



**Monday, May 18, 2020  
5:30 PM  
City Council Chambers**

**Please take notice that the DCDF Members will convene at 5:15p.m., on Monday May 18, 2020, in the City Council Chambers, One Gary K. Anderson Plaza, Decatur, Illinois for the purpose of the Annual Meeting of the DCDF Board.**

## **CITY COUNCIL AGENDA**

### **NOTICE. MEETING MODIFICATION DUE TO COVID-19**

Pursuant to Governor Pritzker's Executive Order 2020-07 suspending the requirements of the Illinois Open Meetings Act requiring in-person attendance by members of a public body for the duration of the Gubernatorial Disaster Proclamation, members of the Decatur City Council and senior staff will be participating in this meeting through a Zoom video and audio link. The Mayor and essential members of the City staff will be physically present in the City Council Chambers, and pursuant to Governor's Executive Order No. 2020-10 and CDC guidelines, no more than ten (10) people will be allowed in the City Council Chambers at any one time. Members of the media have been provided notice of this and other city meetings and may be given priority to attend the meeting. However, members of the media are encouraged to view the meeting remotely on the city's live video link, available on the city's website or via Government Channel 18. To facilitate media coverage, and after the meeting, in-person city representatives will make themselves available for comments and questions using social distancing. The City Council Chambers will be open to those wishing to personally attend through the normal public entrance on the west side of the Chambers, but no more than ten (10) people may be in the chambers at any one time, social distancing rules will be observed, and audience members must sit in the rear half of the seating area to create a separation zone between public seating and the in-person city participants of the meeting. The podium for Appearance of Citizens has been moved to the rear of the chamber. Persons arriving after ten (10) people have already entered the chambers will be asked to wait in the anteroom of the City Council Chambers where they can watch the live feed and wait until a seat is made available by the departure of one or more of the ten (10) people already in the chamber. Public comments can be emailed in advance of the meeting to the City Clerk at [kalthoff@decaturl.gov](mailto:kalthoff@decaturl.gov), and will be provided to the City Council and others requesting them. Self-produced videos of no more than three minutes that include the name and image of the speaker, will be aired if they are received by the City Clerk by 3:00 pm on the day of the meeting and conform to the council's existing rules.

- I. Call to Order**
  - 1. Roll Call
  - 2. Pledge of Allegiance

## **II. Appearance of Citizens**

### Policy relative to Appearance of Citizens:

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

## **III. Approval of Minutes**

Approval of Minutes of May 4, 2020 City Council Meeting

## **IV. Unfinished Business**

1. Resolution Accepting the Bid Price of Jandi Services for Oakley Sediment Basin Mowing Services

## **V. New Business**

1. Treasurer's Financial Report
2. Ordinance Providing for the Issuance of a not to Exceed \$14,500,000 Promissory Note of the City of Decatur, Macon County, Illinois, for the Purpose of Refunding the Outstanding Promissory Note, Series 2013, of said City, Providing for the Security for and Means of Payment of said Note, and Authorizing the Sale of said Note to the Purchaser Thereof
3. Ordinance Providing for the Issuance of a not to Exceed \$34,405,000 General Obligation Refunding Bonds of the City of Decatur, Macon County, Illinois, Authorizing the Sale of said Bonds to the Purchaser Thereof, Providing for the Levy and Collection of a Direct Annual Tax Sufficient for the Payment of the Principal of and Interest on said Bonds, and Further Providing for the Execution of an Escrow Agreement in Connection with such Issuance
4. Resolution Authorizing City Manager to Execute Contract Extension with First Mid Insurance Group dba JL Hubbard Insurance Agency for Employee Benefit Insurance Broker and Advisory Services
5. Resolution Authorizing Annual Service Agreement with Superion, LLC, a Central Square Company
6. Resolution Authorizing Submission of Justice Administration Grant Application and Memorandum of Understanding - Bureau of Justice Assistance
7. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Luka Company, Inc. for the 32nd Street and Fulton Avenue Storm Drainage Improvement Project, City Project 2016-04
8. Resolution Authorizing Real Estate Purchase Agreement for 225 E. Christine Drive -Fire Station 5
9. Resolution Authorizing the Execution of a Grant Agreement with the Federal Transit Administration for Cares Act Grant
10. Resolution Amending Mass Transit Management Agreement with MV Transportation, Inc.

11. Ordinance Creating City Code - Chapter 70.2 - Registration of Foreclosure and Vacant Properties
12. Resolution Authorizing an Agreement Between the City of Decatur and Property Registration Champions, LLC.
13. Consent Calendar: Items on the Consent Agenda/Calendar are matters requiring City Council approval or acceptance, but which are routine and recurring in nature, are not controversial, are matters of limited discretion, and about which little or no discussion is anticipated. However, staff's assessment of what should be included on the Consent Agenda/Calendar can be in error. For this reason, any Consent Agenda/Calendar item can be removed from the Consent Agenda/Calendar by any member of the governing body, for any reason, without the need for concurrence by any other governing body member. Items removed from the Consent Agenda/Calendar will be discussed and voted on separately from the remainder of the Consent Agenda/Calendar.
  - A. Ordinance Annexing Territory 3407 Ferris Drive
  - B. Ordinance Annexing Territory 3220 Las Vegas Drive
  - C. Ordinance Annexing Territory 3291 Las Vegas Drive
  - D. Ordinance Annexing Territory 3115 North Westlawn Avenue
  - E. Ordinance Annexing Territory 3135 North Westlawn Avenue
  - F. Resolution Approving Appointment - DCDF
  - G. Resolution Approving Reappointments - DCDF

**VI. Other Business**

**VII. Adjournment**

Monthly Reports for April, 2020

**ATTACHMENTS:**

Description

Minutes of May 4, 2020

Type

Backup Material



CITY COUNCIL MINUTES  
Monday, May 4, 2020

On Monday, May 4, 2020 the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided, together with her being Council members Rodney Walker, Bill Faber, Lisa Gregory, David Horn, Chuck Kuhle and Pat McDaniel participating through electronic attendance pursuant to Governor Pritzker's Executive Order 2020-07 suspending the requirements of the Open Meetings Act requiring in-person attendance by members of a public body for the duration of the Gubernatorial Disaster Proclamation. Mayor Moore Wolfe declared a quorum present.

City Manager Scot Wrighton attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for Appearance of Citizens.

The following individual provided comments to the Council: Marc Girdler.

With no other Appearance of Citizens, Mayor Moore Wolfe called for Approval of Minutes.

The minutes of the April 20, 2020 City Council meeting were presented. Councilman Pat McDaniel moved the minutes be approved as written; seconded by Councilwoman Lisa Gregory and on call of the roll, Council members Rodney Walker, Bill Faber, Lisa Gregory, David Horn, Chuck Kuhle, Pat McDaniel and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe called for Unfinished Business.

With no Unfinished Business, Mayor Moore Wolfe called for New Business.

R2020-66 Resolution Authorizing Submittal of the Application Dated May 4, 2020 for a Public Transportation Capital Assistance Grant under the IDOT's General Authority to Make Such Grants, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

Deputy City Manager Kindseth gave a brief overview of the Resolution.

Upon call of the roll, Council members Rodney Walker, Bill Faber, Lisa Gregory, David Horn, Chuck Kuhle, Pat McDaniel and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2020-67 Resolution Accepting a Grant from the Illinois Housing Development Authority's Affordable Housing Trust Fund Single Family Rehabilitation Program, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave a brief overview of the Resolution.

Interim Community Development Director Richelle Irons presented additional information relating to the grant.

Upon call of the roll, Council members Rodney Walker, Bill Faber, Lisa Gregory, David Horn, Chuck Kuhle, Pat McDaniel and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2020-68 Resolution Authorizing Five Year Extension of Agreement with Izaak Walton League of America, Decatur, Illinois Chapter, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave a brief overview of the Resolution.

Upon call of the roll, Council members Rodney Walker, Bill Faber, Lisa Gregory, David Horn, Chuck Kuhle, Pat McDaniel and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2020-69 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Entler Excavating Co, Inc. for 2020 Miscellaneous Sanitary & Storm Sewer Improvement Project, City Project 2020-09, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave a brief overview of the Resolution.

Public Works Director Matt Newell added that the work being done is continually being monitored and that the funds can be used to clean and repair culverts and drainage ditches.

Upon call of the roll, Council members Rodney Walker, Bill Faber, Lisa Gregory, David Horn, Chuck Kuhle, Pat McDaniel and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2020-70 Resolution Authorizing Amendment #2 to the Local Public Agency Agreement for Federal Participation for the Relocation of Utilities and the Purchase of Right of Way for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks, City Project 2009-33, Section 09-00933-01-BR, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave a brief overview of the Resolution.

Upon call of the roll, Council members Rodney Walker, Bill Faber, Lisa Gregory, David Horn, Chuck Kuhle, Pat McDaniel and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Resolution Accepting the Bid Price of Jandi Services for Oakley Sediment Basin Mowing Services, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave a brief overview of the Resolution.

Council held a discussion on whether a controlled burn was possible instead of mowing.

Councilman Horn made a motion to table the Resolution until the next City Council meeting, seconded by Councilman Kuhle.

Upon call of the roll, Council members Rodney Walker, Bill Faber, Lisa Gregory, David Horn, Chuck Kuhle, Pat McDaniel and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2020-71 Resolution Authorizing Approval to Renew Annual License and Support Agreement from Tyler Technologies, Inc. for MUNIS Enterprise Financial Software System Suite, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

IT Director Jim Edwards gave a brief overview of the Resolution.

Upon call of the roll, Council members Rodney Walker, Bill Faber, Lisa Gregory, David Horn, Chuck Kuhle, Pat McDaniel and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2020-72 Resolution Authorizing Approval to Renew Annual License and Support Agreement from ESRI for Geographical Information System (GIS), was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave a brief overview of the Resolution.

Upon call of the roll, Council members Rodney Walker, Bill Faber, Lisa Gregory, David Horn, Chuck Kuhle, Pat McDaniel and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2020-73 Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Lime Sludge Removal with Evergreen F.S., Inc. - City Project - PUR2020-03, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave a brief overview of the Resolution.

Upon call of the roll, Council members Rodney Walker, Bill Faber, Lisa Gregory, David Horn, Chuck Kuhle, Pat McDaniel and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

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

Mayor Moore Wolfe read a letter from NAACP President Jeanelle Norman regarding the impact that the face mask Ordinance has on the African American community, especially the young black males.

With no Other Business, Mayor Moore Wolfe called for adjournment. Councilman McDaniel moved the Council meeting be adjourned; seconded by Councilwoman Gregory and on call of the roll, Council members Rodney Walker, Bill Faber, Lisa Gregory, David Horn, Chuck Kuhle, Pat McDaniel and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe declared the Council meeting adjourned at 6:25 p.m.

Approved \_\_\_\_\_  
Angela Harper  
Deputy City Clerk

## Public Works

**DATE:** 5/8/2020

**MEMO:** 2020-94

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

**FROM:** Scot Wrighton, City Manager  
Matt Newell, P.E., Public Work Director  
Keith Alexander, Water Production Manager  
Deborah Perry, Purchasing Supervisor

**SUBJECT:** Resolution Accepting the Bid Price of Jandi Services for Oakley Sediment Basin, Mowing Services.

### **SUMMARY RECOMMENDATION:**

It is recommended that the City Council adopt the attached Resolution awarding a contract in the amount of \$113,400.00 to Jandi Services for Oakley Sediment Basin Mowing Services.

It is further recommended that city staff be permitted the discretion to selectively determine when it is appropriate to conduct some controlled burns as conditions, weather, grass suitability, and other factors permit. This is made easier by the fact that the contractors proposal delineates a unit price for each mowing.

This item was tabled due to concerns regarding the possibility of reducing or eliminating mowing of the site by using prescribed burning. As detailed in the body of this transmittal, the predominant variety of grass present at the site is known as “cool weather grass” that is not normally a good candidate for regular burning. Staff recommends the full contract be funded and awarded with the expectation that burning will be used as much as practical. There is the potential of reducing, or partially reducing, the monthly mowing by one month but that cannot be guaranteed.

### **BACKGROUND:**

This item was tabled at the City Council meeting held on May 4, 2020.

The City owns approximately 529 acres of property in Oakley Township commonly referred to as the Oakley Sediment Basin consisting of 396 acres of detention basin, drainage ways, etc.; 50 acres of farm land that First Illinois Ag Group manages for the City; and 83 acres of non-farm land that must be mowed regularly to conform to the 2014 Macon County Special Use Permit that the City obtained for the recently completed dredging project.

## **Special Use Permit**

The 2014 Macon County Special Use Permit is attached as Exhibit 1.

Section 1 of the permit creates a Site Maintenance Advisory Committee to monitor maintenance operations at the sediment site and the implementation of the Special Use Permit. An Advisory Committee was originally established around 2002 under an earlier permit to dredge Basin 6 north of Rea's Bridge Road. The meetings of this committee are attended by City Public Works staff and representatives of Oakley Township. Concerns with mowing and the maintenance of vegetation at the sediment site were very prominent topics of the initial meetings. During those initial meetings, City staff committed to monthly mowing from April to September to respond to the concerns raised by nearby residents and the Oakley Township.

Section 3 of the permit requires that the "City shall ensure facility maintenance and that vegetative growth will comply with all Macon County Nuisance Ordinance Regulations. There shall be no vegetative overgrowth visible from the surrounding perimeter roads..." The pertinent Macon County nuisance regulation is as follows:

### **§ 90.18 CATEGORY 4: WEEDS.**

(A) No person or owner shall cause or permit weeds that have grown to a height in excess of 12 inches on any lot in any subdivision in the unincorporated area of the county, or on any lot where a residence exists pursuant to a special use permit granted by the County Board.

