major areas:

- 1 . Harristown is considering joining a regional water cooperative. The proposed agreement addresses this possibility.
2. In order to protect Decatur's water quality, a water main backflow prevention device is required to be installed by Harristown.

3. Billing and payment language was updated to reflect the City's current requirements and practices.

The agreement was approved by the Village of Harristown on April 23, 2018.

City staff is examining the renewal of similar agreements with the Village of Mt. Zion and the Long Creek Township Water Department.

PRIOR COUNCIL ACTION:

On November 15, 2010 the City Council approved the previous Water Services Agreement.

POTENTIAL OBJECTIONS: None.

INPUT FROM OTHER SOURCES:

Village of Harristown.

LEGAL REVIEW: The proposed Agreement was approved by the Legal Department on February 21, 2018.

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

BUDGET/TIME IMPLICATIONS:

None.

SCHEDULE: The agreement is effective May 1, 2018 – April 30, 2023.

COPY:

Evelyn Deverell, Mayor of Harristown
Keith Alexander, Water Production Manager
Randy Miller, Water Services Manager

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Agreement	Backup Material

RESOLUTION NO. R2018- _____

**RESOLUTION APPROVING A WATER SERVICES AGREEMENT WITH THE
VILLAGE OF HARRISTOWN**

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

Section 1. That the Agreement presented to the Council herewith between the City of Decatur and the Village of Harristown regarding services for potable water 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 Agreement on behalf of the City.

PRESENTED AND ADOPTED this 18th day of June 2018.

JULIE MOORE WOLFE
MAYOR

ATTEST:

CITY CLERK

AGREEMENT

WHEREAS, the Village of Harristown, Illinois ("Village") owns and operates a water supply, storage and distribution system; and,

WHEREAS, the City of Decatur, Illinois, ("City") owns and operates a water works system; and,

WHEREAS, both parties desire to enter into an agreement to secure a supply of treated water from the system of the City for the system of the Village during episodes occasioned by a temporary failure or during the replacement of the second water works system or some part thereof; and,

WHEREAS, both parties have entered into similar past agreements, with the most recent agreement dated November 15, 2010.

For and in consideration of the promises and covenants respectively to be performed by the parties hereto, it is agreed by and between the Village of Harristown, Illinois, and the City of Decatur, Illinois, as follows:

1. That the term of this agreement will be for a period of five (5) years commencing May 1, 2018.
2. That during the term of this Agreement, the Village may offer and maintain water service only within the corporate limits of the Village. The Village may furnish water to users outside the corporate limits of the Village only upon consent of the City Council expressed by ordinance or resolution.
3. That any extension or modification of the Village water system shall be constructed in compliance with the established standards used by the Illinois Environmental Protection Agency.

4. That there shall be no connection, directly or indirectly, to the Village system or any connection of any service connected to the Village system to any source of water other than that supplied by the City or the Village or an Illinois Environmental Protection Agency authorized potable water cooperative that the Village may become a member of.

5. That no connection to the Village system for a water service or otherwise shall be made except by a plumber licensed by the State of Illinois or by an employee of the Village.

6. That the Village shall not furnish water service through its system to any premises unless said premises are served by and connected with a properly installed and operating sanitary waste disposal facility which may include a properly operating and installed septic tank system conforming with the specifications, standards and regulations of the State of Illinois regarding such systems.

7. That during the term of this Agreement the City shall furnish to the Village treated and potable water from the water works system of the City, the delivery point to be agreed upon by the Village and the City. The Village shall be responsible for all expenses for connection to the City water system and connection maintenance. In order to protect the City's water supply, the Village shall install backflow prevention at the City-Village delivery point by December 31, 2020 or prior to the Village consuming water from a potable water cooperative, whichever occurs first. Plans and specifications for such connection and backflow prevention shall be pre-approved by the City Director of Public Works. The quantity of water to be so furnished shall be limited to not to exceed an average of 150,000 gallons per day; provided that, no water shall be furnished under the provisions hereof for more than 182 consecutive days per calendar year without the written consent of the City Manager. The Village shall notify the City's Water Production Office by telephone (424-2831) no later than one (1) hour after any potable water treated by the City is placed into the Village's distribution system, and shall briefly explain such placement and use at such time.

8. That at said delivery point or points, the Village shall furnish, install and maintain to City standards and specifications metering and regulating devices which shall remain the property of the Village and by it made accessible to the City for reading and inspection. Said metering and regulating devices shall be sealed against tampering or unauthorized adjustment and shall be promptly tested at the expense of the Village from time to time upon request in writing from the City.

9. The quantity of water furnished to the Village by the City shall be determined monthly at such time during the month as shall be determined by the City. Within a reasonable time after the quantity of water furnished is determined, the City shall bill the Village, and the Village shall, on or before the 14th day following the day on which the Village is billed, pay the City. The amounts charged the Village shall be determined by the application of the provisions of Chapter 64 of the City Code, which said amounts shall not exceed two (2) times the water charges for commercial monthly services situated within the corporate limits of the City plus applicable service charge.

10. In the event that the Village shall fail to pay the City for water furnished on or before the 14th day following the day on which the Village is billed, a penalty of five percent (5%) for each period of thirty (30) days or part thereof that the amount of such bill remains due and unpaid shall be added to the amount thereof and shall be paid by the Village.

11. In the event that restrictions upon the use of water, whether as to amount or type of use or otherwise, are established by the City for use of water furnished from the City water system, the Village shall establish and enforce the same restrictions in a like manner for water furnished from the system of the Village during said period, if the Village is using City water at the time pursuant to this Agreement.

12. As is currently ordained as to all water services furnished water from the water system of the City by the provisions of Chapter 64, Section 18 and 19 of the City Code, the City may terminate

the furnishing of water to the Village for non-payment of water charges as in said sections so provided, or as the same may be amended from time to time. In the event a violation is claimed, the claiming party shall give notice in writing thereof to the other party, which party shall be given a reasonable time in light of the nature of the violation claimed to correct the same, which time shall be not less than ten (10) days from the date of notice; provided, however, that any violation resultant upon a cause majeure shall not subject either party to liability hereunder.

13. That the provisions of this Agreement are expressly made subject to the provisions and covenants of any currently outstanding water revenue bond issues of either party, and the provisions hereof shall be so construed as to be compatible with and to conform thereto.

14. Notwithstanding any other provisions to the contrary set out in this Agreement, the City may interrupt or discontinue the furnishing of water to the Village if the same jeopardizes the water supply, or the distribution of water by the City.

15. In the event that the furnishing of water to the Village is interrupted or interfered with or infringed upon for whatever reason or by whatever cause, except the active negligence of the agents or employees of the City, the Village does hereby release, and the Village shall indemnify and hold harmless, the City from any and all liability or responsibility for the same.

16. Except to the extent that the context thereof is patently not applicable thereto, or to the extent the parties hereto have agreed otherwise as set out herein, the provisions of general ordinance of the City with regard to water service from time to time in force and effect, the same being currently set out at Chapter 64 of said Code, shall apply during the term of this Agreement, including, but not limited to, provisions requiring payment of service charges.

17. During the term of this Agreement, the City shall have the Option of purchasing water from the Village at a rate no greater than the rate being paid by the Village at the time under this Agreement and in a quantity mutually agreeable to both parties.

18. This Agreement may be terminated without cause by either party subject to a 30 calendar day U.S. mail postage prepaid written notice and the right of the party being terminated to meet and discuss the termination with the other party before the termination takes place.

Village contact is:

Mayor
Village of Harristown
PO Box 200
Harristown IL 62537

City contact is:

City Manager
City of Decatur
1 Gary K. Anderson Plaza
Decatur IL 62523

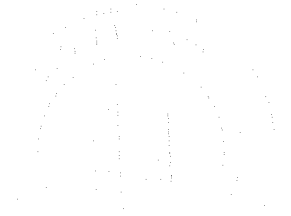
SIGNED, SEALED AND ATTESTED on behalf of the Village of Harristown, Illinois, as authorized and directed by the Village Board thereof, by its President and Clerk this 23rd day of April, 2018.

VILLAGE OF HARRISTOWN, ILLINOIS,

By Cathy J. Deverell
MAYOR

ATTEST:

Penny Allen by Stephanie Nettles
CLERK Deputy Clerk



SIGNED, SEALED AND ATTESTED on behalf of the City of Decatur, Illinois, as authorized and directed by the Council thereof, by its Mayor and City Clerk this _____ day of _____, 2018.

CITY OF DECATUR, ILLINOIS,

By _____
MAYOR

ATTEST:

CITY CLERK

Public Works

DATE: 5/23/2018

MEMO: 2018-25

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Matthew C. Newell, P.E., Public Works Director

SUBJECT:

Resolution Authorizing an Agreement with WHKS & Co., to Perform Bridge Design Services for the Taylor Road / Ward Branch and West Main / Steven's Creek Bridges, City Project 2018-05

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolutions authorizing the Mayor to sign and the City Clerk to attest to the following items:

1. Resolution authorizing a professional engineering services agreement between the City of Decatur and WHKS & Co., (WHKS) to perform bridge design services for the Taylor Road / Ward Branch and West Main / Stevens Creek bridges for a fee of \$230,825.74.
2. Resolution approving a preliminary engineering services agreement and appropriating \$230,825.74 in State Motor Fuel Tax (MFT) funds to pay for the agreement with WHKS to perform bridge design services for the subject bridges.

BACKGROUND:

In late 2016 and early 2017, AECOM inspected the following City bridges that were identified as having structural concerns:

Taylor Road / Ward Branch Bridge
Garfield Avenue Bridge / Illinois Central Railroad Yard
Garfield Avenue / 22nd Street Bridge

Taylor Road Bridge

Of the bridges inspected by AECOM, the Taylor Road Bridge and the Center Street Bridge were determined to have the highest priority for replacement. Under the National Bridge Inspection System (NBIS) guidelines required by the Federal Highway Administration, the Taylor Road Bridge has a superstructure rating of “4” (Poor Condition) on a scale of 0-9 (0=Required Closure, 9=New). The poor rating of the bridge reflects heavy rust damage present on some of the beams underneath the structure. It needs to be noted that currently, the bridge is in safe condition and is not under any required weight restrictions.

The City has requested \$800,000 in Federal Surface Transportation funding to cover 80% of the estimated \$1 million construction cost to replace the Taylor Road Bridge in 2020.

West Main Street Bridge

City staff conducts routine bridge inspections of 29 bridges throughout the City. During the inspection of the West Main Street Bridge over Steven’s Creek, erosion had exposed some of the steel piles that support the east and west ends of the bridge. An inspection of the exposed piles revealed that at least one of the piles had rusted through (see photo sheet in Appendix A) and some of the piles had significant rusting. Under the National Bridge Inspection System (NBIS) guidelines required by the Federal Highway Administration, the damaged piles produced a substructure rating of “5” (Fair Condition) on a scale of 0-9 (0=Required Closure, 9=New). While the overall condition of the West Main Bridge is good and the bridge is safe for traffic, it is necessary to repair the damaged piles and keep them from further corrosion insofar as possible. The estimated cost of these repairs are unknown at this time.

Request for Proposals

On January 19, 2018, the Public Works Department issued a request for proposals and qualifications from area engineering firms to provide design services to replace the Taylor Road Bridge. Proposals were received on February 16, 2018. Twelve firms responded to the City’s request and 6 submitted formal statements of qualifications. Public Works Department staff reviewed the proposals and recommends WHKS & Co., of Springfield, IL, as the firm best able to serve the City in performing the requested design services.

Engineering Services Agreement

The design services are to prepare design drawings and IDOT and FHWA approvals to perform the bridge construction work in 2020 for the Taylor Road Bridge and 2019 for the West Main Bridge. The Design Services Agreement will include the following services:

1. Perform topographic surveys of the project sites. This work will also include gathering information on Ward Branch in particular.
2. Prepare a hydraulic report for the Taylor Road Bridge to identify any effect the structures may have on

- Ward Branch and determine if there are scour concerns with the structure footings.
3. Complete the designs for each bridge and prepare construction plans for bidding.
 4. Prepare the project specifications with the bidding information required by IDOT.
 5. Coordinate the construction plans and specifications with area schools and residents. This will include a public meeting to discuss the closure of Taylor Road during construction of the new bridge.
 6. Provide construction bidding assistance to the City as needed.

The proposed fee is \$230,825.74, which will be paid from the State Motor Fuel Tax Fund.

LEGAL REVIEW: The agreement was approved by the Corporation Counsel on May 16, 2018.

SCHEDULE: DESIGN AND CONSTRUCTION:

Design work will begin upon approval of the agreement by the City Council. **Taylor Road Bridge:** The design is to be completed by fall of 2019 for a late 2019 or early 2020 IDOT project letting. Bridge replacement will begin spring of 2020. **West Main Bridge:** The design is to be completed by fall of 2018 for a late 2018 or early 2019 State MFT project letting. Construction will begin spring of 2019 on these repairs.

PRIOR COUNCIL ACTION:

June 20, 2016 – The City Council was given a memorandum detailing the condition and status of the City’s bridges that fall within the jurisdiction of the National Bridge Inspection Standards (NBIS). This memorandum identified bridges that were known to City staff as having structural concerns. The following bridges were identified, including the Taylor Road Bridge over Ward Branch.

Mound Road / Spring Creek (East) Bridge (Currently under construction)
Mound Road / Spring Creek (West) Bridge
Mound Road / Spring Creek (Middle) Bridge
Center Street / Stevens Creek Bridge
Meadowlark Bridge
Taylor Road Bridge
Grove Road Bridge
Garfield Avenue Bridge / Illinois Central Railroad Yard
Garfield Avenue / 22nd Street Bridge
Country Club / Lake Decatur Bridge

To date, the Mound Road East bridge has been replaced. The two remaining Mound Road bridges are currently being designed for replacement in 2019.

October 3, 2016 – The City Council authorized resolution 2016-116 approving a professional engineering services agreement between the City of Decatur and AECOM

Technical Services, Inc., to perform bridge inspections and prepare preliminary bridge condition reports for a fee of \$77,803.80. The Taylor Road Bridge over Ward Branch was one of the bridges inspected by AECOM.

POTENTIAL OBJECTIONS: There are no known objections

INPUT FROM OTHER SOURCES: WHKS & Co.

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

BUDGET/TIME IMPLICATIONS:

Budget Impact: The proposed engineering services agreement with WHKS & Co. is for \$230,825.74. Funding for this project is allocated in the State Motor Fuel Tax Fund.

The City is requesting \$800,000 in federal funding to cover approximately 80% of the estimated \$1 million cost for replacing the Taylor Road bridge. The remaining 20% for the Taylor Road Bridge replacement, and the funds to cover the cost of repairing the West Main Bridge will come from the City’s allocation of State Motor Fuel Tax funds.

Staffing Impact: Staff time is allocated to manage and review the specified bridge inspections.

This memorandum was prepared by Matthew C. Newell, P.E.

COPY: WHKS & Co.

ATTACHMENTS:

Description	Type
Resolution to approve Agreement WHKS	Resolution Letter
WHKS Agreement	Backup Material
Appendix A to Council Memo	Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AN AGREEMENT WITH
WHKS & CO. FOR ENGINEERING SERVICES TO PROVIDE
DESIGN SERVICES TO IMPROVE THE TAYLOR ROAD / WARD BRANCH
AND WEST MAIN STREET / STEVENS CREEK BRIDGES
CITY PROJECT 2018-05**

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

Section 1. That the Agreement authorizing the professional engineering services to provide design services to improve the Taylor Road / Ward Branch and West Main / Steven's Creek Bridges, presented to the Council herewith between the City of Decatur and WHKS & Co., for a fee of \$230,825.74, be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and the City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and WHKS & Co. for a fee not to exceed \$230,825.74.

PRESENTED and ADOPTED this 18th day of June, 2018.

Julie Moore Wolfe, Mayor

ATTEST:

Debra G. Bright, 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:

WHKS & CO.

("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 CHANGE ORDERS. 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 Change Order from the City's Representative, to perform extra work before such work is actually performed. A Change Order 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 change orders 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. 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.

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 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 one million dollars (\$1,000,000) per occurrence. General Liability Insurance shall include:

Personal Injury Liability coverage.
 - c. Automobile Liability: Combined single limits of 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 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. 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.
3. 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.

The City shall indemnify and save harmless the Consulting Engineer, its officers and employees against any and all claims for damages to property or injuries to or death of any person or persons, including property and employees or agents of the Consulting Engineer and including reasonable attorney's fees incurred by the Consulting Engineer or required in any way to be paid by the Consulting Engineer, in defense thereof, and shall indemnify and save harmless the Consulting Engineer from all claims, demands, suits, actions or proceedings including Worker's Compensation claims, of or by anyone whomsoever, proximately caused or proximately arising out of negligent acts or omissions to act by City in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the City 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. 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 C an amount based on Direct Labor Costs times 3.1 for services rendered by principals and employees assigned to the Project.

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

- B. SUBCONSULTANT. The City shall pay the Consulting Engineer for services and reimbursable expenses of subconsultants engaged by the Consulting Engineer with the approval of the City's Representative, the amount billed by the Subconsultant to the Consulting Engineer times an approved multiplier of 1.1.

- 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 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. 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. 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. 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. 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. The Consulting Engineer and City hereby expressly acknowledge and agree that the Local Government Prompt Payment Act does not apply to this Agreement.
- E. 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 _____, 2018

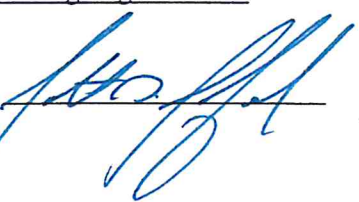
THE CITY OF DECATUR, ILLINOIS

By: _____
Mayor

ATTEST:

City Clerk

Consulting Engineer Firm

By:  _____



ATTACHMENT A

Engineering Estimate Summary		
WHKS Labor Fee (Est)	\$ 25,835.40	98.2%
WHKS Direct Cost (Est)	\$ 466.30	1.8%
(Subconsultant - Survey)	\$ -	0.0%
(Subconsultant - Soil Borings)	\$ -	0.0%
Contingency 25%	\$ 6,575.43	
Total Engineering Estimate	\$ 32,877.13	

7018 Kingsmill Court
Springfield, IL 62711-7387
Phone: (217) 483-WHKS
Fax: (217) 483-9458

Mult = 3.10

Project Data

Client: City of Decatur

Route: W Main St. (FAU 7386)

Section No.: 18-00805-00-BR

Structure #'s: 058-0119

Scope: Perform field inspection of abutment piles and measure deterioration with thickness meter. Perform load rating on abutment units and coordinate results with City and IDOT. Prepare Environmental Survey Request and Army Corp 404 applications for any channel worked required as part of pile repair contract. Prepare final plans, special provisions, estimates and bid documents for a local letting using MFT funding. Assist the city with minor bidding and construction questions as necessary. Letting Fall 2018 (TBD). Assume all work performed below bridge while open to traffic. No repair work to approach slab or road assumed. No traffic control plans or specifications are assumed.

Item Description	Total Hours	Project Manager	Transportation Eng III	Transportation Eng II	Transportation Eng I	Structural Eng III	Structural Eng II	Structural Eng I	Hydraulic Eng III	Hydraulic Eng II	Hydraulic Eng I	Engineering Tech III	Engineering Tech II	Engineering Tech I	Const Observer	Admin. Assistant
001 Project Administration																
01 Project Admin and Management	4	4														
02 Billing/Invoicing (1 hours/invoice x 2 invoices)	2	2														
01 Sub-Consultant Coordination	0	0														
03 Meetings (1 assumed with City Engineering Staff)	6	3				3										
Labor Hours Subtotal	12	9	0	0	0	3	0	0	0	0	0	0	0	0	0	0
Labor Costs Subtotal	\$ 2,185.50	\$ 1,674.00	\$ -	\$ -	\$ -	\$ 511.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	8.3%															
002 Reports and Coordination																
01 Abbreviated BCRs - Not req'd	0															
02 Preliminary Bridge and Hydraulic Reports	0															
03 Clearinghouse Coordination	0															
04 Project Development Report (Not Req'd)	0															
Labor Hours Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Labor Costs Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0.0%															
003 Permits and Coordination																
01 ESR (Cultural, Biological, Wetlands)	11	1		4								6				
02 404 Permit (Joint Application Form)	7	1						2				4				
03 SWPPP	0															
03 IDNR Individual Floodway Permit Coord	0															
04 Asbestos Determination	0															
05 Utility Coordination (Julie Request)	3	1						2								
Labor Hours Subtotal	21.0	3	0	4	0	0	0	4	0	0	0	10	0	0	0	0
Labor Costs Subtotal	\$ 2,418.00	\$ 558.00	\$ -	\$ 434.00	\$ -	\$ -	\$ -	\$ 372.00	\$ -	\$ -	\$ -	\$ 1,054.00	\$ -	\$ -	\$ -	\$ -
	9.2%															
004 Hydraulics and Drainage																
01 Drainage Area/Flows (StreamStats)/Modify basin	0															
02 Prepare Base HECRAS Model	0															
03 Analyze Natural and Existing Condition	0															
04 Analyze Proposed Conditions	0															
05 Ditch Hydraulics and Special Ditches	0															
06 Entrance Culverts	0															
Labor Hours Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Labor Costs Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0.0%															
005 Roadway Design and Plan Preparation																
01 Process Survey Data and Create DTM	0															
02 Roadway Design, Roadside Safety	0															
03 Cover, General Notes, SOQ, Schedules	0															
03 Typical Sections, Entrance Details	0															
03 Erosion Control and Drainage Details	0															
03 Alignment, Ties, Benchmarks, Coordinates	0															
03 Plan and Profile Sheet	0															
03 Cross-Sections	0															
03 Miscellaneous Details	0															
04 Roadway Quantities	0															
Labor Hours Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Labor Costs Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0.0%															



Engineering Estimate Summary		
WHKS Labor Fee (Est)	\$ 25,835.40	98.2%
WHKS Direct Cost (Est)	\$ 466.30	1.8%
(Subconsultant - Survey)	\$ -	0.0%
(Subconsultant - Soil Borings)	\$ -	0.0%
Contingency 25%	\$ 6,575.43	
Total Engineering Estimate	\$ 32,877.13	

Project Data

Client: City of Decatur

Route: W Main St. (FAU 7386)

Section No.: 18-00805-00-BR

Structure #'s: 058-0119

Scope: Perform field inspection of abutment piles and measure deterioration with thickness meter. Perform load rating on abutment units and coordinate results with City and IDOT. Prepare Environmental Survey Request and Army Corp 404 applications for any channel worked required as part of pile repair contract. Prepare final plans, special provisions, estimates and bid documents for a local letting using MFT funding. Assist the city with minor bidding and construction questions as necessary. Letting Fall 2018 (TBD). Assume all work performed below bridge while open to traffic. No repair work to approach slab or road assumed. No traffic control plans or specifications are assumed.

Item Description	Total Hours	Project Manager	Transportation Eng III	Transportation Eng II	Transportation Eng I	Structural Eng III	Structural Eng II	Structural Eng I	Hydraulic Eng III	Hydraulic Eng II	Hydraulic Eng I	Engineering Tech III	Engineering Tech II	Engineering Tech I	Const Observer	Admin. Assistant
006 Bridge Design and Plan Preparation																
01 Field Inspection of Abutment Piles (2 Inspectors)	16					8	8									
02 Documentation-Field Sketches	8						4					4				
03 Substructure (Abutment Only) Load Rating Analysis	13	1				8	4									
04 Pile Repair Calculations	11	1				6	4									
04 Pile Repair Details	17	1				4						12				
05 Quantities	4					2	2									
Labor Hours Subtotal	69	3	0	0	0	28	22	0	0	0	0	16	0	0	0	0
Labor Costs Subtotal	\$ 10,087.40	\$ 558.00	\$ -	\$ -	\$ -	\$ 4,774.00	\$ 3,069.00	\$ -	\$ -	\$ -	\$ -	\$ 1,686.40	\$ -	\$ -	\$ -	\$ -
	38.4%															
007 Final Plans, Specification and Estimates																
01 Special Provisions (City Format)	18	4					14									
02 Estimate of Cost	7	1		2			4									
02 Estimate of Time	3	1					2									
03 Bid Documents (Local Let-City Forms)	16	4	12													
04 Pre-Final Plan Revisions (Address IDOT comments)	5	1					2					2				
Labor Hours Subtotal	49	11	12	2	0	0	22	0	0	0	0	2	0	0	0	0
Labor Costs Subtotal	\$ 7,626.00	\$ 2,046.00	\$ 2,083.20	\$ 217.00	\$ -	\$ -	\$ 3,069.00	\$ -	\$ -	\$ -	\$ -	\$ 210.80	\$ -	\$ -	\$ -	\$ -
	29.0%															
008 Miscellaneous/Other																
01 Field Check of Structure (in structure hours)	0															
02 Shop Drawing Review (deck beams)	0															
03 Pre-Construction Meeting	6	3					3									
04 Phase 3 Involvement (minor questions-no field visits)	8	4				4										
Labor Hours Subtotal	14	7	0	0	0	4	3	0	0	0	0	0	0	0	0	0
Labor Costs Subtotal	\$ 2,402.50	\$ 1,302.00	\$ -	\$ -	\$ -	\$ 682.00	\$ 418.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	9.1%															
009 QC/QA																
01 Hydraulic QC/QA	0															
02 Roadway QC/QA	0															
03 Bridge QC/QA	6	6														
Labor Hours Subtotal	6	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Labor Costs Subtotal	\$ 1,116.00	\$ 1,116.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	4.2%															
Total Labor Hours	171	39	12	6	0	35	47	4	0	0	0	28	0	0	0	0
Total Labor Cost	\$ 25,835.40	\$ 7,254.00	\$ 2,083.20	\$ 651.00	\$ -	\$ 5,967.50	\$ 6,556.50	\$ 372.00	\$ -	\$ -	\$ -	\$ 2,951.20	\$ -	\$ -	\$ -	\$ -

City of Decatur
Main Street Bridge over Stevens Creek (058-0119) - Pile Repairs
WHKS - Estimated Direct Expenses

ATTACHMENT A

Mileage

Assumptions: Following are estimated trips between the WHKS Springfield office and the Project Site or City of Decatur Offices (approximately 100 miles/round trip).

- 1 trips for field inspection of piles =1 x 100 x \$0.545	\$ 54.50
- 1 trips to meet with City of Decatur to discuss Pile findings =1 x 100 x \$0.545	\$ 54.50
- 1 trips for Pre-Construction Meeting =1 x 100 x \$0.545	\$ 54.50
Total =	\$ 163.50

Meals

Assumptions: 1 (one) lunch meal for day of inspection per person.

1 meal for day of inspection, \$10 per meal per person =2 x \$10	\$ 20.00
Total =	\$ 20.00

Printing/Copying

Assumptions: Printing and or copying at WHKS office.

Meeting documentation (assumes 4 people & 6 pages/person) = 4 x 6 x \$0.10/copy	\$ 2.40
Prefinal PSE Copies to IDOT District 7 (4 spec books at 100 pages, 4 sets of plans at 3 pages) = 412 x \$0.10/copy	\$ 41.20
Final PSE Copies to IDOT District 7 (4 spec books at 100 pages, 4 sets of plans at 3 pages) = 412 x \$0.10/copy	\$ 41.20
Final PSE Copies to City for Bidding (10 spec books at 100 pages, 10 sets of plans at 3 pages) = 1030 x \$0.10/copy	\$ 103.00
Total =	\$ 187.80

Postage

Assumptions: Fedex shipping of plans and specifications

Prefinal PSE Copies to IDOT District 7 (4 sets of plans and specs)	\$ 25.00
Final PSE Copies to IDOT District 7 (4 sets of plans and specs)	\$ 25.00
Final PSE Copies to City for Bidding (10 sets of plans and specs)	\$ 45.00
Total =	\$ 95.00

TOTAL ESTIMATED DIRECT EXPENSES = \$ 466.30



ATTACHMENT A

Engineering Estimate Summary		
WHKS Labor Fee (Est)	\$ 159,160.20	84.4%
WHKS Direct Cost (Est)	\$ 1,101.30	0.6%
RW Lamb - Survey/ROW Plats @ 10% Markup)	\$ 22,277.11	11.8%
SKS - Soil Borings (@ 10% Markup)	\$ 5,984.00	3.2%
Contingency 5%	\$ 9,426.13	
Total Engineering Estimate	\$ 197,948.74	

% of Estimated Construction Cost		
Est. Construction Cost	\$ 1,000,000.00	Adjusted From BCR
% Const w/o contingency	18.9%	
% Const w contingency	19.8%	

7018 Kingsmill Court
Springfield, IL 62711-7387
Phone: (217) 483-WHKS
Fax: (217) 483-9458

Mult = 3.10

Project Data

Client: City of Decatur

Route: Taylor Road (FAU 7426)

Section No.: 18-00805-00-BR

Structure #'s: 058-6002

Scope: Remove and replace existing structures with single span steel/PPC I beam bridge with cast in place concrete deck. Widen, replace, and resurface roadway/shoulders as needed, install terminals and guardrail to proper length of need. Perform field survey, obtain soil borings, conduct hydraulic analysis of proposed structures and prepare reports and permits as needed to gain design approval from Department. Prepare final plans, special provisions and estimates for a state letting using Federal funding. Perform ROW survey, research and prepare all necessary Plats for land acquisition (6 parcels assumed). Assist the city with minor bidding and construction questions as necessary. Letting TBD.

Item Description	Total Hours	Project Manager	Transportation Eng III	Transportation Eng II	Transportation Eng I	Structural Eng III	Structural Eng II	Structural Eng I	Hydraulic Eng III	Hydraulic Eng II	Hydraulic Eng I	Engineering Tech III	Engineering Tech II	Engineering Tech I	Const Observer	Admin.
001 Project Administration																
01 Project Admin and Management	30	24				6										
02 Billing/Invoicing (1 hours/invoice x 8 invoices)	8	8														
03 Sub-Consultant Coordination	4	4														
Meetings (none assumed)	0															
Labor Hours Subtotal	42	36	0	0	0	6	0	0	0	0	0	0	0	0	0	0
Labor Costs Subtotal	\$ 7,719.00	\$ 6,696.00	\$ -	\$ -	\$ -	\$ 1,023.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	4.1%															
002 Reports and Coordination																
01 Abbreviated BCRs - Review/Submit Existing Only	8	2				6										
02 Preliminary Bridge and Hydraulic Reports (no TSL)	12					2			2			8				
03 Clearinghouse Coordination	2		2													
04 Pre-Public Meeting (2 people, 4hrs with drive)	8	4	4													
04 Public Open House Style Meeting (1) and Prep (4 people)	48	12	12	8		8										8
04 Post-Public Meeting (2 people, 4hrs with drive)	8	4	4													
04 IDOT Bi-Monthly Coordination Meeting (2 People)	16	8	8													
05 Traffic Management Analysis	40		12	8		8						12				
06 Project Development Report	44	4	8	8		8						16				
Labor Hours Subtotal	186	34	50	24	0	32	0	0	2	0	0	36	0	0	0	8
Labor Costs Subtotal	\$ 27,608.60	\$ 6,324.00	\$ 8,680.00	\$ 2,604.00	\$ -	\$ 5,456.00	\$ -	\$ -	\$ 279.00	\$ -	\$ -	\$ 3,794.40	\$ -	\$ -	\$ -	\$ 471.20
	14.6%															
003 Permits and Coordination																
01 ESR (Cultural, Biological, Wetlands)	10		4									6				
02 404 Permit (Joint Application Form)	8						4					4				
03 SWPPP	6											6				
03 IDNR Individual Floodway Permit Coord	24	2							16			6				
04 Asbestos Determination and Coordination	2	2														
05 Utility Coordination (Julie Request)	10	2						4				4				
Labor Hours Subtotal	60	6	4	0	0	0	4	4	16	0	0	26	0	0	0	0
Labor Costs Subtotal	\$ 7,712.80	\$ 1,116.00	\$ 694.40	\$ -	\$ -	\$ -	\$ 558.00	\$ 372.00	\$ 2,232.00	\$ -	\$ -	\$ 2,740.40	\$ -	\$ -	\$ -	\$ -
	4.1%															
004 Hydraulics and Drainage																
01 Drainage Area/Flows (StreamStats)/Modify basin	4									4						
02 Prepare Base HECRAS Model (Calibrate with FIS)	28			2			2		4	20						
03 Analyze Natural and Existing Condition	28			2			2		4	20						
04 Analyze Proposed Conditions	28			2			2		4	20						
05 Storm Sewer Design/Modifications (Grenada Dr)	10		6							4						
06 Ditch Hydraulics and Special Ditches	10		4	6												
07 Entrance Culverts (Assume 1 Culvert analyzed)	6		2	4												
Labor Hours Subtotal	114	0	12	16	0	0	6	0	12	68	0	0	0	0	0	0
Labor Costs Subtotal	\$ 14,340.60	\$ -	\$ 2,083.20	\$ 1,736.00	\$ -	\$ -	\$ 837.00	\$ -	\$ 1,674.00	\$ 8,010.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	7.6%															

Project Data	Scope:
Client: City of Decatur	Remove and replace existing structures with single span steel/PPC I beam bridge with cast in place concrete deck. Widen, replace, and resurface roadway/shoulders as needed, install terminals and guardrail to proper length of need. Perform field survey, obtain soil borings, conduct hydraulic analysis of proposed structures and prepare reports and permits as needed to gain design approval from Department. Prepare final plans, special provisions and estimates for a state letting using Federal funding. Perform ROW survey, research and prepare all necessary Plats for land acquisition (6 parcels assumed). Assist the city with minor bidding and construction questions as necessary. Letting TBD.
Route: Taylor Road (FAU 7426)	
Section No.: 18-00805-00-BR	
Structure #'s: 058-6002	

Item Description	Total Hours	Project Manager	Transportation Eng III	Transportation Eng II	Transportation Eng I	Structural Eng III	Structural Eng II	Structural Eng I	Hydraulic Eng III	Hydraulic Eng II	Hydraulic Eng I	Engineering Tech III	Engineering Tech II	Engineering Tech I	Const Observer	Admin.
005 Roadway Design and Plan Preparation																
01 Process Survey Data and Create DTM	10		2									8				
02 Roadway Design, Roadside Safety	12		8									4				
03 Cover, General Notes, SOQ, Schedules	10			4								6				
04 Typical Sections, Entrance Details	12		4									8				
05 Erosion Control and Drainage Details	16		8									8				
06 Alignment, Ties, Benchmarks, Coordinates	8		2									6				
07 Plan and Profile Sheet	30		12									18				
08 Cross-Sections	26		8									18				
10 Storm Sewer Details	8		4									4				
11 Miscellaneous Details	12		4	4								4				
12 Roadway Quantities/Schedules	34		4		24							6				
Labor Hours Subtotal	178	0	56	8	24	0	0	0	0	0	0	90	0	0	0	0
Labor Costs Subtotal	\$ 22,307.60	\$ -	\$ 9,721.60	\$ 868.00	\$ 2,232.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,486.00	\$ -	\$ -	\$ -	\$ -
	11.8%															
006 Bridge Design and Plan Preparation																
Design (Single Span Steel or PPC I beam)																
01 Superstructure Analysis and Design (Beam, Deck, Brg)	48					8	16	24								
02 Deck Elevations (Girders and Approach Slab)	28					4	8	16								
03 Abut and Pile Design	44					8	12	24								
Plan Detailing and Preparation																
04 General Plan and Elevation	40					4	12					24				
05 General Notes and Data	24					4	8					12				
06 Miscel Details (Slipform, Joint, Pile Details, Scupper, Borings)	24						12					12				
07 TOS Elevations (Approaches and Bridge - 4 sheets)	48					4	12					32				
08 Superstructure and Integral Diaphragm Details (3 sheets)	56					10	18					28				
09 CIP Approach Slab Details (2 sheets)	28					4		8				16				
10 Framing Plan and Steel Details (3 sheets)	92					12	32					48				
11 Integral Abutment Details (2 sheets)	48					8		16				24				
12 Bridge Quantities	30						10	20								
Labor Hours Subtotal	510	0	0	0	0	66	140	108	0	0	0	196	0	0	0	0
Labor Costs Subtotal	\$ 61,485.40	\$ -	\$ -	\$ -	\$ -	\$ 11,253.00	\$ 19,530.00	\$ 10,044.00	\$ -	\$ -	\$ -	\$ 20,658.40	\$ -	\$ -	\$ -	\$ -
	32.6%															
007 Final Plans, Specification and Estimates																
01 Special Provisions	28	4		8			16									
02 Estimate of Cost	9	1		2			6									
02 Estimate of Time	9	1		2			6									
03 Bid Documents (State Let - Check Sheets)	4			2			2									
04 Pre-Final Plan Revisions (Address IDOT comments)	16	4					4					8				
Labor Hours Subtotal	66	10	0	14	0	0	34	0	0	0	0	8	0	0	0	0
Labor Costs Subtotal	\$ 8,965.20	\$ 1,860.00	\$ -	\$ 1,519.00	\$ -	\$ -	\$ 4,743.00	\$ -	\$ -	\$ -	\$ -	\$ 843.20	\$ -	\$ -	\$ -	\$ -
	4.8%															



ATTACHMENT A

Engineering Estimate Summary		
WHKS Labor Fee (Est)	\$ 159,160.20	84.4%
WHKS Direct Cost (Est)	\$ 1,101.30	0.6%
RW Lamb - Survey/ROW Plats @ 10% Markup)	\$ 22,277.11	11.8%
SKS - Soil Borings (@ 10% Markup)	\$ 5,984.00	3.2%
Contingency 5%	\$ 9,426.13	
Total Engineering Estimate	\$ 197,948.74	

% of Estimated Construction Cost		
Est. Construction Cost	\$ 1,000,000.00	Adjusted From BCR
% Const w/o contingency	18.9%	
% Const w contingency	19.8%	

7018 Kingsmill Court
Springfield, IL 62711-7387
Phone: (217) 483-WHKS
Fax: (217) 483-9458

Mult = 3.10

Project Data

Client: City of Decatur

Route: Taylor Road (FAU 7426)

Section No.: 18-00805-00-BR

Structure #'s: 058-6002

Scope: Remove and replace existing structures with single span steel/PPC I beam bridge with cast in place concrete deck. Widen, replace, and resurface roadway/shoulders as needed, install terminals and guardrail to proper length of need. Perform field survey, obtain soil borings, conduct hydraulic analysis of proposed structures and prepare reports and permits as needed to gain design approval from Department. Prepare final plans, special provisions and estimates for a state letting using Federal funding. Perform ROW survey, research and prepare all necessary Plats for land acquisition (6 parcels assumed). Assist the city with minor bidding and construction questions as necessary. Letting TBD.