(B) No person shall cause or permit noxious weeds to grow anywhere in the county.

It has generally been the practice over the past 18 years to mow the unfarmed portions of the site monthly in order to address the concerns of residents, the Advisory Committee and meet the requirements of the County ordinance.

## **Prescribed Burning**

Public Works staff and the Macon County Conservation District discussed the use of prescribed burning to maintain the grass areas around the sediment site. The following information resulted from that discussion.

- The purpose of prescribed burning is primarily to reduce thatch or dead plant material that accumulates from the previous year's growth. The grass around the sediment site varies in type, however it is predominantly considered a "cool season grass" which starts growing early in the year during cool weather. This type of grass does not normally accumulate much thatch or the dead plant matter necessary to have a successful prescribed burn. For this type of grass, prescribed burning could occur at most once a year and possibly only once every other year depending on the thatch accumulation. Cool season grass is not an ideal candidate for regular prescribed burns.
- Prescribed burning does not replace cool season grass mowing. It can possibly enable

the first mowing to be delayed or skipped but burning can only realistically occur between October and April depending on weather conditions. The District recommended that burning occur in the spring, February to April. Timing of the burn would determine any mowing reduction. An early burn in February could still require an April mow. A late March or early April burn will likely reduce the need for an April mowing, however, the later the spring burn is scheduled the more likely it is to be disrupted by the wet spring weather. Earlier burning seems to be preferable in Macon County. For instance, this year the “cool season grass” greened up very early which could have made an April prescribed burn difficult.

- The main downside to burning is the smoke and how it affects area residents. Initial discussions with the Advisory Committee and the Oakley Township indicated an initial concern with the smoke but no immediate opposition to a prescribed burn, however, it will take several weeks for the Township to get input from area residents and other board members. There are several residential properties close or adjacent to the site. Fire breaks will need to be installed and maintained to protect adjacent properties. A fire break would normally consist of a very close mowing or tilled soil sufficient to contain the fire.
- The Macon County Conservation District is willing to assist the City in doing a prescribed burn at the sediment site. They are the most knowledgeable entity locally with this type of burning experience.
- The Illinois Environmental Protection Agency requires an open burning permit which can be readily obtained. No other permits are required.
- On May 13, the Township Board contacted the city to inform us that they were opposed to controlled burning at the sediment basin.

### **Proposed Mowing Contract**

A site map is attached which details the planned mowing areas. Over the past six years, the dredging contractor was required to mow the site. Since the project is in the final stage of completion, it is now the City’s responsibility to regularly mow.

The Public Works Department staff currently mows a significant amount of land throughout the City each mowing season and is not staffed or equipped to mow the additional 83 acres of land at the Sediment Basin. Therefore, bids were requested to mow the 83 acres of non-farm land around the site. A three-year mowing contract was requested with the expectation of receiving lower bids since bidders would receive payments for three years which would allow them (if need be) to invest in the type of equipment needed to properly mow the site, which has a lot of steep slopes. Additionally, it is likely to take at least 3 years for the sediment basin to dry sufficiently to allow the berms to be breached and another maintenance plan to be established for the site.

The mowing contract is structured with costs for monthly mowing to occur from April to September. The April mowing is usually a flexible mowing event since it can be easily disrupted by weather which may result in little growth and no need to mow or conditions that are too wet. If late-spring burning occurs, it may be unnecessary to mow in April. For the reasons stated earlier, it may not always be possible or beneficial to forego an April mowing, so it is proposed that the funding be authorized to allow an April mow as needed. If an April mow is not needed, there will be a savings of up to \$6,000 since some limited mowing may still be required even with a successful prescribed burn. It would be hard to burn 100% of the full 83 acres needing mowing. The mowing contractor understands this provision.

**PRIOR COUNCIL ACTION:**

On May 4, 2020, the City Council tabled this item and requested additional information.

On February 3, 2014, the City Council authorized the recently completed dredging project.

**POTENTIAL OBJECTIONS:** None foreseen.

**INPUT FROM OTHER SOURCES:**

Macon County Conservation District, Oakley Township

**STAFF REFERENCE:** Matt Newell, Public Works Director, Keith Alexander, Water Production Manager, Joe Nihiser, Lake Maintenance Supervisor. Matt Newell will be in attendance at the City Council meeting to answer any questions of the Council on this item.

**BUDGET/TIME IMPLICATIONS:**

Funding for this project is in the current Water Fund Lake Services budget. It is requested that the City Council approve this bid so that mowing can begin in a timely manner.

**COPY:**

Jandi Services  
Azuish Enterprises

**ATTACHMENTS:**

| Description                                     | Type              |
|-------------------------------------------------|-------------------|
| Resolution Accepting Bid Oakley Mowing Services | Resolution Letter |
| Exhibit 1                                       | Backup Material   |
| Site Map                                        | Backup Material   |



RESOLUTION NO. \_\_\_\_\_

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION  
OF A CONTRACT WITH JANDI SERVICES FOR OAKLEY SEDIMENT  
BASIN MOWING SERVICES**

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

Section 1. That the bid received for Jandi Services for Oakley Sediment Basin Mowing Services be presented to the Council herewith as Exhibit A and made part hereof be, received and placed on file.

Section 2. That the bid of Jandi Services in the amount of \$113,400.00 be, and it is hereby, accepted and a contract awarded, accordingly.

Section 3. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute a contract between the City of Decatur, Illinois, and Jandi Services attached hereto and made a part hereof, for said plan, in the amount of \$113,400.00.

PRESENTED and ADOPTED this 18<sup>th</sup> day of May 2020.

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Julie Moore Wolfe, Mayor

ATTEST:

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Kim L. Althoff, City Clerk

## EXHIBIT A

| <b>Project Name: Mowing at Oakley Sediment Storage Site</b> |                             |      |        | <b>Jandi Services</b><br><b>Macon, IL</b> |             | <b>Azuish Enterprises</b><br><b>Decatur, IL</b> |             |
|-------------------------------------------------------------|-----------------------------|------|--------|-------------------------------------------|-------------|-------------------------------------------------|-------------|
| <b>Bid Date: April 10, 2020</b>                             |                             |      |        |                                           |             |                                                 |             |
| <b>Time: 4:00 p.m.</b>                                      |                             |      |        |                                           |             |                                                 |             |
|                                                             | Description                 | QTY. | Unit   | Unit Price                                | Total       | Unit Price                                      | Total       |
|                                                             |                             |      |        |                                           |             |                                                 |             |
|                                                             | Year 2020 April - September | 6    | months | \$6,200.00                                | \$37,200.00 | \$9,974.40                                      | \$59,846.40 |
|                                                             |                             |      |        |                                           |             |                                                 |             |
|                                                             | Year 2021 April - September | 6    | months | \$6,300.00                                | \$37,800.00 | \$9,974.40                                      | \$59,846.40 |
|                                                             |                             |      |        |                                           |             |                                                 |             |
|                                                             | Year 2022 April - September | 6    | months | \$6,400.00                                | \$38,400.00 | \$9,974.40                                      | \$59,846.40 |
|                                                             |                             |      |        |                                           |             |                                                 |             |
|                                                             |                             |      |        |                                           |             |                                                 |             |
|                                                             |                             |      |        |                                           |             |                                                 |             |

**TOTAL**

\$113,400.00

\$179,539.20

No Bids: Twin County Mowing  
Macon Resources  
DeAngelo Brothers



**PLANNING & ZONING DEPARTMENT**  
**141 South Main Street, Suite 501**  
**Decatur, Illinois 62523**

**217-424-1466 (voice)**  
**217-424-1459 (fax)**

January 13, 2014

City of Decatur  
Attn: Keith Alexander  
One Gary K Anderson Plaza  
Decatur, IL 62523-1196

Dear Petitioner,

For your records, we are enclosing a copy of the recorded resolution on your recent Petition for a Special Use Permit. This Special Use Permit will allow operation and management of a silt retention basin in A-1 Agricultural zoning.

The approved resolution has been filed with the Macon County Clerk's Office and the Macon County Recorder's Office and is now on file.

Respectfully,

Angela Sarver  
Macon County Planning & Zoning Dept.

Enclosure



Date Recorded: 1/10/2014 2:34:07 PM

**MACON COUNTY BOARD RESOLUTION  
REGARDING CASE S-01-12-13, A PETITION FOR SPECIAL USE  
PERMIT SUBMITTED BY CITY OF DECATUR**

**RESOLUTION NO. Z-1130-1-14**

**WHEREAS**, a petition was filed by City of Decatur requesting a renewal of a Special Use Permit for the operation and management of a Silt Retention Basin in A-1 Agricultural zoning. The property is legally described as:

Parts of Sections 2 and 3 of T16N, R3E of the 3rd PM as follows: That part of the NE ¼ of said Sec. 2 lying Nrlly of R-O-W Norfolk & Southern R.R., EXCEPT N 350' of W 844' thereof, and EXCEPT N 355' of NE ¼ of NE ¼ of said Sec. 2, and NW ¼ of said Sec. 2, EXCEPT N 347.5' of E 412.5' thereof, and NE ¼ of said Sec. 3, EXCEPT S 225.13' of W 450.27' thereof; and NE ¼ of NW ¼ of said Sec 3, EXCEPT N 24.53 acres thereof, and EXCEPT S 286' of W 456.92' thereof; and Beg. At NE corner of SE ¼ of NW ¼ of said Sec 3, th S 191.04', th W 1377.11 to W line of SE ¼ of NW ¼ of said Sec 3, the N 194.62' to NW corner of SE ¼ of NW ¼ of said Sec 3, th E to P.O.B.

The property is bounded by Angle Crossing Road on the North, Prairie View Road on the East, and Kitchen Road on the South. This tract is generally ¼ miles East of Sangamon Rd (County Highway 23) but is adjacent to Sangamon Road at two points about ¼ mile South of Angle Crossing Road in Oakley Township and contains 528.65 acres.

**WHEREAS**, staff recommended at hearing the petition be granted with the following stipulations:

1. A site Maintenance Advisory Committee ("Committee") shall be created to assist the City of Decatur in fulfilling the following terms and conditions of this Special Use Permit. The Committee shall monitor the maintenance operations at the facility and provide advice regarding the implementation of this Special Use Permit and the Site Reclamation Plan. This committee shall also serve as the clearinghouse for citizen complaints, concerns, and suggestions regarding the operations and maintenance of the site.

a. Committee membership shall consist of:

- One member representing Macon County appointed by the Macon County Board
- One member representing Oakley Township appointed by Oakley Township Board of Trustees
- One member representing the Macon County Soil and Water Conservation District appointed by the Macon County Soil and Water Conservation District Board.
- Two members representing the City of Decatur appointed by the Decatur City Council

b. The Committee shall meet at least on a bi-monthly basis with additional meetings to be called as needed to address immediate concerns. All meetings of the Committee shall be subject to the regulations and standards of the Open Meetings Act. All meetings of the Committee shall reserve time for the public to present verbal and/or written comments regarding site maintenance and/or reclamation issues. The Committee shall be empowered to adopt by-laws; and

**FILED**

**JAN 10 2014**  
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2. The City of Decatur ("City") will establish and maintain a dedicated funds account to provide the Committee with the necessary financial resources in the event it has to hire a contractor to complete an aspect of site maintenance. The City shall maintain a minimum balance of \$60,000 in this dedicated funds account. The Committee shall be empowered to utilize this account under the following process:
  - a. When a concern or complaint regarding site maintenance is brought to the Committee's attention, it shall be forwarded to the City's Water Management Department within 10 business days.
  - b. The City shall have 30 business days to resolve the matter to the satisfaction of the Committee.
  - c. If the matter is not resolved within the allotted time, the Committee may call a special meeting to discuss and vote on a plan of action.
  - d. Once the Committee has approved a plan of action, the Committee should arrange for a private contractor to perform the necessary site maintenance. The work shall be performed by a pre-approved contractor. The City shall provide the Committee with a list of pre-approved contractors from which to choose.
  - e. All such contract work shall be paid from the dedicated funds account, with a copy of all correspondence, invoices, and receipts forwarded to the City; and
3. The City shall ensure facility maintenance and that vegetative growth will comply with all Macon County Nuisance Ordinance Regulations. There shall be no vegetative overgrowth visible from the surrounding perimeter roads; and
4. The City shall remit payment annually on August 1st to the various taxing districts for the loss of property tax revenue. The compensation shall be calculated each year by multiplying the certified assessed value for PI 121 by 529 acres and then multiplying by the individual tax rate for each taxing district. Each year the certified assessed values for farmland shall come from the Illinois Department of Revenue and the individual tax rates shall come from the Macon County Clerk. By January 15, 2014, The City of Decatur, shall pay all various districts the difference between the property taxes that were paid from 2006 to 2012 and what would have been due for the entire 529 acre parcel if used for crop production as (per the existing Special Use Permit) that was calculated by the Macon County Supervisor or Assessments using the calculation stated above in Stipulation 4. (See Attachment); and
5. Should the City decide to sell the 529 acre property in question, or any portion thereof, right of first refusal to purchase the property at fair market value shall be offered to the individuals, or their immediate heirs, from whom the City purchased property; and
6. Prior to approval of the Special Use Permit, the City of Decatur shall have a signed road use agreement with the Oakley Township Road Commissioner; and
7. All water drainage from inside the berm during construction and dredging operations shall drain to the west and shall comply with Illinois Drainage Laws and Illinois Department of Natural Resources dam (berm) requirements. A land disturbance permit is required for the acres disturbed in raising the berm; and
8. The Special Use shall be required to remain in conformance with all applicable local, state, and federal laws and regulations. Any violations of these applicable laws and regulations may result in penalties and fines as identified in Section 4.12 of the Macon County Zoning Ordinance. These penalties and fines would

be in addition to any penalties and fines mandated by the other local, state, or federal regulatory agency; and

9. The conditions of this Special Use Permit may be modified through the adoption, by County Board resolution, of an amendment to this permit. Any amendment shall be reviewed and approved in the same manner as this original permit or by the identified process for obtaining a Special Use Permit as indicated in the Macon County Zoning Ordinance; and

10. The Special Use Permit will have a 10 year limit for all to review at the end of that time limit. The Special Use Permit will expire on January 9, 2024.