Item Description	Total Hours	Project Manager	Transportation Eng III	Transportation Eng II	Transportation Eng I	Structural Eng III	Structural Eng II	Structural Eng I	Hydraulic Eng III	Hydraulic Eng II	Hydraulic Eng I	Engineering Tech III	Engineering Tech II	Engineering Tech I	Const Observer	Admin.
008 Miscellaneous/Other																
01 Field Check of Project	12			6			6									
02 Shop Drawing Review	0															
03 Phase 3 Involvement (address minor questions)	0															
Labor Hours Subtotal	12	0	0	6	0	0	6	0	0	0	0	0	0	0	0	0
Labor Costs Subtotal	\$ 1,488.00	\$ -	\$ -	\$ 651.00	\$ -	\$ -	\$ 837.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0.8%															
009 QC/QA																
01 Hydraulic QC/QA	10								10							
02 Roadway QC/QA	15	15														
03 Bridge QC/QA	18	18														
Labor Hours Subtotal	43	33	0	0	0	0	0	0	10	0	0	0	0	0	0	0
Labor Costs Subtotal	\$ 7,533.00	\$ 6,138.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,395.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	4.0%															
Total Labor Hours	1,211	119	122	68	24	104	190	112	40	68	0	356	0	0	0	8
Total Labor Cost	\$ 159,160.20	\$ 22,134.00	\$ 21,179.20	\$ 7,378.00	\$ 2,232.00	\$ 17,732.00	\$ 26,505.00	\$ 10,416.00	\$ 5,580.00	\$ 8,010.40	\$ -	\$ 37,522.40	\$ -	\$ -	\$ -	\$ 471.20

City of Decatur
Taylor Road Bridge Replacement (058-6002)
WHKS - Estimated Direct Expenses

Mileage

Assumptions: Following are estimated trips between the WHKS Springfield office and the Project Site or City of Decatur Offices (approximately 100 miles/round trip).

- 1 trips for field inspection of project =1 x 100 x \$0.545	\$ 54.50
- 1 trips to meet with City of Decatur (pre-public meeting) =1 x 100 x \$0.545	\$ 54.50
- 1 trips to Decatur (public meeting) =1 x 100 x \$0.545	\$ 54.50
- 1 trips to meet with City of Decatur (post-public meeting) =1 x 100 x \$0.545	\$ 54.50
- 1 trips to Effingham (Bi-monthly coordination with IDOT) =1 x 220 x \$0.545	\$ 119.90
Mileage Total =	\$ 337.90

Meals

Assumptions: 1 (one) lunch meal for day of inspection per person. 1 (one) meal per person on public meeting day and IDOT Bi-monthly coordination.

1 meal for day of inspection, \$10 per meal per person =2 x \$10	\$ 20.00
1 meal for day of public meeting, \$10 per meal per person =4 x \$10	\$ 40.00
1 meal for day of Bi-monthly coordination meeting, \$10 per meal per person =2 x \$10	\$ 20.00
Meals Total =	\$ 80.00

Printing/Copying

Assumptions: Only printing and or copying at WHKS office. 11x17 sets. No full size sheets.

Meeting documentation at pre/post meeting (assumes 4 people & 10 pages/person) = 4 x 10 x \$0.10/copy	\$ 2.40
Public meeting copies assume 1000 copies as handout material = 1000 x \$.10/copy	\$ 100.00
Public meeting infor boards (if needed) assume 4 @ 100 each =	\$ 400.00
Prefinal PSE Copies to IDOT District 7 (4 spec books at 40 pages, 4 sets of plans at 30 pages) = 280 x \$0.10/copy	\$ 28.00
Final PSE Copies to IDOT District 7 (4 spec books at 40 pages, 4 sets of plans at 30 pages) = 280 x \$0.10/copy	\$ 28.00
(State Letting so no copies required for bid sets)	
Print/Copy Total =	\$ 558.40

Postage

Assumptions: Fedex shipping of plans and specifications

Prefinal PSE Copies to IDOT District 7 (4 sets of plans and specs)	\$ 30.00
Final PSE Copies to IDOT District 7 (4 sets of plans and specs)	\$ 30.00
Final PSE Copies to City for Bidding (10 sets of plans and specs)	\$ 65.00
Postage Total =	\$ 125.00

TOTAL ESTIMATED DIRECT EXPENSES = \$ 1,101.30

MEMORANDUM

TO: Matt Newell, City of Decatur - Public Works Director

FROM: WHKS- Cory Chamberlain – Project Manager

DATE: April 5, 2018

RE: Main Street Pile Repair and Taylor Road Bridge Replacement - Scope of Work

Main Street Bridge Pile Repair

- Visual Inspection limited to abutment piles only.
- Design and repair plans limited to abutment piles only.
- Assume work will be done below the bridge and no traffic control details required.
- Meetings- Assume 1 meeting to discuss inspection findings with City Staff (2 persons at 3hrs including travel time)
- No design contingency fee

Taylor Road Bridge Replacement

Included in Scope:

- Meetings- Assume 4 meetings:
 - Pre-Public Meeting- discuss project so consistent answers given to public (2 persons at 4hrs including travel time)
 - Public Meeting- will be open house style meeting. WHKS will provide four staff members for public involvement. City to provide 2-3 staff members. (4 persons at 8hrs including travel time and meeting setup) (Direct Cost for rental and handouts?)
 - Post public meeting - discuss public input so Project Development Report can be completed (2 persons at 4hrs including travel time)
 - IDOT Bi-Monthly Coordination Meeting (Effingham-2 persons at 8hrs including travel time)
- Topo Survey by RW Lamb (Topo Limits 750' north of bridge to PE on NE guardrail termination and 600' south to just past radius returns on Moorwood Dr.). Topo limits can be extended north to entrance of Enterprise School and south to Calumet for additional fee if sidewalks are necessary or requested.

- ROW Plats by RW Lamb (6 parcels assumed for ROW and or easements)
- Soil Borings by SKS (2 borings assumed with traffic control provided by geotechnical consultant)
- Storm sewer from Grenada entrance north to creek. SE Quadrant only. Other areas rural ditch section.
- Traffic Management Analysis (TMA).

Not Included in Scope:

- Construction Phase including shop drawings.
- Traffic control or bridge plans for staged traffic. (Complete Road Closure Assumed)
- Sidewalks or Safe Route to schools. (Assume bridge width is widened if necessary to satisfy requirements for pedestrian or bicycle traffic).
- Relocation/Design of utilities including overhead street lighting, sanitary sewer, gas, water, electric.
- Context Sensitive Solution (CSS).
- Culvert under Moorwood.
- Culvert under Taylor south of bridge. Assume road improvements are tapered back so no widening or headwall extensions are needed. Inspected by city staff and determined to be in sufficient condition to remain in place.
- Updating BCR prepared by another consultant.
- No TSL (Preliminary Bridge Design and Hydraulic Report instead)
- Direct cost related to facilities for public meeting.
- Direct cost for advertising public meeting.
- Direct cost for postage for public information mailers.
- Design contingency fee.



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____.

PROPOSED PROJECT SCHEDULE -EXHIBIT C

City of Decatur - Taylor Bridge Replacment and Main Street Bridge Repair

Project Schedule assumes June 4th, 2018 Council approval and Notice to Proceed to WHKS by June 18th, 2018.

Task	Begin Date	End Date	Duration (Days)	06/09/2018	07/31/2018	09/21/2018	11/12/2018	01/03/2019	02/24/2019	04/17/2019	06/08/2019	07/30/2019	09/20/2019	11/11/2019
Data Collection	06/18/2018	07/06/2018	19											
Inspect bridges and update Bridge Condition Reports (BCR) or Inspection Reports	07/09/2018	07/13/2018	5											
Design Main Street Pile Repairs and Submit to IDOT	07/16/2018	08/13/2018	28											
IDOT and City Review of Main Street Repair Plans and Specs	08/13/2018	08/27/2018	15											
Conduct Topo, Hydraulic and Soil Surveys	07/09/2018	08/13/2018	35											
Prepare/Submit Environmental Survey Request (ESR)	08/14/2018	08/20/2018	7											
IDOT Review of ESR (Bio/Cultural Signoffs)	08/21/2018	12/31/2018	131											
Perform HEC-RAS Hydraulic Analysis and Modelling	08/14/2018	09/17/2018	34											
Prepare/Submit Joint Application for ACOE 404 Permit	08/14/2018	08/17/2018	4											
Submit Final Plans and Specs for Main St to City for Letting	09/03/2018	09/03/2018	1											
Prepare Prelim. Bridge Design & Hydraulic Report (PBDHR)	09/17/2018	09/21/2018	5											
IDOT and/or IDNR Review of PBDHR	09/24/2018	12/14/2018	81											
Prepare Preliminary Project Development Report (PDR) & Public Involvement	09/21/2018	01/25/2019	125											
IDOT/City Review of Prelim. PDR	01/25/2019	03/08/2019	44											
Final PDR	03/11/2019	03/29/2019	19											
Prepare Preliminary Plans & Specs	04/01/2019	06/28/2019	88											
IDOT/City Review of Preliminary Plans & Specs	07/01/2019	07/15/2019	15											
Address Review Comments	07/18/2019	08/08/2019	21											
Submit Final Plans and Specs for 11/8/19 State Letting	08/08/2019	08/08/2019	1											
State Letting (Fed Funds)	11/08/2019	11/08/2019	1											

Legend: Main Street Only
 WHKS Tasks
 City or IDOT Review



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

Change Order

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 change orders \$ _____
 Amount of current change order \$ _____
 Amount of adjusted/final contract \$ _____

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

State fully the nature and reason for the change order _____

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

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

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

Recommended _____
 Public Works Director

_____ Date

Approved _____
 Mayor

 Date

Attested _____
 City Clerk

 Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/16/2018

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 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 & Assoc - CR 201 First Street SE, Suite 700 Cedar Rapids, IA 52401	1-800-300-0325	CONTACT NAME: Paula Dixon PHONE (A/C, No, Ext): 1-800-527-9049 FAX (A/C, No): E-MAIL: ADDRESS:
INSURED WHKS & Co. P.O. Box 1467 Mason City, IA 50402-1467		INSURER(S) AFFORDING COVERAGE INSURER A: XL Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 37885

COVERAGES

CERTIFICATE NUMBER: 52840622

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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	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/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability (Claims-Made Policy)			DPR9916458	07/29/17	07/29/18	Per Claim 2,000,000 Aggregate 4,000,000

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

Project: Taylor Road Bridge Replacement and Main Street Bridge Repair

CERTIFICATE HOLDER

City of Decatur, Illinois

#1 Gary K. Anderson Plaza

Decatur, IL 62523-1196

USA

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

Paula Dixon



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/16/2018

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 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 Edwards Brandt & Associates Inc. 2007 - 4th Street SW Mason City IA 50401		CONTACT NAME: Cindy Crow PHONE (A/C, No, Ext): (641) 423-0675 E-MAIL ADDRESS: cindy@edwards-brandt.com FAX (A/C, No): (641) 423-2441	
INSURED WHKS & Co. PO Box 1467 Mason City IA 50402-1467		INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance INSURER B: Cincinnati Indemnity INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC# 10677 23280	

COVERAGES

CERTIFICATE NUMBER: 17/18

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 INSD 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 ☒ PROJECT ☐ LOC OTHER:	X	ENP 0027622	7/1/2016	7/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS		ENP 0027622	7/1/2016	7/1/2019	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 RETENTIONS 0		ENP 0027622	7/1/2016	7/1/2019	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
B	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/A	EWC 0437685	7/1/2017	7/1/2018	☒ 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

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

Project: Taylor Road Bridge Replacement and Main Street Bridge Repair

Forms attached: GA233 for primary and noncontributory additional insured; IA4087 30 day notice of cancellation

CERTIFICATE HOLDER

CANCELLATION

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

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

Thomas Douglas/CINDY

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ACORD 25 (2014/01)

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INS025 (201401)

Page 168 of 280

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CANCELLATION OR NONRENEWAL BY US
NOTIFICATION TO A DESIGNATED ENTITY**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS PACKAGE POLICY
CLAIMS-MADE EXCESS LIABILITY COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
DENTIST'S PACKAGE POLICY
EXCESS LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE**

SCHEDULE

Name and mailing address of person(s) or organization(s):

City of Decatur, Illinois

#1 Gary K. Anderson Plaza

Decatur, IL 62523-1196

Number of days notice (other than nonpayment of premium): 30

- A. If we cancel or nonrenew this policy for any statutorily permitted reason other than nonpayment of premium we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least the number of days shown in the Schedule before the effective date of cancellation or nonrenewal.
- B. If we cancel this policy for nonpayment of premium, we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least 10 days before the effective date of cancellation.
- C. If notice is mailed, proof of mailing to the mailing address shown in the Schedule will be sufficient proof of notice.
- D. In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

<u>Coverage:</u>	<u>Begins on Page:</u>
1. Employee Benefit Liability Coverage.....	2
2. Unintentional Failure to Disclose Hazards.....	7
3. Damage to Premises Rented to You	8
4. Supplementary Payments.....	9
5. Medical Payments.....	9
6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.).....	9
7. 180 Day Coverage for Newly Formed or Acquired Organizations.....	10
8. Waiver of Subrogation	10
9. Automatic Additional Insured - Specified Relationships:	10
• Managers or Lessors of Premises;	
• Lessor of Leased Equipment;	
• Vendors;	
• State or Political Subdivisions - Permits Relating to Premises;	
• State or Political Subdivisions - Permits; and	
• Contractors' Operations	
10. Broadened Contractual Liability - Work Within 50' of Railroad Property	14
11. Property Damage to Borrowed Equipment.....	14
12. Employees as Insureds - Specified Health Care Services:	14
• Nurses;	
• Emergency Medical Technicians; and	
• Paramedics	
13. Broadened Notice of Occurrence	14

B. Limits of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$ 1,000,000
Aggregate Limit: \$ 3,000,000
Deductible: \$ 1,000

3. Damage to Premises Rented to You

The lesser of:

- a. The Each Occurrence Limit shown in the Declarations; or
- b. \$500,000 unless otherwise stated \$ _____

4. Supplementary Payments

- a. Bail bonds: \$ 1,000
- b. Loss of earnings: \$ 350

5. Medical Payments

Medical Expense Limit: \$ 10,000

6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.)

Limits of Insurance (Each Occurrence)

Coverage a. \$1,000

Coverage b. \$5,000 unless otherwise stated \$ _____

Deductibles (Each Occurrence)

Coverage a. \$250

Coverage b. \$250 unless otherwise stated \$ _____

COVERAGE	PREMIUM BASIS (a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other	RATE (For Limits in Excess of \$5,000)	ADVANCE PREMIUM (For Limits in Excess of \$5,000)
b. Care, Custody or Control			\$
TOTAL ANNUAL PREMIUM			\$

11. Property Damage to Borrowed Equipment

Each Occurrence Limit: \$ 10,000

Deductible: \$ 250

C. Coverages:

1. Employee Benefit Liability Coverage

- a. The following is added to **SECTION I - COVERAGES: Employee Benefit Liability Coverage.**

(1) Insuring Agreement

- (a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
- 2) Our right and duty to defend ends when we

have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- (b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and

- 1) Occurs during the policy period; or
- 2) Occurred prior to the effective date of this endorsement provided:

- a) You did not have knowledge of a claim or "suit" on or before the effective date of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

i) Reports all, or any part, of the act, error or omission to us or any other insurer;

ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

(a) Bodily Injury, Property Damage or Personal and Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

(b) Dishonest, Fraudulent, Criminal or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure to Perform a Contract

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy of Performance of Investment / Advice Given With Respect to Participation

Any claim based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past per-

formance of investment vehicles; or

3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation and Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

(1) Refusal to employ;

(2) Termination of employment;

(3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employ-

ment-related practices, acts or omissions; or

- (4) Consequential liability as a result of (1), (2) or (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B also apply to this Coverage.

b. Who is an Insured

As respects Employee Benefit Liability Coverage, **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced by the following:

- (1) If you are designated in the Declarations as:

- (a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- (b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.
- (c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- (d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

- (2) Each of the following is also an insured:

- (a) Each of your "employees" who is or was authorized to administer your "employee benefit program".
- (b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
- (c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

- (3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

- (a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits of Insurance

As respects Employee Benefit Liability Coverage, **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following:

- (1) The Limits of Insurance shown in Section B, **Limits of Insurance, 1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:

- (a) Insureds;

- (b) Claims made or "suits" brought;
 - (c) Persons or organizations making claims or bringing "suits";
 - (d) Acts, errors or omissions; or
 - (e) Benefits included in your "employee benefit program".
- (2) The Aggregate Limit shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

- (a) An act, error or omission; or
- (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions,

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

(4) Deductible Amount

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

- (b) The deductible amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- (c) The terms of this insurance, including those with respect to:
 - 1) Our right and duty to defend the insured against any "suits" seeking those damages; and
 - 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim,

apply irrespective of the application of the deductible amount.

- (d) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

d. Additional Conditions

As respects **Employee Benefit Liability Coverage, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- (1) Item **2. Duties in the Event of Occurrence, Offense, Claim or Suit** is deleted in its entirety and replaced by the following:

2. Duties in the Event of an Act, Error or Omission, or Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:
 - (1) What the act, error or omission was and when it occurred; and
 - (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

- (2) Item 5. Other Insurance is deleted in its entirety and replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when c. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.

b. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

e. Additional Definitions

As respects Employee Benefit Liability Coverage, SECTION V - DEFINITIONS is amended as follows:

- (1) The following definitions are added:

1. "Administration" means:

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Interpreting the "employee benefit programs";
- c. Handling records in connection with the "employee benefit programs"; or
- d. Effecting, continuing or terminating any "employee's" participation

in any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
- b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.

2. "Cafeteria plans" means plan authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.

3. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

- a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
- b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
- c. Unemployment insurance, social security

benefits, workers' compensation and disability benefits; and

- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

(2) The following definitions are deleted in their entirety and replaced by the following:

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
- c. An appeal of a civil proceeding.

8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

2. Unintentional Failure to Disclose Hazards

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 7. Representations is hereby amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage to Premises Rented to You

- a. The last Subparagraph of Paragraph 2. **SECTION I - COVERAGES, COVERAGE A. - BODILY INJURY AND PROPERTY DAMAGE, 2. LIABILITY Exclusions** is hereby deleted and replaced by the following:

Exclusions c. through q. do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner.

- b. The insurance provided under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

- (1) As respects Water Damage Legal Liability, as provided in Paragraph 3.b. above:

The exclusions under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**, other than i. **War and the Nuclear Energy Liability Exclusion**, are deleted and the following are added:

This insurance does not apply to:

- (a) "Property damage":

- 1) Assumed in any contract; or
- 2) Loss caused by or resulting from any of the following:
 - a) Wear and tear;
 - b) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
- c) Smog;
- d) Mechanical breakdown including rupture or bursting caused by centrifugal force;
- e) Settling, cracking, shrinking or expansion; or

- f) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

- (b) Loss caused directly or indirectly by any of the following:

- 1) Earthquake, volcanic eruption, landslide or any other earth movement;
- 2) Water that backs up or overflows from a sewer, drain or sump;
- 3) Water under the ground surface pressing on, or flowing or seeping through:
 - a) Foundations, walls, floors or paved surfaces;
 - b) Basements, whether paved or not; or
 - c) Doors, windows or other openings.

- (c) Loss caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, or fire protection systems caused by or resulting from freezing, unless:

- 1) You did your best to maintain heat in the building or structure; or
- 2) You drained the equipment and shut off the water supply if the heat was not maintained.

- (d) Loss to or damage to:

- 1) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
- 2) The interior of any building or structure, or to personal property in the building or structure caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit of Insurance

The Damage to Premises Rented to You Limit as shown in the Declarations is amended as follows:

(2) Paragraph 6. of **SECTION III - LIMITS OF INSURANCE** is hereby deleted and replaced by the following:

6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, for damages because of "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence" to which this insurance applies.

(3) The amount we will pay is limited as described in Section **B. Limits of Insurance, 3. Damage to Premises Rented to You** of this endorsement.

4. Supplementary Payments

Under **SECTION I - COVERAGE, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**:

a. Paragraph 2. is replaced by the following:

Up to the limit shown in Section **B. Limits of Insurance, 4.a. Bail Bonds** of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. Paragraph 4. is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section **B. Limits of Insurance, 4.b. Loss of Earnings** of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in Section **B.**

Limits of Insurance, 5. Medical Payments of this endorsement.

6. Voluntary Property Damage and Care, Custody or Control Liability Coverage

a. Voluntary Property Damage Coverage

We will pay for "property damage" to property of others arising out of operations incidental to the insured's business when:

(1) Damage is caused by the insured; or

(2) Damage occurs while in the insured's possession.

With your consent, we will make these payments regardless of fault.

b. Care, Custody or Control Liability Coverage

SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage to Property, Subparagraphs (3), (4) and (5) do not apply to "property damage" to the property of others described therein.

With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

a. The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section **B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section **B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

(1) Insureds;

(2) Claims made or "suits" brought; or

(3) Persons or organizations making claims or bringing "suits".

b. Deductible Clause

(1) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in ex-

cess of the deductible amount stated in Section **B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.

(2) Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit**, applies to each claim or "suit" irrespective of the amount.

(3) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

7. 180 Day Coverage for Newly Formed or Acquired Organizations

SECTION II - WHO IS AN INSURED is amended as follows:

Subparagraph **a.** of Paragraph **4.** is hereby deleted and replaced by the following:

a. Insurance under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

8. Waiver of Subrogation

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 9. Transfer of Rights of Recovery Against Others to Us is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

9. Automatic Additional Insured - Specified Relationships

a. The following is hereby added to **SECTION II - WHO IS AN INSURED:**

(1) Any person or organization described in Paragraph **9.a.(2)** below (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of:

(a) A written contract or agreement; or

(b) An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued,

is an insured, provided:

(a) The written or oral contract or agreement is:

1) Currently in effect or becomes effective during the policy period; and

2) Executed prior to an "occurrence" or offense to which this insurance would apply; and

(b) They are not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) The manager or lessor of a premises leased to you with whom you have agreed per Paragraph **9.a.(1)** above to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

1) Any "occurrence" which takes place after you cease to be a tenant in that premises.

2) Structural alterations, new construction or demolition operations performed by or on be-

half of such additional insured.

(b) Any person or organization from which you lease equipment with whom you have agreed per Paragraph 9.a.(1) above to provide insurance. Such person(s) or organization(s) are insureds solely with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organizations(s). However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- 1) The insurance afforded the vendor does not apply to:
 - a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b) Any express warranty unauthorized by you;
 - c) Any physical or chemical change in the product made intentionally by the vendor;
 - d) Repackaging, unless unpacked

solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g) Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

2) This insurance does not apply to any insured person or organization:

a) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or

b) When liability included within the "products-completed operations hazard" has

been excluded under this Coverage Part with respect to such products.

- (d) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent or control and to which this insurance applies:

- 1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - 2) The construction, erection, or removal of elevators; or
 - 3) The ownership, maintenance, or use of any elevators covered by this insurance.
- (e) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following provisions:
- 1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
 - 2) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or political subdivision.

- (f) Any person or organization with which you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability arising out of "your work" performed for that additional insured by you or on your behalf. A person or organization's status as an insured under this provision of this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If there is no written contract or agreement, or if no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

- (3) Any insurance provided to an additional insured designated under Paragraph 9.a.(2):

- (a) Subparagraphs (e) and (f) does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard";

- (b) Subparagraphs (a), (b), (d), (e) and (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or their agents, "employees" or any other representative of the additional insured; or

- (c) Subparagraph (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- 1) Defects in design furnished by or on behalf of the additional insured; or
- 2) The rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- a) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b) Supervisory, inspection, architectural or engineering activities.
- 3) "Your work" for which a consolidated (wrap-up) insurance program has been provided by the primecontractor-project manager or owner of the construction project in which you are involved.

- b. Only with regard to insurance provided to an additional insured designated under Paragraph 9.a.(2) Subparagraph (f) above, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever are less. If no limits are specified in the written contract or agreement, or if there is no written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- c. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is hereby amended as follows:

- (1) Condition 5. Other Insurance is amended to include:

- (a) Where required by a written contract or agreement, this insurance is primary and / or noncontributory as respects any other insurance policy issued to the additional insured, and such other insurance policy shall be excess and / or noncontributing, whichever applies, with this insurance.
 - (b) Any insurance provided by this endorsement shall be

primary to other insurance available to the additional insured except:

- 1) As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance**; or
- 2) For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

- (2) Condition 11. Conformance to Specific Written Contract or Agreement is hereby added:

11. Conformance to Specific Written Contract or Agreement

With respect to additional insureds described in Paragraph 9.a.(2)(f) above only:

If a written contract or agreement between you and the additional insured specifies that coverage for the additional insured:

- a. Be provided by the Insurance Services Office additional insured form number **CG 20 10** or **CG 20 37** (where edition specified); or
- b. Include coverage for completed operations; or
- c. Include coverage for "your work";

and where the limits or coverage provided to the additional insured is more restrictive than was specifically required in that written contract or agreement, the terms of Paragraphs 9.a.(3)(a), 9.a.(3)(b) or 9.b. above, or any combination thereof, shall be interpreted as providing the limits or coverage required by the terms of the written contract

or agreement, but only to the extent that such limits or coverage is included within the terms of the Coverage Part to which this endorsement is attached. If, however, the written contract or agreement specifies the Insurance Services Office additional insured form number **CG 20 10** but does not specify which edition, or specifies an edition that does not exist, Paragraphs **9.a.(3)(a)** and **9.a.(3)(b)** of this endorsement shall not apply and Paragraph **9.b.** of this endorsement shall apply.

10. Broadened Contractual Liability - Work Within 50' of Railroad Property

It is hereby agreed that Paragraph **f.(1)** of Definition **12. "Insured contract"** (**SECTION V - DEFINITIONS**) is deleted.

11. Property Damage to Borrowed Equipment

- a. The following is hereby added to Exclusion **j. Damage to Property** of Paragraph **2., Exclusions of SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- (1) The Limits of insurance shown in the Declarations are replaced by the limits designated in Section **B. Limits of Insurance, 11.** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section **B. Limits of Insurance, 11.** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
(b) Claims made or "suits" brought; or

- (c) Persons or organizations making claims or bring "suits".

(2) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible amount stated in Section **B. Limits of Insurance, 11.** of this endorsement. The limits of insurance will not be reduced by the application of such Deductible amount.

- (b) Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit**, applies to each claim or "suit" irrespective of the amount.

- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

12. Employees as Insureds - Specified Health Care Services

It is hereby agreed that Paragraph **2.a.(1)(d)** of **SECTION II - WHO IS AN INSURED**, does not apply to your "employees" who provide professional health care services on your behalf as duly licensed:

- a. Nurses;
b. Emergency Medical Technicians; or
c. Paramedics,

in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place.

13. Broadened Notice of Occurrence

Paragraph **a.** of Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit** (**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**) is hereby deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;

- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

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 Iowa)
) ss.
COUNTY OF Cerro Gordo)

SECTION I. BUSINESS STATUS STATEMENT

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

A. WHKS & Co. (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 42-0943938.

B. CORPORATION

The State of Incorporation is Iowa

Registered Agent of Corporation in Illinois:	Business Information (If Different from Above):	
<u>Philip F. Jensen</u> Name	<u>1412 6th Street SW</u> Company Address, Principal Office	
<u>775 Sinsinawa Avenue</u> Address	<u>Mason City, IA 50401</u> City, State, Zip	
<u>East Dubuque, IL 61025</u> City, State, Zip	<u>641-423-8271</u> Telephone	<u>641-423-8450</u> Facsimile
<u>815-747-6999</u> Telephone	<u>www.whks.com</u> Website	

The corporate officers are as follows:

President: Fouad K. Daoud

Vice Presidents: William K. Angerman and Scott D. Sanford

Secretary: S. Scott Sweet

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

Fouad K. Daoud

Printed Name

President & CEO

Title

SUBSCRIBED and SWORN to before me this 16 day of May, 2018.

Carol J. Nauman

Notary Public

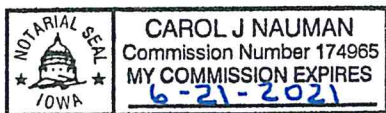


Exhibit H DIRECT HOURLY LABOR COSTS OF THE CONSULTING ENGINEER As of the date of this contract.		
Project Name: Taylor Road Bridge Replacement & Main Street Pile Repair		
Consulting Engineer: WHKS and Company		
Classification	Minimum	Maximum
Project Manager	40.00	66.30
Transportation Engineer III	52.20	56.00
Transportation Engineer II	30.50	35.00
Structural Engineer III	52.20	66.30
Structural Engineer II	36.30	49.40
Structural Engineer I	26.50	26.50
Hydraulic Engineer II	42.80	42.80
Engineering Technician III	29.20	33.70
Administrative Assistant	17.40	19.00

Exhibit I - CITY OF DECATUR INVOICE DATA SHEET

Project:

(Consulting Engineer Name & Address)

City Project No.:

Invoice Date:

Invoice Number:

Invoice Period From:
To:

Agreement/C.O.

Date Approved

Council Bill

Upper Limit

Original Contract

\$

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

Consulting Engineer's
Signature:

Title:

APPENDIX A

 A close-up photograph showing the underside of a concrete abutment. A pile is visible, showing significant corrosion and section loss. The pile is dark and rusted, with some green moss or algae growth. The concrete above it is cracked and crumbling.	Photo 1: Approximately 30% section loss in south most pile under west abutment. The front flange is corroded through with the back flange and web with minor section loss. Remaining piles have minor section loss.
 A photograph showing the south west side of an abutment. The rip rap has settled, exposing the piles underneath. The concrete abutment is visible at the top, and the rip rap is a large pile of light-colored stones.	Photo 2: Settlement of rip rap on south west side exposing piles under the abutment.
 A photograph showing the north west side of an abutment. The rip rap has settled, exposing the piles underneath. The concrete abutment is visible at the top, and the rip rap is a large pile of light-colored stones.	Photo 3: Settlement of rip rap on north west side exposing piles under the abutment.

APPENDIX A

	Photo 4: Exposed piles.
	Photo 5: 1st pile on north side, east abutment. Flaking rust with minor section loss. Standing water.
	Photo 6: 2nd pile on north side, east abutment. Flaking rust with minor section loss.

RESOLUTION NO. _____

**RESOLUTION TO APPROVE PRELIMINARY ENGINEERING SERVICES
AGREEMENT AND APPROPRIATE MOTOR FUEL TAX FUNDS
FOR TAYLOR ROAD / WARD BRANCH AND
WEST MAIN / STEVENS CREEK BRIDGES IMPROVEMENT
CITY PROJECT 2018-05**

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

Section 1. That the Preliminary Engineering Services Agreement for Motor Fuel Taxes for design services to improve the Taylor Road / Ward Branch and West Main / Steven's Creek Bridges, presented to the Council herewith between the City of Decatur and WHKS & Co. be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Preliminary Engineering Services Agreement for Motor Fuel Tax between the City of Decatur and the State of Illinois, acting through the Illinois Department of Transportation.

Section 3. That there is hereby appropriated the sum of \$230,825.74 of State Motor Fuel Tax funds for the purpose of paying the City's portion of engineering costs for the Taylor Road / Ward Branch and West Main / Steven's Creek Bridges Improvement project under the applicable provisions of the Illinois Highway Code.

Section 4. That only those sidewalks, streets, highways, bridges; and operations as listed and described as part of the Taylor Road / Ward Branch and West Main / Steven's Creek Bridges Improvement project, are eligible for State Motor Fuel Tax funds and shall be designated as Section 18-00805-00-BR.

Section 5. That the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

Section 6. That the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Effingham, Illinois.

PRESENTED and ADOPTED this 18th day of June, 2018.

JULIE MOORE WOLFE, MAYOR

ATTEST:

DEBRA G. BRIGHT, CITY CLERK



Resolution for Improvement
Under the Illinois Highway Code



Resolution Number	Resolution Type	Section Number
	Original	18-00805-00-BR

BE IT RESOLVED, by the Council of the City
Governing Body Type Local Public Agency Type
of Decatur Illinois that the following described street(s)/road(s)/structure be improved under
Name of Local Public Agency
the Illinois Highway Code. Work shall be done by Contract
Contract or Day Labor

For Roadway/Street improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
+ Taylor Road (FAU 7426)	058-6002	FAU7426	Taylor Road	Ward Branch
+ Main Street (FAU 7386)	058-0119	FAU7386	West Main Street	Stevens Creek

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Taylor Road - Removal and replacement of existing bridge structure including necessary approach roadway work. West Main Street - Bridge pile repair/strengthening

2. That there is hereby appropriated the sum of Two Hundred Thirty Thousand, Eight Hundred Twenty-five and -----
74/100----- Dollars (\$230,825.74) for the improvement of
said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Debra G. Bright City Clerk in and for said City
Name of Clerk Local Public Agency Type Local Public Agency Type
of Decatur in the State aforesaid, and keeper of the records and files thereof, as provided by
Name of Local Public Agency
statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by
Council of Decatur at a meeting held on June 18, 2018
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 18th day of June, 2018
Day Month, Year

(SEAL)

Clerk Signature

--

Approved

Regional Engineer
Department of Transportation

Date

--	--

Municipality CITY OF DECATUR	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Taxes	C O N S U L T A N T	Name WHKS & CO. ENGINEERING
Township				Address 7018 KINGSMILL COURT
County MACON				City SPRINGFIELD
Section 18-00805-00-BR				State ILLINOIS 62711

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Taylor Road (FAU 7426) - Bridge Replacement & Main Street (FAU 7386) - Bridge Pile Repair.

Route FAU 7426/7386 Length .19 Mi. ± 1000 FT (Structure No. 058-6002)
058-0119

Termini Taylor Road-As necessary to tie bridge approaches into existing roadway. Main Street-Bridge only.

Description:

Taylor Road- Removal and replacement of existing bridge structure including necessary approach roadway work. Main Street-Bridge pile repair/strengthening.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
 - a. ☒ Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
 - b. ☒ Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c. ☒ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. ☒ Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
 - f. ☒ Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. ☒ Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h. ☒ Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

- i. ☒ Assist the LA in the tabulation and interpretation of the contractors' proposals
- j. ☒ Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
- k. ☒ Prepare the Project Development Report when required by the DEPARTMENT.

SEE ADDENDUM

- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

- 1. ~~To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark: **SEE ADDENDUM**~~
 - ~~a. ☒ A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT. **SEE ADDENDUM**~~
 - ~~b. ☐ A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:~~

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost		Percentage Fees	
Under	\$50,000		(see note)
		_____	%
		_____	%
		_____	%
		_____	%
		_____	%

~~Note: Not necessarily a percentage. Could use per diem, cost plus or lump sum. **SEE ADDENDUM**~~

- 2. ~~To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus _____ percent to cover profit, overhead and readiness to serve - "actual cost" being defined~~

~~as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. SEE ADDENDUM~~

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed ~~in accordance with the following schedule:~~
 - a. ~~Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.~~
 - b. ~~Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.~~

By Mutual agreement, partial payments, ~~not to exceed 90 percent of the amount earned,~~ may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 190 percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 190 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for (5) services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

ATTEST: _____
By _____
City _____ Clerk _____
(Seal)

City of Decatur _____ of the
(Municipality/Township/County)
State of Illinois, acting by and through its
City Council _____
By _____
Title _____

Executed by the ENGINEER:

ATTEST: _____
By Coy W. Chambala
Title Senior Associate

WHKS & Co
7018 Kingsmill Court
Springfield, IL 62711
By [Signature]
Title Vice President

Approved _____ Date Department of Transportation _____ Regional Engineer

ADDENDUM
Preliminary Engineering Services Agreement
For Motor Fuel Tax Funds

Taylor Road (FAU 7426) over Ward Branch Bridge Replacement
Main Street (FAU 7386) over Stevens Creek Bridge Pile Repair

Add the following sentence to item 1g of THE ENGINEER AGREES to:

Provide to the LA one digital copy of the unsealed final plans in Portable Document Format (PDF) and in AutoCad (.dwg) or Microstation (.dgn) at project completion.

Add the scope items to section 1 of THE ENGINEER AGREES to:

- I. Review shop drawings for general conformance when applicable.

Revise item 1 and the 1st paragraph of item 2 of THE LA AGREES to read as follows:

The LA AGREES To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1b, 1c, 1e, 1f, 1g, 1h, 1i, 1j, 1k, 1l, 2, 3, 4, 5 and 6 a sum of money ESTIMATED TO BE \$230,826 which includes estimated out-of-pocket expenses of \$29,829 as shown in Attachment A.

Public Works

DATE: 6/11/2018

MEMO: 2018-29

TO: Honorable Mayor Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Matthew C. Newell, P.E., Public Works Director

SUBJECT: Resolution Rejecting All Bids for Annual Street Restoration, Airport Road, City Project 2018-08

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached resolution rejecting all bids for the Annual Street Restoration Project, City Project 2018-08.

BACKGROUND:

Project Description

The 2018 project is planned to perform mill and overlay work on Airport Road between U.S. 36 and Country Club Road. The edges of the road will be strengthened after some exploratory coring found less thickness along the edges of the road, which is likely contributing to the severe rutting seen along the road currently. In total, 2.70 lane miles of the City's 825 total lane miles will be rehabilitated as part of this project.

Bid Rejection Recommendation

After receiving the bids, it was discovered that a critical pay item was left out of the contract. After consulting with IDOT, this pay item would amount to a significant increase to the contract and may change the way the road is constructed. Rejecting the bids will give all bidders a chance to reevaluate the project and modify their prices accordingly.

SCHEDULE:

Once bids are rejected, the amended plans will be forwarded to the Illinois Department of Transportation (IDOT) in Effingham for approval, along with a letter formally rejecting the bids. The project will need to be re-advertised and receive bids again. City staff intends to still finish this project before the end of the year.

PRIOR COUNCIL ACTION:

May 21, 2018 – Council approved Resolution R2018-50 appropriating \$1,600,000 of Motor Fuel Tax funds for the purpose of resurfacing streets and highways under the applicable provisions of the Illinois Highway Code.

POTENTIAL OBJECTIONS: Dunn Company may object to rejecting their bid.

INPUT FROM OTHER SOURCES: Illinois Department of Transportation

STAFF REFERENCE: Matthew Newell, Public Works Director and Griffin Enyart, Assistant City Engineer. Matthew Newell will attend the City Council meeting to answer any questions of the Council on this item. This memorandum was prepared by Griffin Enyart, Assistant City Engineer.

BUDGET/TIME IMPLICATIONS:

Budget Impact: The change to the contract will increase the bid prices from what is being rejected due to the additional pay item. The total cost of the project is expected to be below the \$1,600,000 that has been budgeted for this project.

Staff Impact: Staff time has been allocated for this project in the Capital Improvement Plan.

COPY:

Dunn Company, A Division of Tyrolt, Inc.
United Contractors Midwest

ATTACHMENTS:

Description	Type
Resolution to Reject Bids	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION REJECTING THE BIDS
STREET RESTORATION, AIRPORT ROAD
CITY PROJECT 2018-08**

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

Section 1. That the bids received for the Street Restoration, Airport Road project, City Project 2018-08, Section No. 18-00808-00-FP be, and they are hereby, rejected.

PRESENTED and ADOPTED this 18th day of June, 2018.

JULIE MOORE WOLFE, MAYOR

ATTEST:

DEBRA G. BRIGHT, CITY CLERK

Economic & Community Development

DATE: 6/18/2018

MEMO: No. 18-21

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Raymond Lai, AICP, Economic and Community Development Director
Joselyn Stewart, Transportation Planner

SUBJECT:

Rezone 110-140 West Mound Road from R-3 Single-Family Residence District to PD
Planned Development District

SUMMARY RECOMMENDATION:

Staff recommends approval of the rezoning to PD Planned Development District with the following conditions:

1. The permitted uses in this Planned Development District are retail, no more than one (1) freestanding restaurant with a drive-through facility; and medical and professional offices in no more than two (2) buildings. Consumer credit services; outdoor storage of merchandise, construction equipment and/or building materials; check cashing services; pawnbroker; tattoo or body piercing parlor; gas stations; and video-gaming parlor are prohibited.
2. The combined total square footage of both buildings shall not exceed 17,400 square feet.
3. Building elevations and construction materials primarily of masonry shall be as approved by the Economic and Community Development Department in conjunction with the final site plan review.
4. There is concern that the storm sewer system along Mound Road does not have the capacity to take any additional storm water. The drainage design must be studied further, and a report, sealed by a professional engineer, must be submitted. Storm water runoff must be managed according to City of Decatur Storm Water Policy and must consider the impact on downstream properties and infrastructure. The final design of the detention area and where it outlets must be reviewed and approved by the City prior to the approval of site plan.
5. A public sanitary sewer runs through the property where the buildings are proposed. The sewer will have to be relocated around the building with a new permanent easement surrounding the sewer.

6. Signs prohibiting left turns are required at the two exit points for the site.
7. The overall development will be permitted to have no more than two (2) freestanding monument style signs along the frontage of West Mound Road, one on each of the two (2) proposed lots. One of the permitted freestanding signs shall be a maximum of 160 square feet in area and not exceeding twenty (20) feet in height. The second permitted sign shall not exceed one hundred (100) square feet in area or ten (10) feet in height. Electronic Message Unit (EMU) signage, if proposed, on the freestanding monument style signage shall be permitted, subject to the requirements of the Zoning Ordinance for EMUs. An electronic message unit shall be permitted on the menu/order board for the drive-through facility. All other signage within the development will be prohibited from having EMUs.
8. Hours of operation for a restaurant, if proposed, shall be between the hours of 5:00 AM and 11:00 PM.
9. No outside speakers shall be permitted except for the drive-through facility with the restaurant.
10. All lights facing the west, north and east shall be shielded from the adjoining properties.
11. A two lot final subdivision plat will be required to be submitted, approved and recorded prior to a final site plan being approved.
12. Except as otherwise required by the Zoning Ordinance regarding buffer yards, a minimum of fifteen (15) foot wide landscaped buffer yard shall be provided along the respective east and west property limits of the overall development where they adjoin residentially-zoned properties. A mix of trees and shrubs, in sizes as prescribed by the Zoning Ordinance, shall be provided within the required buffer yards.
13. Cross-access and cross-parking easements, as well as trash enclosure easement, shall be established, approved, and recorded for the two (2) proposed lots as part of the final subdivision plat approval procedure.
14. The design and location of the proposed curb cut(s) on West Mound Road shall be as approved by the Department of Public Works on the final site plan.
15. Final site, landscaping and lighting plans shall be submitted to and approved by the Economic and Community Development Department, Public Works Department and the Fire Department prior to building permits being released.

The City Plan Commission voted 6-0 to recommend approval of this petition at the June 7, 2018 meeting; excerpts of the minutes of the meeting for this specific case are attached.

BACKGROUND:

The petitioner proposes to rezone the subject site from R-3 Single Family Residence District to PD Planned Development District in order to construct a commercial center for multiple uses including offices, retail, medical office, and a restaurant with drive-thru facility.

The petitioner proposes to construct two commercial buildings, 12,577 square feet (east building) and 4,800 square feet (west building with a drive-thru facility) respectively. The overall area is proposed to be subdivided into two (2) lots. The petitioner will be required to

submit a subdivision plat to the City for review and approval and the final site plan will not be approved until the plat has been approved by the City and recorded with Macon County.

Access to the commercial center is proposed via two curb cuts along West Mound Road. Currently, there is a median in the middle of West Mound Road, south of the subject site.

Landscaping meeting the requirements of the PD District Ordinance will be required at the time of final site plan review with the building permit application. Landscaping is shown for the frontage and parking areas as well as the buffer yard along the west and north sides of the development. Along the east property line, minimal landscaping is shown at the far north corner only.

Two (2) freestanding monument-styled signs, one for each of the two (2) lots, are proposed for the development and will be located off of West Mound Road.

The façade for the proposed center will be a mix of brick and stone.

One hundred (100) parking spaces are proposed, in conjunction with 10 stacking spaces for the drive-thru facility. A storm water detention basin is proposed in the northern portion of the site.

POTENTIAL OBJECTIONS: There were no objectors at the Plan Commission Meeting.

INPUT FROM OTHER SOURCES:

The petition has been reviewed and approved by the City’s Technical Review Committee; Planning, Engineering and Fire.

STAFF REFERENCE: Any additional questions may be forwarded to Joselyn Stewart at 424-2782 or at jstewart@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Supporting Documentation	Backup Material

ORDINANCE NO. _____

**ORDINANCE REZONING PROPERTY
R-3 SINGLE FAMILY RESIDENCE DISTRICT,
TO PD PLANNED DEVELOPMENT DISTRICT
- 110-140 WEST MOUND ROAD -**

WHEREAS, on the 7th day of June, 2018, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of Mound Road Properties, LLC, to rezone premises legally described as:

Tract 1

Beginning at a point on the South line of and 333.58 feet East of the Southwest corner of Lot Eight (8) of Mound Place Subdivision of the South Half (S ½) of the Southeast Quarter (SE ¼) of Section Twenty-seven (27), Township Seventeen (17) North, Range Two (2) East of the Third Principal Meridian, as per Plat recorded in Book 149 on Page 625 of the records in the Recorder's Office of Macon County, Illinois, thence North 372.40 feet, thence East 100.00 feet, thence South 372.40 feet to the South line of said Lot 8, thence West along the South line of said Lot 8 100.00 feet to the place of beginning, EXCEPT that part deeded to Macon County, Illinois for public road purposes in the document dated October 13, 1966 and recorded October 30, 1967 in Book 1604 on Page 509 as Document No. 842941. (Except coal and other minerals previously reserved or conveyed and the right to mine and remove the same). Situated in Macon County, Illinois.

Permanent Index Number: 07-07-27-479-005

Tract 2

Beginning at a point on the South line of and 233.58 feet East of the Southwest corner of Lot Eight (8) of Mound Place Subdivision of the South Half (S ½) of the Southeast Quarter (SE ¼) of Section Twenty-seven (27), Township Seventeen (17)

North, Range Two (2) East of the 3rd Principal Meridian, as per Plat recorded in Book 149 on Page 625 of the Records in the Recorder's Office of Macon County, Illinois, thence North 372.4 feet; thence East 100 feet, thence South 372.4 feet to the South line of Lot 8; thence West 100 feet to the point of beginning. (Except coal and other minerals previously reserved or conveyed and the right to mine and remove the same). Situated in Macon County, Illinois.

Permanent Index Number: 07-07-27-479-004

Tract 3

Beginning at a point on the South line of and 133.58 feet East of the Southwest corner of Lot Eight (8) of Mound Place Subdivision of the South Half (S ½) of the Southeast Quarter (SE ¼) of Section Twenty-seven (27), Township Seventeen (17) North, Range Two (2) East of the 3rd Principal Meridian, as per Plat recorded in Book 149 on Page 625 of the Records in the Recorder's Office of Macon County, Illinois, thence North 372.4 feet; thence East 100 feet; thence South 372.4 feet to the South line of said Lot 8; thence West 100 feet to the place of beginning, EXCEPT beginning at a point 40.00 feet North of the South line of said Lot 8 and 233.58 feet East of the Southwest corner of said Lot 8, said point being on the North right-of-way line of Mound Road; thence North 01°12'41" East, (assumed bearing), 4.47 feet; thence North 88°50'25" East, 100.06 feet; thence South 01°12'41" West, 6.45 feet to the North right-of-way line to the point of beginning. (Except coal and other minerals previously reserved or conveyed and the right to mine and remove the same). Situated in Macon County, Illinois.

Permanent Index Number: 07-07-27-479-003

Tract 4

Beginning at the southwest corner of Lot 8 of Mound Place, being a subdivision of the South Half (S ½) of the Southeast Quarter (SE ¼) of Section 27, Township 17 North, Range 2 East of the 3rd Principal Meridian, as per Plat recorded in Book 149 on Page 624, thence north on the wet line of said Lot 8 a distance of 380 feet, thence east a distance of 133.58 feet, thence south 380 feet to the south line of said Lot 8, thence west on the south line of said Lot 8 a distance of 133.58 feet to the point of beginning EXCEPT the South 40 feet thereof; and,

Permanent Index Number: 07-07-27-479-002

from R-3 Single Family Residence District to PD Planned Development District; and,

WHEREAS, the Decatur City Plan Commission did report its findings and did recommend that said Planned Development District be authorized subject to certain conditions.

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

Section 1. That the report and recommendation of the Decatur City Plan Commission be, and the same is hereby, received, placed on file and approved.

Section 2. That upon compliance with the conditions described herein, and in the site plan attached hereto and hereby made a part hereof as Exhibit A, said herein described premises be, and they are hereby, rezoned from R-3 Single Family Residence District to PD Planned Development District.

1. The permitted uses in this Planned Development District are retail, no more than one (1) freestanding restaurant with a drive-through facility; and medical and professional offices in no more than two (2) buildings. Consumer credit services; outdoor storage of merchandise, construction equipment and/or building materials; check cashing services; pawnbroker; tattoo or body piercing parlor; gas stations; and video-gaming parlor are prohibited.
2. The combined total square footage of both buildings shall not exceed 17,400 square feet.
3. Building elevations and construction materials primarily of masonry shall be as approved by the Economic and Community Development Department in conjunction with the final site plan review.
4. There is concern that the storm sewer system along Mound Road does not have the capacity to take any additional storm water. The drainage design must be studied further, and a report, sealed by a professional engineer, must be submitted. Storm water runoff must be managed according to City of Decatur Storm Water Policy and must consider the impact on downstream properties and infrastructure. The final design of the detention area and where it outlets must be reviewed and approved by the City prior to the approval of site plan.
5. A public sanitary sewer runs through the property where the buildings are proposed. The sewer will have to be relocated around the building with a new permanent easement surrounding the sewer.
6. Signs prohibiting left turns are required at the two exit points for the site.
7. The overall development will be permitted to have no more than two (2) freestanding monument style signs along the frontage of West Mound Road, one on each of the two (2) proposed lots. One of the permitted freestanding signs shall be a maximum of 160 square feet in area and not exceeding twenty (20) feet in height. The second permitted sign shall not exceed one hundred (100) square feet in area or ten (10) feet in height. Electronic Message Unit (EMU) signage, if proposed, on the freestanding monument style signage shall be permitted, subject to the requirements of the Zoning Ordinance for EMUs. An electronic message unit shall be permitted on the menu/order board for the drive-through facility. All other signage within the development will be prohibited from having EMUs.
8. Hours of operation for a restaurant, if proposed, shall be between the hours of 5:00 AM and 11:00 PM.
9. No outside speakers shall be permitted except for the drive-through facility with the restaurant.
10. All lights facing the west, north and east shall be shielded from the adjoining properties.

11. A two-lot final subdivision plat will be required to be submitted, approved and recorded prior to a final site plan being approved.
12. Except as otherwise required by the Zoning Ordinance regarding buffer yards, a minimum of fifteen (15) foot wide landscaped buffer yard shall be provided along the respective east and west property limits of the overall development where they adjoin residentially-zoned properties. A mix of trees and shrubs, in sizes as prescribed by the Zoning Ordinance, shall be provided within the required buffer yards.
13. Cross-access and cross-parking easements, as well as trash enclosure easement, shall be established, approved, and recorded for the two (2) proposed lots as part of the final subdivision plat approval procedure.
14. The design and location of the proposed curb cut(s) on West Mound Road shall be as approved by the Department of Public Works on the final site plan.
15. Final site, landscaping and lighting plans shall be submitted to and approved by the Economic and Community Development Department, Public Works Department and the Fire Department prior to building permits being released.

Section 3. That the Districts hereinabove mentioned are those districts set forth and defined in Ordinance No. 3512 of the City of Decatur, Illinois, commonly known as the Zoning Ordinance, and all the provisions, regulations, restrictions and requirements therein set forth shall apply to the premises described herein.

Section 4. That the zoning of said premises as set out herein shall be shown and verified on the Zoning District Map as in such Ordinance No. 3512 provided and said Districts be, and they are hereby, amended and changed as herein set forth.

PRESENTED, PASSED, APPROVED AND RECORDED this 18th day of June, 2018.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

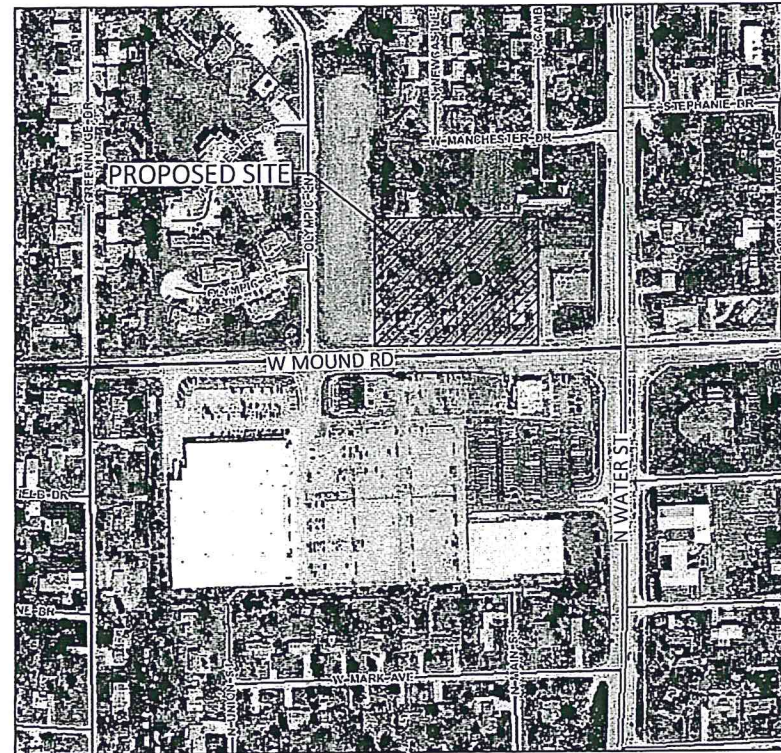
UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS AND THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. THERE MAY BE OTHERS, THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN. THE DEPTH OF UTILITIES IS ASSUMED TO BE NORMAL AND CUSTOMARY. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.

OWNER / DEVELOPER: MOUND ROAD PROPERTIES, LLC



PART OF LOTS 6, 7, AND 8 OF MOUND PLACE SUBDIVISION, BEING PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 17 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT RECORDED IN BOOK 149 ON PAGE 625 OF THE RECORDS, IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PART OF SAID LOT 8 DEDICATED TO HIGHWAY DEPARTMENT OF MACON COUNTY, ILLINOIS AND THE CITY OF DECATUR ILLINOIS FOR PUBLIC ROAD PURPOSES BOUNDED AND DESCRIBED AS FOLLOWS TO-WIT:

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 8, SAID POINT BEING 40.0 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 8; THENCE NORTH 0 DEGREES 05 MINUTES 16 SECONDS WEST ALONG THE WEST LINE OF SAID LOTS 8, 7, AND 6, A DISTANCE OF 340.04 FEET; THENCE NORTH 89 DEGREES 04 MINUTES 44 SECONDS EAST, A DISTANCE OF 133.59 FEET; THENCE SOUTH 0 DEGREES 05 MINUTES 16 SECONDS EAST, A DISTANCE OF 7.60 FEET; THENCE NORTH 89 DEGREES 04 MINUTES 44 SECONDS EAST, A DISTANCE OF 300.03 FEET; THENCE SOUTH 0 DEGREES 05 MINUTES 16 SECONDS EAST, A DISTANCE OF 324.01 FEET TO THE NORTHERLY LINE OF PREMISES CONVEYED TO THE CITY OF DECATUR BY WARRANTY DEED; THENCE SOUTH 87 DEGREES 56 MINUTES 43 SECONDS WEST ALONG THE SAID NORTHERLY LINE OF THE PREMISES CONVEYED TO THE CITY OF DECATUR BY WARRANTY DEED A DISTANCE OF 426.01 TO A POINT ON THE NORTHERLY LINE OF PREMISES DEDICATED TO THE MACON COUNTY HIGHWAY DEPARTMENT FOR PUBLIC ROAD PURPOSES; THENCE SOUTH 89 DEGREES 04 MINUTES 44 SECONDS WEST, A DISTANCE OF 7.82 FEET TO THE POINT OF BEGINNING;



CONSTRUCTION SITE
LOCATION MAP

AMEREN (GAS & ELECTRIC)
2460 N. JASPER ST.
DECATUR, IL 62526
CONTACT: SHAWN SPILLMAN
PHONE: (217) 424-8745

AT&T (PHONE)
201 SOUTH NEIL ST.
CHAMPAIGN, IL 61820
CONTACT: TROY LATOZ
PHONE: (217) 398-7980

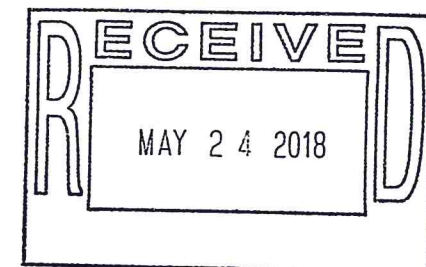
COMCAST (CABLE)
1275 N. WATER ST.
DECATUR, IL 62521
CONTACT: KEITH KOSHINSKI
PHONE: (224) 229-3253

**CITY OF DECATUR (WATER,
SANITARY, AND STORM)
#1 GARY ANDERSON PLAZA
DECATUR, IL 62521
CONTACT: MATT NEWELL
PHONE: (217) 424-2747**

CHASTAIN & ASSOC. (PROJECT MANAGER)
5 N. COUNTRY CLUB RD.
DECATUR, IL 62521
CONTACT: MARY CAVE
PHONE: (217) 422-8544

CHASTAIN & ASSOC. (SURVEYOR)
5 N. COUNTRY CLUB RD.
DECATUR, IL 62521
CONTACT: RANDY TREI
PHONE: (217) 422-8544

PD-1	COVER
PD-2	GENERAL NOTES AND SPECIFICATIONS
PD-3	TOPOGRAPHIC PLAN
PD-4	SITE PLAN
PD-5	UTILITY PLAN
PD-6	GRADING PLAN
PD-7	LANDSCAPE PLAN
PD-8	PHOTOMETRICS PLAN
PD-9	DETAILS
PD-10	DETAILS



Mary E Cave
MARY E. CAVE
ILLINOIS REGISTERED PROFESSIONAL ENGINEER
NO. 062-060331

MAY 23, 2018
DATE



EXP. 11/30/19

EXHIBIT A

COVER	PLANNED DEVELOPMENT ADDRESS DECATUR, IL			CHASTAIN & ASSOCIATES LLC CONSULTING ENGINEERS	DECATUR SCHAEFFER JUNG ROCKFORD 184-001397	PROJECT NO. FIELD BOOK NO. START DATE DRAWN BY CHECKED BY C&A REF. NO. PWC REF. NO. FILE LOCATION	6861 515 APRIL 26, 2018 CH/JNO MEC N/A N/A 13 DEVELOPERS	REVISION/ISSUED	BY	DATE	TRC COMMENTS
								sheet no. PD-1 project no. 6861			

- THE ENGINEER SHALL NOT GUARANTEE THE WORK OF ANY CONTRACTOR, SHALL HAVE NO AUTHORITY TO STOP WORK, SHALL HAVE NO SUPERVISION OR CONTROL AS TO THE WORK OR PERSONS DOING THE WORK, SHALL NOT BE RESPONSIBLE FOR SAFETY IN, ON, OR ABOUT THE JOB SITE OR HAVE ANY CONTROL OF THE SAFETY OR ADEQUACY OF ANY EQUIPMENT, BUILDING COMPONENT, SCAFFOLDING, SUPPORTS, FORMS OR OTHER WORK AIDS, AND SHALL HAVE NO DUTIES OR RESPONSIBILITIES IMPOSED BY ACTS GOVERNING THE WORKPLACE.
2. THE ABBREVIATION SRSB SHALL REFER TO THE ILLINOIS STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION ADOPTED APRIL 1, 2016. COPIES AVAILABLE ONLINE AT [HTTP://WWW.IDOT.ILLINOIS.GOV/ASSETS/UPLOADS/FILES/DOING-BUSINESS/Manuals-Guides-&-Handbooks/Highways/Construction/Standard-Specifications/Standard%20Specifications%20For%20Road%20and%20Bridges%20Construction%202016.pdf](http://www.idot.illinois.gov/assets/uploads/files/doing-business/Manuals-Guides-&-Handbooks/Highways/Construction/Standard-Specifications/Standard%20Specifications%20For%20Road%20and%20Bridges%20Construction%202016.pdf)
3. THE ABBREVIATION SWSW SHALL REFER TO THE STANDARD SPECIFICATIONS FOR WATER AND SEWER CONSTRUCTION IN ILLINOIS, 7TH EDITION OR LATEST EDITION.
4. WORK SHALL CONFORM TO THE CITY OF DECATUR AND/OR IDOT CONSTRUCTION STANDARDS, THE ILLINOIS ACCESSIBILITY CODE, PROWAG AND STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS.
5. NOTHING CONTAINED HEREIN SHALL RELIEVE ANY CONTRACTOR OF HIS/HER DUTY TO OBSERVE AND COMPLY WITH ALL APPLICABLE LAWS, NOR SHALL THE ENGINEER BE RESPONSIBLE FOR THE CONTRACTOR'S COMPLIANCE OR NONCOMPLIANCE WITH SUCH LAWS.
6. THE TERMS "PLACE", "CONSTRUCT" AND "INSTALL" SHALL BE INTERPRETED TO MEAN, "FURNISH ALL EQUIPMENT, MATERIAL AND LABOR TO COMPLETE THIS WORK".
7. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR CONTRACTOR'S DUTY TO OBSERVE AND COMPLY WITH CLIENT CONTRACT REQUIREMENTS, LOCAL AND STATE REGULATIONS, OR FOR THE CONTRACTOR'S FAILURE TO DO SO.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND PROTECTING UTILITIES DURING AND UNTIL COMPLETION OF THE PROJECT. UTILITIES SHOWN ON THE PLANS WERE LOCATED IN THE FIELD AND/OR LOCATED FROM ARCHIVAL DATA. THESE LOCATIONS ARE CONSIDERED APPROXIMATE. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATIONS IN THE FIELD. (J.U.L.I.E. 1-800-892-0123)
9. CONTRACTOR SHALL REPAIR ANY DAMAGED UTILITY LINES CAUSED BY HIS/HER ACTIVITIES. ALL WORK REQUIRED TO PERMANENTLY REPAIR THE UTILITY TO THE ENGINEER'S SATISFACTION SHALL BE AT THE CONTRACTOR'S EXPENSE.
10. CONTRACTOR SHALL FIELD VERIFY THE EXISTING STORM AND SANITARY FLOWLINES AT THE PROPOSED CONNECTIONS PRIOR TO PERFORMING ANY SEWER WORK.
11. CONTRACTOR SHALL POTHOLE ALL LOCATIONS WHERE PROPOSED STORM AND/OR SANITARY SEWER ARE TO CROSS EXISTING UTILITIES TO VERIFY THERE WILL NOT BE CONFLICT. IF A CONFLICT IS FOUND THE CONTRACTOR SHALL CONTACT THE ENGINEER.
12. ALL ELEVATIONS ARE BASED ON NAVD 88 DATUM. THE PROPOSED GRADE ELEVATIONS SHOWN ON THE PLAN SHEETS ARE THE ELEVATIONS FOR THE FINISHED SURFACE AT THE INDICATED LOCATIONS.
13. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND/OR APPROVALS REQUIRED TO WORK WITHIN THE PUBLIC RIGHT-OF-WAY. ALL WORK CONDUCTED IN THE PUBLIC RIGHT-OF-WAY SHALL BE CONDUCTED BY A CONTRACTOR LICENSED AND BONDED BY THE CITY OF DECATUR.
14. CONTRACTOR SHALL PROVIDE EROSION CONTROL MEASURES TO MEET ALL REGULATORY REQUIREMENTS AND SWPPP WITHIN THIS PLAN SET. THIS SHALL INCLUDE BUT NOT LIMITED TO INLET PROTECTION, CONCRETE WASHOUT AND CONTROLLING TRACKOUT ON THE SURROUNDING STREETS.
15. AN ENVIRONMENTAL SURVEY WAS NOT PERFORMED AS PART OF THIS DESIGN.
16. ALL ENTRANCES / DRIVEWAYS ARE AT A 90 DEGREE ANGLE TO THE ADJACENT ROADWAY UNLESS OTHERWISE NOTED.
17. ALL TRENCHES WITHIN 2 FEET OF A PAVED SURFACE SHALL BE GRANULAR BACKFILLED PER TRENCH BACKFILL SPECIFICATION.
18. WHERE SECTION STONES OR SPECIFICATION MARKERS ARE ENCOUNTERED, THE ENGINEER SHALL BE NOTIFIED BEFORE SUCH STONES OR MARKERS ARE REMOVED. THE CONTRACTOR SHALL PROTECT AND PRESERVE ALL PROPERTY MARKERS ALONG THE OUTER BOUNDARY UNTIL AN AUTHORIZED SURVEYOR HAS WITNESSED OR REFERENCED THEIR LOCATION.
19. TRAFFIC CONTROL WILL BE THE RESPONSIBILITY OF THE CONTRACTOR AND/OR SUBCONTRACTORS AND SHALL BE IN ACCORDANCE WITH IDOT STANDARDS.

EXCAVATION AND EMBANKMENT
THE CONTRACTOR SHALL GRADE THE SITE AS SHOWN IN THE PLANS. THIS WORK SHALL MEET THE REQUIREMENTS OF SECTION 202 AND SECTION 205 OF THE SSRB AND ALL OTHER REFERENCED ARTICLES AND SECTIONS. BACKFILLING AROUND PROPOSED IMPROVEMENTS SHALL BE CONSIDERED INCIDENTAL TO THE COST OF SAID IMPROVEMENT.

THE CONTRACTOR SHALL PLACE TRENCH BACKFILL AS SHOWN IN THE PLANS. THIS WORK SHALL MEET THE REQUIREMENTS OF SECTION 208 OF THE SSRB AND ALL OTHER REFERENCED ARTICLES AND SECTIONS.

THE CONTRACTOR SHALL SEED AND MULCH ALL DISTURBED AREAS. WORK SHALL MEET THE REQUIREMENTS OF SECTION 250 AND SECTION 251 OF THE SSRB AND ALL OTHER REFERENCED ARTICLES AND SECTIONS.

THE CONTRACTOR SHALL APPLY TEMPORARY EROSION CONTROL SEEDING AS INDICATED IN THE PLANS. THIS WORK SHALL MEET THE REQUIREMENTS OF SECTION 280 OF THE SSRB AND ALL OTHER REFERENCED ARTICLES AND SECTIONS.

THE CONTRACTOR SHALL PLACE AGGREGATE BASE COURSE, TYPE A AT A MINIMUM THICKNESS AS SHOWN IN THE PLANS. THE WORK SHALL MEET THE REQUIREMENTS OF SECTION 351 OF THE SSRE AND ALL OTHER REFERENCED ARTICLES AND SECTIONS.

THE CONTRACTOR SHALL PLACE PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT AS SHOWN IN THE PLANS. THIS WORK SHALL MEET THE REQUIREMENTS OF SECTION 423 OF THE SSRB AND ALL OTHER REFERENCED ARTICLES AND SECTIONS.

THE CONTRACTOR SHALL PLACE PORTLAND CEMENT CONCRETE SIDEWALK AS SHOWN IN THE PLANS. THE SIDEWALK CROSS SLOPE SHALL NOT EXCEED 2%, LONGITUDINAL SLOPE SHALL NOT EXCEED 5%. AND SIDEWALK RAMPS SHALL NOT EXCEED 8.33%. THIS WORK SHALL MEET THE REQUIREMENTS OF SECTION 424 OF THE SSB AND ALL OTHER REFERENCED ARTICLES AND SECTIONS, ILLINOIS ACCESSIBILITY CODE AND/OR PROWAG.

THE CONTRACTOR SHALL REMOVE THE PAVEMENT, SIDEWALK AND COMBINATION CONCRETE CURB AND GUTTER AS SHOWN IN THE PLANS. THIS WORK SHALL MEET THE REQUIREMENTS OF SECTION 440 OF THE SSRB AND ALL OTHER REFERENCED ARTICLES AND SECTIONS.

THE CONTRACTOR SHALL INSTALL STORM SEWERS AS SHOWN IN THE PLANS. THE PROPOSED STORM SEWER SHALL BE CLASS B, WITH A MAXIMUM N VALUE OF 0.013, WHEN INSTALLED OUTSIDE OF THE RIGHT-OF-WAY AND CLASS A WHEN INSTALLED IN THE RIGHT-OF-WAY. THIS WORK SHALL MEET THE REQUIREMENTS OF SECTION 550 OF THE SSRB AND ALL OTHER REFERENCED ARTICLES AND SECTIONS.

THE CONTRACTOR SHALL REMOVE THE EXISTING STORM SEWERS WHERE INDICATED IN THE PLANS. THIS WORK SHALL MEET THE REQUIREMENTS OF SECTION 551 OF THE SSRB AND ALL OTHER REFERENCED ARTICLES AND SECTIONS.

THE CONTRACTOR SHALL INSTALL INLET TYPE A, INLET TYPE B AND MANHOLES AS SHOWN IN THE PLANS. THIS WORK SHALL MEET THE REQUIREMENTS OF SECTION 602 OF THE SSRB AND ALL OTHER REFERENCED ARTICLES AND SECTIONS.