**WHEREAS**, at the required public hearing on December 4, 2013, your Zoning Board of Appeals heard the testimony presented and voted 5-0 in favor of recommending to the County Board the petition be granted subject to the stipulations as set forth above.

**WHEREAS**, on December 19, 2013, your EEHW Committee heard the summary report and hereby recommends by the following 4-0 vote that the County Board approve the subject petition for a Special Use Permit to allow the operation and management of a Silt Retention Basin in A-1 Agricultural zoning subject to the above stipulations recommended by the Zoning Board of Appeals.

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board to <sup>APPROVE</sup> the subject petition for a Special Use Permit to allow the operation and management of a Silt Retention Basin in A-1 Agricultural zoning subject to the above stipulations recommended by the Zoning Board of Appeals.

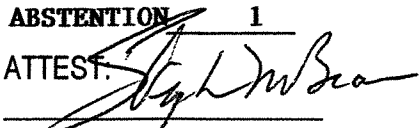
**BE IT FURTHER RESOLVED** that this resolution shall become effective immediately upon the adoption thereof.

**PRESENTED, PASSED, APPROVED this 9<sup>th</sup> day of January, 2014.**

Ayes 17 NAYS 0

**ABSTENTION** 1

ATTEST.

  
Stephen M. Bean, Clerk for the  
County of Macon, State of Illinois

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

BY:

  
Jay A. Dunn, Chairman  
Macon County Board

| Property    | Certified Values for Productivity Index 121 (2006 to 2014) |           |           |           |           |           |           |           |           |           |
|-------------|------------------------------------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
|             | Acreage                                                    | 2005      | 2007      | 2008      | 2009      | 2010      | 2011      | 2012      | 2013      | 2014      |
| All Parcels | 529                                                        | \$ 180.22 | \$ 183.20 | \$ 201.52 | \$ 221.67 | \$ 243.84 | \$ 268.22 | \$ 295.04 | \$ 324.54 | \$ 357.00 |

| Property        | Calculated Assessed Values Based on Productivity Index 121 Certified Values (2006 to 2014) |              |              |               |               |               |               |               |               |               |
|-----------------|--------------------------------------------------------------------------------------------|--------------|--------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
|                 | Acreage                                                                                    | 2006         | 2007         | 2008          | 2009          | 2010          | 2011          | 2012          | 2013          | 2014          |
| All Parcels     | 529                                                                                        | \$ 95,336.38 | \$ 96,912.80 | \$ 106,604.08 | \$ 117,263.43 | \$ 128,991.36 | \$ 141,888.38 | \$ 156,076.16 | \$ 171,681.66 | \$ 188,853.00 |
| Total Assessed: | 529                                                                                        | \$ 95,336.38 | \$ 96,912.80 | \$ 106,604.08 | \$ 117,263.43 | \$ 128,991.36 | \$ 141,888.38 | \$ 156,076.16 | \$ 171,681.66 | \$ 188,853.00 |

| Property              | Acreage | Calculated Tax Due Based on Productivity Index 121 Certified Values (2006 to 2012) |             |             |             |             |              |              |      |      |              |
|-----------------------|---------|------------------------------------------------------------------------------------|-------------|-------------|-------------|-------------|--------------|--------------|------|------|--------------|
|                       |         | 2006                                                                               | 2007        | 2008        | 2009        | 2010        | 2011         | 2012         | 2013 | 2014 | Total        |
| Total/Calculated Tax: | 529     | \$ 7,446.50                                                                        | \$ 7,448.21 | \$ 7,952.99 | \$ 8,760.69 | \$ 9,734.24 | \$ 10,788.28 | \$ 11,942.78 | \$ - | \$ - | \$ 64,073.70 |
| Total Paid:           | 529     | \$ 1,878.20                                                                        | \$ 1,958.74 | \$ 2,091.20 | \$ 2,302.92 | \$ 1,242.42 | \$ 1,375.22  | \$ 1,514.90  | \$ - | \$ - | \$ 12,363.60 |
|                       | 529     |                                                                                    |             |             |             |             |              |              |      |      | \$ 51,710.10 |

| Total Owed to Each Taxing Body (2006-12) |             |             |             |             |             |             |              |      |              |
|------------------------------------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------|------|--------------|
|                                          | 2006        | 2007        | 2008        | 2009        | 2010        | 2011        | 2012         | 2013 | 2014         |
| Cerro Gordo School #100                  | \$ 3,301.51 | \$ 3,242.10 | \$ 3,403.09 | \$ 3,769.16 | \$ 4,905.91 | \$ 5,375.38 | \$ 5,947.46  | \$ - | \$ -         |
| Carro Gordo Fire                         | \$ 133.21   | \$ 125.87   | \$ 133.00   | \$ 137.95   | \$ 175.51   | \$ 191.58   | \$ 205.54    | \$ - | \$ -         |
| Co. Health & Mental Health               | \$ 165.44   | \$ 165.56   | \$ 193.12   | \$ 211.67   | \$ 275.12   | \$ 299.27   | \$ 344.24    | \$ - | \$ -         |
| Conservation District                    | \$ 75.29    | \$ 73.92    | \$ 80.65    | \$ 86.60    | \$ 114.22   | \$ 125.37   | \$ 146.00    | \$ - | \$ -         |
| Cooperative Extension                    | \$ 18.46    | \$ 17.56    | \$ 18.81    | \$ 20.03    | \$ 26.80    | \$ 29.42    | \$ 33.33     | \$ - | \$ -         |
| County Tax                               | \$ 670.33   | \$ 676.27   | \$ 736.21   | \$ 823.65   | \$ 1,079.79 | \$ 1,183.02 | \$ 1,244.89  | \$ - | \$ -         |
| Hope- Wetky Public Library               | \$ 131.42   | \$ 129.74   | \$ 141.20   | \$ 155.01   | \$ 197.63   | \$ 220.86   | \$ 234.73    | \$ - | \$ -         |
| Oakley Cemetery                          | \$ 57.03    | \$ 56.35    | \$ 61.61    | \$ 66.43    | \$ 89.50    | \$ 99.04    | \$ 109.02    | \$ - | \$ -         |
| Oakley Township                          | \$ 712.39   | \$ 693.64   | \$ 754.78   | \$ 813.88   | \$ 1,096.30 | \$ 1,234.19 | \$ 1,389.73  | \$ - | \$ -         |
| Richland CC 537                          | \$ 275.74   | \$ 281.50   | \$ 309.81   | \$ 341.15   | \$ 486.64   | \$ 591.76   | \$ 658.03    | \$ - | \$ -         |
| W-O Multi-TP Asmt                        | \$ 27.48    | \$ 26.96    | \$ 29.51    | \$ 32.25    | \$ 44.39    | \$ 63.18    | \$ 69.68     | \$ - | \$ -         |
| Macon Mosq. Abatement                    |             |             |             |             |             |             | \$ 45.23     | \$ - | \$ -         |
| Totals by Year:                          | \$ 5,568.30 | \$ 5,489.47 | \$ 5,861.79 | \$ 6,457.77 | \$ 8,491.82 | \$ 9,413.07 | \$ 10,427.88 | \$ - | \$ -         |
|                                          |             |             |             |             |             |             |              |      | \$ 51,710.10 |

| 2006                                                | Tax Districts              | Tax Rate |             | Crosscheck           |
|-----------------------------------------------------|----------------------------|----------|-------------|----------------------|
| <b>Total Assessed Value:</b><br><b>\$ 95,336.38</b> | Cerro Gordo School #100    | 4.63109% | \$ 4,415.11 |                      |
|                                                     | Cerro Gordo Fire           | 0.18686% | \$ 178.15   |                      |
|                                                     | Co. Health & Mental Health | 0.23207% | \$ 221.25   |                      |
|                                                     | Conservation District      | 0.10561% | \$ 100.68   |                      |
|                                                     | Cooperative Extension      | 0.02589% | \$ 24.68    |                      |
|                                                     | County Tax                 | 0.94028% | \$ 896.43   |                      |
|                                                     | Hope- Welty Public Library | 0.18434% | \$ 175.74   |                      |
|                                                     | Oakley Cemetery            | 0.08000% | \$ 76.27    |                      |
|                                                     | Oakley Township            | 0.99929% | \$ 952.69   |                      |
|                                                     | Richland CC 537            | 0.38678% | \$ 368.74   |                      |
|                                                     | W-O Mul-TP Asmt            | 0.03855% | \$ 36.75    |                      |
|                                                     |                            | 7.81076% | \$ 7,446.50 | Sum =<br>\$ 7,446.50 |

| 2007                                                | Tax Districts              | Tax Rate |             | Crosscheck           |
|-----------------------------------------------------|----------------------------|----------|-------------|----------------------|
| <b>Total Assessed Value:</b><br><b>\$ 96,912.80</b> | Cerro Gordo School #100    | 4.53907% | \$ 4,398.94 |                      |
|                                                     | Cerro Gordo Fire           | 0.17622% | \$ 170.78   |                      |
|                                                     | Co. Health & Mental Health | 0.23179% | \$ 224.63   |                      |
|                                                     | Conservation District      | 0.10349% | \$ 100.30   |                      |
|                                                     | Cooperative Extension      | 0.02459% | \$ 23.83    |                      |
|                                                     | County Tax                 | 0.94681% | \$ 917.58   |                      |
|                                                     | Hope- Welty Public Library | 0.18164% | \$ 176.03   |                      |
|                                                     | Oakley Cemetery            | 0.07889% | \$ 76.45    |                      |
|                                                     | Oakley Township            | 0.97112% | \$ 941.14   |                      |
|                                                     | Richland CC 537            | 0.39411% | \$ 381.94   |                      |
|                                                     | W-O Mul-TP Asmt            | 0.03775% | \$ 36.58    |                      |
|                                                     |                            | 7.68548% | \$ 7,448.21 | Sum =<br>\$ 7,448.21 |

| 2008                                                 | Tax Districts              | Tax Rate |             | Crosscheck           |
|------------------------------------------------------|----------------------------|----------|-------------|----------------------|
| <b>Total Assessed Value:</b><br><b>\$ 106,604.08</b> | Cerro Gordo School #100    | 4.33112% | \$ 4,617.15 |                      |
|                                                      | Cerro Gordo Fire           | 0.16927% | \$ 180.45   |                      |
|                                                      | Co. Health & Mental Health | 0.24579% | \$ 262.02   |                      |
|                                                      | Conservation District      | 0.10264% | \$ 109.42   |                      |
|                                                      | Cooperative Extension      | 0.02394% | \$ 25.52    |                      |
|                                                      | County Tax                 | 0.93697% | \$ 998.85   |                      |
|                                                      | Hope- Welty Public Library | 0.17971% | \$ 191.58   |                      |
|                                                      | Oakley Cemetery            | 0.07841% | \$ 83.59    |                      |
|                                                      | Oakley Township            | 0.96061% | \$ 1,024.05 |                      |
|                                                      | Richland CC 537            | 0.39429% | \$ 420.33   |                      |
|                                                      | W-O Mul-TP Asmt            | 0.03756% | \$ 40.04    |                      |
|                                                      |                            | 7.46031% | \$ 7,952.99 | Sum =<br>\$ 7,952.99 |

| 2009                                                 | Tax Districts              | Tax Rate |             | Crosscheck           |
|------------------------------------------------------|----------------------------|----------|-------------|----------------------|
| <b>Total Assessed Value:</b><br><b>\$ 117,263.43</b> | Cerro Gordo School #100    | 4.36051% | \$ 5,113.28 |                      |
|                                                      | Cerro Gordo Fire           | 0.15959% | \$ 187.14   |                      |
|                                                      | Co. Health & Mental Health | 0.24488% | \$ 287.15   |                      |
|                                                      | Conservation District      | 0.10019% | \$ 117.49   |                      |
|                                                      | Cooperative Extension      | 0.02317% | \$ 27.17    |                      |
|                                                      | County Tax                 | 0.95288% | \$ 1,117.38 |                      |
|                                                      | Hope- Welty Public Library | 0.17933% | \$ 210.29   |                      |
|                                                      | Oakley Cemetery            | 0.07685% | \$ 90.12    |                      |
|                                                      | Oakley Township            | 0.94157% | \$ 1,104.12 |                      |
|                                                      | Richland CC 537            | 0.39467% | \$ 462.80   |                      |
|                                                      | W-O Mul-TP Asmt            | 0.03731% | \$ 43.75    |                      |
|                                                      |                            | 7.47095% | \$ 8,760.69 | Sum =<br>\$ 8,760.69 |



| 2010 | Tax Districts              | Tax Rate |             | Crosscheck  |
|------|----------------------------|----------|-------------|-------------|
|      | Cerro Gordo School #100    | 4.35974% | \$ 5,623.69 |             |
|      | Cerro Gordo Fire           | 0.15597% | \$ 201.19   |             |
|      | Co. Health & Mental Health | 0.24449% | \$ 315.37   |             |
|      | Conservation District      | 0.10150% | \$ 130.93   |             |
|      | Cooperative Extension      | 0.02382% | \$ 30.73    |             |
|      | County Tax                 | 0.95958% | \$ 1,237.78 |             |
|      | Hope- Welty Public Library | 0.17563% | \$ 226.55   |             |
|      | Oakley Cemetery            | 0.07954% | \$ 102.60   |             |
|      | Oakley Township            | 0.97425% | \$ 1,256.70 |             |
|      | Richland CC 537            | 0.43246% | \$ 557.84   |             |
|      | W-O Mul-TP Asmt            | 0.03945% | \$ 50.89    | Sum =       |
|      |                            | 7.54643% | \$ 9,734.24 | \$ 9,734.24 |

| 2011 | Tax Districts              | Tax Rate |              | Crosscheck   |
|------|----------------------------|----------|--------------|--------------|
|      | Cerro Gordo School #100    | 4.34194% | \$ 6,160.71  |              |
|      | Cerro Gordo Fire           | 0.15475% | \$ 219.57    |              |
|      | Co. Health & Mental Health | 0.24173% | \$ 342.99    |              |
|      | Conservation District      | 0.10127% | \$ 143.69    |              |
|      | Cooperative Extension      | 0.02376% | \$ 33.71     |              |
|      | County Tax                 | 0.95558% | \$ 1,355.86  |              |
|      | Hope- Welty Public Library | 0.17840% | \$ 253.13    |              |
|      | Oakley Cemetery            | 0.08000% | \$ 113.51    |              |
|      | Oakley Township            | 0.99691% | \$ 1,414.50  |              |
|      | Richland CC 537            | 0.47799% | \$ 678.21    |              |
|      | W-O Mul-TP Asmt            | 0.05103% | \$ 72.41     | Sum =        |
|      |                            | 7.60336% | \$ 10,788.28 | \$ 10,788.28 |

| 2012 | Tax Districts                | Tax Rate |              | Crosscheck   |
|------|------------------------------|----------|--------------|--------------|
|      | Cerro Gordo School #100      | 4.36420% | \$ 6,811.48  |              |
|      | Cerro Gordo Fire             | 0.15082% | \$ 235.39    |              |
|      | Co. Health & Mental Health   | 0.25260% | \$ 394.25    |              |
|      | Conservation District        | 0.10713% | \$ 167.20    |              |
|      | Cooperative Extension        | 0.02446% | \$ 38.18     |              |
|      | County Tax                   | 0.91349% | \$ 1,425.74  |              |
|      | Hope- Welty Public Library   | 0.17224% | \$ 268.83    |              |
|      | Oakley Cemetery              | 0.08000% | \$ 124.86    |              |
|      | Oakley Township              | 1.01977% | \$ 1,591.62  |              |
|      | Richland CC 537              | 0.48286% | \$ 753.63    |              |
|      | W-O Mul-TP Asmt              | 0.05113% | \$ 79.80     |              |
|      | Macon County Mosq. Abatement | 0.03319% | \$ 51.80     | Sum =        |
|      |                              | 7.65189% | \$ 11,942.78 | \$ 11,942.78 |

| 2013 | Tax Districts              | Tax Rate |   |
|------|----------------------------|----------|---|
|      | Cerro Gordo School #100    | \$       | - |
|      | Cerro Gordo Fire           | \$       | - |
|      | Co. Health & Mental Health | \$       | - |
|      | Conservation District      | \$       | - |
|      | Cooperative Extension      | \$       | - |
|      | County Tax                 | \$       | - |
|      | Hope- Welty Public Library | \$       | - |
|      | Oakley Cemetery            | \$       | - |
|      | Oakley Township            | \$       | - |
|      | Richland CC 537            | \$       | - |
|      | W-O Mul-TP Asmt            | \$       | - |

0.00000% \$ -

2014

Tax Districts

Tax Rate

Total Assessed Value:  
\$ 188,853.00

Cerro Gordo School #100  
Cerro Gordo Fire  
Co. Health & Mental Health  
Conservation District  
Cooperative Extension  
County Tax  
Hope- Welty Public Library  
Oakley Cemetary  
Oakley Township  
Richland CC 537  
W-O Mul-TP Asmt

\$ -  
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0.00000% \$ -

Oakley Silt Retention Basin Additional Tax/Use Calculation  
(529 Acres)

Prepared by: Christopher Siudy/a  
Erickson, Davis, Murphy, Johnson, and Walsh, Ltd.

|                           |              | Total Tax Paid (2006 to 2014) |                    |                    |                    |                    |                    |                    |             |             |                      |  |  |
|---------------------------|--------------|-------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|-------------|-------------|----------------------|--|--|
| Property                  | Acres        | 2006                          | 2007               | 2008               | 2009               | 2010               | 2011               | 2012               | 2013        | 2014        | Total Paid by Parcel |  |  |
| 14-13-03-200-006          | 67.41        | \$ 152.58                     | \$ 139.80          | \$ 148.78          | \$ 163.28          | \$ 157.74          | \$ 173.64          | \$ 190.54          | \$ -        | \$ -        | \$ 1,126.36          |  |  |
| 14-13-03-200-008          | 119.84       | \$ 458.98                     | \$ 467.10          | \$ 498.74          | \$ 549.64          | \$ 303.32          | \$ 336.12          | \$ 370.28          | \$ -        | \$ -        | \$ 2,984.18          |  |  |
| 14-13-02-100-001          | 53.2         | \$ 201.22                     | \$ 213.12          | \$ 227.62          | \$ 250.66          | \$ 99.08           | \$ 109.72          | \$ 120.92          | \$ -        | \$ -        | \$ 1,222.34          |  |  |
| 14-13-02-100-006          | 100          | \$ 486.84                     | \$ 526.16          | \$ 561.84          | \$ 618.82          | \$ 288.80          | \$ 320.04          | \$ 352.68          | \$ -        | \$ -        | \$ 3,155.18          |  |  |
| 14-13-02-100-004          | 35           | \$ 157.16                     | \$ 167.24          | \$ 178.54          | \$ 196.64          | \$ 124.22          | \$ 137.48          | \$ 151.70          | \$ -        | \$ -        | \$ 1,112.98          |  |  |
| 14-13-02-200-002          | 36.22        | \$ 166.06                     | \$ 172.16          | \$ 183.90          | \$ 202.54          | \$ 154.02          | \$ 170.54          | \$ 188.12          | \$ -        | \$ -        | \$ 1,237.34          |  |  |
| 14-13-02-200-003          | 15.5         | \$ 55.08                      | \$ 59.50           | \$ 63.64           | \$ 70.08           | \$ 46.26           | \$ 51.26           | \$ 56.46           | \$ -        | \$ -        | \$ 402.28            |  |  |
| 14-13-02-200-013          | 59.03        | \$ 200.28                     | \$ 213.66          | \$ 228.14          | \$ 251.26          | \$ 68.98           | \$ 76.42           | \$ 84.20           | \$ -        | \$ -        | \$ 1,122.94          |  |  |
| <b>Total Paid by Year</b> | <b>486.2</b> | <b>\$ 1,878.20</b>            | <b>\$ 1,958.74</b> | <b>\$ 2,091.20</b> | <b>\$ 2,302.92</b> | <b>\$ 1,242.42</b> | <b>\$ 1,375.72</b> | <b>\$ 1,514.90</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ 12,363.60</b>  |  |  |

Oakley Silt Retention Basin Additional Tax/Use Calculation  
(529 Acres)

Prepared by: Christopher Studiyla  
Erickson, Davis, Murphy, Johnson, and Walsh, Ltd.

| 2006            |          | Tax Districts              |
|-----------------|----------|----------------------------|
|                 |          | Cerro Gordo School #100    |
|                 |          | Cerro Gordo Fire           |
|                 |          | Co. Health & Mental Health |
|                 |          | Conservation District      |
|                 |          | Cooperative Extension      |
|                 |          | County Tax                 |
|                 |          | Hope- Welty Public Library |
|                 |          | Oakley Cemetery            |
|                 |          | Oakley Township            |
|                 |          | Richland CC 537            |
|                 |          | W-O Mul-TP Asmt            |
| Total Tax Paid: | 1,878.20 |                            |
| \$              |          |                            |

| Tax Rate | Amount Received | Amount Calculated | Difference Owed to Taxing Body |
|----------|-----------------|-------------------|--------------------------------|
| 4.63109% | 1,113.61 \$     | 4,415.11 \$       | 3,301.51 \$                    |
| 0.18686% | 44.93 \$        | 178.15 \$         | 133.21 \$                      |
| 0.23207% | 55.80 \$        | 221.25 \$         | 165.44 \$                      |
| 0.10561% | 25.40 \$        | 100.68 \$         | 75.29 \$                       |
| 0.02589% | 6.23 \$         | 24.68 \$          | 18.46 \$                       |
| 0.94028% | 226.10 \$       | 896.43 \$         | 670.33 \$                      |
| 0.18434% | 44.33 \$        | 175.74 \$         | 131.42 \$                      |
| 0.08000% | 19.24 \$        | 76.27 \$          | 57.03 \$                       |
| 0.99929% | 240.29 \$       | 952.69 \$         | 712.39 \$                      |
| 0.38678% | 93.01 \$        | 368.74 \$         | 275.74 \$                      |
| 0.03855% | 9.27 \$         | 36.75 \$          | 27.48 \$                       |
| 7.81076% | 1,878.20 \$     | 7,446.50 \$       | 5,568.30 \$                    |

| 2007            |          | Tax Districts              |
|-----------------|----------|----------------------------|
|                 |          | Cerro Gordo School #100    |
|                 |          | Cerro Gordo Fire           |
|                 |          | Co. Health & Mental Health |
|                 |          | Conservation District      |
|                 |          | Cooperative Extension      |
|                 |          | County Tax                 |
|                 |          | Hope- Welty Public Library |
|                 |          | Oakley Cemetery            |
|                 |          | Oakley Township            |
|                 |          | Richland CC 537            |
|                 |          | W-O Mul-TP Asmt            |
| Total Tax Paid: | 1,958.74 |                            |
| \$              |          |                            |

| Tax Rate | Amount Received | Amount Calculated | Difference Owed to Taxing Body |
|----------|-----------------|-------------------|--------------------------------|
| 4.53907% | 1,156.84 \$     | 4,398.94 \$       | 3,242.10 \$                    |
| 0.17622% | 44.91 \$        | 170.78 \$         | 125.87 \$                      |
| 0.23179% | 59.07 \$        | 224.63 \$         | 165.56 \$                      |
| 0.10349% | 26.38 \$        | 100.30 \$         | 73.92 \$                       |
| 0.02459% | 6.27 \$         | 23.83 \$          | 17.56 \$                       |
| 0.94681% | 241.31 \$       | 917.58 \$         | 676.27 \$                      |
| 0.18164% | 46.29 \$        | 176.03 \$         | 129.74 \$                      |
| 0.07889% | 20.11 \$        | 76.45 \$          | 56.35 \$                       |
| 0.97112% | 247.50 \$       | 941.14 \$         | 693.64 \$                      |
| 0.39411% | 100.44 \$       | 381.94 \$         | 281.50 \$                      |
| 0.03775% | 9.62 \$         | 36.58 \$          | 26.96 \$                       |
| 7.68548% | 1,958.74 \$     | 7,448.21 \$       | 5,489.47 \$                    |

| 2008            |          | Tax Districts              |
|-----------------|----------|----------------------------|
|                 |          | Cerro Gordo School #100    |
|                 |          | Cerro Gordo Fire           |
|                 |          | Co. Health & Mental Health |
|                 |          | Conservation District      |
|                 |          | Cooperative Extension      |
|                 |          | County Tax                 |
|                 |          | Hope- Welty Public Library |
|                 |          | Oakley Cemetery            |
|                 |          | Oakley Township            |
|                 |          | Richland CC 537            |
| Total Tax Paid: | 2,091.20 |                            |
| \$              |          |                            |

| Tax Rate | Amount Received | Amount Calculated | Difference Owed to Taxing Body |
|----------|-----------------|-------------------|--------------------------------|
| 4.33112% | 1,214.06 \$     | 4,617.15 \$       | 3,403.09 \$                    |
| 0.16927% | 47.45 \$        | 180.45 \$         | 133.00 \$                      |
| 0.24579% | 68.90 \$        | 262.02 \$         | 193.12 \$                      |
| 0.10264% | 28.77 \$        | 109.42 \$         | 80.65 \$                       |
| 0.02394% | 6.71 \$         | 25.52 \$          | 18.81 \$                       |
| 0.93697% | 262.64 \$       | 998.85 \$         | 736.21 \$                      |
| 0.17971% | 50.37 \$        | 191.58 \$         | 141.20 \$                      |
| 0.07841% | 21.98 \$        | 83.59 \$          | 61.61 \$                       |
| 0.96061% | 269.27 \$       | 1,024.05 \$       | 754.78 \$                      |
| 0.39429% | 110.52 \$       | 420.33 \$         | 309.81 \$                      |

Oakley Silt Retention Basin Additional Tax/Use Calculation  
(529 Acres)