THE CONTRACTOR SHALL PLACE COMBINATION CONCRETE CURB AND GUTTER, AS SHOWN IN THE PLANS. THIS WORK SHALL MEET THE REQUIREMENTS OF SECTION 606 OF THE SSRB AND ALL OTHER REFERENCED ARTICLES AND SECTIONS.

THE CONTRACTOR SHALL PLACE PAINT PAVEMENT MARKING AS SHOWN ON THE PLANS. THIS WORK SHALL MEET THE REQUIREMENTS OF SECTION 780 OF THE SSRB AND ALL OTHER REFERENCED ARTICLES AND SECTIONS.

THE CONTRACTOR SHALL REMOVE THE EXISTING SANITARY AND WATER LINE PIPE AND STRUCTURES WHERE INDICATED ON THE PLANS. THIS WORK SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS SEVENTH EDITION OR LATEST EDITION.

THE WATER MAIN SHALL BE DUCTILE IRON OR AWWA C900 FOR PRESSURE CLASS 150, DR 18 PVC IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR WATER MAIN AND SEWER CONSTRUCTION IN ILLINOIS SEVENTH EDITION OR LATEST VERSION.

THE PIPE BEDDING MATERIAL FOR FLEXIBLE PIPE SHALL BE PLACED A MINIMUM OF 4" BELOW THE PIPE AND MINIMUM OF 12" ABOVE THE PIPE AND SHALL BE CLASS II MEETING ASTM D2321 AS DESCRIBED IN SECTION 20-4.05 AND 20-4.06 OF THE STANDARD SPECIFICATIONS FOR WATER MAINS AND SEWER CONSTRUCTION IN ILLINOIS SEVENTH EDITION OR LATEST VERSION.

DISINFECTING AND WATER MAIN TESTING SHALL BE PERFORMED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR WATER MAIN AND SEWER CONSTRUCTION IN ILLINOIS SEVENTH EDITION OR LATEST VERSION. THIS WORK SHALL INCLUDE PRESSURE TESTING.

THE SEPARATION OF WATER MAINS FROM SEWER MAINS SHALL BE IN ACCORDANCE WITH SECTIONS 41-2.01A AND SECTION 41-2.01B OF THE STANDARD SPECIFICATIONS FOR WATER MAIN AND SEWER CONSTRUCTION IN ILLINOIS SEVENTH EDITION OR LATEST VERSION.

CONCRETE THRUST BLOCKS SHALL CONFORM TO THE LATEST VERSION AND THE STANDARD SPECIFICATIONS FOR WATER MAIN AND SEWER CONSTRUCTION IN ILLINOIS SEVENTH EDITION OR LATEST VERSION.

THE SANITARY SEWER SHALL BE POLYVINYL CHLORIDE WITH A STANDARD DIMENSION RATIO OF 26. THE JOINTS SHALL BE FLEXIBLE SEALS. THE PVC SEWER PIPE AND JOINTS SHALL BE IN ACCORDANCE WITH SECTION 30-4.04 OF THE STANDARD SPECIFICATIONS FOR WATER MAIN AND SEWER CONSTRUCTION IN ILLINOIS SEVENTH EDITION OR LATEST VERSION.

THE PIPE BEDDING MATERIAL SHALL BE PLACED A MINIMUM OF 4" BELOW THE PIPE AND MINIMUM OF 12" ABOVE THE PIPE AND SHALL BE CLASS II MEETING ASTM D2321 AS DESCRIBED IN SECTION 20-4.05 AND 20-4.06 OF THE STANDARD SPECIFICATIONS FOR WATER MAIN AND SEWER CONSTRUCTION IN ILLINOIS SEVENTH EDITION OR LATEST VERSION.

THE SEPARATION OF WATER MAINS FROM SEWER MAINS SHALL BE IN ACCORDANCE WITH SECTIONS 41-2.01A AND SECTION 41-2.01B OF THE STANDARD SPECIFICATIONS FOR WATER MAIN AND SEWER CONSTRUCTION IN ILLINOIS SEVENTH EDITION OR LATEST VERSION.

THE SANITARY SEWER SHALL BE PLACED IN ACCORDANCE WITH SECTION 31 OF THE STANDARD SPECIFICATIONS FOR WATER MAIN AND SEWER CONSTRUCTION IN ILLINOIS SEVENTH EDITION OR LATEST VERSION AND THE CITY OF DECATUR, ILLINOIS CONSTRUCTION STANDARDS.

THE SANITARY SEWER LEAKAGE TESTING SHALL BE THE AIR TESTING METHOD AS DESCRIBED IN THE SSWSC.

THE SANITARY SEWER DEFLECTION TESTING SHALL BE IN ACCORDANCE WITH SECTION 31-1.13 OF THE STANDARD SPECIFICATIONS FOR WATER MAIN AND SEWER CONSTRUCTION IN ILLINOIS SEVENTH EDITION OR LATEST VERSION, WHICH SHALL INCLUDE THE USE OF A MANDREL.

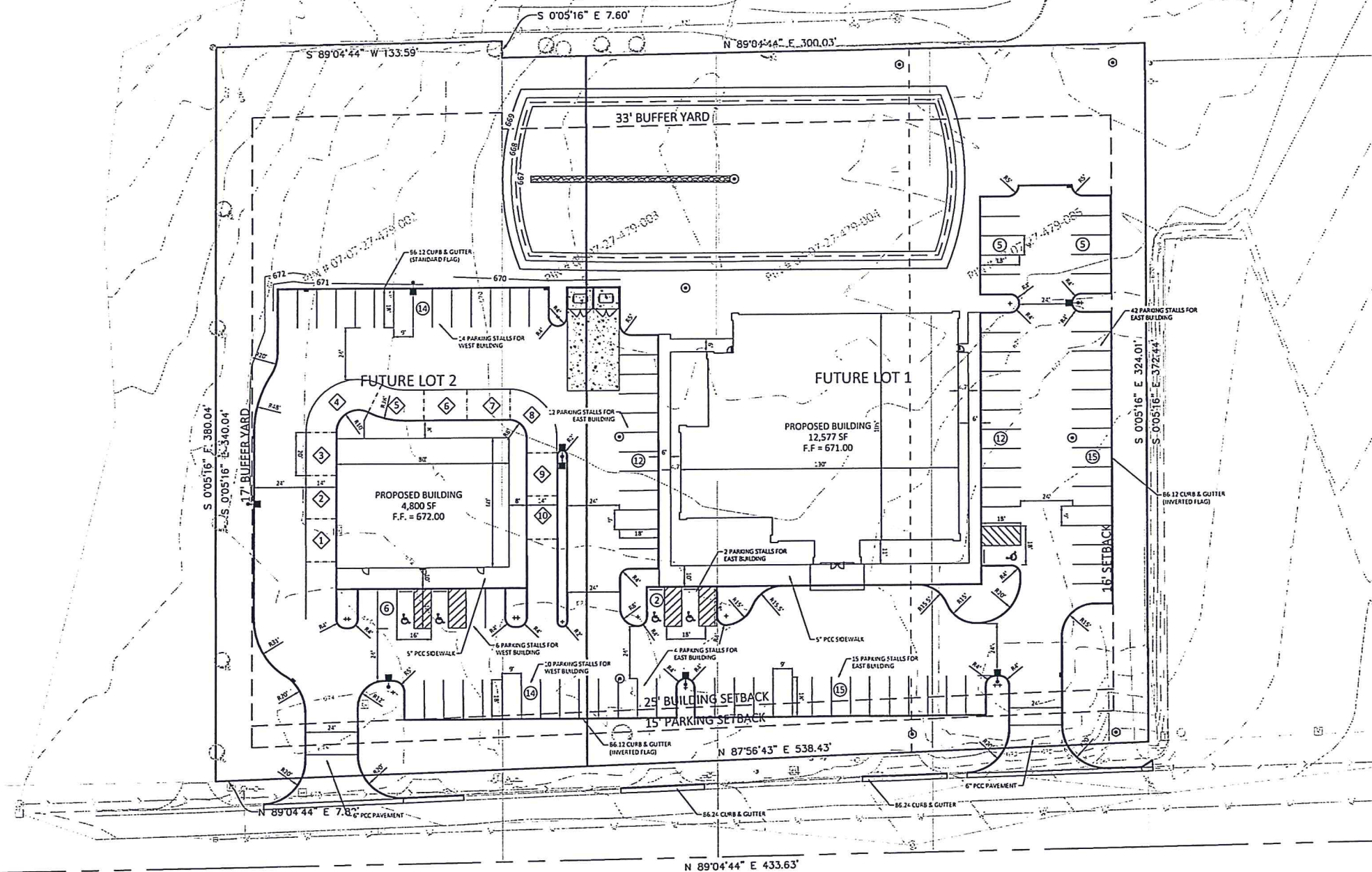
THE SANITARY SEWER SHALL ALSO BE VIDEO TAPED. TWO COPIES OF THE VIDEO ON DVD OR CD
ALONG WITH THE REPORT MUST BE PROVIDED TO THE ENGINEER PRIOR TO APPROVAL.

SANITARY MANHOLES SHALL BE TESTED FOR WATERTIGHTNESS BY EITHER OF THE FOLLOWING METHODS; ASTM C 969 OR ASTM C 1244.

THE CONTRACTOR SHALL PLACE PORTLAND CEMENT CONCRETE ROADWAY PAVEMENT AS SHOWN IN THE PLANS. THIS WORK SHALL MEET THE REQUIREMENTS OF SECTION 420 OF THE SSRB AND ALL OTHER REFERENCED ARTICLES AND SECTIONS.

THE CONTRACTOR SHALL REMOVE THE EXISTING MANHOLES WHERE INDICATED IN THE PLANS. THIS WORK SHALL MEET THE REQUIREMENTS OF SECTION 605 OF THE SSRB AND ALL OTHER REFERENCED ARTICLES AND SECTIONS.

GENERAL NOTES/SPEC		 STATE OF ILLINOIS MARY E. CAVE 052-060331 EXP. 11/30/19		 CHASTAIN & ASSOCIATES LLC CONSULTING ENGINEERS		PROJECT NO. 4861 FIELD BOOK NO. 535 DATE APRIL 26, 2018 DRAWN BY CH/INO CHECKED BY MEC C&A REF. NO. N/A PWC REF. NO. N/A FILE LOCATION FIVEDEVELOPERS		BY _____ DATE _____ JNO. 05/27/2018 TBC COMMENTS	
sheet no. PD-2		project no. 6861		DECATUR SCHLAUMBURG ROCKFORD IL 61455 489-0050 484-001397		(217) 422-8544 (773) 744-0050 (815) 489-0050			



NOTES:

1. SITE ACREAGE: 3.3 AC.
2. ZONING:
EXISTING PROPERTY ZONING: R-3
PROPOSED PROPERTY ZONING: PD
SECTION: XIX
PROPOSED USE(S): RETAIL/RESTAURANT/OFFICE
3. CONSTRUCTION TYPE: II-B (SPRINKLED)
A. MEDICAL OFFICE: II-B (SPRINKLED)
B. RETAIL/OFFICE/RESTAURANT: V-S (UNSPRINKLED)
4. PARKING REQUIREMENTS:
A. OFFICE - 1 SPACE PER 300 SF AT 1600 SF = 6 SPACES
B. RETAIL - 1 SPACE PER 200 SF AT 1600 SF = 8 SPACES
C. RESTAURANT - 1 SPACE PER 100 SF AT 1600 SF = 16 SPACES
D. MEDICAL - 1.5 SPACES PER EXAM ROOM AT 22 EXAM ROOMS = 33
E. MEDICAL - 1 SPACE PER EMPLOYEE AT 20 EMPLOYEES = 20

SPACES REQUIRED: 83 (INCLUDES 4 ACCESSIBLE)
STACKING REQUIRED: 10

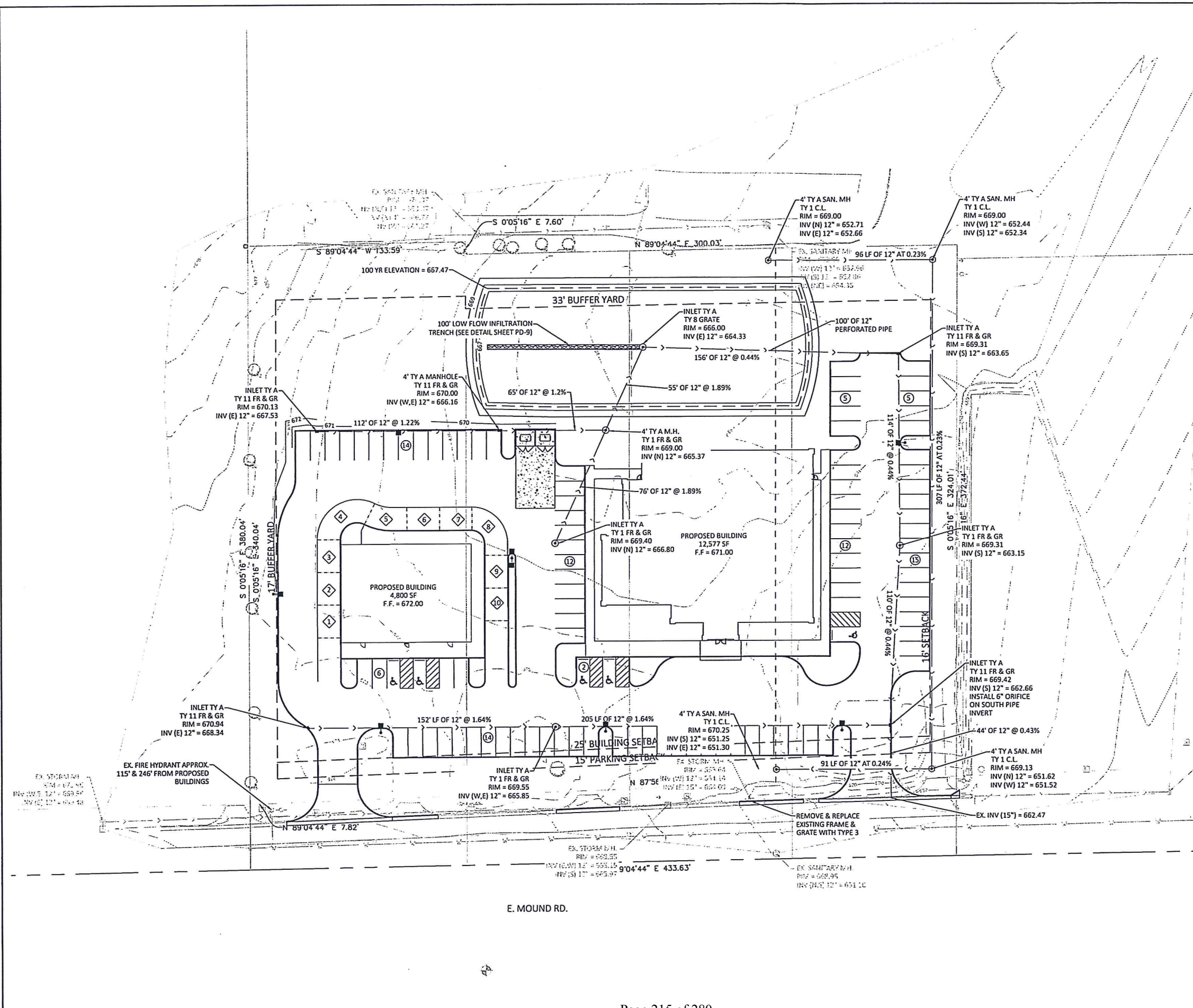
SPACES PROVIDED: 100 (INCLUDES 5 ACCESSIBLE)
STACKING PROVIDED: 10
5. SIGNAGE SHALL MEET REQUIREMENTS OF SECTION XXV.F OF THE CITY OF DECATUR ZONING ORDINANCE. SIGN PERMITS SHALL BE APPLIED FOR IN ACCORDANCE WITH THE CITY OF DECATUR ZONING ORDINANCE. ALL SIGNS SHALL BE LOCATED A MINIMUM OF 5 FEET FROM PROPERTY LINE. ALL SIGN DETAILS SHALL BE SUBMITTED WITH SIGN PERMIT.
6. CONTRACTOR SHALL REFERENCE GENERAL NOTES AND SPECIFICATIONS SHEET FOR NOTES AND SPECIFICATIONS RELATING TO PAVEMENT, SIDEWALKS, CURB & GUTTER, AND PAVEMENT STRIPING.
7. ALL EARTHWORK, STORM SEWER MATERIALS, PAVING MATERIALS, AND ASSOCIATED WORK TO BE DONE IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) LATEST STANDARD SPECIFICATIONS, ALL OTHER ITEMS TO BE DONE IN ACCORDANCE WITH CITY OF DECATUR CONSTRUCTION STANDARDS.
8. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY AND ALL PERMITS TO WORK IN PUBLIC RIGHT-OF-WAY. ALL WORK IN PUBLIC RIGHT-OF-WAY MUST BE DONE BY A CONTRACTOR WHO IS LICENSED AND BONDED BY THE CITY OF DECATUR. THE APPROVAL OF THE SITE PLAN DOES NOT CONSTITUTE THE APPROVAL FOR THE CONTRACTOR TO DO WORK IN THE PUBLIC RIGHT-OF-WAY WITHOUT SAID PERMITS.
9. CONTRACTOR SHALL REFERENCE SITE LIGHTING SHEET PD-8 FOR INFORMATION RELATING TO SITE LIGHTING AND SITE PHOTOMETRICS.
10. DIMENSIONS FOR RADII ARE TO THE BACK OF CURB UNLESS OTHERWISE NOTED.
11. ALL OTHER DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
12. ALL CUTS IN EXISTING ASPHALT, CONCRETE OR CURB SHALL BE SAW CUT.
13. TOTAL LAND DISTURBED = 2.89 AC. LAND DISTURBANCE PERMIT REQUIRED.
14. ALL TRENCHES WITHIN 2 FEET OF PAVED SURFACE SHALL BE GRANULAR BACKFILLED IN ACCORDANCE WITH THE TRENCH BACKFILL SPECIFICATION.
15. ALL PAVEMENT MARKINGS SHALL BE PAINT PAVEMENT MARKING.
16. ALL PARKING SPACE STRIPING SHALL BE PAINT PAVEMENT MARKING, 4" LINE.
17. ALL CURB & GUTTER SHALL BE CONSTRUCTED WITH A REVERSE FLAG, UNLESS NOTED AS A STANDARD CURB & GUTTER.
18. LOTS 1 & 2 TO HAVE A PARKING AND TRASH ENCLOSURE AGREEMENT AS ESTABLISHED IN THE OWNERS DECLARATION FOR THE FINAL SUBDIVISION PLAT NOT YET RECORDED.

LEGEND

- STANDARD DUTY PAVEMENT (SEE DETAILS)
- HEAVY DUTY PAVEMENT (SEE DETAILS)
- DRIVEWAY PAVEMENT
- PROPOSED LIGHTS
- PARKING SPACE COUNTS
- STACKING SPACE COUNT



SITE PLAN	PLANNED DEVELOPMENT ADDRESS DECATUR, IL	sheet no. PD-4	CHASTAIN & ASSOCIATES LLC CONSULTING ENGINEERS DECATUR SCHAMBURG ROCKFORD 184-001397	FIELD BOOK NO.	515	JUN 05/23/2018 10:40 AM 001397
		project no. 6861		START DATE	APRIL 26, 2018	
				DRAWN BY	CH/JNO	
				CHECKED BY	MEC	
				CRA REF. NO.	N/A	
				PWC REF. NO.	N/A	
				FILE LOCATION	WDEVELOPERS	



- NOTES:**
1. SITE ACREAGE: 3.3 AC.
 2. TOTAL ONSITE IMPERVIOUS AREA: 72,597 SF.
 3. FIRE FLOW REQUIRED FOR TYPE II-B CONSTRUCTION TYPE (SPRINKLED) 12,577 SF BUILDING IS 1,250 GPM. MINIMUM NUMBER OF HYDRANTS = 1 @ 250 FT MAX. DISTANCE.
 4. FIRE FLOW REQUIRED FOR TYPE V-B CONSTRUCTION TYPE (UNSPRINKLED) 4,800 SF BUILDING IS 1,125 GPM. MINIMUM NUMBER OF HYDRANTS = 1 @ 250 FT MAX. DISTANCE.
 5. CONTRACTOR SHALL REFERENCE GENERAL NOTES AND SPECIFICATIONS SHEET FOR NOTES AND SPECIFICATIONS RELATING TO WATER MAIN, SANITARY SEWER, UNDERGROUND DETENTION, AND OTHER UTILITY RELATED CONSTRUCTION.
 6. CONTRACTOR SHALL REFERENCE TOPO PLAN FOR BENCHMARK DATA.
 7. STORM DETENTION:
REQUIRED: 13,188 CF (AT 100 YR ELEVATION)
PROVIDED: 13,231 CF (AT 100 YR ELEVATION)
PROVIDED: 37,793 CF (AT TOP OF BANK)
REQUIRED FREEBOARD: 0.74 FT
PROVIDED FREEBOARD: 1.53 FT (TOP OF BANK TO 100 YR ELEV.)
 8. LENGTH OF STORM SEWER IS FROM THE CENTER OF STRUCTURE TO CENTER OF STRUCTURE AND INCLUDES ALL FITTINGS, TEES OR WYES.
 9. LENGTH OF SANITARY SEWER IS FROM THE CENTER OF STRUCTURE TO CENTER OF STRUCTURE AND INCLUDES ALL FITTINGS, TEES, OR WYES.
 10. SANITARY FLOW:
SANITARY PERMIT NOT REQUIRED FOR ANY CONNECTIONS GREATER THAN 15 P.E.
 11. CLEANOUTS SHALL BE INSTALLED ON ALL DRAIN LINES WITHIN 5 FT OF THE BUILDING OR IN CHANGES OF DIRECTION GREATER THAN 45 DEGREES. WHERE TEE'S AND WYES ARE USED THE CLEANOUT SHALL BE PLACED UPSTREAM OF THE PROPOSED FITTING.
 12. CONTRACTOR SHALL REFERENCE THE MEP PLANS FOR ALL PROPOSED UTILITIES ENTERING/LEAVING THE BUILDING PRIOR TO THEIR INSTALLATION OUTSIDE OF BUILDING, TO VERIFY REVISIONS HAVE NOT BEEN COMPLETED SINCE FINAL COORDINATION OF UTILITIES.
 13. CONTRACTOR SHALL COORDINATE ALL UTILITY CONNECTIONS WITH THE APPROPRIATE UTILITY PROVIDER.
 14. PROPOSED DOWNSPOUT CONNECTION SHALL BE MADE USING PREFABRICATED DOWNSPOUT ADAPTERS.
 15. CONTRACTOR SHALL CONNECT DOWNSPOUTS TO TRUNK SEWER.
 16. ALL EARTHWORK, STORM SEWER MATERIALS, PAVING MATERIALS, AND ASSOCIATED WORK TO BE DONE IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) LATEST STANDARD SPECIFICATIONS, ALL OTHER ITEMS TO BE DONE IN ACCORDANCE WITH CITY OF DECATUR CONSTRUCTION STANDARDS.
 17. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY AND ALL PERMITS TO WORK IN PUBLIC RIGHT OF WAY. ALL WORK IN PUBLIC RIGHT OF WAY MUST BE DONE BY A CONTRACTOR WHO IS LICENSED AND BONDED BY THE CITY OF DECATUR. THE APPROVAL OF THE SITE PLAN DOES NOT CONSTITUTE THE APPROVAL FOR THE CONTRACTOR TO DO WORK IN THE PUBLIC RIGHT OF WAY WITHOUT SAID PERMITS.
 18. CONTRACTOR SHALL REFERENCE SHEET PD-8 FOR INFORMATION RELATING TO SITE LIGHTING AND SITE PHOTOMETRICS.
 19. ALL TRENCHES WITHIN 2 FEET OF PAVED SURFACE SHALL BE GRANULAR BACKFILLED IN ACCORDANCE WITH TRENCH BACKFILL SPECIFICATION.
 20. STORM SEWER AND STORM DETENTION TO BE MAINTAINED BY BOTH PROPERTY OWNERS AS ESTABLISHED IN THE OWNER'S DECLARATION FOR THE FINAL SUBDIVISION PLAT NOT YET SUBMITTED.
 21. FIRE DEPARTMENT CONNECTION WILL BE PLACED ON THE SOUTH FACE OF EAST BUILDING.

LEGEND

---	EXISTING STORM SEWER
---	EXISTING SANITARY SEWER
---	EXISTING WATER LINE
---	EXISTING TELEPHONE LINE
---	EXISTING FIRE HYDRANT
---	EXISTING GAS LINE
---	PROPOSED ELECTRIC
---	PROPOSED STORM SEWER
---	PROPOSED SANITARY SEWER
---	PROPOSED WATER LINE
---	PROPOSED GAS LINE
---	PROPOSED AERIAL ELECTRIC
+	PROPOSED POWER POLE
⊙	PROPOSED MANHOLE
—	PROPOSED INLET

UTILITY PLAN
PLANNED DEVELOPMENT
ADDRESS
DECATUR, IL

sheet no.
PD-5
project no.
6861

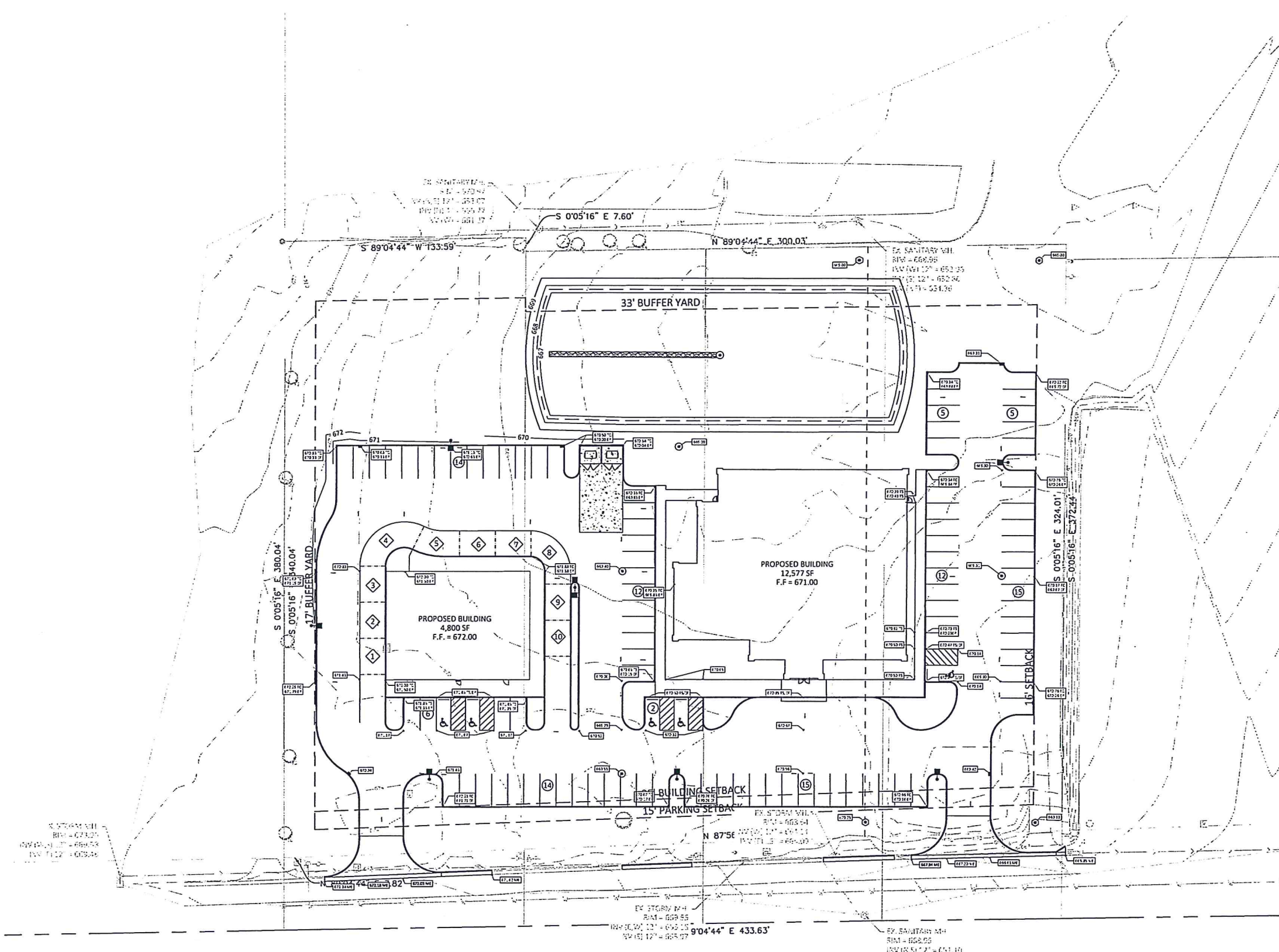
PROJECT NO.	6861	DATE	05/23/2018	REVISION/ISSUED	
SHEET NO.	1515	DATE	05/23/2018	REVISION/ISSUED	
START DATE	APRIL 26, 2018	DATE	05/23/2018	REVISION/ISSUED	
DRAWN BY	CH/NO	DATE	05/23/2018	REVISION/ISSUED	
CHECKED BY	REC	DATE	05/23/2018	REVISION/ISSUED	
CRA REF. NO.	184-001397	DATE	05/23/2018	REVISION/ISSUED	
FILE LOCATION	184-001397	DATE	05/23/2018	REVISION/ISSUED	

CHASTAIN & ASSOCIATES LLC
CONSULTING ENGINEERS

DECATUR, IL
SCHAUHUBER
ROCKFORD

STATE OF ILLINOIS
MARY E. CAVE
062-060331
PROFESSIONAL ENGINEER

EXP. 11/30/19



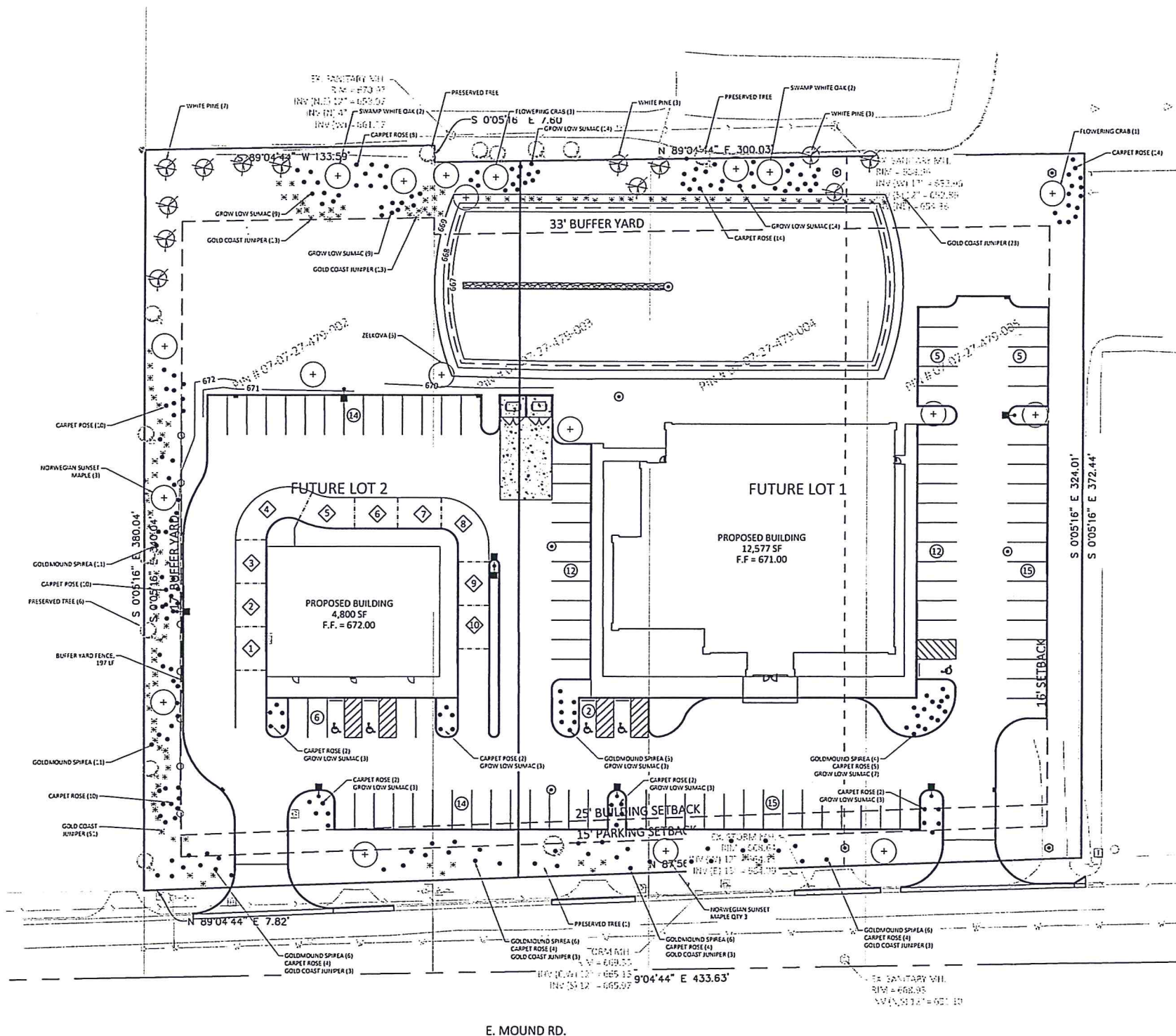
- NOTES:**
1. SITE ACREAGE: 3.3 A.C.
 2. CONTRACTOR SHALL REFERENCE GENERAL NOTES AND SPECIFICATIONS SHEET FOR NOTES AND SPECIFICATIONS RELATING TO PAVEMENT, SIDEWALKS, CURB & GUTTER, PAVEMENT STRIPING, ETC.
 3. ALL EARTHWORK, STORM SEWER MATERIALS, PAVING MATERIALS, AND ASSOCIATED WORK TO BE DONE IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) LATEST STANDARD SPECIFICATIONS. ALL OTHER ITEMS TO BE DONE IN ACCORDANCE WITH CITY OF DECATUR CONSTRUCTION STANDARDS.
 4. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY AND ALL PERMITS TO WORK IN PUBLIC RIGHT OF WAY. ALL WORK IN PUBLIC RIGHT OF WAY MUST BE DONE BY A CONTRACTOR WHO IS LICENSED AND BONDED BY THE CITY OF DECATUR. THE APPROVAL OF THE SITE PLAN DOES NOT CONSTITUTE THE APPROVAL FOR THE CONTRACTOR TO DO WORK IN THE PUBLIC RIGHT OF WAY WITHOUT SAID PERMITS.
 5. CONTRACTOR SHALL REFERENCE SIGHT LIGHTING (SHEET PD-8) FOR INFORMATION RELATING TO SITE LIGHTING AND SITE PHOTOMETRICS.
 6. ALL TRENCHES WITHIN 2 FEET OF PAVED SURFACE SHALL BE GRANULAR BACKFILLED IN ACCORDANCE WITH TRENCH BACKFILL SPECIFICATION.
 7. THE CONTRACTOR SHALL FIELD VERIFY THE ELEVATIONS OF THE BENCHMARKS PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL ALSO FIELD VERIFY LOCATION AND ELEVATION OF EXISTING PIPE INVERTS, FLOOR ELEVATIONS, CURB OR PAVEMENT WHERE MATCHING INTO EXISTING WORK. THE CONTRACTOR SHALL FIELD VERIFY HORIZONTAL CONTROL BY REFERENCING SHOWN COORDINATES TO KNOWN PROPERTY LINES. NOTIFY ENGINEER OF DISCREPANCIES IN EITHER VERTICAL OR HORIZONTAL PRIOR TO PROCEEDING WITH WORK.
 8. PAVEMENT MARKINGS AND SIGNAGE SHALL CONFORM TO THE REQUIREMENTS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.
 9. ALL RADII ARE DIMENSIONED TO THE BACK OF CURB, OR EDGE OF PAVEMENT IF NO CURB IS PRESENT.
 10. ALL COORDINATES AND DIMENSIONS ARE REFERENCED TO THE BACK OF CURB, UNLESS NOTED OTHERWISE.