Book: 4349 Page: 331  
Amounts Owed to Each Body

W-O Mul-TP Asmt

0.03756% \$  
7.46031% \$

10.53 \$  
2,091.20 \$

40.04 \$  
7,952.99 \$  
29.51  
5,861.79

| 2009 |                 | Tax Districts              |
|------|-----------------|----------------------------|
|      |                 | Cerro Gordo School #100    |
|      |                 | Cerro Gordo Fire           |
|      |                 | Co. Health & Mental Health |
|      |                 | Conservation District      |
|      |                 | Cooperative Extension      |
|      |                 | County Tax                 |
|      |                 | Hope- Welty Public Library |
|      |                 | Oakley Cemetery            |
|      |                 | Oakley Township            |
|      |                 | Richland CC 537            |
|      |                 | W-O Mul-TP Asmt            |
|      | Total Tax Paid: | 2,302.92                   |
|      | \$              |                            |

| Tax Rate | Amount Received | Amount Calculated | Difference Owed to Taxing Body |
|----------|-----------------|-------------------|--------------------------------|
| 4.36051% | 1,344.13 \$     | 5,113.28 \$       | 3,769.16                       |
| 0.15959% | 49.19 \$        | 187.14 \$         | 137.95                         |
| 0.24488% | 75.48 \$        | 287.15 \$         | 211.67                         |
| 0.10019% | 30.88 \$        | 117.49 \$         | 86.60                          |
| 0.02317% | 7.14 \$         | 27.17 \$          | 20.03                          |
| 0.95288% | 293.73 \$       | 1,117.38 \$       | 823.65                         |
| 0.17933% | 55.28 \$        | 210.29 \$         | 155.01                         |
| 0.07685% | 23.69 \$        | 90.12 \$          | 66.43                          |
| 0.94157% | 290.24 \$       | 1,104.12 \$       | 813.88                         |
| 0.39467% | 121.66 \$       | 462.80 \$         | 341.15                         |
| 0.03731% | 11.50 \$        | 43.75 \$          | 32.25                          |
| 7.47095% | 2,302.92 \$     | 8,760.69 \$       | 6,457.77                       |

| 2010 |                 | Tax Districts              |
|------|-----------------|----------------------------|
|      |                 | Cerro Gordo School #100    |
|      |                 | Cerro Gordo Fire           |
|      |                 | Co. Health & Mental Health |
|      |                 | Conservation District      |
|      |                 | Cooperative Extension      |
|      |                 | County Tax                 |
|      |                 | Hope- Welty Public Library |
|      |                 | Oakley Cemetery            |
|      |                 | Oakley Township            |
|      |                 | Richland CC 537            |
|      |                 | W-O Mul-TP Asmt            |
|      | Total Tax Paid: | 1,242.42                   |
|      | \$              |                            |

| Tax Rate | Amount Received | Amount Calculated | Difference Owed to Taxing Body |
|----------|-----------------|-------------------|--------------------------------|
| 4.35974% | 717.77 \$       | 5,623.69 \$       | 4,905.91                       |
| 0.15597% | 25.68 \$        | 201.19 \$         | 175.51                         |
| 0.24449% | 40.25 \$        | 315.37 \$         | 275.12                         |
| 0.10150% | 16.71 \$        | 130.93 \$         | 114.22                         |
| 0.02382% | 3.92 \$         | 30.73 \$          | 26.80                          |
| 0.95958% | 157.98 \$       | 1,237.78 \$       | 1,079.79                       |
| 0.17563% | 28.92 \$        | 226.55 \$         | 197.63                         |
| 0.07954% | 13.10 \$        | 102.60 \$         | 89.50                          |
| 0.97425% | 160.40 \$       | 1,256.70 \$       | 1,096.30                       |
| 0.43246% | 71.20 \$        | 557.84 \$         | 486.64                         |
| 0.03945% | 6.49 \$         | 50.89 \$          | 44.39                          |
| 7.54643% | 1,242.42 \$     | 9,734.24 \$       | 8,491.82                       |

| 2011 |                 | Tax Districts              |
|------|-----------------|----------------------------|
|      |                 | Cerro Gordo School #100    |
|      |                 | Cerro Gordo Fire           |
|      |                 | Co. Health & Mental Health |
|      |                 | Conservation District      |
|      |                 | Cooperative Extension      |
|      | Total Tax Paid: | 1,375.22                   |
|      | \$              |                            |

| Tax Rate | Amount Received | Amount Calculated | Difference Owed to Taxing Body |
|----------|-----------------|-------------------|--------------------------------|
| 4.34194% | 785.32 \$       | 6,160.71 \$       | 5,375.38                       |
| 0.15475% | 27.99 \$        | 219.57 \$         | 191.58                         |
| 0.24173% | 43.72 \$        | 342.99 \$         | 299.27                         |
| 0.10127% | 18.32 \$        | 143.69 \$         | 125.37                         |
| 0.02376% | 4.30 \$         | 33.71 \$          | 29.42                          |

**Oakley Silt Retention Basin Additional Tax/Use Calculation  
(529 Acres)**

|                 |           |                 |           |                  |           |                 |
|-----------------|-----------|-----------------|-----------|------------------|-----------|-----------------|
| 0.95558%        | \$        | 172.84          | \$        | 1,355.86         | \$        | 1,183.02        |
| 0.17840%        | \$        | 32.27           | \$        | 253.13           | \$        | 220.86          |
| 0.08000%        | \$        | 14.47           | \$        | 113.51           | \$        | 99.04           |
| 0.99691%        | \$        | 180.31          | \$        | 1,414.50         | \$        | 1,234.19        |
| 0.47799%        | \$        | 86.45           | \$        | 678.21           | \$        | 591.76          |
| 0.05103%        | \$        | 9.23            | \$        | 72.41            | \$        | 63.18           |
| <u>7.60336%</u> | <u>\$</u> | <u>1,375.22</u> | <u>\$</u> | <u>10,788.28</u> | <u>\$</u> | <u>9,413.07</u> |

|                        |                                                                                                                                                                                                                                                                              |
|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Tax Districts</b>   | Cerro Gordo School #100<br>Cerro Gordo Fire<br>Co. Health & Mental Health<br>Conservation District<br>Cooperative Extension<br>County Tax<br>Hope- Welty Public Library<br>Oakley Cemetery<br>Oakley Township<br>Richland CC 537<br>W-O Mul-TP Asmt<br>Macon Mosq. Abatement |
| <b>Total Tax Paid:</b> | \$ 1,514.90                                                                                                                                                                                                                                                                  |

| Tax Rate    | Amount Received | Amount Calculated | Difference Owed to Taxing Body |
|-------------|-----------------|-------------------|--------------------------------|
| 4.36420% \$ | 864.01 \$       | 6,811.48 \$       | 5,947.46                       |
| 0.15082% \$ | 29.86 \$        | 235.39 \$         | 205.54                         |
| 0.25260% \$ | 50.01 \$        | 394.25 \$         | 344.24                         |
| 0.10713% \$ | 21.21 \$        | 167.20 \$         | 146.00                         |
| 0.02446% \$ | 4.84 \$         | 38.18 \$          | 33.33                          |
| 0.91349% \$ | 180.85 \$       | 1,425.74 \$       | 1,244.89                       |
| 0.17224% \$ | 34.10 \$        | 268.83 \$         | 234.73                         |
| 0.08000% \$ | 15.84 \$        | 124.86 \$         | 109.02                         |
| 1.01977% \$ | 201.89 \$       | 1,591.62 \$       | 1,389.73                       |
| 0.48286% \$ | 95.60 \$        | 753.63 \$         | 658.03                         |
| 0.05113% \$ | 10.12 \$        | 79.80 \$          | 69.68                          |
| 0.03319% \$ | 6.57 \$         | 51.80 \$          | 45.23                          |
| 7.65189% \$ | 1,514.90 \$     | 11,942.78 \$      | 10,427.88                      |

|                      |                            |
|----------------------|----------------------------|
| <u>Tax Districts</u> | Cerro Gordo School #100    |
|                      | Cerro Gordo Fire           |
|                      | Co. Health & Mental Health |
|                      | Conservation District      |
|                      | Cooperative Extension      |
|                      | County Tax                 |
|                      | Hope- Welty Public Library |
|                      | Oakley Cemetery            |
|                      | Oakley Township            |
|                      | Richland CC 537            |
|                      | W-O Mul-TP Asmt            |

| <u>Tax Rate</u> | <u>Amount Received</u> | <u>Amount Calculated</u> | <u>Difference Owed to Taxing Body</u> |
|-----------------|------------------------|--------------------------|---------------------------------------|
| \$              |                        |                          |                                       |
| \$              |                        |                          |                                       |
| \$              |                        |                          |                                       |
| \$              |                        |                          |                                       |
| \$              |                        |                          |                                       |
| \$              |                        |                          |                                       |
| \$              |                        |                          |                                       |
| \$              |                        |                          |                                       |
| \$              |                        |                          |                                       |
| \$              |                        |                          |                                       |
| 0.00000%        |                        |                          |                                       |

2014 Tax Districts

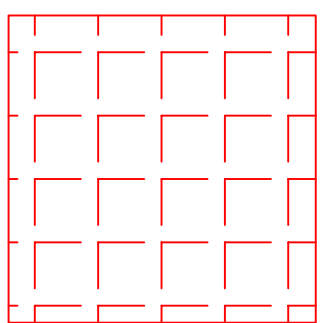
|      | <u>Amount Received</u> | <u>Amount Calculated</u> | <u>Difference Owed to Taxing Body</u> |
|------|------------------------|--------------------------|---------------------------------------|
| 1.   |                        |                          |                                       |
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| 97.  |                        |                          |                                       |
| 98.  |                        |                          |                                       |
| 99.  |                        |                          |                                       |
| 100. |                        |                          |                                       |

Oakley Silt Retention Basin Additional Tax/Use Calculation  
(529 Acres)

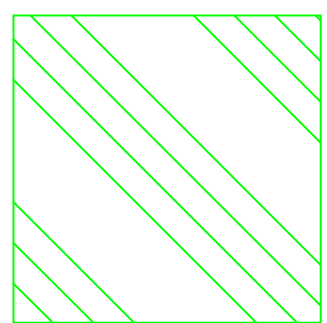
|                 |                            |
|-----------------|----------------------------|
|                 | Cerro Gordo School #100    |
|                 | Cerro Gordo Fire           |
|                 | Co. Health & Mental Health |
|                 | Conservation District      |
|                 | Cooperative Extension      |
|                 | County Tax                 |
|                 | Hope- Welty Public Library |
|                 | Oakley Cemetery            |
|                 | Oakley Township            |
|                 | Richland CC 537            |
|                 | W-O Mul-TP Asmt            |
| Total Tax Paid: |                            |
| \$              | -                          |

|          |    |
|----------|----|
| \$       | -  |
| \$       | -  |
| \$       | -  |
| \$       | -  |
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| \$       | -  |
| 0.00000% | \$ |



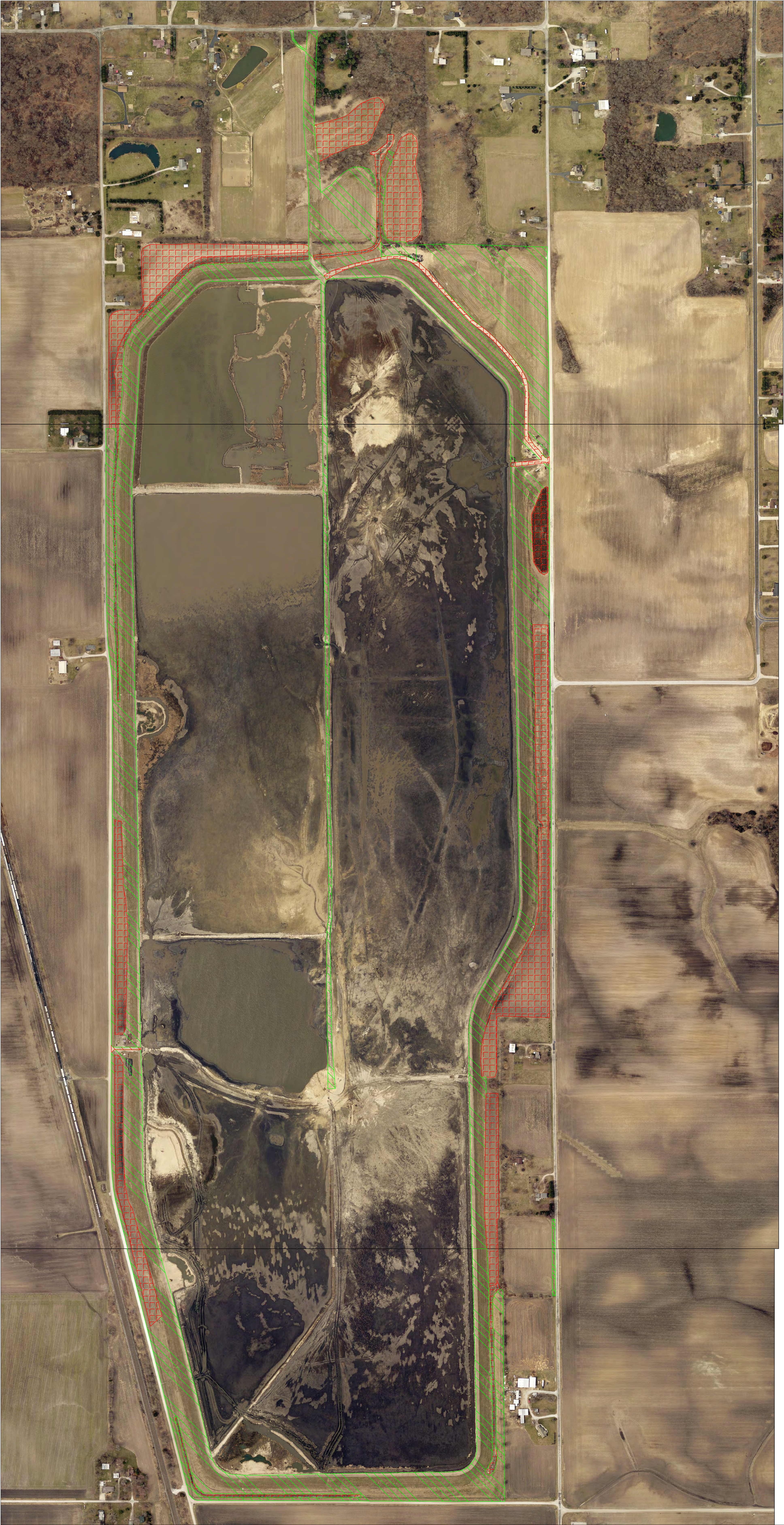


HATCHED AREA DOES  
NOT NEED MOWED

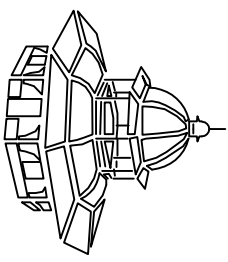


HATCHED AREA  
NEEDS MOWED

NOTE 1. APPROXIMATELY 83.12 ACRES  
IN THE GREEN HATCHED AREA.