LEGEND

⊙	PROPOSED INLET
○	PROPOSED MANHOLE
DS	PROPOSED DOWNSPOUT
TC	TOP OF CURB
TS	TOP OF SIDEWALK
EP	EDGE OF PAVEMENT
M.E.G.	MATCH EXISTING GRADE
100	EXISTING CONTOUR
+100	EXISTING SPOT SHOT
XXX.XX	PROPOSED ELEVATION
1.0%	PROPOSED SLOPE
100	PROPOSED CONTOUR
~	PROPOSED WATER COURSE

30' 0' 30'

REVISED/ISSUED	DATE	BY	NO.	05/23/2018	TRC	COMMENTS
PROJECT NO.	6861	FIELD BOOK NO.	515	START DATE	APRIL 26, 2018	
		DRAWN BY	CH/INO	CHECKED BY	MEC	
		CRA REF. NO.	N/A	PWC REF. NO.	N/A	
		FILE LOCATION	184-001997			
CHASTAIN & ASSOCIATES LLC CONSULTING ENGINEERS DECATUR, IL (317) 422-8644 (773) 714-0060 (815) 489-0060 184-001997						
STATE OF ILLINOIS MARY E. CAVE 062-060331 PROFESSIONAL ENGINEER EXP. 11/30/19						
GRADING PLAN PLANNED DEVELOPMENT ADDRESS DECATUR, IL						
sheet no. PD-6						
project no. 6861						



INSTALLATION NOTES

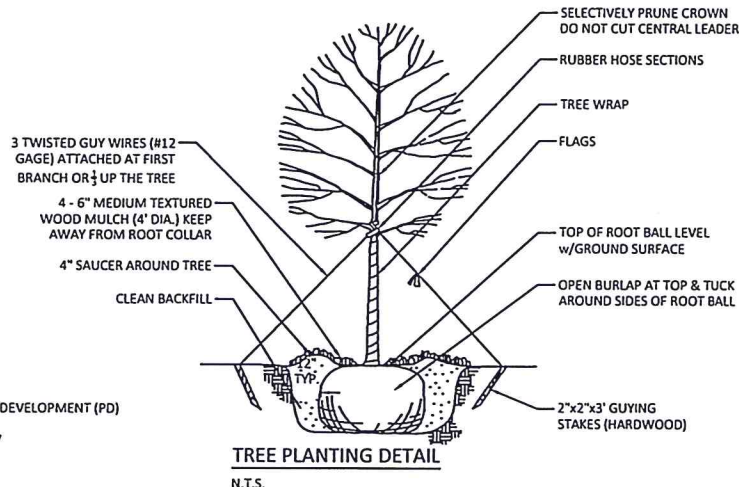
- 1. TREES -
 - A. SHADE TREES SHALL BE A MINIMUM OF 2" CALIPER
 - B. PINE TREES SHALL BE A MINIMUM OF 6' HEIGHT AT TIME OF INSTALLATION.
- 2. SHRUBS -
 - A. ALL SHRUBS SHALL BE A MINIMUM OF 24" HEIGHT OR SPREAD.

LEGEND

- ⊕ PROPOSED EVERGREEN TREE
- ⊕ PROPOSED DECIDUOUS TREE
- * PROPOSED EVERGREEN SHRUB
- PROPOSED DECIDUOUS SHRUB

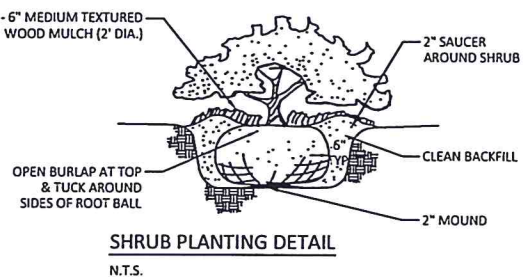
PLANT LIST					
QUANTITY	COMMON NAME	INSTALL SIZE	MATURE HT./SPREAD	POINT VALUE	TOTAL POINTS
6	NORWEGIAN SUNSET MAPLE	2"	35'/25'	18	108
5	ZELKOVA	2"	40'/20'	18	90
13	WHITE PINE	6"	40'/20'	18	234
4	SWAMP WHITE OAK	2"	40'/30'	18	72
4	FLOWERING CRAB	2"	20'/15'	12	48
117	GOLD COAST JUNIPER	24"	3'/3'	3	351
71	GROW LOW SUMAC	24"	3'/3'	2	142
97	CARPET ROSE	24"	2'/3'	2	194
55	GOLDMOUND SPIREA	24"	3'/3'	2	110
TOTAL LANDSCAPING POINTS PROVIDED					1349

PRESERVATION PLANTS			
QUANTITY	COMMON NAME	POINT VALUE	TOTAL POINTS
9	SHADE TREE	28	252
TOTAL LANDSCAPING POINTS PROVIDED			252



TREE PLANTING DETAIL

N.T.S.



SHRUB PLANTING DETAIL

N.T.S.

NOTES

- REQUIRED LANDSCAPING: PROPERTY ZONED = PLANNED DEVELOPMENT (PD)
- FRONT YARD = 434 LF LANDSCAPE FRONTAGE
 - A.) TOTAL POINTS REQUIRED = 434 LF X 0.5 X = 217
 - 1.) TREE POINTS REQUIRED = 109
 - B.) TOTAL POINTS PROVIDED = 226
 - 1.) 2 TREES PRESERVED AT 28 POINTS = 56
 - 2.) 3 SHADE TREES AT 18 POINTS = 54
 - 3.) 40 DECIDUOUS SHRUBS AT 2 POINTS = 80
 - 4.) 12 EVERGREEN SHRUBS AT 3 POINTS = 36
 - PARKING LOT = 100 SPACES
 - A.) TOTAL POINTS REQUIRED = 100 SPACES X 1.5 X = 150
 - 1.) SHADE TREE POINTS REQUIRED = 75
 - B.) TOTAL POINTS PROVIDED = 188
 - 1.) 5 SHADE TREES AT 18 POINTS = 90
 - 2.) 49 DECIDUOUS SHRUBS AT 2 POINTS = 98
 - 3.) 0 EVERGREEN SHRUBS AT 3 POINTS = 0
 - BUFFER YARD NORTH LOT 1 = 261 LF
 - A.) TOTAL POINTS REQUIRED = 261 LF X 1.5 X = 392
 - 1.) SHADE TREE POINTS REQUIRED = 196
 - B.) TOTAL POINTS PROVIDED = 404
 - 1.) 1 TREE PRESERVED AT 28 POINTS = 28
 - 2.) 2 SHADE TREES AT 18 POINTS = 36
 - 3.) 6 EVERGREEN TREES AT 18 POINTS = 108
 - 4.) 3 INTERMEDIATE TREES AT 12 POINTS = 36
 - 5.) 56 DECIDUOUS SHRUBS AT 2 POINTS = 112
 - 6.) 28 EVERGREEN SHRUBS AT 3 POINTS = 84
 - BUFFER YARD NORTH LOT 2 = 173 LF
 - A.) TOTAL POINTS REQUIRED = 173 LF X 1.5 X = 260
 - 1.) SHADE TREE POINTS REQUIRED = 130
 - B.) TOTAL POINTS PROVIDED = 260
 - 1.) 1 TREE PRESERVED AT 28 POINTS = 28
 - 2.) 3 SHADE TREES AT 18 POINTS = 54
 - 3.) 2 EVERGREEN TREES AT 18 POINTS = 36
 - 4.) 1 INTERMEDIATE TREE AT 12 POINTS = 12
 - 5.) 26 DECIDUOUS SHRUBS AT 2 POINTS = 52
 - 6.) 26 EVERGREEN SHRUBS AT 3 POINTS = 78
 - BUFFER YARD WEST LOT 2 = 340 LF
 - A.) TOTAL POINTS REQUIRED = 340 LF X 1.5 X = 510
 - 1.) SHADE TREE POINTS REQUIRED = 255
 - B.) TOTAL POINTS PROVIDED = 523
 - 1.) 5 TREES PRESERVED AT 28 POINTS = 140
 - 2.) 3 SHADE TREES AT 18 POINTS = 54
 - 3.) 4 EVERGREEN TREES AT 18 POINTS = 72
 - 4.) 52 DECIDUOUS SHRUBS AT 2 POINTS = 104
 - 5.) 51 EVERGREEN SHRUBS AT 3 POINTS = 153

REVISION/ISSUED
JNO. 05/23/2018 TRC COMMENTS

DATE
JNO. 05/23/2018

PROJECT NO.
6861

FIELD BOOK NO.
515

START DATE
APRIL 26, 2018

DRAWN BY
CH/JNO

CHECKED BY
MFC

DATE
JUN 14, 2018

FILE LOCATION
N:\DEVELOPERS

DECATUR
SCHAUUMBURG
ROCKFORD

(217) 422-8544
(773) 714-0050
(815) 486-0050
184-001397

CHASTAIN
& ASSOCIATES LLC
CONSULTING ENGINEERS

STATE OF ILLINOIS
MAY E. CAVE
062-060331
PROFESSIONAL ENGINEER

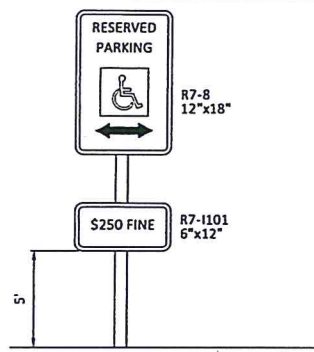
EXP. 11/30/19

LANDSCAPE PLAN

PLANNED DEVELOPMENT
ADDRESS
DECATUR, IL

sheet no.
PD-7

project no.
6861



ACCESSIBLE PARKING SIGNAGE

THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER SIGNAGE CONCURRENT WITH LOCAL MUNICIPALITY CODES
(NOT TO SCALE)

EFFECTIVE JANUARY 1, 1985, PUBLIC ACT 83-1316 AMENDED SEC. 11-301 OF "THE ILLINOIS VEHICLE CODE" TO REQUIRE PARKING SIGNS (FOR PARKING LOTS SUBJECT TO "THE ILLINOIS VEHICLE CODE") TO COMPLY WITH THE R7-8 SIGN SHOWN BELOW (U.S. DEPARTMENT OF TRANSPORTATION STANDARD). EXISTING SIGNS MAY REMAIN, BUT THEIR USEFUL LIVES SHALL NOT BE EXTENDED BY OTHER MEANS OTHER THAN NORMAL MAINTENANCE.



COLORS
LEGEND AND BORDER - GREEN
WHITE SYMBOL ON BLUE BACKGROUND
BACKGROUND - WHITE

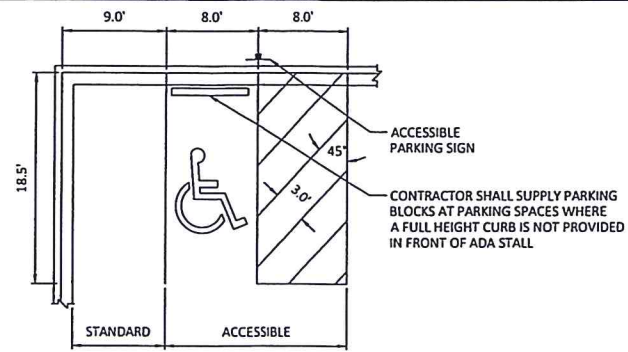


COLORS
LEGEND AND BORDER - GREEN NON REFLECTORIZED
BACKGROUND - WHITE REFLECTORIZED

NOTE: SIGNS SHALL BE MOUNTED 5 FEET ABOVE PAVING

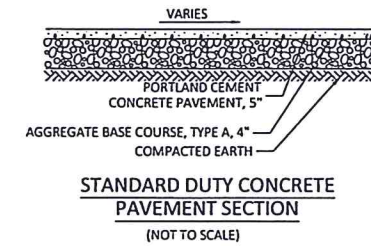
FINE AMOUNT AS PER CITY OF DECATUR ORDINANCE NO. 96-04
ADOPTED FEBRUARY 5, 1996

NOTE: ALL ACCESSIBLE RAMP SHALL BE CONSTRUCTED IN ACCORDANCE WITH IDOT STANDARD 2356

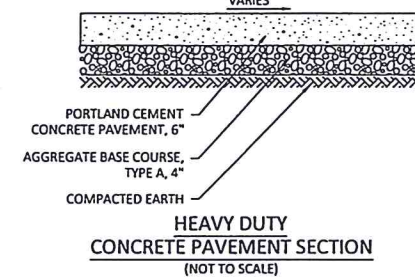


STRIPING DETAILS FOR STANDARD & ACCESSIBLE PARKING STALLS

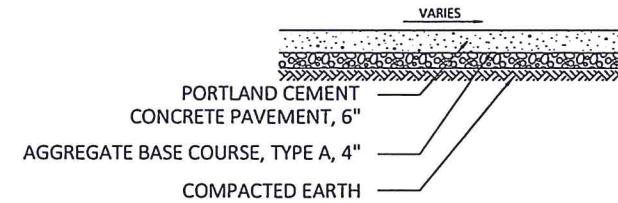
NOTE:
THE ADA PARKING AREA SHALL HAVE A MAX. SLOPE OF 2% IN ANY DIRECTION.
(NOT TO SCALE)



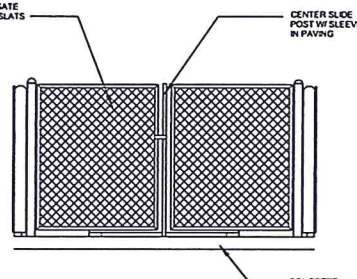
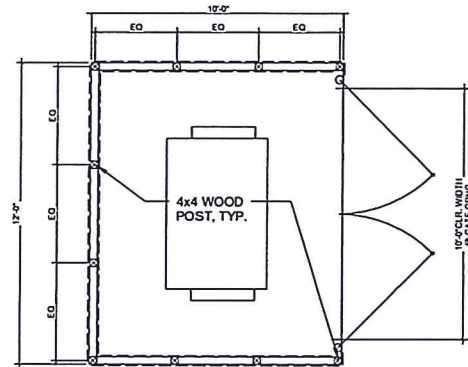
STANDARD DUTY CONCRETE PAVEMENT SECTION (NOT TO SCALE)



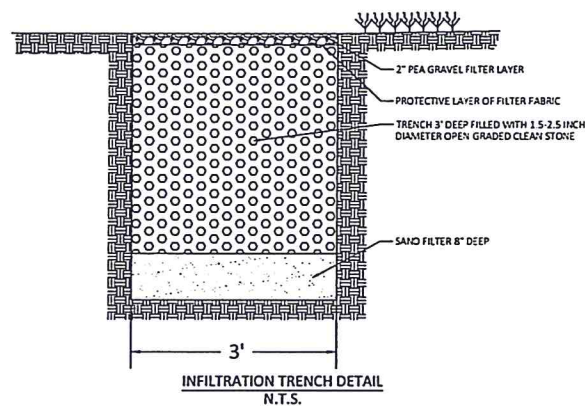
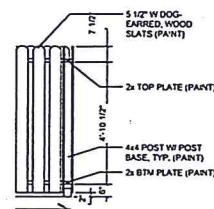
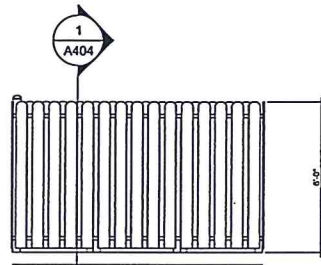
HEAVY DUTY CONCRETE PAVEMENT SECTION (NOT TO SCALE)



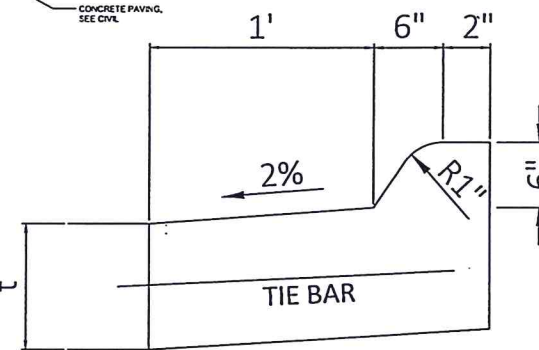
DRIVEWAY PAVEMENT SECTION (NOT TO SCALE)



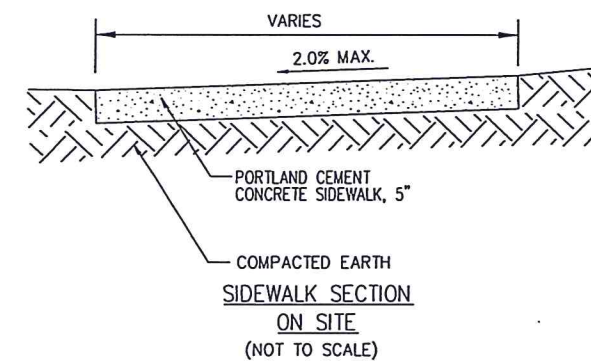
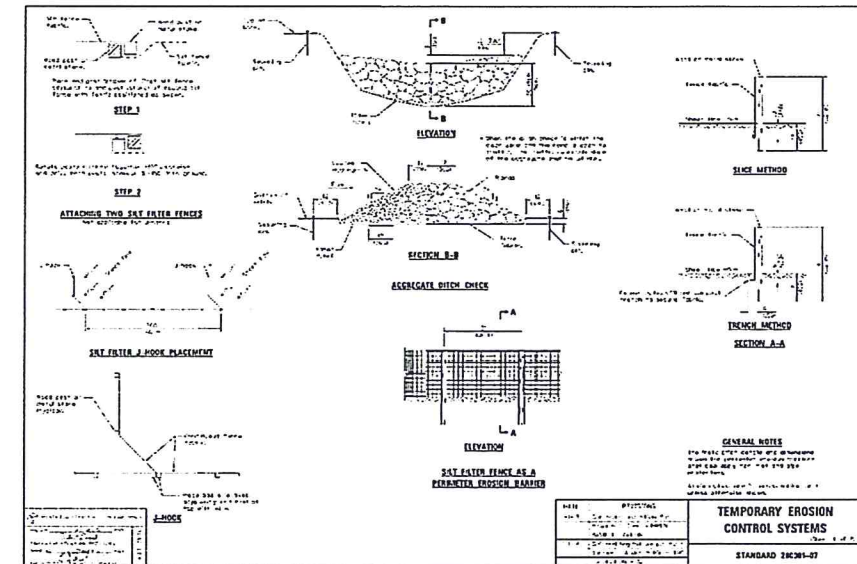
TRASH ENCLOSURE DETAIL



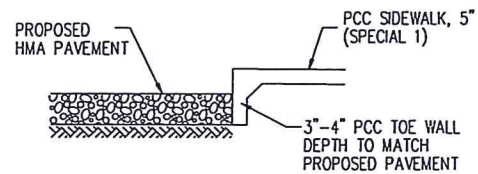
INFILTRATION TRENCH DETAIL N.T.S.



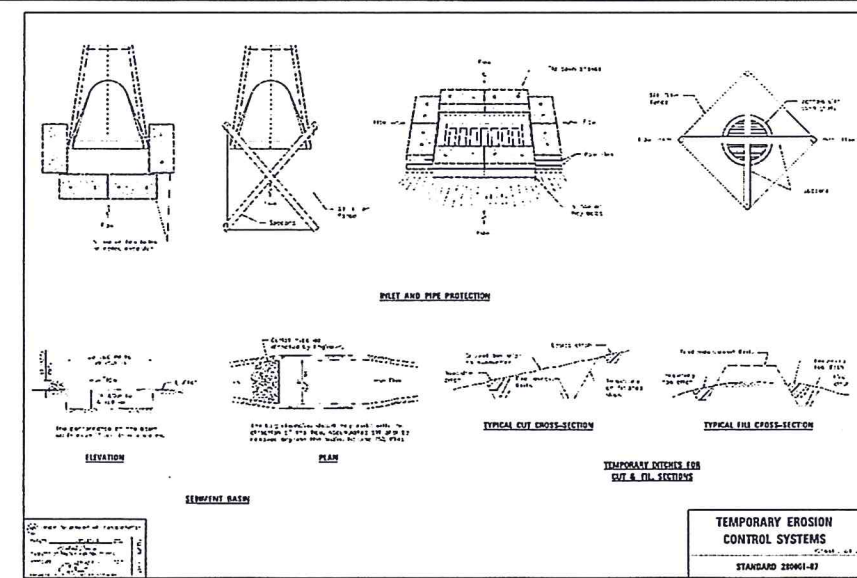
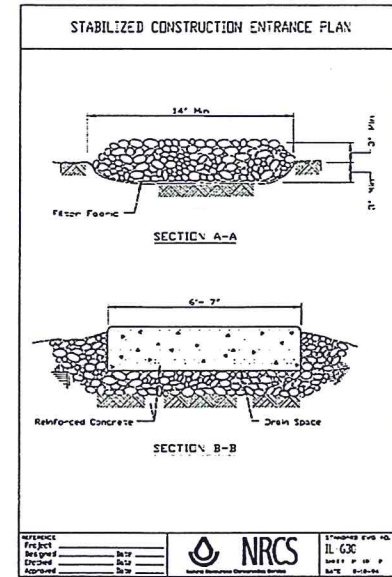
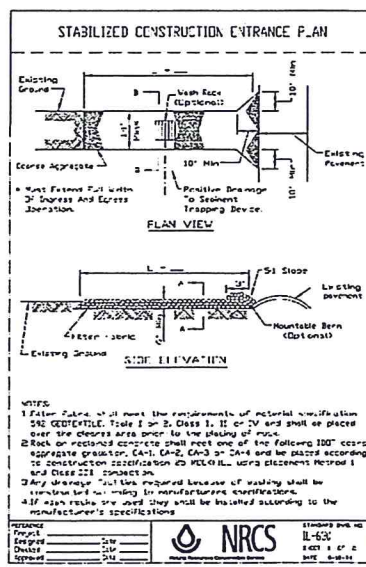
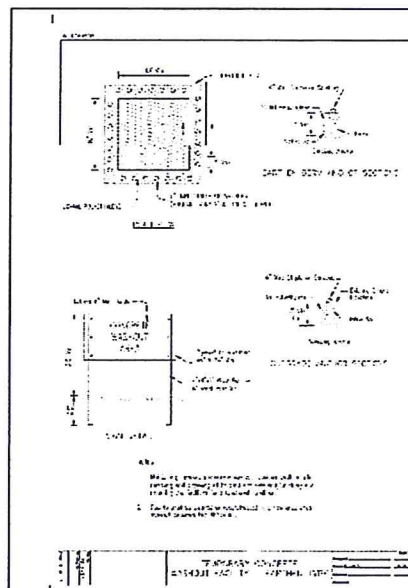
REVERSE FLAG GUTTER DETAIL



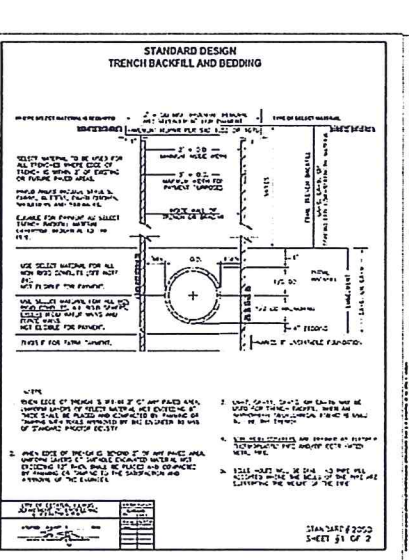
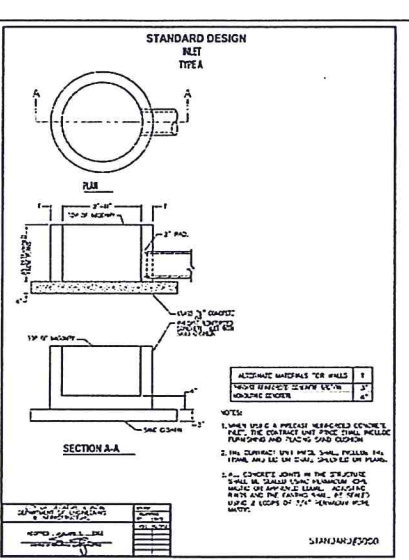
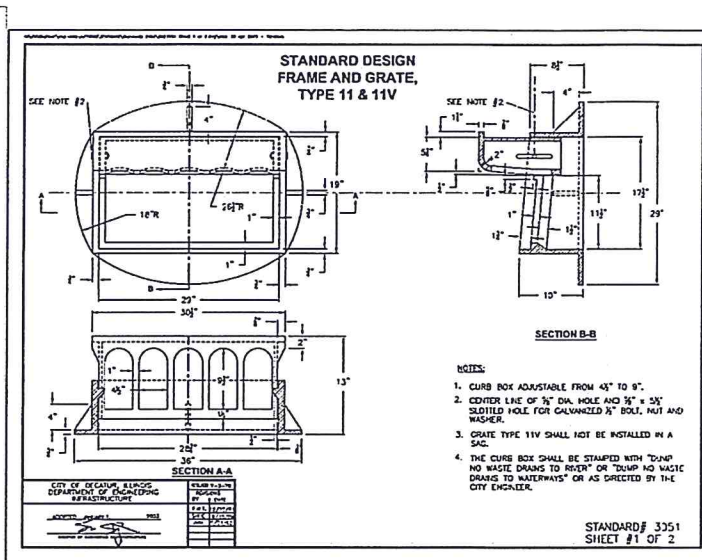
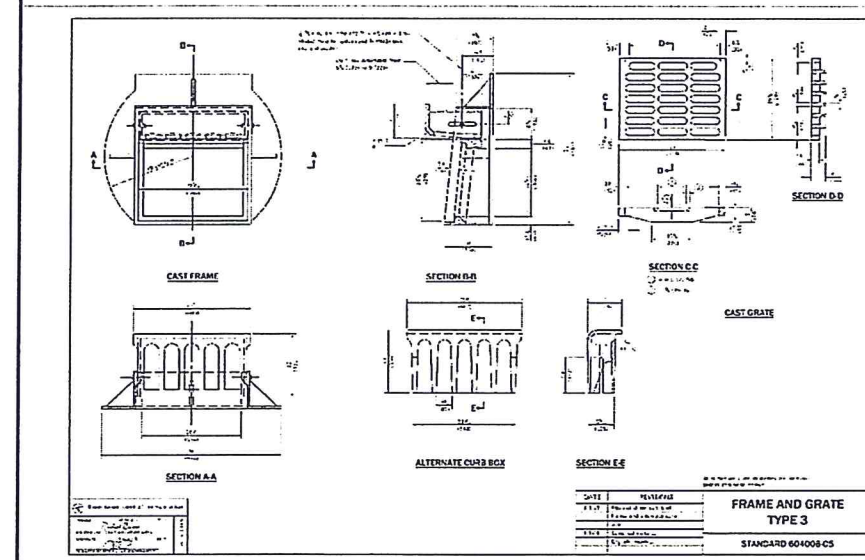
SIDWALK SECTION ON SITE (NOT TO SCALE)



SIDWALK WITH TOE WALL (NOT TO SCALE)



CHASTAIN & ASSOCIATES LLC CONSULTING ENGINEERS		PROJECT NO. 0881		FIELD BOOK NO. 315		DATE MAY 26, 2018		PROJECT NO. 0881		FIELD BOOK NO. 315		DATE MAY 26, 2018		PROJECT NO. 0881		FIELD BOOK NO. 315		DATE MAY 26, 2018		PROJECT NO. 0881		FIELD BOOK NO. 315		DATE MAY 26, 2018		PROJECT NO. 0881		FIELD BOOK NO. 315		DATE MAY 26, 2018		PROJECT NO. 0881		FIELD BOOK NO. 315		DATE MAY 26, 2018		PROJECT NO. 0881		FIELD BOOK NO. 315		DATE MAY 26, 2018		PROJECT NO. 0881		FIELD BOOK NO. 315		DATE MAY 26, 2018		PROJECT NO. 0881		FIELD BOOK NO. 315		DATE MAY 26, 2018		PROJECT NO. 0881		FIELD BOOK NO. 315		DATE MAY 26, 2018		PROJECT NO. 0881		FIELD BOOK NO. 315		DATE MAY 26, 2018		PROJECT NO. 0881		FIELD BOOK NO. 315		DATE MAY 26, 2018		PROJECT NO. 0881		FIELD BOOK NO. 315		DATE MAY 26, 2018		PROJECT NO. 0881		FIELD BOOK NO. 315		DATE MAY 26, 2018		PROJECT NO. 0881		FIELD BOOK NO. 315		DATE MAY 26, 2018		PROJECT NO. 0881		FIELD BOOK NO. 315		DATE MAY 26, 2018		PROJECT NO. 0881		FIELD BOOK NO. 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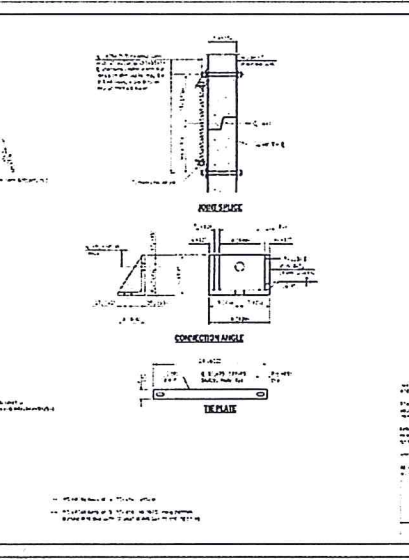
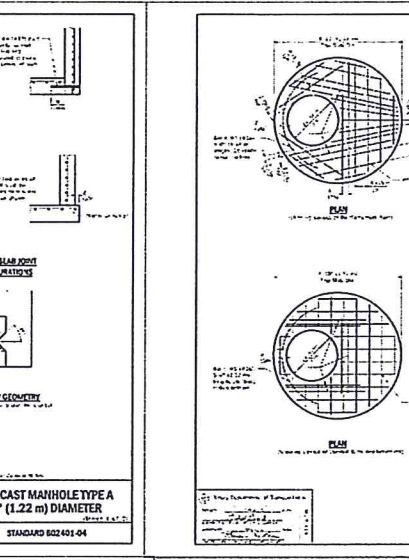
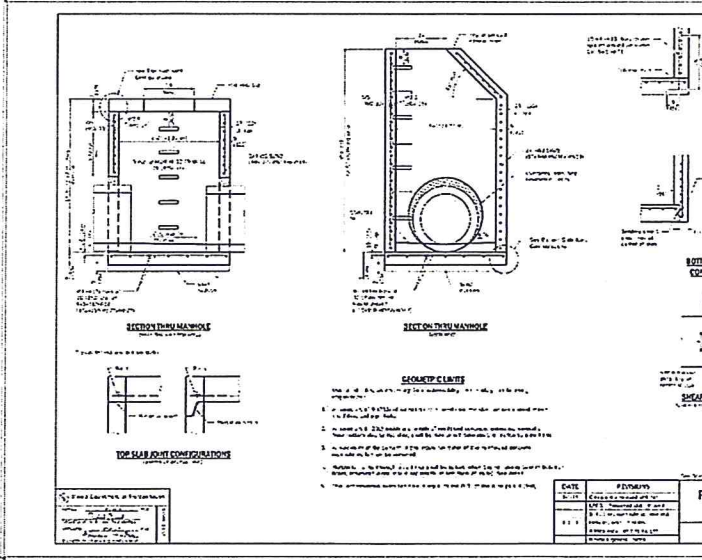
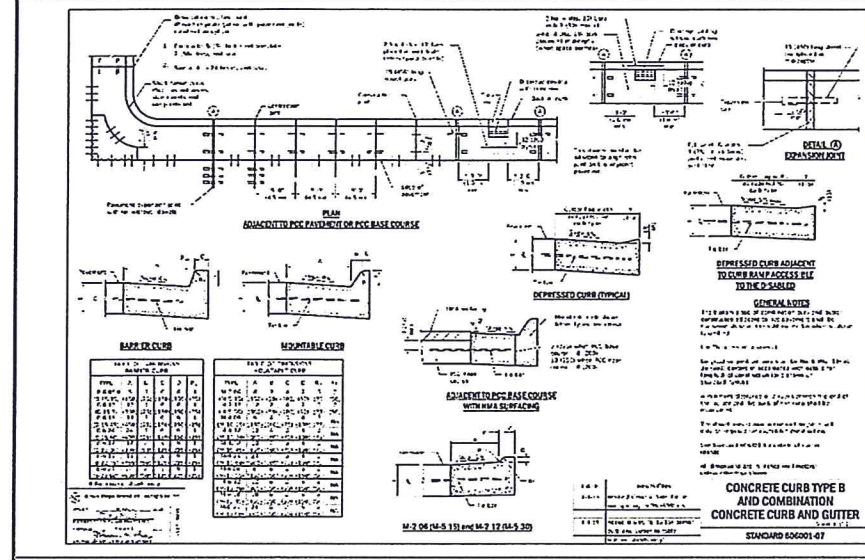
**STANDARD DESIGN
TRENCH BACKFILL AND BEDDING
SANITARY SEWERS, STORM SEWERS
& WATERMAINS**

TABLE 1

PIPE DIAMETER (INCHES)	MINIMUM TRENCH WIDTH (INCHES)	MINIMUM TRENCH DEPTH (INCHES)	MINIMUM TRENCH LENGTH (FEET)
8	12	12	12
10	14	14	14
12	16	16	16
14	18	18	18
16	20	20	20
18	22	22	22
20	24	24	24
22	26	26	26
24	28	28	28
26	30	30	30
28	32	32	32
30	34	34	34
32	36	36	36
34	38	38	38
36	40	40	40
38	42	42	42
40	44	44	44
42	46	46	46
44	48	48	48
46	50	50	50
48	52	52	52
50	54	54	54
52	56	56	56
54	58	58	58
56	60	60	60
58	62	62	62
60	64	64	64
62	66	66	66
64	68	68	68
66	70	70	70
68	72	72	72
70	74	74	74
72	76	76	76
74	78	78	78
76	80	80	80
78	82	82	82
80	84	84	84
82	86	86	86
84	88	88	88
86	90	90	90
88	92	92	92
90	94	94	94
92	96	96	96
94	98	98	98
96	100	100	100

DATE: 11/11/18
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]