# MOWING LOCATIONS FOR THE OAKLEY SEDIMENT BASIN



CITY OF DECATUR  
ENGINEERING DIVISION

EXISTING

SCALE: 1" = 250'

1 SHEETS  
SHEET  
1



**SUBJECT:** Treasurer's Financial Report

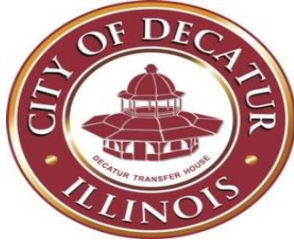
**ATTACHMENTS:**

| Description      | Type       |
|------------------|------------|
| Letter           | Cover Memo |
| Financial report | Cover Memo |

### ***Treasurer's Financial Report***

*The letter to the financial report will be made available to Council subsequent to publication of the Council May 18 agenda material, and before the close of business on Friday May 15.*





***Fiscal Year 2020***

***Fiscal Period Ending April 2020***

## ***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: April 2020**

| <i>Fund</i> | <i>Fund Name</i>                                            | <i>Opening Cash &amp; 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 &amp; Investments</i> | <i>Interfund Loans (Borrowing)</i> |
|-------------|-------------------------------------------------------------|---------------------------------------|-----------------|----------------------|-------------------------------------|-----------------------------|----------------------------|--------------------|-------------------------------------|------------------------------------|
| 10          | <b>General Fund</b><br>GENERAL FUND                         | 9,688,689.17                          | 4,594,600.80    | 6,341,982.36         | (9,033.41)                          |                             | 7,932,274.20               |                    | 7,932,274.20                        | 0.00                               |
| 17          | <b>Special Revenue Funds</b><br>HOME FUND                   | 64,681.55                             | 2,289.49        | 1,292.06             | 0.00                                |                             | 65,678.98                  |                    | 65,678.98                           |                                    |
| 18          | CDBG FUND                                                   | 9,295.76                              | 128,540.89      | 128,317.51           | 0.00                                |                             | 9,519.14                   |                    | 9,519.14                            |                                    |
| 22          | DUATS FUND                                                  | 48,201.58                             | 1.65            | 152.46               | 0.00                                |                             | 48,050.77                  |                    | 48,050.77                           |                                    |
| 25          | STATE DRUG ENFORCEMENT                                      | 216,717.08                            | 3.03            | 22,505.10            | 0.00                                |                             | 194,215.01                 |                    | 194,215.01                          |                                    |
| 26          | DUI FINES AND FEES FUND                                     | 223,169.42                            | 4,883.60        | 675.70               | 0.00                                |                             | 227,377.32                 |                    | 227,377.32                          |                                    |
| 27          | POLICE LAB & PROGRAMS                                       | 210,465.78                            | 7.19            | 19.20                | 0.00                                |                             | 210,453.77                 |                    | 210,453.77                          |                                    |
| 30          | FEDERAL DRUG ENFORCEMENT                                    | 129,770.95                            | 4.44            | 0.00                 | 0.00                                |                             | 129,775.39                 |                    | 129,775.39                          |                                    |
| 34          | BUILDING FUND                                               | 733,418.85                            | 47,937.18       | 333,937.00           | 0.00                                |                             | 447,419.03                 |                    | 447,419.03                          |                                    |
| 35          | LIBRARY FUND                                                | 712,219.34                            | 121,979.25      | 382,653.86           | 0.00                                |                             | 451,544.73                 |                    | 451,544.73                          |                                    |
| 36          | MUNICIPAL BAND FUND                                         | 36,231.54                             | 1,058.00        | 213.00               | 0.00                                |                             | 37,076.54                  |                    | 37,076.54                           |                                    |
| 37          | FOREIGN FIRE INSURANCE FUND                                 | 168,039.65                            | 75.58           | 11,422.61            | 0.00                                |                             | 156,692.62                 |                    | 156,692.62                          |                                    |
| 42          | LOCAL STREETS & ROADS                                       | 1,719,366.52                          | 127,258.70      | 12,642.68            | 0.00                                |                             | 1,833,982.54               |                    | 1,833,982.54                        |                                    |
| 46          | MOTOR FUEL TAX FUND                                         | 1,912,952.26                          | 244,133.90      | 1,125,208.06         | 0.00                                |                             | 1,031,878.10               |                    | 1,031,878.10                        |                                    |
| 58          | LIBRARY CAPITAL                                             | 331,956.43                            | 11.35           | 0.00                 | 0.00                                |                             | 331,967.78                 |                    | 331,967.78                          |                                    |
| 59          | LIBRARY TRUST FUNDS                                         | 196,557.18                            | 6.67            | 3,000.36             | 0.00                                |                             | 193,563.49                 |                    | 193,563.49                          |                                    |
| 82          | DCDF FUND                                                   | 139,564.77                            | 1,357.80        | 85.32                | 0.00                                |                             | 140,837.25                 |                    | 140,837.25                          |                                    |
| 84          | COMMUNITY REVITALIZATION                                    | 608,958.72                            | 1,134,015.16    | 2,450.00             | 0.00                                |                             | 1,740,523.88               |                    | 1,740,523.88                        |                                    |
| 85          | GRANT FUND                                                  | 0.00                                  | 0.00            | 0.00                 | 0.00                                |                             | 0.00                       |                    | 0.00                                |                                    |
|             | <b>Total Special Revenue Funds</b>                          | 7,461,567.38                          | 1,813,563.88    | 2,024,574.92         | 0.00                                | 0.00                        | 7,250,556.34               | 0.00               | 7,250,556.34                        | 0.00                               |
| 19          | <b>TIF &amp; Redevelopment Funds</b><br>OLDE TOWNE TIF FUND | 79,674.93                             | 2.72            | 0.00                 | 0.00                                |                             | 79,677.65                  |                    | 79,677.65                           |                                    |
| 20          | SE PLAZA TIF FUND                                           | 8,703.47                              | 8,580.44        | 0.00                 | 0.00                                |                             | 17,283.91                  |                    | 17,283.91                           |                                    |
| 21          | WABASH CROSSING TIF                                         | 828,651.15                            | 28.33           | 0.00                 | 0.00                                |                             | 828,679.48                 |                    | 828,679.48                          |                                    |
| 23          | EASTGATE TIF FUND                                           | 300,481.49                            | 17,070.56       | 0.00                 | 0.00                                |                             | 317,552.05                 |                    | 317,552.05                          |                                    |
| 24          | SOUTHSIDE TIF FUND                                          | 90,034.91                             | 3.08            | 0.00                 | 0.00                                |                             | 90,037.99                  |                    | 90,037.99                           |                                    |
| 28          | PINES SHOPPING CENTER TIF                                   | 2,683.09                              | 2,530.13        | 0.00                 | 0.00                                |                             | 5,213.22                   |                    | 5,213.22                            |                                    |
| 29          | GRAND & OAKLAND TIF                                         | 5,741.33                              | 5,480.29        | 0.00                 | 0.00                                |                             | 11,221.62                  |                    | 11,221.62                           |                                    |
|             | <b>Total TIF &amp; Redevelpmnt Funds</b>                    | 1,315,970.37                          | 33,695.55       | 0.00                 | 0.00                                | 0.00                        | 1,349,665.92               | 0.00               | 1,349,665.92                        | 0.00                               |
| 40          | <b>Capital Funds</b><br>PEG CAPITAL FUND                    | 97,294.48                             | 3,368.43        | 21,943.17            | 0.00                                |                             | 78,719.74                  |                    | 78,719.74                           |                                    |
| 44          | 2018 PROJECT FUND                                           | 5,945,198.72                          | 6,984.29        | 28,578.30            | 0.00                                |                             | 951,713.84                 | 4,971,890.87       | 5,923,604.71                        |                                    |
| 45          | CAPITAL PROJECT FUND                                        | 100,106.77                            | 3.34            | 5,000.00             | 0.00                                |                             | 95,110.11                  |                    | 95,110.11                           | (1,681,816.00)                     |
| 61          | EQUIPMENT REPLACEMENT                                       | 895,719.35                            | 58.85           | 103,578.43           | 0.00                                |                             | 792,199.77                 |                    | 792,199.77                          |                                    |
|             | <b>Total Capital Funds</b>                                  | 7,038,319.32                          | 10,414.91       | 159,099.90           | 0.00                                | 0.00                        | 1,917,743.46               | 4,971,890.87       | 6,889,634.33                        | (1,681,816.00)                     |



**City of Decatur**  
**Treasurer's Cash Report**

**Month of: April 2020**

| <i>Fund</i>             | <i>Fund Name</i>                                          | <i>Opening Cash &amp; 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 &amp; Investments</i> | <i>Interfund Loans (Borrowing)</i> |
|-------------------------|-----------------------------------------------------------|---------------------------------------|-----------------|----------------------|-------------------------------------|-----------------------------|----------------------------|--------------------|-------------------------------------|------------------------------------|
| 50                      | <b>Debt Fund</b><br>DEBT FUND                             | 217,265.24                            | 31,164.96       | 0.00                 | 0.00                                |                             | 248,430.20                 |                    | 248,430.20                          | 0.00                               |
| 60                      | <b>Internal Service Funds</b><br>FLEET MAINTENANCE        | 294,438.83                            | 222,058.68      | 198,877.45           | 0.00                                |                             | 317,620.06                 |                    | 317,620.06                          |                                    |
| 64                      | RISK MANAGEMENT                                           | 2,043,658.54                          | 275,074.11      | 143,275.86           | 0.00                                |                             | 2,175,456.79               |                    | 2,175,456.79                        |                                    |
| 65                      | INSURANCE FUND                                            | 2,462,143.72                          | 1,206,156.02    | 767,281.30           | 0.00                                |                             | 2,901,018.44               |                    | 2,901,018.44                        |                                    |
|                         | <b>Total Internal Service Funds</b>                       | 4,800,241.09                          | 1,703,288.81    | 1,109,434.61         | 0.00                                | 0.00                        | 5,394,095.29               | 0.00               | 5,394,095.29                        | 0.00                               |
| 70                      | <b>Enterprise Funds</b><br>MASS TRANSIT -OPERATION        | 1,526,744.01                          | 970.98          | 601,538.04           | 0.00                                |                             | 926,176.95                 |                    | 926,176.95                          |                                    |
| 77                      | FIBER OPTICS                                              | 112,675.86                            | 453.81          | 3,000.00             | 0.00                                |                             | 110,129.67                 |                    | 110,129.67                          |                                    |
| 78                      | STORM WATER                                               | 2,788,874.17                          | 169,452.78      | 71,876.59            | 0.00                                |                             | 2,886,450.36               |                    | 2,886,450.36                        |                                    |
| 79                      | SEWER FUND                                                | 10,430,379.35                         | 1,346,814.39    | 1,875,792.98         | 0.00                                |                             | 9,901,400.76               |                    | 9,901,400.76                        |                                    |
| 80                      | WATER FUND                                                | 1,635,164.11                          | 2,354,753.25    | 1,235,623.66         | 18,889.47                           |                             | 2,773,183.17               |                    | 2,773,183.17                        |                                    |
| 81                      | WATER CAPITAL                                             | 3,324,468.28                          | 540.83          | 5,774.53             | 0.00                                |                             | 3,319,234.58               |                    | 3,319,234.58                        | 1,681,816.00                       |
| 86                      | WATER DEBT                                                | 12,500,000.00                         | 0.00            | 0.00                 | 0.00                                |                             | 12,500,000.00              |                    | 12,500,000.00                       |                                    |
| 88                      | RECYCLING PROGRAM                                         | 127,553.38                            | 60,732.98       | 54,413.65            | 0.00                                |                             | 133,872.71                 |                    | 133,872.71                          |                                    |
| 89                      | WATER BOND                                                | 371,534.99                            | 12.70           | 0.00                 | 0.00                                |                             | 371,547.69                 |                    | 371,547.69                          |                                    |
|                         | <b>Total Enterprise Funds</b>                             | 32,817,394.15                         | 3,933,731.72    | 3,848,019.45         | 18,889.47                           | 0.00                        | 32,921,995.89              | 0.00               | 32,921,995.89                       | 1,681,816.00                       |
| 90                      | <b>Trust &amp; Agency Funds</b><br>FIRE PENSION FUND CASH | 97,980.25                             | 176,667.59      | 716,648.97           | 0.00                                | 500,000.00                  | 57,998.87                  |                    | 57,998.87                           |                                    |
| 90                      | FIRE PENSION INVESTMENTS                                  | 71,749,303.63                         | 41,738.87       | 50,751.72            | 0.00                                | (500,000.00)                |                            | 71,240,290.78      | 71,240,290.78                       |                                    |
|                         | TOTAL FIRE PENSION                                        | 71,847,283.88                         | 218,406.46      | 767,400.69           | 0.00                                | 0.00                        | 57,998.87                  | 71,240,290.78      | 71,298,289.65                       |                                    |
| 91                      | POLICE PENSION FUND CASH                                  | 959,066.59                            | 212,184.20      | 752,873.94           | 0.00                                |                             | 418,376.85                 |                    | 418,376.85                          |                                    |
| 91                      | POLICE PENSION INVESTMENTS                                | 98,175,553.93                         | (67,551.05)     | (1,288.63)           | 0.00                                |                             |                            | 98,109,291.51      | 98,109,291.51                       |                                    |
|                         | TOTAL FIRE PENSION                                        | 99,134,620.52                         | 144,633.15      | 751,585.31           | 0.00                                | 0.00                        | 418,376.85                 | 98,109,291.51      | 98,527,668.36                       |                                    |
|                         | <b>Total Trust &amp; Agency Funds</b>                     | 170,981,904.40                        | 363,039.61      | 1,518,986.00         | 0.00                                | 0.00                        | 476,375.72                 | 99,882,194.95      | 169,825,958.01                      | 0.00                               |
|                         | <b>Total City Funds</b>                                   | 234,321,351.12                        | 12,483,500.24   | 15,002,097.24        | 9,856.06                            | 0.00                        | 57,491,137.02              | 104,854,085.82     | 231,812,610.18                      | 0.00                               |
| <b>Memorandum Items</b> |                                                           |                                       |                 |                      |                                     |                             |                            |                    |                                     |                                    |
|                         | <b>Pooled Cash Investments</b>                            | 0.00                                  | 0.00            | 0.00                 | 0.00                                | 0.00                        | 0.00                       | 10,511,089.15      | 10,511,089.15                       |                                    |
|                         | <b>City Funds ex Trust &amp; Agency</b>                   | 63,339,446.72                         | 12,120,460.63   | 13,483,111.24        | 9,856.06                            | 0.00                        | 57,014,761.30              | 15,482,980.02      | 61,986,652.17                       | 0.00                               |