TRENCH BACKFILL AND BEDDING
TYPE 1
STANDARD 604008-C5



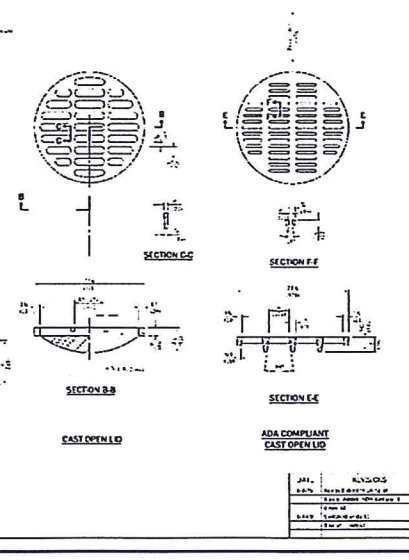
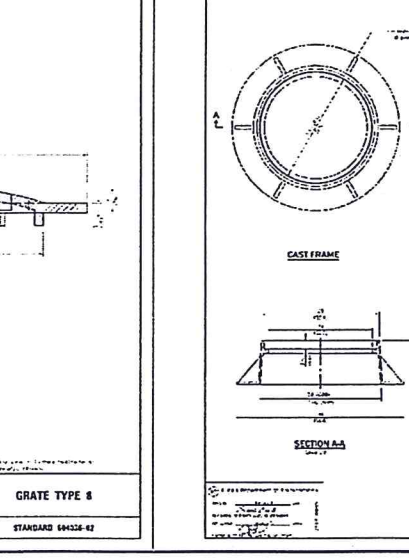
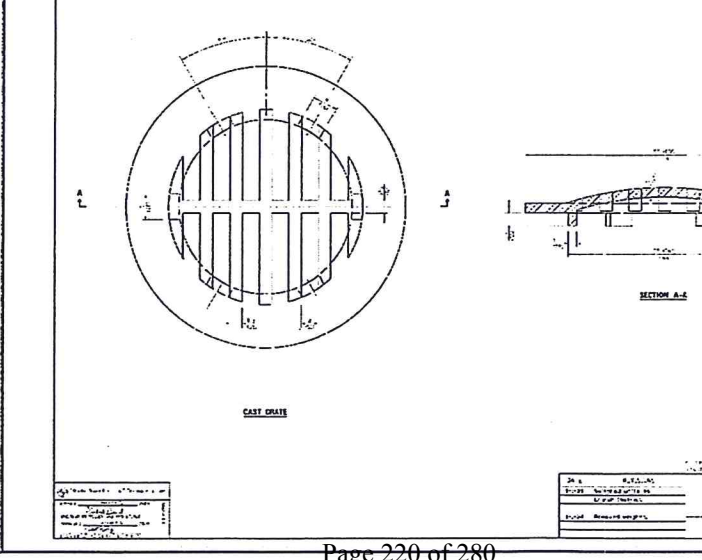
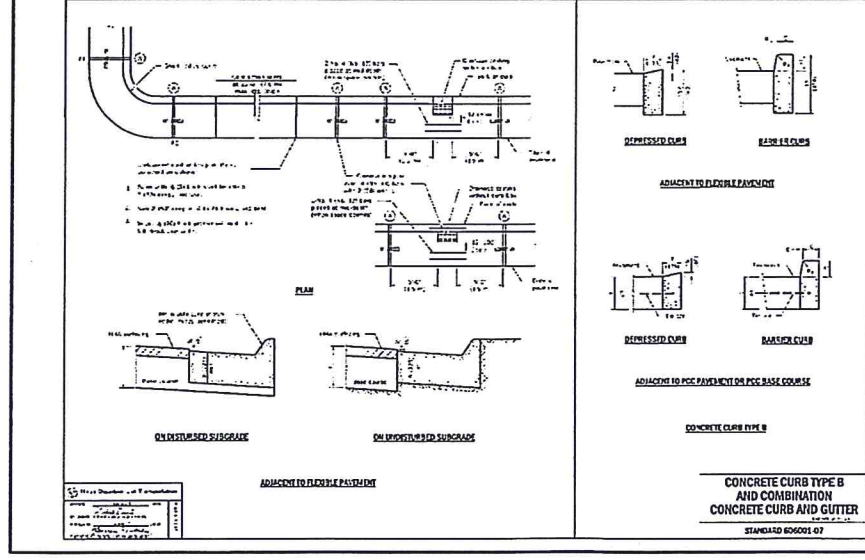
**STANDARD DESIGN
TRENCH BACKFILL AND BEDDING
SANITARY SEWERS, STORM SEWERS
& WATERMAINS**

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10	14	14	14
12	16	16	16
14	18	18	18
16	20	20	20
18	22	22	22
20	24	24	24
22	26	26	26
24	28	28	28
26	30	30	30
28	32	32	32
30	34	34	34
32	36	36	36
34	38	38	38
36	40	40	40
38	42	42	42
40	44	44	44
42	46	46	46
44	48	48	48
46	50	50	50
48	52	52	52
50	54	54	54
52	56	56	56
54	58	58	58
56	60	60	60
58	62	62	62
60	64	64	64
62	66	66	66
64	68	68	68
66	70	70	70
68	72	72	72
70	74	74	74
72	76	76	76
74	78	78	78
76	80	80	80
78	82	82	82
80	84	84	84
82	86	86	86
84	88	88	88
86	90	90	90
88	92	92	92
90	94	94	94
92	96	96	96
94	98	98	98
96	100	100	100

DATE: 11/11/18
BY: [Signature]
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APPROVED: [Signature]

TRENCH BACKFILL AND BEDDING
TYPE 1
STANDARD 604008-C5



**STANDARD DESIGN
TRENCH BACKFILL AND BEDDING
SANITARY SEWERS, STORM SEWERS
& WATERMAINS**

TABLE 1

PIPE DIAMETER (INCHES)	MINIMUM TRENCH WIDTH (INCHES)	MINIMUM TRENCH DEPTH (INCHES)	MINIMUM TRENCH LENGTH (FEET)
8	12	12	12
10	14	14	14
12	16	16	16
14	18	18	18
16	20	20	20
18	22	22	22
20	24	24	24
22	26	26	26
24	28	28	28
26	30	30	30
28	32	32	32
30	34	34	34
32	36	36	36
34	38	38	38
36	40	40	40
38	42	42	42
40	44	44	44
42	46	46	46
44	48	48	48
46	50	50	50
48	52	52	52
50	54	54	54
52	56	56	56
54	58	58	58
56	60	60	60
58	62	62	62
60	64	64	64
62	66	66	66
64	68	68	68
66	70	70	70
68	72	72	72
70	74	74	74
72	76	76	76
74	78	78	78
76	80	80	80
78	82	82	82
80	84	84	84
82	86	86	86
84	88	88	88
86	90	90	90
88	92	92	92
90	94	94	94
92	96	96	96
94	98	98	98
96	100	100	100

DATE: 11/11/18
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]

TRENCH BACKFILL AND BEDDING
TYPE 1
STANDARD 604008-C5

BY: [Signature] DATE: 05/23/2018 TRC COMMENTS:

PROJECT NO. 6861 FIELD BOOK NO. 215 START DATE: APRIL 26, 2018
DRAWN BY: CH/JNO CHECKED BY: MEC
CRA REF. NO. N/A PWC REF. NO. N/A FILE LOCATION: 184-001997

CHASTAIN & ASSOCIATES LLC
CONSULTING ENGINEERS
DECATUR, IL

STATE OF ILLINOIS
MARY E. CAVE
052-060331
PROFESSIONAL ENGINEER
EXP. 11/30/19

DETAILS
PLANNED DEVELOPMENT
ADDRESS
DECATUR, IL

SHEET NO.
PD-10
PROJECT NO.
6861



City of Decatur, Illinois

PETITION FOR REZONING

Petition before the Mayor, City Council and Members of the Plan Commission of Decatur, Illinois

Economic and Urban Development Department
One Gary K. Anderson Plaza
Decatur, Illinois 62523-1196

424-2793
FAX 424-2728

Please Type

SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION

Petitioner	Mound Road Properties, LLC				
Address	c/o Nancy Handegan, 100 S. Water Street, Suite 102				
City	Decatur	State	IL	Zip	62523
Telephone	217-422-2420	Fax		E-mail	
Property Owner	See Attachment A.				
Address					
City		State		Zip	
Telephone		Fax		E-mail	
Representative	Mary Cave, Chastain & Associates LLC				
Address	5 N. Country Club Road				
City	Decatur	State	IL	Zip	62521
Telephone	217-422-8544	Fax	217-422-0398	E-mail	mcave@chastainengineers.com

SECTION TWO: SITE INFORMATION

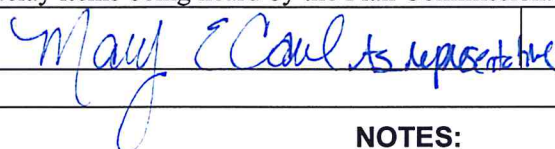
Street Address	See Attachment A.				
Legal Description	See Attachment A.				
Present Zoning	☐ R-1	☐ R-2	☒ R-3	☐ R-5	☐ R-6
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1	
Is this property a Planned Unit Development?					
☐ YES Approval Date: _____					
☒ NO					
Please list all improvements on the site:					
Size of Tract	3.30	☐ SF	☒ AC		

SECTION THREE: REQUESTED ACTION

Rezone Property To:	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Will this property be a Planned Unit Development? ☒ YES ☐ NO
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		
Other:						

Section Three Continued	
Purpose	Please state the purpose of the proposed rezoning.
Rezoning this property to a Planned Development to allow for a medical office and mixed retail/commercial uses.	

SECTION FOUR: JUSTIFICATION
The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached):
The petitioner is interested in developing a mixed use office/commercial area at the northwest corner of Mound Road and Rt 51. There is currently an existing AT&T facility next to the subject site that would not be removed. Commercial uses in this area would be a natural expansion of the current commercial uses at the southwest corner of the intersection, Mound Center. Planned Development zoning is requested in order to allow for multiple uses within the subject site, including a medical office and a mixed use building with an opportunity for a drive-thru facility.

SECTION FIVE: CERTIFICATION	
	To be placed on the agenda of the regular meeting on the first Thursday of the month at 3:00 PM in the City Council Chambers, petition must be received on the first Thursday of the preceding month. Failure of the petitioner or the petitioner's representative to attend the Plan Commission hearing may result in items being tabled. Incomplete or erroneous petitions may delay items being heard by the Plan Commission.
Petitioner's Signature	 Date 5/3/18

NOTES:	
1. Please forward this completed form and attachments to the Economic and Urban Development Department, Third Floor, Decatur Civic Center. Please make checks payable to the City of Decatur. See Schedule "A" for fees. 2. Signature of this petition grants permission to City staff to place a sign, indicating a request for zoning action, on the subject property at least 10 days prior to the Decatur City Plan Commission hearing. Said sign will be removed within 15 days of final action by City Council. 3. In the event a petition for rezoning is denied by the Council, another petition for a change to the same district shall not be filed within a period of one year from the date of denial, except upon the initiation of the City Council or the City Plan Commission after showing a change of circumstances which would warrant a renewal. 4. All petitions before the Decatur City Plan Commission are reviewed through the Development Technical Review (DTR) Process. Please consult the DTR Brochure for information related to this process.	

OFFICE USE ONLY	
Date Filed	
By	

Petition for Rezoning – Attachment A

Property # 1

PIN: 07-07-27-479-005
Address: 110 W. Mound Road, Decatur IL 62526
Owner(s): David S. Clope
5242 W. Ancient Oak Dr., Peoria IL 61615
Legal Description: Lot 6 Mound Place E100 W433.48 ~ L7 & 8 & S41.74 E100 W433.48
(Ex Hwy ROW) ~ 99BK 2897/101 IRREG
Size of Tract: .74 acres

Property # 2

PIN: 07-07-27-479-004
Address: (empty lot) Decatur IL 62526
Owner(s): David S. Clope
5242 W. Ancient Oak Dr., Peoria IL 61615
Legal Description: Mound Place E ~ E100 W333.48 ~ Lts 7 & 8 & S41.74 E100 W333.48 Lt 6/
~ 03BK 3344/732 IRREG (Ex Hwy ROW)
Size of Tract: .75 acres

Property # 3

PIN: 07-07-27-479-003
Address: 120 W. Mound Road, Decatur IL 62526
Owner(s): David S. Clope
5242 W. Ancient Oak Dr., Peoria IL 61615
Legal Description: Mound Place ~ E100 W233.48 Lts 7 & 8 & S41.74 E100 W233.48 Lt 6 ~
~ 03BK 3344/732 IRREG (Ex Hwy ROW)
Size of Tract: .76 acres

Property # 4

PIN: 07-07-27-479-002
Address: 140 W. Mound Road, Decatur IL 62526
Owner(s): Kennard N & Sharon
140 W. Mound Road, Decatur IL 62526
Legal Description: Mound Place ~ W133.58 of ~ Lts 7 & 8 & W133.58 of ~S50 Lot 6
(Ex Hwy ROW) ~ 97BK2710/495 IRREG ~93BK2486/251 ~
Size of Tract: 1.05 acres

STAFF REPORT
Decatur City Plan Commission

Hearing Date	June 7, 2018
Case No.	18-19
Property Location	110-140 West Mound Road
Requested Action	Rezone from R-3 Single Family Residence District to PD Planned Development District to allow for the uses of Office, Retail, Restaurant including a drive-thru facility and Medical Office.
Petitioner	Mound Road Properties, LLC
Representative	Mary Cave, Chastain & Associates LLC

BACKGROUND

The subject site has three (3) single family residential structures and one vacant lot on approximately 3.3 acres. The site is generally located at the northwest quadrant of West Mound Road and North Water Street (U.S. 51) with frontage on West Mound Road. The public utility building at the northwest corner of said roadways is not part of the petitioned area.

Surrounding Land Use and Zoning

<i>Direction</i>	<i>Existing Land Use</i>	<i>Zoning</i>	<i>Comprehensive Plan</i>
Subject Property	Single-Family Residences/Vacant Lot	R-3	Residential-Low Density
North	Church/Single-Family Residences	R-3	Institutional
South	Commercial Center– Mound Center	B-3	Retail
East	Public Utilities – AT&T exchange building	R-3	Residential-Low Density
West	Undeveloped/Multi-Family Residential	R-3	Residential-Low Density

PROJECT DESCRIPTION

The petitioner proposes to rezone the subject site from R-3 Single Family Residence District to PD Planned Development District in order to construct a commercial center for multiple uses including offices, retail, medical office, and a restaurant with drive-thru facility.

The petitioner proposes to construct two commercial buildings, 12,577 square feet (east building) and 4,800 square feet (west building with a drive-thru facility) respectively. The overall area is proposed to be subdivided into two (2) lots. The petitioner will be required to submit a subdivision plat to the City for review and approval and the final site plan will not be approved until the plat has been approved by the City and recorded with Macon County.

Access to the commercial center is proposed via two curb cuts along West Mound Road. Currently, there is a median in the middle of West Mound Road, south of the subject site.

Landscaping meeting the requirements of the PD District Ordinance will be required at the time of final site plan review with the building permit application. Landscaping is shown for the frontage and parking areas as well as the buffer yard along the west and north sides of the development. Along the east property line, minimal landscaping is shown at the far north corner only.

Two (2) freestanding monument-styled signs, one for each of the two (2) lots, are proposed for the development and will be located off of West Mound Road.

The façade for the proposed center will be a mix of brick and stone.

One hundred (100) parking spaces are proposed, in conjunction with 10 stacking spaces for the drive-thru facility. A storm water detention basis is proposed in the northern portion of the site.

STAFF ANALYSIS

The City of Decatur Zoning Ordinance provides standards for reviewing applications for Planned District developments. An analysis of the review standards are discussed herein:

1. *Compatibility with the character of the surrounding neighborhood and general area.* The proposed development is compatible with the character of the area to the south. The site is located on a major, heavily travelled corridor in the City and is across the street from a large commercial center development. To the immediate east is a longstanding public utility building as a conditional use in the R-3 Single-Family Residence District. To the north is a non-residential use, a church, in the R-3 District. With special development conditions that can be imposed via the PD Planned Development District zoning, compatibility with the nearby residential uses can be ensured. Hours of operation will be limited only to between the hours of 6:00 AM and 11:00 PM to allow for the restaurant, if proposed, to serve their customers as well as allowing the development be more compatible with the neighboring residentially-zoned properties.

In terms of the proposed uses, they would be compatible and consistent with existing uses in the commercial center development across West Mound Road from the site. However, considering the amount of residential uses and residentially-zoned properties surrounding the subject site and limited access with its mid-block non-signalized location, staff is of the opinion that certain uses may be deemed as less desirable and are recommended to be prohibited. They include: Consumer credit services; outdoor storage of merchandise, construction equipment and/or building materials; check cashing services; pawnbroker; tattoo or body piercing parlor; gas stations; and video-gaming parlor.

Regarding buffer yards, a substantial buffer yard to include a stormwater detention basis is shown in the northern portion of the site. A 16-foot buffer yard is indicated along the east property limits, abutting the public utility facility in the "R-3" Residence District. Given the steep slope down from the subject site towards this adjacent property, staff believes a buffer yard of no less than fifteen (15) feet with additional landscaping would be sufficient and

reasonable in this instance. Though in the R-3 District, the public-utility facility may continue legally at this location as a Conditional Use as it has been for many years. Likewise along the west property limits, abutting an undeveloped tract of land in the R-3 Residence District, a minimum buffer yard of 15 feet with dense landscaping would be reasonable, taking into account minimal impact the proposed drive aisle will bring.

2. *Effect on area.* The proposed development will increase traffic to the area when changing from a single family residential use to a commercial use, however, the amount of traffic impact that is expected to be generated is not expected to greatly impact the surrounding traffic. The presence of a median on Mound Road will prohibit left turns from and to the site. Some traffic may try to make U-turn's or cut through parking lots or residential areas to get to and from the site. The proposed development will be designed to provide adequate landscaping and screening along the buffer areas next to the residentially-zoned properties. The façade of the proposed development will consist of a mix of brick and stone.
3. *Consistency with comprehensive plan.* The proposed development is not consistent with the Comprehensive Plan as it currently calls for Residential Low-Density. However, the site is located on a major corridor directly across from a major commercial center development across West Mound Road, and abuts non-residential uses on the east and north sides.
4. *Traffic capacity.* The City received traffic generation numbers and the increase of traffic shown to the City will is not expected to exceed the capacity of Mound Road or the adjacent intersections.
5. *Adequacy of utilities.* Most of the storm water runoff currently drains to the north. The proposed plans show storm water draining to the south towards Mound Road. It is unknown if the storm sewer along Mound Road has the capacity to take in any additional storm water. More study will be needed to determine the best location to carry the storm water runoff. The public sanitary sewer will have to be relocated in a new permanent easement to allow for the buildings to be constructed at the proposed location.
6. *Integration.* The proposed individual developments will be developed in accordance with an overall design plan for the site.
7. *Adequacy of parking facilities.* The required number of parking spaces is 83; 100 spaces have been provided on site, so the minimum parking requirement has been exceeded.

The preliminary PD plan has been reviewed and approved by the City's Technical Review Committee, Planning, Engineering and Fire.

STAFF RECOMMENDATION

Based on the analysis, staff recommends approval of the proposed PD Planned Development District petition with the following conditions:

1. The permitted uses in this Planned Development District are retail, no more than one (1) freestanding restaurant with a drive-through facility; and medical and professional offices in no more than two (2) buildings. Consumer credit services; outdoor storage of merchandise, construction equipment and/or building materials; check cashing services; pawnbroker; tattoo or body piercing parlor; gas stations; and video-gaming parlor are prohibited.
2. The combined total square footage of both buildings shall not exceed 17,400 square feet.

3. Building elevations and construction materials primarily of masonry shall be as approved by the Economic and Community Development Department in conjunction with the final site plan review.
4. There is concern that the storm sewer system along Mound Road does not have the capacity to take any additional storm water. The drainage design must be studied further, and a report, sealed by a professional engineer, must be submitted. Storm water runoff must be managed according to City of Decatur Storm Water Policy and must consider the impact on downstream properties and infrastructure. The final design of the detention area and where it outlets must be reviewed and approved by the City prior to the approval of site plan.
5. A public sanitary sewer runs through the property where the buildings are proposed. The sewer will have to be relocated around the building with a new permanent easement surrounding the sewer.
6. Signs prohibiting left turns are required at the two exit points for the site.
7. The overall development will be permitted to have no more than two (2) freestanding monument style signs along the frontage of West Mound Road, one on each of the two (2) proposed lots. One of the permitted freestanding signs shall be a maximum of 160 square feet in area and not exceeding twenty (20) feet in height. The second permitted sign shall not exceed one hundred (100) square feet in area or ten (10) feet in height. Electronic Message Unit (EMU) signage, if proposed, on the freestanding monument style signage shall be permitted, subject to the requirements of the Zoning Ordinance for EMUs. An electronic message unit shall be permitted on the menu/order board for the drive-through facility. All other signage within the development will be prohibited from having EMUs.
8. Hours of operation for a restaurant, if proposed, shall be between the hours of 6:00 AM and 11:00 PM.
9. No outside speakers shall be permitted except for the drive-through facility with the restaurant.
10. All lights facing the west, north and east shall be shielded from the adjoining properties.
11. A two lot final subdivision plat will be required to be submitted, approved and recorded prior to a final site plan being approved.
12. Except as otherwise required by the Zoning Ordinance regarding buffer yards, a minimum of fifteen (15) foot wide landscaped buffer yard shall be provided along the respective east and west property limits of the overall development where they adjoin residentially-zoned properties. A mix of trees and shrubs, in sizes as prescribed by the Zoning Ordinance, shall be provided within the required buffer yards.
13. Cross-access and cross-parking easements, as well as trash enclosure easement, shall be established, approved, and recorded for the two (2) proposed lots as part of the final subdivision plat approval procedure.
14. The design and location of the proposed curb cut(s) on West Mound Road shall be as approved by the Department of Public Works on the final site plan.
15. Final site, landscaping and lighting plans shall be submitted to and approved by the Economic and Community Development Department, Public Works Department and the Fire Department prior to building permits being released.

PLAN COMMISSION ACTION

Section XIX.G.2. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing to review the Planned Development plan and report its findings concerning the effect on the comprehensive plan and compliance with the standards of review to the City Council. A motion to forward Calendar Number 18-19 to the City Council with a recommendation for approval is suggested.

The above report constitutes the testimony and recommendation of the Planning and Sustainability Division, Economic and Community Development Department, City of Decatur.

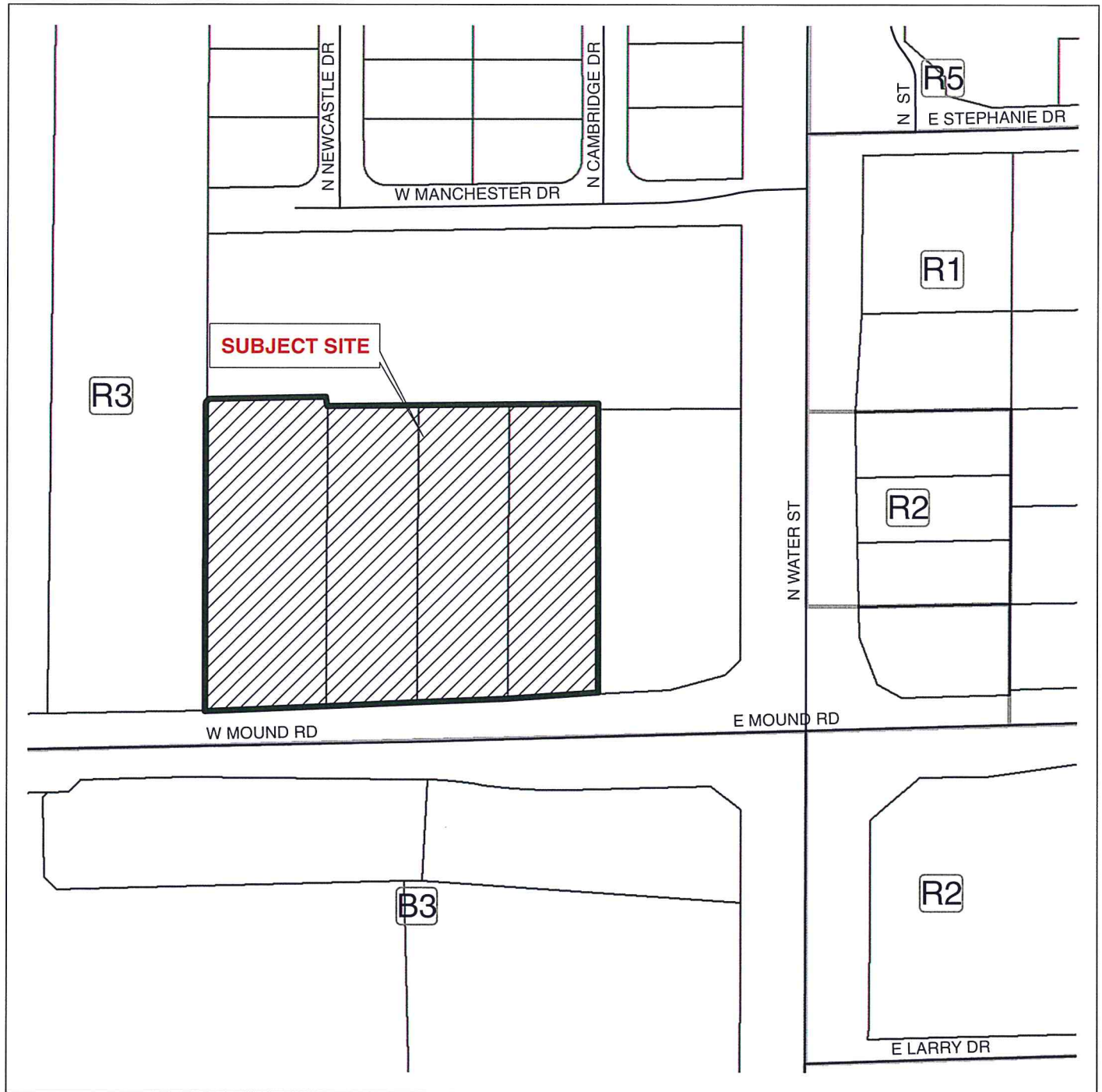
Joselyn Stewart
Transportation Planner

ATTACHMENTS

1. Petition
2. Site Plan
3. Location Map

Decatur City Plan Commission

110-140 West Mound Road



Case No.: 18-19
Date: June 7, 2018
Petition of: Mound Road Properties, LLC
Requested Action: Rezoning from R-3 to PD



0 120 240 480 Feet

Legend

- Decatur Roads
- Decatur Zoning
- ▨ Subject Site

Decatur City Plan Commission

110-140 West Mound Road



Case No.: 18-19
Date: June 7, 2018
Petition of: Mound Road Properties, LLC
Requested Action: Rezoning from R-3 to PD



0 120 240 480 Feet

Legend

- Decatur Roads
- Decatur Zoning
- ▨ Subject Site

Excerpts from Plan Commission Meeting of June 7, 2018:

Case No. 18-09 Petition of MOUND ROAD PROPERTIES, LLC, to rezone property located at 110-140 WEST MOUND ROAD from R-3 Single Family Residence District to PD Planned Development District to allow for the uses of Office, Retail, Restaurant including a Drive-Thru Facility, and Medical Office.

It was moved and seconded (Jeffery/Myatt) to forward Case No. 18-19 to the City Council with a recommendation for approval as set forth in the staff recommendation.

Mrs. Joselyn Stewart was sworn in by Mrs. Janet Poland.

Mrs. Stewart discussed and presented slides of the site and surrounding properties (available for viewing upon request) along with the recommendation of staff:

The subject site has three (3) single family residential structures and one vacant lot on approximately 3.3 acres. The site is generally located at the northwest quadrant of West Mound Road and North Water Street (U.S. 51) with frontage on West Mound Road. The public utility building at the northwest corner of said roadways is not part of the petitioned area.

The petitioner proposes to rezone the subject site from R-3 Single Family Residence District to PD Planned Development District in order to construct a commercial center for multiple uses including offices, retail, medical office, and a restaurant with drive-thru facility.

The petitioner proposes to construct two commercial buildings, 12,577 square feet (east building) and 4,800 square feet (west building with a drive-thru facility) respectively. The overall area is proposed to be subdivided into two (2) lots. The petitioner will be required to submit a subdivision plat to the City for review and approval and the final site plan will not be approved until the plat has been approved by the City and recorded with Macon County.

Staff recommends approval of the proposed PD Planned Development District petition with the following conditions:

1. The permitted uses in this Planned Development District are retail, no more than one (1) freestanding restaurant with a drive-through facility; and medical and professional offices in no more than two (2) buildings. Consumer credit services; outdoor storage of merchandise, construction equipment and/or building materials; check cashing services; pawnbroker; tattoo or body piercing parlor; gas stations; and video-gaming parlor are prohibited.
2. The combined total square footage of both buildings shall not exceed 17,400 square feet.
3. Building elevations and construction materials primarily of masonry shall be as approved by the Economic and Community Development Department in conjunction with the final site plan review.
4. There is concern that the storm sewer system along Mound Road does not have the capacity to take any additional storm water. The drainage design must be studied further, and a report, sealed by a professional engineer, must be submitted. Storm water runoff must be managed according to City of Decatur Storm Water Policy and must consider the impact on downstream properties and infrastructure. The final design of the detention area and where it outlets must be reviewed and approved by the City prior to the approval of site plan.
5. A public sanitary sewer runs through the property where the buildings are proposed. The sewer will have to be relocated around the building with a new permanent easement surrounding the sewer.
6. Signs prohibiting left turns are required at the two exit points for the site.

Excerpts from Plan Commission Meeting of June 7, 2018 continued:

7. The overall development will be permitted to have no more than two (2) freestanding monument style signs along the frontage of West Mound Road, one on each of the two (2) proposed lots. One of the permitted freestanding signs shall be a maximum of 160 square feet in area and not exceeding twenty (20) feet in height. The second permitted sign shall not exceed one hundred (100) square feet in area or ten (10) feet in height. Electronic Message Unit (EMU) signage, if proposed, on the freestanding monument style signage shall be permitted, subject to the requirements of the Zoning Ordinance for EMUs. An electronic message unit shall be permitted on the menu/order board for the drive-through facility. All other signage within the development will be prohibited from having EMUs.
8. Hours of operation for a restaurant, if proposed, shall be between the hours of 6:00 AM and 11:00 PM.
9. No outside speakers shall be permitted except for the drive-through facility with the restaurant.
10. All lights facing the west, north and east shall be shielded from the adjoining properties.
11. A two lot final subdivision plat will be required to be submitted, approved and recorded prior to a final site plan being approved.
12. Except as otherwise required by the Zoning Ordinance regarding buffer yards, a minimum of fifteen (15) foot wide landscaped buffer yard shall be provided along the respective east and west property limits of the overall development where they adjoin residentially-zoned properties. A mix of trees and shrubs, in sizes as prescribed by the Zoning Ordinance, shall be provided within the required buffer yards.
13. Cross-access and cross-parking easements, as well as trash enclosure easement, shall be established, approved, and recorded for the two (2) proposed lots as part of the final subdivision plat approval procedure.
14. The design and location of the proposed curb cut(s) on West Mound Road shall be as approved by the Department of Public Works on the final site plan.
15. Final site, landscaping and lighting plans shall be submitted to and approved by the Economic and Community Development Department, Public Works Department and the Fire Department prior to building permits being released.

Staff discussed the limitations of permitted uses with the Commission.

Mrs. Mary Cave, representative of the petitioner, was sworn in by Mrs. Poland.

Mrs. Cave stated the medical office building is phase one (1) for the proposed development. The uses for the other building are not known at the present. She said they are working with City staff concerning the storm sewer system.

Mrs. Cave stated they take exceptions to two (2) of the conditions. The first item is #8 "Hours of Operation". The condition states the hours of operation shall be between 6:00 AM and 11:00 PM. They are asking the Commission members to change the hours of operation to 5:00 AM and 11 PM since Starbucks opens at 5:00 AM across the street. The additional hour in the morning would give a potential restaurant equal treatment. The second item #7 concerns the requested sign for the area. (An image of the requested sign is attached). Mrs. Cave said the image is the type of sign the future tenant of the medical facility is currently using in other communities. It is a three (3) sided LED/LCD sign. Staff has informed the petitioner that the Zoning Ordinance only allows an electronic message unit to be 50 square feet and it cannot be varied. The sign they are requesting is 272 square feet. The petitioner would like the Plan Commission to look at the design and quality of the sign for possible reconsideration.

Excerpts from Plan Commission Meeting of June 7, 2018 continued:

Discussion was held on the entrances to the proposed development. The traffic flow will be right-in and right-out.

The Commission asked where the sign would be located on the property and how far off of Mound Road it would be. Mrs. Cave said the sign would most likely be placed between the two (2) entrances and would be approximately fifteen (15) feet from the City right-of-way.

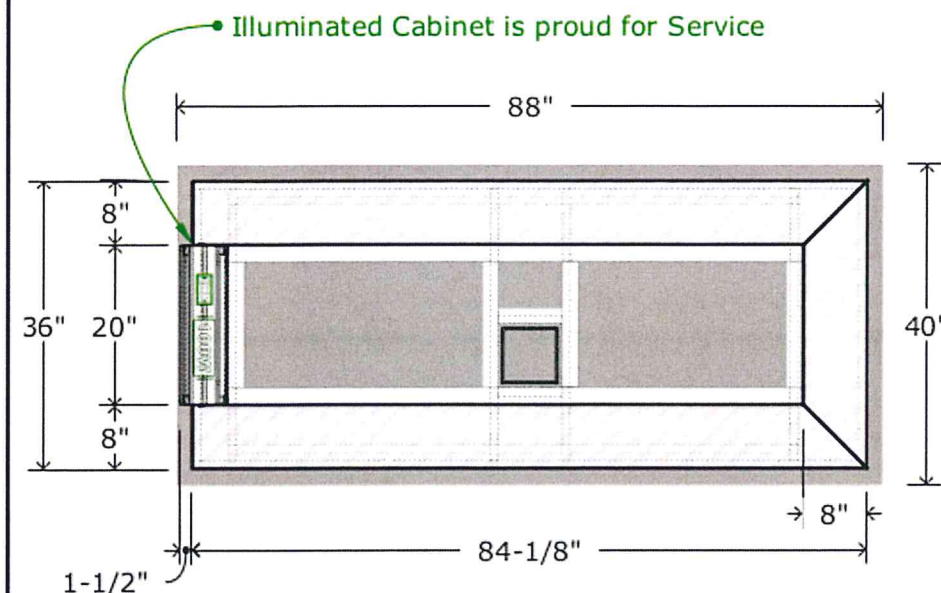
City staff said they have no objection to the change in the hours of operation. After reviewing the Zoning Ordinance and discussion with the Legal Department variances cannot be granted on the size of signs (Electronic Message Unit).

There were no objectors present.

It was moved and seconded (Jeffery/Myatt) to amend the motion and forward Case No. 18-19 to the City Council with a recommendation for approval with the following changed condition:

8. Hours of operation for a restaurant, if proposed, shall be between the hours of 5:00 AM and 11:00 PM

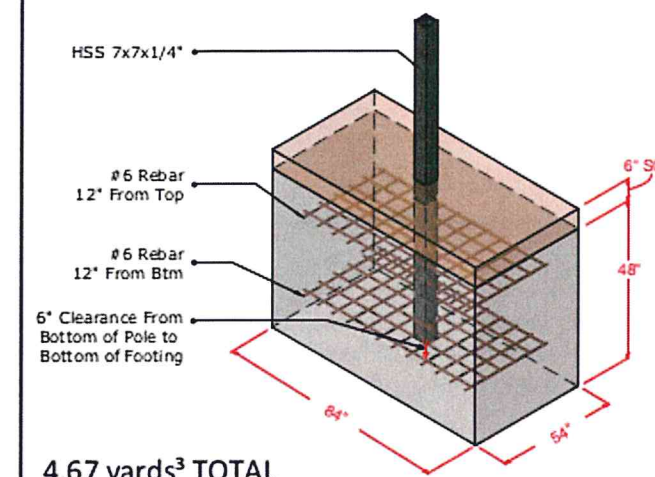
Upon call of the roll, Commission members Bill Clevenger, Bruce Frantz, Bruce Jeffery, Jack Myatt, Mike Peoples and Acting Chairman Susie Peck voted aye. Acting Chairman Peck declared the motion carried.



1 Plan Detail
AG1 Scale: 1/2" = 1'

ENGINEERING DETAILS

Not To Scale



Foundation Design Notes

1. Concrete shall have a minimum compressive strength of 3,000 psi.
2. Reinforcing steel shall be ASTM A-615, Gd. 60.
3. Footing designed using a lateral passive pressure of 150 psf/ft.

Steel Design Notes

1. Round and/or Square Structural Steel shall be ASTM A500, Gd. B.

Design Wind Load

1. Based on IBC 2012 using Exposure C and 115 mph. wind.

MONOLITH

Furnish and Install Custom Monolith with 3-Sided Continuous EMC

Wind Load	Signage
142 Sq. Ft.	272 Sq. Ft.

- 01 Steel Pole w/ Footing (See Engineering)
- 02 Steel Framed Base w/ Alum. Skin, Painted Faux Conc. - MP 517 + Suede Texture
- 03 Steel Framed Ventilation Reveal w/ Perforated Skin, Painted Black
- 04 Steel EMC Spreaders
- 05 3-Sided Continuous EMC

EMC SPECS

Color:	Full Color
Resolution:	16mm
Overall Size:	(2x) 16'-0" H x 7'-0" W (1x) 16'-0" H x 3'-0" W
Display Size:	16' H x 17' W
Communication:	Wireless
Pixel Matrix:	288 x 306

- 06 Perforated Metal Top, Painted Black
- 07 6" Ext. Alum. Cabinet, Painted Black
- 08 White Poly Face w/ Trans Vinyl Graphics
 - Proc. Blue
 - Apple Green
- 09 47" Typ. White LED
- 10 2x4 J-Box w/ Disc. Switch and Photocell
- 11 4x4 J-Box for Primary

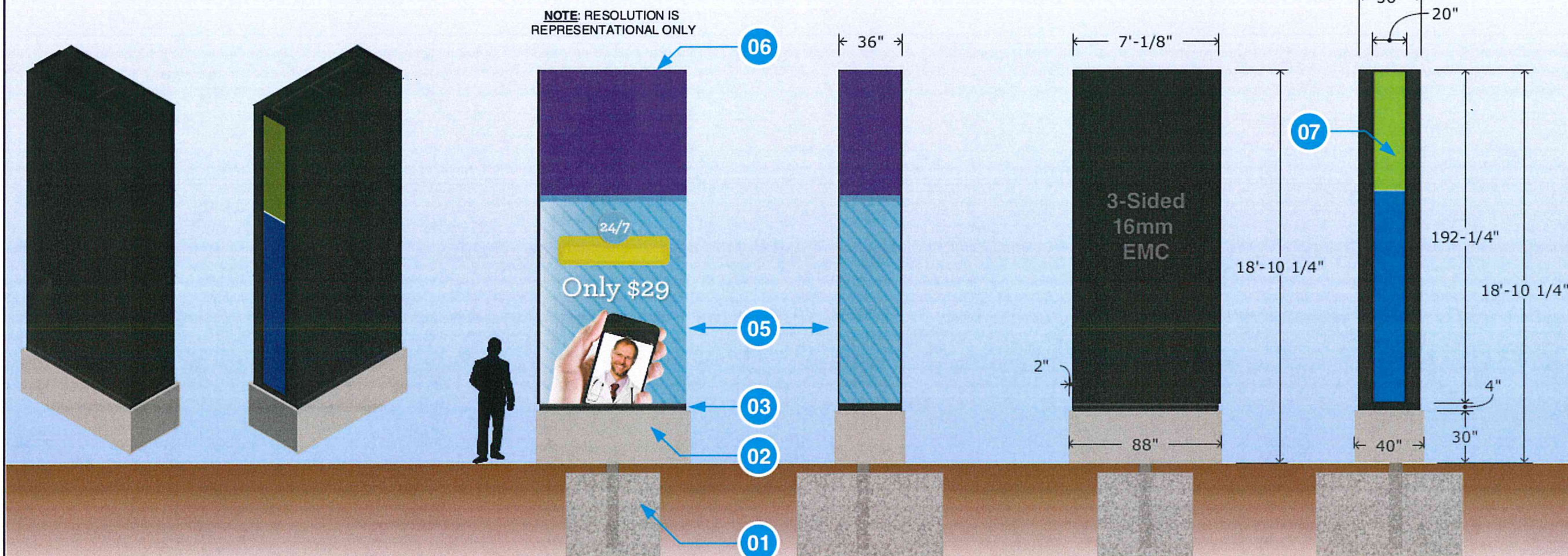
ELECTRICAL LOAD

AMPS @ 240V	54.10 Total MAX
Disc. Switch	Wired in Sign

Dedicated primary power for sign to be run by others, if existing (withing 6 ft. of sign) at time of install, final connection can be completed by Ace.

AG1

Cover Page



3 Isometric Views
AG1 Scale: 3/16" = 1'

4 West Elevation
AG1 Scale: 3/16" = 1'

5 South Elevation
AG1 Scale: 3/16" = 1'

6 East Elevation
AG1 Scale: 3/16" = 1'

7 North Elevation
AG1 Scale: 3/16" = 1'



ORDINANCE NO. _____

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

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

Section 1. That Chapter 56 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by adding language to Section 18. Said Section 18 as so modified, amended and added, shall provide as follows:

18. PAYMENT REQUIRED.

All owners of residential premises in the City shall subscribe to, and be a customer of, the licensee for refuse and recyclables removal for the residential area containing said premises, as described herein, and it shall be unlawful, and a violation of this section, for any such owner to fail at any time to be fully and lawfully entitled to receive refuse and recyclables removal service from such licensee. It shall be a defense to any prosecution for a violation hereof that the licensee from whom the property owner is required to receive service has failed to provide such service in material breach of the provisions of this Chapter or any other applicable law or ordinance, or in material breach of any lawful agreement between said owner and licensee.

The rates for refuse and recyclables removal for residential premises is as follows:

Type of Residence	2018 rate per month as of July 1, 2018	2019 rate per month as of July 1, 2019	2020 rate per month as of July 1, 2020	2021 rate per month as of July 1, 2021
Basic Residential Service - Single Family	\$17.50 per month	\$18.00 per month	\$18.50 per month	\$19.00 per month
Expanded Basic Residential Service - Single Family	\$20.50 per month	\$21.00 per month	\$21.50 per month	\$22.00 per month
Basic Residential Service - Duplex	\$25.25 per month	\$25.75 per month	\$26.25 per month	\$26.75 per month
Expanded Basic Residential Service – Duplex	\$29.85 per month	\$30.35 per month	\$30.85 per month	\$31.35 per month
Basic Residential	\$31.15 per month	\$31.65 per month	\$32.15 per month	\$32.65 per month

Service – Triplex				
Expanded Basic Residential Service – Triplex	\$36.95 per month	\$37.45 per month	\$38.95 per month	\$39.45 per month
Basic Residential Service – Fourplex	\$47.40 per month	\$47.90 per month	\$48.40 per month	\$48.90 per month
Basic Residential Service – Fiveplex	\$56.30 per month	\$56.80 per month	\$57.30 per month	\$57.80 per month
Basic Residential Service - Sixplex	\$65.30 per month	\$65.80 per month	\$66.30 per month	\$66.80 per month
Minimum Removal Residential Service	\$2.42 per bag with initial purchase of twelve (12) bags and a minimum of twelve (12) bags each calendar year. Does not include yard waste collection. Refuse bags must be placed in approved containers.	\$2.42 per bag with initial purchase of twelve (12) bags and a minimum of twelve (12) bags each calendar year. Does not include yard waste collection. Refuse bags must be placed in approved containers.	\$2.42 per bag with initial purchase of twelve (12) bags and a minimum of twelve (12) bags each calendar year. Does not include yard waste collection. Refuse bags must be placed in approved containers.	\$2.42 per bag with initial purchase of twelve (12) bags and a minimum of twelve (12) bags each calendar year. Does not include yard waste collection. Refuse bags must be placed in approved containers.
Premium Yard Waste Option	\$1.00 extra per month for year-round unlimited residential yard waste collection. If between January 1 – March 31, must request tard waste pickup 24 hours in advance.	\$1.00 extra per month for year-round unlimited residential yard waste collection. If between January 1 – March 31, must request tard waste pickup 24 hours in advance.	\$1.00 extra per month for year-round unlimited residential yard waste collection. If between January 1 – March 31, must request tard waste pickup 24 hours in advance.	\$1.00 extra per month for year-round unlimited residential yard waste collection. If between January 1 – March 31, must request tard waste pickup 24 hours in advance.
Single Stream Recycling	\$2.15 per unit (on City water bill)	\$2.15 per unit (on City water bill)	\$2.15 per unit (on City water bill)	\$2.15 per unit (on City water bill)

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

PRESENTED, PASSED, APPROVED AND RECORDED this 18TH day of June 2018.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2018.

CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 56

- REFUSE AND RECYCLABLES REMOVAL -

18. **PAYMENT REQUIRED.** All owners of residential premises in the City shall subscribe to, and be a customer of, the licensee for refuse and recyclables removal for the residential area containing said premises, as described herein, and it shall be unlawful, and a violation of this section, for any such owner to fail at any time to be fully and lawfully entitled to receive refuse and recyclables removal service from such licensee. It shall be a defense to any prosecution for a violation hereof that the licensee from whom the property owner is required to receive service has failed to provide such service in material breach of the provisions of this Chapter or any other applicable law or ordinance, or in material breach of any lawful agreement between said owner and licensee.

The rates for refuse and recyclables removal for residential premises is as follows:

<u>Type of Residence</u>	<u>2018 rate per month as of July 1, 2018</u>	<u>2019 rate per month as of July 1, 2019</u>	<u>2020 rate per month as of July 1, 2020</u>	<u>2021 rate per month as of July 1, 2021</u>
<u>Basic Residential Service - Single Family</u>	<u>\$17.50 per month</u>	<u>\$18.00 per month</u>	<u>\$18.50 per month</u>	<u>\$19.00 per month</u>
<u>Expanded Basic Residential Service - Single Family</u>	<u>\$20.50 per month</u>	<u>\$21.00 per month</u>	<u>\$21.50 per month</u>	<u>\$22.00 per month</u>
<u>Basic Residential Service - Duplex</u>	<u>\$25.25 per month</u>	<u>\$25.75 per month</u>	<u>\$26.25 per month</u>	<u>\$26.75 per month</u>
<u>Expanded Basic Residential Service – Duplex</u>	<u>\$29.85 per month</u>	<u>\$30.35 per month</u>	<u>\$30.85 per month</u>	<u>\$31.35 per month</u>
<u>Basic Residential Service – Triplex</u>	<u>\$31.15 per month</u>	<u>\$31.65 per month</u>	<u>\$32.15 per month</u>	<u>\$32.65 per month</u>
<u>Expanded Basic Residential Service – Triplex</u>	<u>\$36.95 per month</u>	<u>\$37.45 per month</u>	<u>\$38.95 per month</u>	<u>\$39.45 per month</u>
<u>Basic Residential Service – Fourplex</u>	<u>\$47.40 per month</u>	<u>\$47.90 per month</u>	<u>\$48.40 per month</u>	<u>\$48.90 per month</u>
<u>Basic Residential Service – Fiveplex</u>	<u>\$56.30 per month</u>	<u>\$56.80 per month</u>	<u>\$57.30 per month</u>	<u>\$57.80 per month</u>
<u>Basic Residential Service - Sixplex</u>	<u>\$65.30 per month</u>	<u>\$65.80 per month</u>	<u>\$66.30 per month</u>	<u>\$66.80 per month</u>
<u>Minimum</u>	<u>\$2.42 per bag with</u>	<u>\$2.42 per bag with</u>	<u>\$2.42 per bag with</u>	<u>\$2.42 per bag with</u>

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

RESOLUTION NO. R2018-_____

**RESOLUTION AUTHORIZING CITY MANAGER
TO NEGOTIATE FOR THE PURCHASE OF PROPERTIES
OWNED BY THE MACON COUNTY TRUSTEE**

WHEREAS, the City of Decatur is undertaking a Community Revitalization that includes redevelopment of properties located within the City of Decatur, and;

WHEREAS, like other communities of its size and age, the City of Decatur contains vacant lots and structures in need of repair, and;

WHEREAS, the Macon County Trustee is the owner of many vacant lots and other properties, and;

WHEREAS, the Macon County Trustee is willing to sell to the City of Decatur properties they own.

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

Section 1. That the City Manager is authorized to negotiate with the owner or representative of the properties owned by the Macon County Trustee for the purchase of those properties by the City of Decatur.

Section 2. That the City Manager shall pay no more than Seventy-Five Dollars (\$75) per lot for those lots owned by the Macon County Trustee.

PRESENTED and ADOPTED this 18th day of June, 2018.

JULIE MOORE WOLFE, MAYOR

Attest:

CITY CLERK

City Clerk

DATE: 6/5/2018

MEMO: 2018-24

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Debbie Bright, City Clerk

SUBJECT: Resolution Ascertaining Prevailing Rate of Wages for Construction of Public Works by Contract

SUMMARY RECOMMENDATION: Staff recommends approval of the Resolution Ascertaining Prevailing Rate of Wages for Construction of Public Works by Contract.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

RESOLUTION NO. 2018-_____

**RESOLUTION ASCERTAINING PREVAILING
RATE OF WAGES FOR CONSTRUCTION OF
PUBLIC WORKS BY CONTRACT**

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

Section 1. That the general prevailing rate of wages in this locality for work in the construction of public works by contract be, and the same is hereby, ascertained to be as set out in Exhibit A hereto attached and hereby made a part hereof.

Section 2. That the City Clerk be, and she is hereby, authorized and directed to cause this Resolution along with said Exhibit to be on file and available for public inspection at the office of said Clerk, and to cause a duly certified copy thereof to be filed in the office of the Secretary of State.

Section 3. That the notice, a copy of which is hereto attached, be, and the same is hereby, approved, and said Clerk be, and she is hereby, authorized and directed to cause the same to be published once in a newspaper of general circulation in the locality.

PRESENTED AND ADOPTED this 18th day of June, 2018.

Julie Moore Wolfe, Mayor

Attest:

City Clerk

**Prevailing Wage rates
for Macon County
effective Sept. 1, 2017**

Trade Title	Region	Type	Class	Base Wage	Fore- man Wage	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	ALL	BLD		30.89	32.14	1.5	1.5	2	6.30	15.58	0.00	0.90
ASBESTOS ABT-MEC	ALL	BLD		31.56	32.56	1.5	1.5	2	8.25	3.00	0.00	0.00
BOILERMAKER	ALL	BLD		36.50	39.00	1.5	1.5	2	7.07	22.82	1.50	0.65
BRICK MASON	ALL	BLD		31.00	32.55	1.5	1.5	2	8.75	13.83	0.00	0.85
CARPENTER	ALL	BLD		31.39	33.64	1.5	1.5	2	8.45	17.00	0.00	0.54
CARPENTER	ALL	HWY		32.15	33.90	1.5	1.5	2	8.45	17.00	0.00	0.52
CEMENT MASON	ALL	BLD		32.12	33.12	1.5	1.5	2	6.30	15.32	0.00	0.60
CEMENT MASON	ALL	HWY		29.40	30.90	1.5	1.5	2	8.20	14.52	0.00	0.50
CERAMIC TILE FNSHER	ALL	BLD		30.70	30.70	1.5	1.5	2	8.57	9.94	0.00	0.10
ELECTRIC PWR EQMT OP	ALL	ALL		43.76	54.80	1.5	1.5	2	6.81	12.25	0.00	0.44
ELECTRIC PWR GRNDMAN	ALL	ALL		29.96	54.80	1.5	1.5	2	6.40	8.39	0.00	0.30
ELECTRIC PWR LINEMAN	ALL	ALL		48.61	54.80	1.5	1.5	2	6.96	13.61	0.00	0.49
ELECTRIC PWR TRK DRV	ALL	ALL		31.42	54.80	1.5	1.5	2	6.44	8.80	0.00	0.31
ELECTRICIAN	ALL	BLD		36.87	40.56	1.5	1.5	2	7.20	9.34	0.00	0.55
ELECTRONIC SYS TECH	ALL	BLD		32.73	34.73	1.5	1.5	2	6.95	6.87	0.00	0.40
ELEVATOR CONSTRUCTOR	ALL	BLD		43.43	48.86	2	2	2	15.28	15.71	3.47	0.60
GLAZIER	ALL	BLD		35.91	37.91	1.5	1.5	2	6.25	9.16	0.00	0.68
HT/FROST INSULATOR	ALL	BLD		38.42	39.42	1.5	1.5	2	9.65	12.11	3.90	0.64
IRON WORKER	E	ALL		32.61	34.51	1.5	1.5	2	10.64	11.67	0.00	0.90
IRON WORKER	W	BLD		31.29	33.29	1.5	1.5	2	9.61	14.48	0.00	0.66
IRON WORKER	W	HWY		32.52	34.27	1.5	1.5	2	9.61	15.14	0.00	0.70
LABORER	ALL	BLD		28.39	29.64	1.5	1.5	2	6.30	15.58	0.00	0.80
LABORER	ALL	HWY		29.65	30.65	1.5	1.5	2	6.30	16.28	0.00	0.80
LATHER	ALL	BLD		31.39	33.64	1.5	1.5	2	8.45	17.00	0.00	0.54
MACHINIST	ALL	BLD		45.35	47.85	1.5	1.5	2	7.26	8.95	1.85	0.00

EXHIBIT A

MARBLE FINISHERS	ALL	BLD		30.70	30.70	1.5	1.5	2	8.57	9.94	0.00	0.10
MARBLE MASON	ALL	BLD		31.00	32.55	1.5	1.5	2	8.75	13.83	0.00	0.85
MILLWRIGHT	ALL	BLD		31.74	33.99	1.5	1.5	2	8.45	17.11	0.00	0.54
MILLWRIGHT	ALL	HWY		33.58	35.33	1.5	1.5	2	8.20	16.67	0.00	0.52
OPERATING ENGINEER	ALL	BLD	1	36.35	37.89	1.5	1.5	2	10.80	10.15	0.00	1.95
OPERATING ENGINEER	ALL	BLD	2	33.94	37.89	1.5	1.5	2	10.80	10.15	0.00	1.95
OPERATING ENGINEER	ALL	BLD	3	30.25	37.89	1.5	1.5	2	10.80	10.15	0.00	1.95
OPERATING ENGINEER	ALL	BLD	4	37.89	37.89	1.5	1.5	2	10.80	10.15	0.00	1.95
OPERATING ENGINEER	ALL	HWY	1	41.87	43.44	1.5	1.5	2	10.80	10.15	0.00	1.95
OPERATING ENGINEER	ALL	HWY	2	37.41	43.44	1.5	1.5	2	10.80	10.15	0.00	1.95
OPERATING ENGINEER	ALL	HWY	2	36.45	42.30	1.5	1.5	2	10.60	9.75	0.00	1.75
OPERATING ENGINEER	ALL	HWY	3	30.53	43.44	1.5	1.5	2	10.80	10.15	0.00	1.95
OPERATING ENGINEER	ALL	HWY	4	43.44	43.44	1.5	1.5	2	10.80	10.15	0.00	1.95
OPERATING ENGINEER	ALL	O&C		33.50	33.50	1.5	1.5	2	10.80	10.15	0.00	1.95
PAINTER	ALL	ALL		29.00	30.50	1.5	1.5	2	6.30	12.30	0.00	0.70
PAINTER OVER 30FT	ALL	ALL		30.00	31.50	1.5	1.5	2	6.30	12.30	0.00	0.70
PAINTER PWR EQMT	ALL	ALL		29.75	31.25	1.5	1.5	2	6.30	12.30	0.00	0.70
PILEDRIIVER	ALL	BLD		32.29	34.64	1.5	1.5	2	8.45	17.00	0.00	0.54
PILEDRIIVER	ALL	HWY		32.15	33.90	1.5	1.5	2	8.45	17.00	0.00	0.52
PIPEFITTER	ALL	BLD		37.46	41.46	1.5	1.5	2	7.10	10.16	0.00	1.01
PLASTERER	ALL	BLD		30.00	32.00	1.5	1.5	2	8.40	17.74	0.00	0.80
PLUMBER	ALL	BLD		37.46	41.46	1.5	1.5	2	7.10	10.16	0.00	1.01
ROOFER	ALL	BLD		28.37	31.39	1.5	1.5	2	10.80	7.86	0.00	0.85
SHEETMETAL WORKER	ALL	BLD		32.85	35.60	1.5	1.5	2	8.95	14.48	0.00	0.65
SPRINKLER FITTER	ALL	BLD		37.12	39.87	1.5	1.5	2	8.42	8.50	0.00	0.35
STONE MASON	ALL	BLD		31.00	32.55	1.5	1.5	2	8.75	13.83	0.00	0.85
TERRAZZO FINISHER	ALL	BLD		30.70	30.70	1.5	1.5	2	8.57	9.94	0.00	0.10
TERRAZZO MASON	ALL	BLD		32.20	32.20	1.5	1.5	2	8.57	9.94	0.00	0.10
TILE MASON	ALL	BLD		32.20	32.20	1.5	1.5	2	8.57	9.94	0.00	0.10
TRUCK DRIVER	ALL	ALL	1	36.26	40.15	1.5	1.5	2	12.16	6.10	0.00	0.25
TRUCK DRIVER	ALL	ALL	2	36.77	40.15	1.5	1.5	2	12.16	6.10	0.00	0.25

TRUCK DRIVER	ALL	ALL	3	37.05	40.15	1.5	1.5	2	12.16	6.10	0.00	0.25
TRUCK DRIVER	ALL	ALL	4	37.36	40.15	1.5	1.5	2	12.16	6.10	0.00	0.25
TRUCK DRIVER	ALL	ALL	5	38.35	40.15	1.5	1.5	2	12.16	6.10	0.00	0.25
TRUCK DRIVER	ALL	O&C	1	29.01	32.12	1.5	1.5	2	12.16	6.10	0.00	0.25
TRUCK DRIVER	ALL	O&C	2	29.42	32.12	1.5	1.5	2	12.16	6.10	0.00	0.25
TRUCK DRIVER	ALL	O&C	3	29.64	32.12	1.5	1.5	2	12.16	6.10	0.00	0.25
TRUCK DRIVER	ALL	O&C	4	29.89	32.12	1.5	1.5	2	12.16	6.10	0.00	0.25
TRUCK DRIVER	ALL	O&C	5	30.68	32.12	1.5	1.5	2	12.16	6.10	0.00	0.25
TUCKPOINTER	ALL	BLD		31.00	32.55	1.5	1.5	2	8.75	13.83	0.00	0.85

Legend

M-F OT Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OSA Overtime pay required for every hour worked on Saturdays

OSH Overtime pay required for every hour worked on Sundays and Holidays

H/W Health/Welfare benefit

Explanations MACON COUNTY

IRON WORKERS (WEST) - West of a straight line just east of Route 51 to the southeast corner where Shelby, Macon and Moultrie counties meet.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from

ductwork or pipes in a building when the building is to be demolished at the time or at some close future date. ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING

CLASS 1. Asphalt Screed Man; Aspc Concrete Spreaders; Asphalt Pavers; Asphalt Plant Engineer; Asphalt Rollers on Bituminous Concrete; Athey Loaders; Backfillers, Crane Type; Backhoes; Barber Green Loaders; Bulldozers; Cableways; Cherry Pickers; Clam Shells; C.M.I. & similar type autograde formless paver, autograde placer & finisher; Concrete Breakers; Concrete Pumps; Derricks; Derrick Boats; Draglines; Earth Auger or Boring Machines; Elevating Graders; Engineers on Dredges; Gravel Processing Machines; Head Equipment Greaser; High Lifts or Fork Lifts; Hoists with two or more drums or two or more load lines; Locomotives, All; Mechanics; Motor Graders or Auto Patrols; Operators or Leverman on Dredges; Operators, Power Boat; Operators, Pug Mill (Asphalt Plants); Orange Peels; Overhead Cranes; Paving Mixers; Piledrivers; Pipe Wrapping and Painting Machines; Pushdozers, or Push Cats; Robotic Controlled Equipment in this Classification; Rock Crushers; Ross Carrier or Similar Machines; Rotomill; Scoops, Skimmer, two cu. yd. capacity and under; Scoops, All or Tournapull; Sheep-Foot Roller (Self Propelled); Shovels; Skid Steer; Skimmer Scoops; Temporary Concrete Plant Operators; Test Hole Drilling Machines; Tower Machines; Tower Mixers; Track Type End Loaders; Track Type Fork Lifts or High Lifts; Track Jacks and Tampers; Tractors, Sideboom; Trenching or Ditching Machine; Tunnelluggers; Vermeer Type Saws; Water Blaster Cutting Head; Wheel Type End Loaders; Winch Cat.

CLASS 2. Air Compressors (six to eight)*; Asphalt Boosters and Heaters; Asphalt Distributors; Asphalt Plant Fireman; Oiler on Two Paving Mixers When Used in Tandem; Boom or Winch Trucks; Bull Floats or Flexplanes; Concrete Finishing Machine; Concrete Saws, Self-Propelled; Concrete Spreading Machines; Conveyors (six to eight)*; Generators (six to eight)*; Gravel or Stone Spreader, Power Operated; Hoist (with One Drum and One Load Line); Light Plants (six to eight)*; Mechanical Heaters (six to eight)*; Mud Jacks; Post Hole Digger, Mechanical; Pug Mills when used for other than Asphalt operation; Robotic Controlled Equipment in this Classification; Road or Street Sweeper, Self Propelled; Rollers (except bituminous concrete); Seaman Tiller; Straw Machine; Vibratory Compactor; Water Blaster, Power Unit; Welding Machines (six to eight)*; Well Drill Machines.

CLASS 3. Air Compressors(one to five)*; Air Compressors, Track or Self-Propelled; Automatic Hoist; Building Elevators; Bulk Cement Batching Plants; Conveyors (one to five)*; Concrete Mixers (Except Plant, Paver, or Tower); Firemen; Generators (one to five)*; Greasers; Helper on Single Paving Mixer; Hoist, Automatic; Light Plants (one to five)*; Mechanic Helpers; Mechanical Heaters (one to five)*; Oilers; Power Form Graders; Power Sub-Graders; Robotic Controlled Equipment in this Classification; Scissors Hoist; Tractors without power attachments regardless of size or type; Truck Crane Oiler and Driver (1 man); Vibratory Hammer (power source); Water Pumps (one to five)*; Welding Machines (1/300 Amp. or over)*; Welding machines (one to five)*

CLASS 4. Lattice Boom Crawler Cranes; Lattice Boom Truck Cranes; Telescopic Truck-Mounted Cranes; Tower Cranes.

* Combinations of one to eight of any Air Compressors, Conveyors, Welding Machines, Water Pumps, Light Plants, or Generators shall be in batteries or within 400 feet and shall be paid as per the Classification Schedule contained in this Article.

OPERATING ENGINEERS - HIGHWAY

CLASS 1. Asphalt Screed Man; Asphalt Concrete Spreaders; Asphalt Pavers; Asphalt Plant Engineer; Asphalt Rollers on Bituminous Concrete; Atthey Loaders; Backhoes; Barber Green Loaders; Bulldozers; Cableways; Carry Deck Pickers; Cherry Deck Pickers (Rough Terrain); C.M.I. & similar type-autograde formless paver, autograde placer & finisher; Concrete Breakers; Concrete Plant Operators; Concrete Pumps; Derricks; Derrick Boats; Dewatering Systems; Earth Auger or Boring Machines; Elevating Graders; Engineers on Dredges; Gravel Processing Machines; Grout Pump; Head Equipment Greaser; High Lifts or Fork Lifts; Hoists with two or more drums or two or more load lines; Hydro Jet or Hydro Laser; Locomotives, All; Mechanics; Motor Graders or Auto Patrols; Multi-Point Power Lifting Equipment; Operators or Leverman on Dredges; Operators, Power Boat; Operators, Pug Mill (Asphalt Plants); Overhead Cranes; Paving Mixers; Piledrivers; Pipe Wrapping and Painting Machines; Push-dozers, or Push Cats; Robotic Controlled Equipment in this Classification; Rock Crushers; Ross Carrier or Similar Machines; Roto-Mill; Scoops, Skimmer, two cu. yd. capacity and under; Sheep-Foot Roller (Self Pro-pelled); Shovels; Skid Steer; Skimmer Scoops; Test Hole Drilling Machines; Tower Machines; Tower Mixers; Track Type End Loaders; Track Type Fork Lifts or High Lifts; Track Jacks and Tampers; Tractors, Side-boom; Trenching or Ditching Machine; Tunnelluggers; Vermeer-Type Saws; Wheel Type End Loaders; Winch Cat; Scoops, All or Tournapull.

CLASS 2. Air Compressors (six to eight)*; Articulated Dumps; Asphalt Boosters and Heaters; Asphalt Distributors; Asphalt Plant Fireman; Boom or Winch Trucks; Building Elevators; Bull Floats or Flexplanes; Concrete Finishing Machine; Concrete Saws, Self-Propelled; Concrete Spreading Machines; Conveyors (six to eight)*; Generators (six to eight)*; Gravel or Stone Spreader, Power Operated; Hoist, Automatic; Hoist with One Drum and One Load Line; Light Plants (six to eight)*; Mechanical Heaters (six to eight)*; Mud Jacks; Off Road Water Wagons; Oiler on Two Paving Mixers When Used in Tandem; Post Hole Digger, Mechanical; Robotic Controlled Equipment in This Classification; Road or Street Sweeper, Self-Propelled; Rollers (except bituminous concrete); Scissor Hoist; Sea-man Tiller; Straw Machine; Vibratory Compactor; Water Pumps (six to eight)*; Well Drill Machines.

CLASS 3. Air Compressors (one to five)*; Air Compressors, Track or Self-Propelled; Bulk Cement Batching Plants; Conveyors (one to five)*; Concrete Mixers (Except Plant, Paver, or Tower); Firemen; Generators (one to five)*; Greasers; Helper on Single Paving Mixer; Light Plants (one to five)*; Mechanic Helpers; Mechanical Heaters (one to five)*; Oilers; Power Form Graders; Power Sub-Graders; Pug Mills when used for other than Asphalt operation; Robotic Controlled Equipment in This Classification; Tractors without power attachments, regardless of size or type; Truck Crane Oiler and Driver (1 man); Vibratory Hammer (power source); Water Pumps (one to five)*; Welding Machines (one 300 Amp. or over)*; Welding Machines (one to five)*.

CLASS 4. Lattice Boom Crawler Crane; Lattice Boom Truck Crane; Telescopic Truck-Mounted Crane; Tower Crane.

*Combinations of one to eight of any Air Compressors, Conveyors, Welding Machines, Water Pumps, Light Plants or Generators shall be in batteries or within 400 feet and shall be paid as per the Classification Schedule contained in this Article.

OPERATING ENGINEER - OIL AND CHIP RESEALING ONLY.

This shall encompass the operation of all motorized heavy equipment used in oil and chip resealing, including but not limited to operating self-propelled chip spreaders, and all types of rollers (both hard and rubber tired); and other duties pertaining to the operation or maintenance of heavy equipment related to oil & chip resealing.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

City Clerk

DATE: 6/6/2018

MEMO: 2018-25

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Debbie Bright, City Clerk

SUBJECT: Resolution Approving Appointment - Human Relations Commission

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the appointment of Richard Zaker to the Human Relations Commission.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the appointment by the Mayor of the following named as a member of the board or commission set opposite his respective name, to serve a term expiring upon the date set opposite his respective name or until his respective successor is appointed and qualified:

Richard Zaker

Human Relation Commission

8/1/2018

DATED this 18th day of June, 2018.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2018-
RESOLUTION APPROVING APPOINTMENT

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

Section 1. That consent of the Council be, and it is hereby, given to the appointment by the Mayor of the person aforesaid as by said Mayor requested, which said request be, and it is hereby, received, placed on file and approved.

PRESENTED AND ADOPTED this 18th day of June, 2018.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Having received your consent I hereby appoint the named in the foregoing request by you approved as therein requested.

DATED this 18th day of June, 2018.

Julie Moore Wolfe, Mayor

City Clerk

DATE: 6/11/2018

MEMO: 2018-26

TO: Honorable Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Debbie Bright, City Clerk

SUBJECT: Resolution Approving Appointment - Plan Commission

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the appointment of Tom Brinkoetter to the Plan Commission.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the appointment by the Mayor of the following named as a member of the board or commission set opposite his respective name, to serve a term expiring upon the date set opposite his respective name or until his respective successor is appointed and qualified:

Tom Brinkoetter

Plan Commission

4/30/2020

DATED this 18th day of June, 2018.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2018-_____
RESOLUTION APPROVING APPOINTMENT

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

Section 1. That consent of the Council be, and it is hereby, given to the appointment by the Mayor of the person aforesaid as by said Mayor requested, which said request be, and it is hereby, received, placed on file and approved.

PRESENTED AND ADOPTED this 18th day of June, 2018.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Having received your consent I hereby appoint the named in the foregoing request by you approved as therein requested.

DATED this 18th day of June, 2018.

Julie Moore Wolfe, Mayor

Public Works

DATE: 6/11/2018

MEMO: 2018-31

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Matthew C. Newell, P.E., Public Works Director

SUBJECT: Resolution Authorizing the execution of a Temporary Construction Easement Agreement between the City of Decatur and Jeffrey L. Shade, Thomas M. Shade, Sarah M. Peterson, as Trustee of the Sarah M. Peterson Trust, and William P. Shade III, as Trustee of the William P. Shade III Trust

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the resolution authorizing the execution of a temporary construction easement agreement between the City of Decatur and Jeffrey L. Shade, Thomas M. Shade, Sarah M. Peterson, as Trustee of the Sarah M. Peterson Trust, and William P. Shade III, as Trustee of the William P. Shade III Trust, and that the Mayor be authorized to execute the agreement and the City Clerk to attest.

BACKGROUND:

County Fair Drive is scheduled for reconstruction ahead of the opening of the Love's Travel Stop and Country Store. A temporary easement from the adjacent property owners is necessary for the road reconstruction. All costs associated with the preparation and execution of the temporary easement is provided by Loves. The temporary easement also provides a future 2-inch water tap for no cost to the property owner.

SCHEDULE: County Fair Dr. reconstruction is expected to start in September 2018.

LEGAL REVIEW: The easement was received and reviewed and approved by Legal Counsel.

PRIOR COUNCIL ACTION:

May 21, 2018 – Council approved Resolution R2018-51 authorizing a Redevelopment Agreement Love's Travel Stops and Country Stores, Inc.

May 21, 2018 – Council approved Resolution R2018-52 authorizing a City Rider to the

Highway Permit with Illinois Department of Transportation for Love’s Travel Center and Country Stores, Inc.

May 21, 2018 – Council approved Resolution R2018-53 authorizing a temporary construction easement between the City of Decatur and Clifford Mason.

May 21, 2018 – Council approved Resolution R2018-54 authorizing a temporary construction easement between the City of Decatur and Carol Klepzig.

May 21, 2018 – Council approved Ordinance 2018-22 authorizing a Lift Station Easement and Access Agreement between the City of Decatur and Clifford Mason.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES:
Love’s Travel Stop and Country Store, Inc.

STAFF REFERENCE: Matthew Newell, Public Works Director and Paul Caswell, City Engineer. Matthew Newell will attend the City Council meeting to answer any questions of the Council on this item. This memorandum was prepared by Paul Caswell, P.E., City Engineer.

BUDGET/TIME IMPLICATIONS:

Budget Impact: None, all cost associated with the easement was paid for by Love’s Travel Stop and Country Stores, Inc.

Staff Impact: None

ATTACHMENTS:

Description	Type
Resolution Temp Construction Easement	Resolution Letter
Temp Construction Easement Agreement	Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF A
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT BETWEEN
THE CITY OF DECATUR AND JEFFREY L. SHADE, THOMAS M. SHADE,
SARAH M. PETERSON, AS TRUSTEE OF THE SARAH M. PETERSON TRUST, AND
WILLIAM P. SHADE III, AS TRUSTEE OF THE WILLIAM P. SHADE III TRUST**

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

Section 1. That the Agreement presented to the Council herewith between the City of Decatur and Jeffrey L. Shade, Thomas M. Shade, Sarah M. Peterson, as Trustee of the Sarah M. Peterson Trust, and William P. Shade III, as Trustee of the William P. Shade III Trust, regarding temporary construction easement agreement be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois, and Jeffrey L. Shade, Thomas M. Shade, Sarah M. Peterson, as Trustee of the Sarah M. Peterson Trust and William P. Shade III as Trustee of the William P. Shade III Trust.

PRESENTED AND ADOPTED this 18th day of June, 2018.

JULIE MOORE WOLF, MAYOR

ATTEST:

DEBRA G. BRIGHT, CITY CLERK

AFTER RECORDING RETURN TO:

(This space reserved for recording information)

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this "Agreement") is entered into this 25th day of May, 2018 (the "Effective Date"), by and between JEFFREY L. SHADE, THOMAS M. SHADE, SARAH M. PETERSON, as Trustee of the Sarah M. Peterson Trust dated July 10, 2012, WILLIAM P. SHADE III as Trustee of the William P. Shade III Trust dated October 25, 2013 (the "Grantor"), whose address for notice is 132 S. WATER ST. Suite 638, Decatur, and THE CITY OF DECATUR, ILLINOIS, an Illinois municipal corporation ("Grantee"), whose address for notice is 1 Gary K. Anderson Plaza, Decatur, IL 62523. Grantee and Grantor may be jointly referred to herein as the "Parties" or individually as a "Party."