**City of Decatur**  
**Monthly Fund Balance History**

**Period Ending: April 2020**

| <u>Fund</u>         | <u>Year</u> | <u>JAN</u> | <u>FEB</u> | <u>MAR</u> | <u>APR</u> | <u>MAY</u> | <u>JUN</u> | <u>JUL</u> | <u>AUG</u> | <u>SEP</u> | <u>OCT</u> | <u>NOV</u> | <u>DEC</u> |
|---------------------|-------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| 10 General          | 2018        | 5,066,069  | 6,185,096  | 6,779,372  | 6,627,214  | 6,617,971  | 7,183,136  | 7,087,728  | 7,699,920  | 8,289,094  | 6,711,578  | 6,015,050  | 5,195,823  |
|                     | 2019        | 6,482,379  | 7,562,036  | 7,322,260  | 7,212,146  | 7,656,151  | 7,851,747  | 7,452,516  | 8,031,145  | 8,500,532  | 7,629,111  | 8,267,828  | 8,339,798  |
|                     | 2020        | 8,296,671  | 9,275,978  | 9,688,689  | 7,932,274  |            |            |            |            |            |            |            |            |
| 12 Econonic Develop | 2018        | 289,208    | 296,382    | 317,833    | 191,284    | 181,475    | 201,914    | 222,225    | 208,341    | 236,589    | 130,686    | 143,267    | 102,887    |
|                     | 2019        | 108,548    | 79,069     | 39,032     | 34,670     | 29,388     | (8,300)    | 7,473      | 476,484    | (14,818)   | (16,848)   | (56,290)   | -          |
| 17 HOME             | 2018        | 85,812     | 85,841     | 87,505     | 94,274     | 97,348     | 97,312     | 49,364     | 49,716     | 53,697     | 55,227     | 56,264     | 57,267     |
|                     | 2019        | 56,988     | 67,392     | 53,424     | 54,544     | 55,535     | 68,928     | 70,396     | 71,451     | 76,144     | 81,445     | 82,254     | 77,286     |
|                     | 2020        | 58,171     | 63,167     | 64,682     | 65,679     |            |            |            |            |            |            |            |            |
| 18 CDBG             | 2018        | 3,435      | 5,393      | (2,750)    | 5,552      | 14,421     | (3,934)    | (197,646)  | 6,138      | 6,138      | 6,529      | 6,540      | 6,164      |
|                     | 2019        | 5,824      | 5,824      | (452)      | 7,446      | 4,629      | 238        | (197,495)  | (200,500)  | (203,009)  | 8,604      | 8,789      | 6,256      |
|                     | 2020        | 6,590      | 9,041      | 9,296      | 9,519      |            |            |            |            |            |            |            |            |
| 19 Olde Towne TIF   | 2018        | 12,398     | 12,398     | 12,399     | 12,645     | 89,284     | (169,380)  | 307,092    | 307,171    | 273,937    | 655,040    | 655,507    | 1,691      |
|                     | 2019        | (99,371)   | (99,371)   | (99,371)   | (99,371)   | (99,371)   | (356,181)  | 526,910    | 527,364    | 998,764    | 983,459    | 984,157    | 78,883     |
|                     | 2020        | 78,936     | 78,987     | 79,675     | 79,678     |            |            |            |            |            |            |            |            |
| 20 Southeast TIF    | 2018        | 36,536     | 45,837     | 52,761     | 62,218     | 71,582     | 80,944     | 268,906    | 275,378    | 284,739    | 435,012    | 444,210    | 453,345    |
|                     | 2019        | 29,054     | 38,381     | 9,069      | 18,117     | 27,124     | 14,005     | 143,278    | 651        | 163,887    | 172,925    | 988        | 10,854     |
|                     | 2020        | 19,444     | 17         | 8,703      | 17,284     |            |            |            |            |            |            |            |            |
| 21 Wabash TIF       | 2018        | 155,441    | 155,445    | 155,453    | 155,647    | 155,735    | 102,781    | 375,308    | 375,405    | 375,487    | 521,134    | 521,526    | 307,126    |
|                     | 2019        | 448,978    | 449,339    | 449,686    | 450,406    | 451,035    | 400,981    | 476,653    | 477,064    | 547,716    | 548,268    | 548,658    | 826,410    |
|                     | 2020        | 826,965    | 827,504    | 828,651    | 828,679    |            |            |            |            |            |            |            |            |
| 22 DUATS            | 2018        | 60,327     | 62,432     | 62,435     | 62,093     | 62,122     | 61,671     | 61,585     | 61,600     | 61,335     | 61,307     | 60,436     | 60,366     |
|                     | 2019        | 62,049     | 61,694     | 62,705     | 62,603     | 62,467     | 62,316     | 60,709     | 47,815     | 33,055     | 33,092     | 32,805     | 335        |
|                     | 2020        | 335        | 63,201     | 48,202     | 48,051     |            |            |            |            |            |            |            |            |
| 23 East Gate TIF    | 2018        | 50,963     | 67,572     | 17,128     | 33,965     | 50,792     | 67,753     | 170,291    | 33,278     | 49,487     | 170        | 16,981     | 33,792     |
|                     | 2019        | 50,128     | 66,374     | 16,894     | 33,717     | 50,557     | 67,393     | 171,917    | 188,862    | 215,295    | 232,296    | 229,159    | 246,771    |
|                     | 2020        | 264,003    | 282,998    | 300,481    | 317,552    |            |            |            |            |            |            |            |            |
| 24 Southside TIF    | 2018        | 50,503     | 50,504     | 50,506     | 50,556     | 50,581     | 50,604     | 68,488     | 68,506     | 68,521     | 70,635     | 70,695     | 70,740     |
|                     | 2019        | 70,805     | 60,473     | 60,520     | 60,617     | 60,702     | 60,749     | 89,225     | 89,302     | 89,420     | 89,509     | 89,572     | 89,773     |
|                     | 2020        | 89,833     | 89,892     | 90,035     | 90,038     |            |            |            |            |            |            |            |            |
| 25 State Drug       | 2018        | 718,866    | 606,758    | 635,136    | 686,201    | 813,877    | 783,713    | 756,054    | 830,745    | 822,491    | 792,285    | 511,664    | 315,095    |
|                     | 2019        | 302,371    | 279,791    | 311,959    | 308,564    | 264,579    | 249,649    | 250,756    | 228,288    | 242,016    | 264,869    | 211,563    | 203,973    |
|                     | 2020        | 203,517    | 228,717    | 216,717    | 194,215    |            |            |            |            |            |            |            |            |
| 26 DUI              | 2018        | 185,059    | 190,813    | 188,665    | 191,823    | 196,075    | 205,632    | 211,998    | 211,937    | 205,924    | 193,799    | 196,688    | 170,717    |
|                     | 2019        | 175,872    | 181,317    | 187,218    | 197,245    | 206,709    | 215,014    | 218,032    | 217,959    | 223,592    | 229,262    | 232,596    | 234,223    |
|                     | 2020        | 229,507    | 211,043    | 223,169    | 227,377    |            |            |            |            |            |            |            |            |



**City of Decatur**  
**Monthly Fund Balance History**

**Period Ending: April 2020**

| <u>Fund</u>          | <u>Year</u> | <u>JAN</u> | <u>FEB</u> | <u>MAR</u> | <u>APR</u> | <u>MAY</u> | <u>JUN</u> | <u>JUL</u> | <u>AUG</u> | <u>SEP</u> | <u>OCT</u> | <u>NOV</u> | <u>DEC</u> |
|----------------------|-------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| 27 Police Lab        | 2018        | 62,737     | 59,399     | 59,426     | 51,749     | 61,263     | 60,503     | 57,586     | 56,294     | 56,209     | 56,865     | 220,823    | 219,501    |
|                      | 2019        | 219,812    | 219,935    | 220,305    | 208,768    | 209,028    | 209,567    | 209,737    | 209,628    | 210,090    | 209,279    | 209,528    | 209,519    |
|                      | 2020        | 209,760    | 210,051    | 210,466    | 210,454    |            |            |            |            |            |            |            |            |
| 28 Pines TIF         | 2018        | 102,387    | 105,050    | 2,679      | 5,374      | 8,047      | 10,719     | 49,532     | 53,129     | 55,801     | 91,359     | 93,794     | 96,217     |
|                      | 2019        | 99,019     | 101,760    | 2,549      | 4,956      | 7,354      | 11,845     | 49,119     | 50,383     | 87,700     | 90,152     | 93,114     | 95,937     |
|                      | 2020        | 98,532     | 97         | 2,683      | 5,213      |            |            |            |            |            |            |            |            |
| 29 Grand/Oakland TIF | 2018        | 183,957    | 188,901    | 4,974      | 9,976      | 14,940     | 19,903     | 88,796     | 84,477     | 89,436     | 151,430    | 156,079    | 160,708    |
|                      | 2019        | 165,894    | 170,969    | 4,841      | 9,442      | 14,031     | 15,130     | 81,859     | 84,296     | 151,101    | 152,919    | 155,301    | 161,288    |
|                      | 2020        | 166,878    | 165        | 5,741      | 11,222     |            |            |            |            |            |            |            |            |
| 30 Federal Drug      | 2018        | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | 121,547    | 118,042    |
|                      | 2019        | 136,918    | 134,226    | 129,334    | 122,041    | 122,151    | 134,762    | 131,991    | 131,004    | 134,012    | 132,419    | 132,513    | 132,149    |
|                      | 2020        | 132,237    | 129,723    | 129,771    | 129,775    |            |            |            |            |            |            |            |            |
| 33 Police Capital    | 2018        | 418,025    | 503,686    | 500,766    | 486,103    | 426,298    | 430,960    | 368,222    | 454,016    | 451,915    | 376,008    | 372,030    | 360,318    |
|                      | 2019        | 358,614    | 296,882    | 311,917    | 217,270    | 217,981    | 236,445    | 446,573    | 431,700    | 429,373    | 392,971    | 390,254    | -          |
| 34 Building          | 2018        | 160,525    | 175,997    | 188,383    | 205,249    | 211,212    | 222,791    | 254,281    | 244,770    | 236,593    | 257,619    | 180,349    | 114,165    |
|                      | 2019        | 158,797    | 151,686    | 156,799    | 171,427    | 189,116    | 204,665    | 195,113    | 207,472    | 221,600    | 65,421     | (179,607)  | 891,406    |
|                      | 2020        | 930,823    | 713,327    | 733,419    | 447,419    |            |            |            |            |            |            |            |            |
| 35 Library           | 2018        | 755,181    | 535,940    | 332,400    | 194,523    | (67,191)   | (293,324)  | 1,100,434  | 881,986    | 664,473    | 1,624,684  | 1,294,656  | 1,063,511  |
|                      | 2019        | 1,027,534  | 827,400    | 603,765    | 423,331    | 202,473    | (17,809)   | 1,392,329  | 1,181,417  | 1,970,149  | 1,736,720  | 1,488,252  | 1,362,863  |
|                      | 2020        | 1,174,592  | 947,971    | 712,219    | 451,545    |            |            |            |            |            |            |            |            |
| 36 Band              | 2018        | 29,008     | 28,751     | 29,408     | 30,090     | 19,938     | 6,952      | 20,998     | 450        | (4,943)    | 13,895     | 29,239     | 29,911     |
|                      | 2019        | 33,927     | 34,341     | 35,111     | 33,900     | 32,142     | 13,225     | 24,684     | 7,485      | 21,084     | 18,657     | 29,761     | 35,464     |
|                      | 2020        | 34,835     | 35,340     | 36,232     | 37,077     |            |            |            |            |            |            |            |            |
| 37 Foreign Fire Ins  | 2018        | -          | -          | -          | -          | -          | -          | -          | 172,235    | 172,235    | 165,827    | 315,584    | 227,610    |
|                      | 2019        | 215,510    | 202,420    | 194,396    | 169,866    | 141,199    | 137,676    | 133,004    | 127,768    | 120,338    | 259,795    | 244,646    | 210,564    |
|                      | 2020        | 199,066    | 180,822    | 168,040    | 156,693    |            |            |            |            |            |            |            |            |
| 40 PEG               | 2018        | 265,489    | 60,962     | 58,291     | 60,442     | 72,794     | 70,139     | 71,572     | 66,518     | 63,826     | 64,758     | 77,581     | 61,526     |
|                      | 2019        | 59,100     | 72,104     | 74,147     | 75,426     | 86,602     | 84,662     | 67,068     | 80,210     | 78,372     | 75,074     | 90,854     | 87,531     |
|                      | 2020        | 88,440     | 99,632     | 97,294     | 78,720     |            |            |            |            |            |            |            |            |
| 42 Local Streets     | 2018        | 2,139,422  | 1,702,245  | 1,823,404  | 1,956,905  | 2,100,125  | 2,254,394  | 2,408,144  | 1,982,131  | 2,141,560  | 2,255,966  | 2,407,963  | 2,494,146  |
|                      | 2019        | 2,649,551  | 2,182,487  | 2,320,390  | 2,472,400  | 2,625,608  | 2,762,097  | 3,155,021  | 2,710,536  | 2,684,192  | 2,751,803  | 2,918,646  | 2,001,070  |
|                      | 2020        | 2,154,047  | 1,701,201  | 1,719,367  | 1,833,983  |            |            |            |            |            |            |            |            |