RECITALS

A. Grantor is the owner of certain real property located in Macon County, Illinois, which tract is generally adjacent to County Fair Drive, a publicly dedicated right-of-way operated and maintained by Grantee (the "Grantor Tract");

B. Grantee is in the process of constructing and installing an expansion of County Fair Drive and related appurtenances (the "Project"); and

C. In relation to the Project, Grantee desires to obtain a temporary construction and access easement over, upon, across, and through a certain portion of the Grantor Tract, as more particularly described on Exhibit A and generally depicted on Exhibit B, each attached hereto (the "Easement Area"), and Grantor desires to grant such easement rights to Grantee, all under the terms and conditions below.

NOW THEREFORE, in consideration of the terms and conditions hereof, including the foregoing recitals which are incorporated herein by reference, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **GRANT OF TEMPORARY EASEMENT; TERM.** Grantor hereby grants and conveys to Grantee and its employees, agents, contractors, invitees, and licensees, a temporary easement over, upon, across, and through the Easement Area (the "Temporary Easement") during the Term (as defined below) for purposes of (i) temporarily placing and storing construction machinery, equipment, supplies, materials, dirt and other items necessary for the completion of the Project, (ii) ingress and egress to and from the Easement Area, and (iii) construction and installation of an expansion of County Fair Drive and related appurtenances, all in relation to the Project. Grantor shall not block, close, or impede the free flow of access to, from or across the Easement Area or erect or permit the erection of any barriers, obstructions or other improvements on or within the Easement Area that unreasonably interfere with the use thereof by Grantee for the purposes contemplated in this Agreement. The term of the Temporary Easement shall commence on the Effective Date and shall automatically terminate on the earliest to occur of (a) one (1) year following the Effective Date or (b) date the

Project is complete (the "Term"). Notwithstanding the foregoing, Grantee shall have a reasonable amount of time, not to exceed ten (10) days, after the expiration of the Term to remove any of Grantee's equipment, materials, or other items of personal property from the Easement Area and to restore the Easement Area as required by Section 3 below.

2. REPRESENTATIONS AND WARRANTIES.

2.1 By Grantee. Grantee represents and warrants that (i) the person executing this Agreement on behalf of Grantee is duly authorized to do so, Grantee has full right and authority to enter into and perform under this Agreement; (ii) upon full execution, this Agreement will constitute the valid and legally binding obligation of Grantee and be enforceable against Grantee in accordance with its terms; (iii) upon execution of this Easement by Grantor, Grantor shall be paid One Thousand Five Hundred Dollars (\$1,500.00) as consideration for this Easement; and (iv) that Grantee shall install a two-inch service line to Grantor's property and shall grant to Grantor one time waiver of the water tap fee.

2.2 By Grantor. Grantor represents and warrants that (i) Grantor is the owner in fee simple of the Easement Area; (ii) Grantor has full right and authority to enter into this Agreement and to grant the Temporary Easement; (iii) neither the execution of this Agreement by Grantor nor the grant of the Temporary Easement will conflict with or result in a breach of any note or other evidence of indebtedness, any contract, mortgage, lease or other agreement or instrument by which either Grantor or the Easement Area is bound; and (iv) upon full execution, this Agreement will constitute the valid and legally binding obligation of Grantor and be enforceable against Grantor in accordance with its terms.

3. **MANNER OF PERFORMANCE; RESTORATION OF EASEMENT AREA.** Grantee's rights hereunder shall be exercised (i) in a good and workmanlike manner; and (ii) in compliance with all applicable laws, regulations and codes. Upon expiration of the Term, Grantee shall repair any damage to the Easement Area or Grantor Property caused by Grantee or its employees, agents, contractors, invitees, or licensees, and shall otherwise restore the Easement Area to the condition in which it existed on the Effective Date. Further, Grantee shall install a two-inch service line to Grantor's property line and shall receive a one-time water tap fee waiver.

4. **MISCELLANEOUS.** This Agreement embodies the entire understanding of the Parties with respect to the Temporary Easement and may be modified only by an instrument in recordable form, executed by the parties hereto. If either Party commences any legal action against the other Party in relation to this Agreement, the prevailing Party therein shall be entitled to recover from the other, in addition to any other relief granted, its reasonable attorney's fees, costs and expenses incidental thereto. This Agreement may be executed in counterparts which, when taken together, shall constitute one and the same instrument. The provisions of this Agreement will be binding on the Parties and their respective successors, assigns and mortgagees to the extent herein provided.

List of Exhibits:

Exhibit A: General Depiction of Easement Area
Exhibit B: Legal Description of Easement Area

[EXECUTION PAGE(S) AND EXHIBITS TO FOLLOW]

EXECUTED to be effective as of the Effective Date.

GRANTORS:

Jeff L Shade
Jeffrey L. Shade

Thomas M Shade
Thomas M. Shade

SARAH M. PETERSON as Trustee of the
Sarah M. Peterson Trust dated July 10, 2012

WILLIAM P. SHADE III as Trustee of the
William P. Shade III Trust dated October 25, 2013

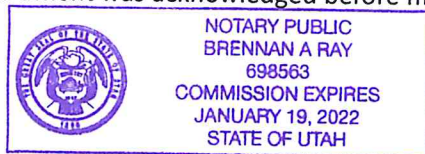
Sarah M Peterson
Sarah M. Peterson

William P Shade III Trustee
William P. Shade III

ACKNOWLEDGMENTS

STATE OF UTAH)
) SS
COUNTY OF WASHINGTON)

This instrument was acknowledged before me on this 17 day of MAY, 2018, by Jeffrey L. Shade.

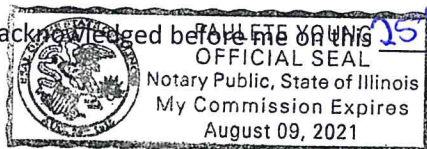


Brennan A Ray
Notary Public

My Commission Expires: 01/19/2022

STATE OF Illinois)
) SS
COUNTY OF Macon)

This instrument was acknowledged before me on this 15th day of May, 2018, by Thomas M. Shade.

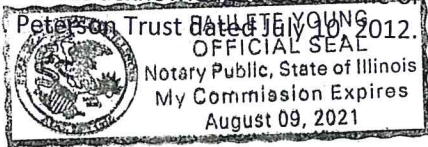


Paulette Young
Notary Public

My Commission Expires: 08-09-2021

STATE OF Illinois)
) SS
COUNTY OF Macon)

This instrument was acknowledged before me on this 15th day of May, 2018, by Sarah M. Peterson as Trustee of the Sarah M. Peterson Trust dated July 10, 2012.

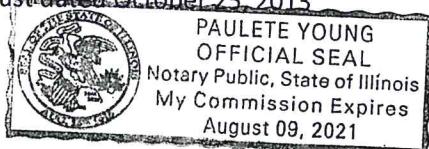


Paulette Young
Notary Public

My Commission Expires: 08-09-2021

STATE OF Illinois)
) SS
COUNTY OF Macon)

This instrument was acknowledged before me on this 15th day of May, 2018, by William P. Shade III as Trustee of the William P. Shade III Trust dated October 25, 2013.



Paulette Young
Notary Public

My Commission Expires: 08-09-2021

EXHIBIT A

Description of Easement Tract

A part of Lot 15 of County Fair Commercial/Industrial Park II as per plat recorded in Book 1832 on page 148 of the records in the Recorder's Office of Macon County, Illinois.

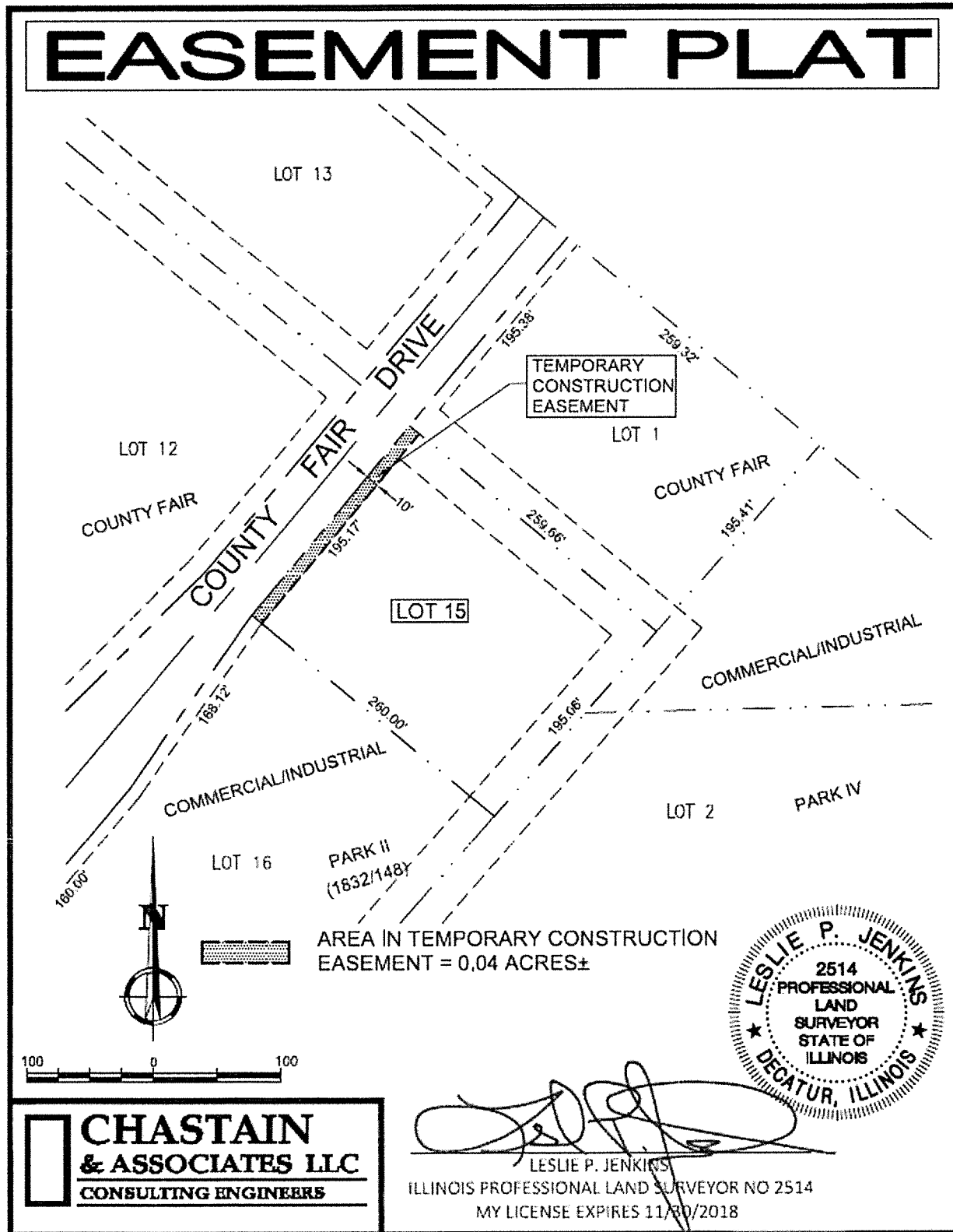
Said **TEMPORARY CONSTRUCTION EASEMENT** being described as follows: The Northwesterly 10 feet of said Lot 15 lying immediately adjacent and Southeasterly of the Northwesterly line of said Lot 15 and containing in all 0.04 acres more or less.

PERMANENT ID NO. 07-07-29-453-002

Owner of Record: WILLIAM P. SHADE III TRUST, JEFFREY L. SHADE, SARAH PETERSON TRUST, and THOMAS M. SHADE.

EXHIBIT B

Depiction of Easement Area



City Clerk

DATE: 6/11/2018

MEMO: 2018-07

TO: Mayor Moore Wolfe
City Council Members

FROM: Tim Gleason, City Manager

SUBJECT: May 2018 Monthly Reports

ATTACHMENTS:

Description	Type
City Clerk	Cover Memo
Economic & Community Development	Cover Memo
Fire	Cover Memo
HR	Cover Memo
IT	Cover Memo
Police	Cover Memo
Public Works	Cover Memo

City Clerk's Office

May 2018 Month End Report

- Attended and prepared minutes for two City Council meetings.
- Received and processed 22 Freedom of Information requests.
- Renewed 32 liquor licenses.

**DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT
MONTHLY REPORT
(MAY, 2018)**

ECONOMIC DEVELOPMENT DIVISION

The division had 8 new and separate inquiries in May for possible projects with 4 meetings related specifically to ongoing initiatives. We have ongoing Economic Development projects both in the planning stage and under way. There were 4 ribbon cuttings in May and several more are scheduled for June including the connector road for the east beltway bypass and Cape Air's new downtown ticketing location. As of last week, there were 1259 job listings in the Decatur, Illinois area on indeed.com, one of the leading national job search sites. Casey's General Store led the way with 83 jobs, DPS 61 with 69 jobs, and DMH at 36 jobs. There are 7332 jobs listed on the Illinois Department of Employment Services website in the Central Illinois Region with the top three being General Electric with 407 jobs, Hospital Sisters Health System with 343 jobs, and Abraham Lincoln Memorial Hospital with 280 jobs. There are also 236 jobs available at the State of Illinois.

PLANNING AND SUSTAINABILITY DIVISION

Staff typically process site plans, rezoning and conditional use permit requests, zoning variance applications, street and alley vacation requests, and subdivision plats submitted for compliance with local development regulations and ordinances. In May, staff in conjunction with other city departments reviewed 14 submittals which included 6 site plans and 8 plats. Staff responded to one FOIA request.

For the Decatur Urbanized Area Transportation Study (DUATS), staff made preparations for the Technical Committee meeting and the Policy Committee meeting held on May 8th. Staff also worked on the GATA Budget for FY 2019. Staff continued to work on amending the DUATS 3C Agreement with IDOT so that the Transportation Model could be updated by Quetica, LLC, a company hired by the City of Decatur.

BUILDING INSPECTIONS DIVISION

We issued a total of 143 permits with a total work value of \$2,301,547. Of those, three were for Commercial Interior remodels with a total work value of \$342,000, two were for Temporary Storage Buildings for CAT valued at \$817,000, and one new ATM site valued at \$80,000.

PERMIT TYPE	# ISSUED	WORK VALUE
Building	33	\$1,788,500
Demolition	12	32,230
Electrical	18	25,946
Mechanical	28	274,420
Other	28	87,478
Plumbing	17	20,133
Sign	7	72,840
Tent	0	0
TOTAL	143	\$2,301,547

NEIGHBORHOOD SERVICES DIVISION

- Staff continued to prepare special reports for loans that are serviced. Collections continue on delinquent accounts.
- Staff continued to qualify homeowners for the Residential Rehabilitation program.
- Staff prepared environmental reports for residential rehab, infrastructure projects and potential replacement projects.
- Staff worked with HUD staff on outstanding issues: 70% low-mod benefit, conflict of interest and other requests.
- Staff continued working with the Engineering Department to begin another phase of the CDBG Sidewalk project.
- Staff attended Intermediate Environmental Training
- Staff continued processing applications for the Emergency Assistance program.
- Staff continued working on the America in Bloom competition program.
- Staff began monitoring of rental property inventory.
- Staff worked with a review committee which submitted a recommendation for the Honorary Street Program to City Council. It was approved.
- Staff organized its first City Wide cleanup of 2018. The next event will be held in June.
- Staff is partnering with HUD to plan and host the statewide Homeless Institute conference in June in Decatur.
- Staff submitted an AARP grant application for sidewalk improvements.
- Staff continued planning of the annual National Night Out event to be held in August.

MASS TRANSIT DIVISION

- Federal Transit Administration's review team for Transits' triennial review was held with minor follow-up actions recommended
- Transit had two major repairs to two of the buses.
- Transit will begin servicing the new Veteran's Administration building location near North Sunnyside and Rt. 36 in June which included an adjustment in an existing route.
- Staff worked with the Public Works Department to complete an RFP for the remainder of the accessible shelter project, bid meeting scheduled on June 6th.
- Staff continued to work with the IT Department to make final adjustments to the RFP for security cameras for the buses.
- Staff met with a consultant hired by MV Transportation to look at our present route structures and run cutting. The assessments concluded that we are doing a great job and there were no recommendations for change.
- Transit received approval for the IMPACT Medicaid Transportation program and now in talks with State officials on implementation of the program

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 May.

ATTACHMENT

**NEIGHBORHOOD INSPECTIONS DIVISION
MONTHLY REPORT
MAY 2018**

NEW CASES	
Health & Safety (72 Hour)	119
Direct to Legal (Repeat Offenders)	12
Housing and Unfit	26
No Garbage Service	9
Nuisance	167
Secure of Abandoned Buildings	15
Weeds	1405
TOTAL	1753

DEMOLITIONS	
New Cases	0
Sent to Legal	0
Sent to Council	30
Out to Bid	0
Contracts Granted	0
Contract Amount	0.00
Permits Issued	0
Permits Finaled	0
Active Demolitions	124

RE-INSPECTION VISITS	
Code Enforcement	834
Weeds	799
TOTAL	1633

GARBAGE SERVICE COMPLAINTS	
Received	2

CASES SENT TO LEGAL FOR COURT	
Code Enforcement	98
Weeds	441

INVOICES*	
New Invoices	115
Dollar Amount	\$33,022.04

WEED ABATEMENT	
City Mowed - MCT lots	5
Owner Mowed	104
MCT Lots - Contractor Mowed	638
TOTAL	747

PAYMENTS RECEIVED**	
Weeds (Year-to-date)	\$310.16

* includes costs incurred by the City of Decatur - Health and Safety (72 hour), Securing of Abandoned Buildings and Weed Abatement

** reimbursement for costs incurred by the City of Decatur for weed abatement.



Decatur Fire Department

Memorandum

18-06

June 7, 2018

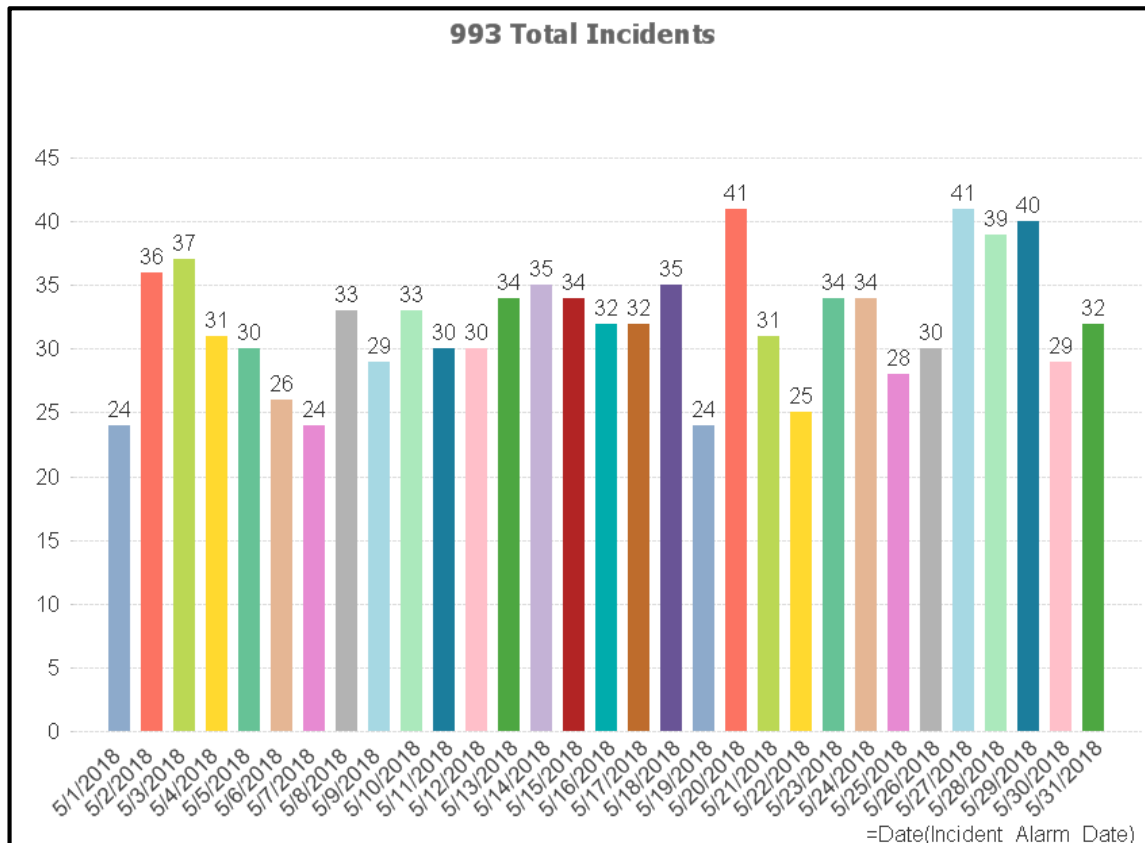
To: Tim Gleason, City Manager

From: Jeff Abbott, Fire Chief

RE: Monthly Report – May 2018

The fire department responded to 993 alarms in May. We have responded to 4865 alarms to date. Of the 4865 alarms, the second most common alarm is a lift assist. So far this year, we have provided 331 lift assists. This is an issue that we are exploring our options for the best way to handle these calls. Generally, we try to connect the repeat callers with community groups that can provide assistance, but this does not work all the time. We will report back with options.

We are moving forward with land acquisition for the new station 7 and are working to see if the current station 3 location will work for the new station 3. Station 3's current location is best suited for access to Fairview Park's bike trails, Millikin University, Home Park area, McArthur High School, Fairview Plaza and all west side properties south of Ravina Park. The bid process





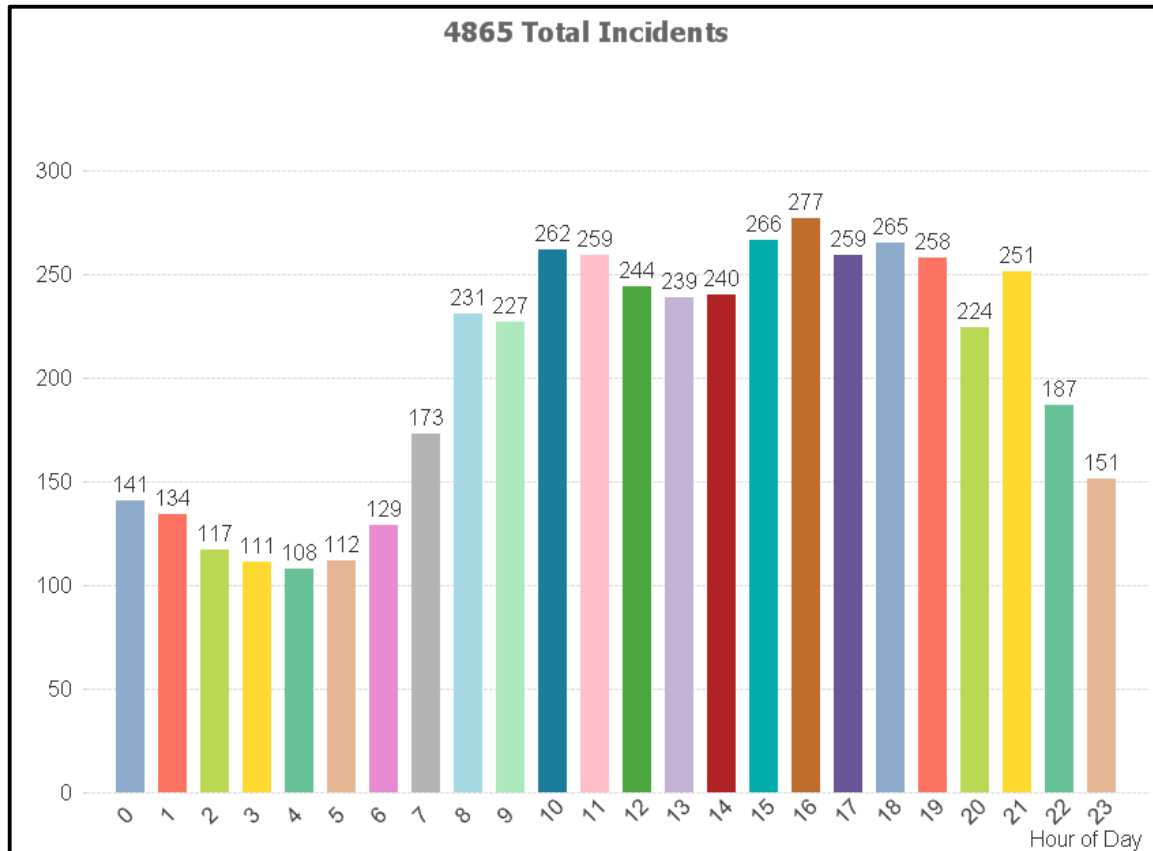
Decatur Fire Department

Memorandum

18-06

will begin in July for the construction of Station 5 to begin following the contract award.

The ladder truck that is being repaired in Wisconsin is due back this month. We will then sell our current reserve ladder truck. There are no anticipated apparatus purchases for the next two years except smaller SUV type vehicles for replacement.



Fire Prevention

During the month of May, Fire Investigators were called out 5 times. 2 Fires were ruled accidental; 2 were Incendiary; and 1 was undetermined. Liquor license inspections dominated the bulk of the month with Inspectors completing 132 inspections. They also installed or removed 16 key boxes and 11 smoke alarms or carbon monoxide detectors. Mid way through the month of May we welcomed our 2018 Fire Intern. Mr. Wesley Dunham. Upon his arrival we put him right to work painting 8 fire hydrants in the Albany Place Subdivision. Arrangements had previously been made to paint these hydrants at the request of the neighborhood President. Rounding out the summary, the Fire Prevention Division presented 3 fire safety presentations; conducted 2 fire extinguisher training classes; gave 1 consumer fireworks safety



Decatur Fire Department

Memorandum

18-06

class and test; investigated 1 complaint; completed 1 site assessment; and observed 5 fire alarm acceptance tests.

Training

On the Training Division side, the month of May is primarily dedicated to hose testing. There was close to 20,000 feet of hose that had to be tested. We also finished up 4 gas monitor training, which started in March, and had some HazMat Incident Management training. The Dive team met and had a training day and will meet once a month over the next 3 months. June training will consist of Forcible Entry and HazMat Operations.

HUMAN RESOURCES DEPARTMENT
Monthly Report of Priorities and Projects
Fiscal Year 2018
May 2018

Human Resources Division

This month, Human Resources Department staff accomplished the following:

- Attended the monthly Civil Service Commission; Human Relations Commission and Labor Management meetings;
- Attended quarterly Illinois Municipal Relations Association (IMHRA) meeting;
- Attended and Facilitated three (3) Human Relations Commission hearings (Request to review dismissal of Complainants Charge)
- Attended the monthly SHRM meeting-Empower your Employees with Financial Wellness;
- Conducted two (2) exit interviews
- On-boarded five (5) Municipal Band Members; continued the recruitment process for positions critical to City operations such as Engineering Tech I and II, Civil Engineer, Water Metering Supervisor, and Senior Planner.

Monthly Report of Priorities and Projects
Information Technology Department
Fiscal Year 2018
May

This month, Information Technology Department (IT) staff accomplished the following along with regular work:

- City Fiber Phase 3 project continues and has underground conduit placed from the CIRDC to Southside Drive except where it crosses the Canadian National Railroad. Still waiting on railroad permits.
- Continued researching vendor solutions to provide Session Initiation Protocol (SIP) services for the City Phone System to replace the older "PRI" technology.
- Created multiple reports concerning Macon County Trustee Lots, Property Code Violations, Enterprise Zone, and Fuyao plant.
- Migrated old PDS Interview Room server to City virtual server and storage environment due to failure in the older server platform.
- DPD deep data storage solution designed and set for approval to purchase in June.
- Upgraded Fleet computer workstations to City Virtual Workstation environment.
- City IT staff worked with Microsoft and CDW-G to reconcile and produce a license renewal for Office 365.
- Completed major iTron Automated Water Meter software upgrade started last fall.
- Began discovery process to connect the City Library to the City Phone System.
- Applied 27 software patches to the Incode system used by our Legal team.
- Moved additional functionality from the weed application into Code Enforcement. Most items from weeds can be accessed through Code Enforcement application eliminating the need to open/use two applications.
- Started a Data Network Port audit to insure unused data ports are in the "shutdown state" for security reasons.
- In May, IT processed 135 Help Desk tickets, resolving 62 on initial call (45.9% First Call Resolution Rate). Out of the 135 tickets logged, 8 service surveys were returned which indicated all but one received "exceptional" service.

DECATUR ILLINOIS POLICE DEPARTMENT

**TO: Mayor Julie Moore-Wolfe
City Council Members
City Manager Tim Gleason**

FROM: Shane Brandel, Acting Chief of Police

RE: May 2018 Monthly Report

STAFFING

Sworn Police Officer Staffing

The Decatur Police Department has 162 authorized sworn police positions. At the end of May 2018, staffing was at 153. Current staffing for the Decatur Police Department is as follows:

<u>Position</u>	<u>Authorized</u>	<u>Funded</u>	<u>Current</u>
Police Chief	1	1	1
Deputy Chief	3	3	3
Police Lieutenant	4	4	4
Police Sergeant	17	17	16
Police Patrol Officer	137	133	129
TOTAL	162	158	153

Civilian-Non Sworn Police Staffing: 10

<u>Position</u>	<u>Authorized</u>	<u>Funded</u>	<u>Current</u>
Administrative Secretary	1	1	1
Senior Crime Analyst	1	1	1
Crime Analyst	1	1	1
Sr. Clerk Typist	2	2	2
Records Supervisor	1	1	1
Parking Enforcement	2	2	2
Part-time FOIA Officer	2	2	2
Total	10	10	10

System Administrator, Duane Richards works out of the Police Department but is staffed under MIS.

PATROL DIVISION

<u>Function</u>	<u>Month</u>	<u>YTD</u>
Community Meetings	4	20
Directed Patrols	38	180
Active Problem Oriented Policing Projects	0	0
Completed Problem Oriented Policing Projects	0	0
Parking Citations	60	357
Criminal Arrests	473	1819
Felony Drug Arrests	28	89
Firearms Seized	8	42
Traffic Citations	701	2898
Field Interviews	60	357
Written Warnings	366	1917
Calls for Service/CAD incidents	5129	21206
Unlawful use of Motor Vehicle tows	162	625
Driving Under the Influence Arrests (DUI)	28	136
DUI involving accidents	6	40
Fatal Accidents	0	3
Traffic Accidents	268	1154
Accidents with Personal Injury	41	174
City Ordinances Arrests	71	227

Distracted Driving Enforcement-

Electronic Communication Device Citations:

<u>State Citations</u>	<u>YTD</u>	<u>Warning Citations</u>	<u>YTD</u>
38	92	21	82

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	551 grams	40636 grams @ \$10-gram	\$406,360
Cocaine-Powder	2626 grams	2689 grams @ \$100-gram	\$268,900
Cocaine-Crack	60 grams	132 grams @ \$100-gram	\$13,200
Heroin	0 grams	122 grams @ \$300-gram	\$36,600
Ecstasy	0 hits	0 @ 20 hit	\$0
Meth	2 grams	689 grams @ 100-gram	\$68,900
K-2/Pills:	111	1797	
Search Warrants: 2		YTD: 17	
US Currency Seized: \$18,054		YTD: \$140,925	
Firearms seized: 1		YTD: 10	
Vehicles seized: 1		YTD: 3	

Criminal Investigations (Adult & Juvenile Detectives):

New cases assigned: 131	YTD: 594
Cases closed/resolved: 59	YTD: 308
Criminal Arrests: 41	YTD: 253
Homicides: 0	YTD: 1
Infant Death Investigations: 0	YTD: 1
Suicide Detective Investigations: 0	YTD: 3
Missing Person Investigations: 7	YTD: 39
Computer forensic Exams: 5	YTD: 16
Sex Offenders Registered: 87	YTD: 418

A Detective has been assigned to the US Marshals Service Task Force, with a yearly review between the US Marshals Service and Decatur Police Administration to ensure effectiveness. This partnership allows for quicker apprehension of fugitives within the Decatur/ Macon County region and allows for more government resources in the pursuit of major fugitives.

Fugitive Arrests: 15	YTD fugitive arrests: 136
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Freedom of Information (FOIA)

The Professional Standards Unit received 277 Freedom of Information Act requests for the month.

Total requests YTD in 2018- 1265

**Public Works Department
Monthly Activity Report
May 2018**

Engineering:

McKinley Avenue Sewer Rehabilitation: This project was approximately 50% designed by BGM & Associates (now Chastain & Associates) in 2015-16. The condition is considerably worse than originally estimated in the master plan that was completed 5 years ago. An engineering agreement was approved by Council on August 7, 2017, to complete the design for this project and potentially let bids in late 2018 or early 2019.

2018 State MFT Street Improvement Project: This project is currently out for bid and is planned for the City Council action on June 18.

2018 City MFT Street Improvement Project: The asphalt portion of this project was awarded to Dunn Company on May 7, 2018. Work begins in June. The County Fair Drive portion of the project is planned to be advertised in July.

Nelson Park Neighborhood Storm Drainage Improvements: This project was designed by Blank, Wesselink, Cook & Associates. The project is funded through a low interest loan from the IEPA. Bids were opened on March 30, 2017, and approved by Council on April 17. The IEPA has approved the loan and the project. Work began May 30, 2017. Work is completed through Nelson Park along with some work in the south portion of the neighborhood. Work is to commence in the neighborhood in June. Completion is expected in late 2018.

2017 Water Main Replacement Project: This was designed by City staff and bids were opened on February 21. Council approved a contract with Burdick Plumbing and Heating on March 6. The water mains have been installed in the Garman Park area and residential services have been established and the water line is now active. Final restoration is being completed.

2018 Water Main Replacement Project: This was Awarded to Burdick Plumbing and Heating and is to begin in June in the neighborhood west of MacArthur High School.

MUNICIPAL SERVICES MONTHLY DATA 05/01/18 – 05/31/18

TASKS	QUANTITY	MANHOURS	OTHER INFO
72 Hour Cleanups	86 each	265.5 hours	
Sewer Derooting	10,431 lin. ft.	185 hrs.	
Street Sweeping	764.3 miles	466 hours	
Mowing – Neighborhood Standard Violations	322 each	N/A	
Potholes Patched	547 each	116 hours.	

**Water Production Division
Monthly Activity Report
May 2018**

Lake Decatur Dredging Basins 1 through 4: Construction work continued to increase the height of the Oakley sediment storage berms. Since Great Lakes Dredge & Dock began dredging in November 2014, a total of 8,814,387 cubic yards of sediment has been removed from the lake, which is 82% of the contract amount, including over dredging, or 43 days of additional water supply.

Lake Decatur Landscape Maintenance: This year's project is the north side of the William Street Bridge which the City Council awarded to Homer Tree Care on May 7.

Lake Services: Continued seasonal mowing, garbage removal and barge delivery services. Completed Nelson Park boat ramp repairs. Continued interviewing Lake Patrol candidates and dredging contractor worksite inspections. Began lake patrol operations for the season. Prepared for a busy Memorial Day weekend. Assisted IDNR, Living Lands & Waters, and ADM with the construction and installation of 50 fish habitat structures in Lake Decatur.

South Water Treatment Plant East Clarifiers to Claricones Conversion: Crawford, Murphy & Tilly has completed 99.9% of the engineering and bid specifications. This project is on hold pending the completion of the proposed Long Term Water Utility Sustainability Plan in 2019.

Water Administration: Completed work on the Village of Harristown Water Agreement, 2018 Water Quality Report and Additional Water Supply Plan RFQ&P. Participated on a United Way community investment panel. Chaired the Heart of the Sangamon River Ecosystem Partnership quarterly meeting.

Water Production: The level of Lake Decatur was maintained at an average of 614.4 feet above mean sea level (94% full) which is normal for May. 589.22 million gallons of potable water were pumped to customers which was 7.68% more than May 2017. Numerous water facilities maintenance tasks and repairs were completed including starting the semiannual South Water Treatment Plant basin washouts and repairs.