**City of Decatur**  
**Monthly Fund Balance History**

**Period Ending: April 2020**

| <u>Fund</u>          | <u>Year</u> | <u>JAN</u> | <u>FEB</u> | <u>MAR</u> | <u>APR</u> | <u>MAY</u> | <u>JUN</u> | <u>JUL</u> | <u>AUG</u> | <u>SEP</u> | <u>OCT</u> | <u>NOV</u> | <u>DEC</u> |
|----------------------|-------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| 44 2018 Project      | 2018        | -          | -          | -          | -          | -          | -          | 8,673,497  | 8,493,686  | 8,485,808  | 8,437,538  | 8,395,357  | 8,379,081  |
|                      | 2019        | 8,302,118  | 8,157,047  | 8,156,028  | 8,005,691  | 8,030,861  | 7,840,396  | 7,620,196  | 7,378,090  | 7,422,472  | 6,747,802  | 6,747,710  | 6,343,397  |
|                      | 2020        | 6,153,751  | 6,151,614  | 5,945,199  | 5,923,605  |            |            |            |            |            |            |            |            |
| 45 Capital           | 2018        | 21,986     | 21,987     | 21,988     | 22,008     | 22,018     | 22,028     | 22,037     | 2,004,115  | 2,004,553  | 805,372    | 783,877    | 784,310    |
|                      | 2019        | 800,390    | 918,593    | 529,457    | 230,139    | 230,585    | 222,079    | 255,217    | 295,835    | 853,957    | 871,870    | 867,488    | 655,457    |
|                      | 2020        | 650,896    | 604,380    | 100,107    | 95,110     |            |            |            |            |            |            |            |            |
| 46 MFT               | 2018        | 1,881,296  | 1,977,681  | 2,067,250  | 2,120,578  | 2,248,622  | 2,343,409  | 2,418,098  | 2,537,798  | 2,623,091  | 1,669,522  | 1,306,990  | 1,388,590  |
|                      | 2019        | 1,535,917  | 1,605,343  | 1,691,937  | 1,790,003  | 1,880,347  | 2,059,890  | 2,118,186  | 1,884,455  | 2,036,387  | 2,134,759  | 1,807,708  | 1,727,301  |
|                      | 2020        | 1,997,793  | 1,611,088  | 1,912,952  | 1,031,878  |            |            |            |            |            |            |            |            |
| 47 Major Moves       | 2018        | 98,691     | 107,418    | 107,424    | 97,524     | 92,569     | 20,509     | 27,501     | 41,561     | 31,409     | (31,866)   | 26,043     | 444        |
|                      | 2019        | (25,208)   | (45,513)   | (39,015)   | 81,591     | 102,841    | (32,459)   | (119,019)  | 84,279     | 22,074     | -          | -          | -          |
| 49 Fire Capital      | 2018        | 165,148    | (86,170)   | 10,616     | 23,441     | (32,684)   | 829,379    | 821,636    | 678,688    | 872,919    | 888,399    | 804,081    | 613,687    |
|                      | 2019        | 643,711    | 562,070    | 599,369    | 381,629    | 382,265    | 396,141    | 407,070    | 420,279    | 389,061    | 262,720    | 264,695    | -          |
| 50 Debt              | 2018        | 739,116    | 67,688     | 88,280     | 109,470    | 130,285    | 92,259     | 656,769    | 723,551    | 585,487    | 1,203,768  | 1,223,715  | 987,082    |
|                      | 2019        | 1,059,523  | 116,000    | 131,360    | 141,413    | 157,611    | 106,612    | 1,132,526  | 869,733    | 1,559,115  | 1,576,328  | 1,591,702  | 1,385,237  |
|                      | 2020        | 1,417,335  | 184,845    | 217,265    | 248,430    |            |            |            |            |            |            |            |            |
| 58 Library Capital   | 2018        | 130,785    | 130,788    | 130,795    | 130,902    | 130,960    | 131,015    | 131,072    | 131,106    | 131,135    | 131,292    | 131,413    | 131,499    |
|                      | 2019        | 131,578    | 131,684    | 131,785    | 131,989    | 132,168    | 132,271    | 132,418    | 132,532    | 132,718    | 132,854    | 132,949    | 331,111    |
|                      | 2020        | 331,334    | 331,550    | 331,956    | 331,968    |            |            |            |            |            |            |            |            |
| 59 Library Trust     | 2018        | 245,986    | 243,552    | 240,899    | 238,713    | 233,692    | 231,935    | 227,868    | 235,558    | 233,631    | 232,116    | 230,035    | 227,172    |
|                      | 2019        | 225,402    | 223,863    | 222,919    | 220,601    | 217,477    | 214,552    | 212,568    | 209,433    | 209,190    | 206,337    | 204,678    | 202,575    |
|                      | 2020        | 200,783    | 199,199    | 196,557    | 193,563    |            |            |            |            |            |            |            |            |
| 60 Fleet Maintenance | 2018        | 294,689    | 245,688    | 255,095    | 278,908    | 219,244    | 268,303    | 265,161    | 248,344    | 248,894    | 250,691    | 234,515    | 161,869    |
|                      | 2019        | 213,971    | 184,667    | 196,282    | 206,134    | 198,180    | 225,521    | 226,064    | 232,729    | 251,186    | 204,367    | 172,085    | 113,378    |
|                      | 2020        | 221,030    | 270,480    | 294,439    | 317,620    |            |            |            |            |            |            |            |            |
| 61 Equip Replacement | 2018        | 623,399    | 592,572    | 593,507    | 587,736    | 578,070    | 578,426    | 578,798    | 542,786    | 523,893    | 496,568    | 487,673    | 488,275    |
|                      | 2019        | 488,678    | 452,993    | 454,271    | 455,317    | 448,571    | 449,035    | 452,062    | 417,127    | 418,153    | 418,917    | 409,554    | 1,077,196  |
|                      | 2020        | 1,044,229  | 897,469    | 895,719    | 792,200    |            |            |            |            |            |            |            |            |
| 64 Risk Management   | 2018        | 1,094,644  | 1,236,467  | 1,066,695  | 1,126,190  | 1,103,147  | 1,220,718  | 1,251,795  | 1,534,824  | 1,656,141  | 1,282,867  | 1,419,886  | 1,586,610  |
|                      | 2019        | 1,702,788  | 1,922,596  | 1,752,591  | 1,838,678  | 1,917,757  | 2,021,936  | 2,046,423  | 2,192,629  | 2,356,018  | 1,799,730  | 1,930,972  | 2,003,152  |
|                      | 2020        | 2,114,005  | 2,213,817  | 2,043,659  | 2,175,457  |            |            |            |            |            |            |            |            |
| 65 Employee Benefit  | 2018        | 3,634,835  | 3,293,660  | 3,304,316  | 2,845,005  | 3,030,818  | 2,647,178  | 2,630,706  | 2,609,060  | 2,363,653  | 2,384,244  | 2,507,179  | 2,169,081  |
|                      | 2019        | 2,110,106  | 2,076,069  | 2,045,004  | 2,099,670  | 2,354,275  | 2,343,750  | 2,337,447  | 2,281,313  | 2,241,833  | 2,675,476  | 2,547,603  | 2,521,938  |
|                      | 2020        | 2,488,079  | 2,594,310  | 2,462,144  | 2,901,018  |            |            |            |            |            |            |            |            |

**City of Decatur**  
**Monthly Fund Balance History**

**Period Ending: April 2020**

| <u>Fund</u>        | <u>Year</u> | <u>JAN</u>  | <u>FEB</u>  | <u>MAR</u> | <u>APR</u> | <u>MAY</u> | <u>JUN</u> | <u>JUL</u> | <u>AUG</u>  | <u>SEP</u>  | <u>OCT</u>  | <u>NOV</u>  | <u>DEC</u> |
|--------------------|-------------|-------------|-------------|------------|------------|------------|------------|------------|-------------|-------------|-------------|-------------|------------|
| 70 Mass Transit    | 2018        | (2,407,080) | (540,480)   | 1,271,769  | 694,509    | 87,621     | (404,467)  | (899,938)  | (1,386,603) | (2,178,237) | (2,881,425) | (2,172,445) | 18,669     |
|                    | 2019        | (891,591)   | (1,350,190) | (593,324)  | 1,258,830  | 1,198,391  | 601,778    | 309,071    | (166,204)   | 367,670     | 1,073,023   | 613,608     | 1,487,977  |
|                    | 2020        | (434,009)   | (51,268)    | 1,526,744  | 926,177    |            |            |            |             |             |             |             |            |
| 77 Fiber Optics    | 2018        | 270,965     | 79,398      | 77,302     | 97,548     | 95,511     | 101,137    | 86,759     | 276,561     | 274,521     | 397,747     | 395,940     | 394,067    |
|                    | 2019        | 391,752     | 370,408     | 122,660    | 120,843    | 118,970    | 116,962    | 115,016    | 114,347     | 111,958     | 110,423     | 108,401     | 115,171    |
|                    | 2020        | 116,598     | 112,837     | 112,676    | 110,130    |            |            |            |             |             |             |             |            |
| 78 Storm Water     | 2018        | 1,719,050   | 1,935,034   | 1,823,310  | 1,947,191  | 2,016,343  | 2,070,132  | 2,101,657  | 2,032,954   | 2,340,529   | 2,086,394   | 2,077,865   | 2,071,375  |
|                    | 2019        | 2,129,964   | 2,335,028   | 2,381,775  | 2,485,453  | 2,416,662  | 2,464,739  | 2,648,123  | 2,674,389   | 2,738,154   | 2,776,967   | 2,558,848   | 2,613,438  |
|                    | 2020        | 2,681,840   | 2,733,496   | 2,788,874  | 2,886,450  |            |            |            |             |             |             |             |            |
| 79 Sewer           | 2018        | 7,002,359   | 6,205,798   | 6,410,916  | 6,060,006  | 6,319,968  | 6,665,835  | 6,761,813  | 7,025,537   | 7,073,859   | 6,733,449   | 6,889,611   | 7,153,254  |
|                    | 2019        | 7,292,114   | 7,200,684   | 7,270,972  | 7,335,872  | 7,624,827  | 7,882,365  | 8,069,981  | 8,403,829   | 8,147,549   | 8,304,295   | 8,479,203   | 8,684,892  |
|                    | 2020        | 9,435,199   | 9,854,338   | 10,430,379 | 9,901,401  |            |            |            |             |             |             |             |            |
| 80 Water           | 2018        | 5,401,859   | 931,487     | 2,152,609  | 3,389,166  | 4,128,780  | 4,876,604  | 4,280,612  | 3,880,264   | 5,358,170   | 6,241,273   | 6,604,480   | 4,854,519  |
|                    | 2019        | 6,775,922   | 817,902     | 1,881,502  | 3,195,760  | 3,755,576  | 3,694,713  | 4,003,055  | 3,278,286   | 4,115,589   | 5,522,697   | 5,976,079   | 4,889,501  |
|                    | 2020        | 6,183,302   | 392,615     | 1,635,164  | 2,773,183  |            |            |            |             |             |             |             |            |
| 81 Water Capital   | 2018        | 3,752,143   | 3,744,117   | 4,569,134  | 4,562,823  | 4,434,263  | 4,355,544  | 6,141,376  | 4,105,296   | 3,414,956   | 3,867,111   | 3,820,772   | 3,778,676  |
|                    | 2019        | 2,950,244   | 2,888,378   | 3,775,594  | 3,400,297  | 2,884,905  | 3,786,299  | 3,999,546  | 3,531,661   | 3,570,397   | 2,984,062   | 2,563,282   | 2,710,252  |
|                    | 2020        | 2,677,432   | 2,350,762   | 3,324,468  | 3,319,235  |            |            |            |             |             |             |             |            |
| 82 DCDF            | 2018        | 124,031     | 123,584     | 124,001    | 125,526    | 123,321    | 124,711    | 124,245    | 127,001     | 126,585     | 127,555     | 129,656     | 129,545    |
|                    | 2019        | 131,969     | 129,281     | 131,594    | 132,607    | 135,137    | 131,653    | 132,146    | 134,771     | 134,914     | 136,313     | 137,692     | 138,586    |
|                    | 2020        | 141,107     | 138,450     | 139,565    | 140,837    |            |            |            |             |             |             |             |            |
| 83 Neighborhood    | 2018        | 29,668      | 29,332      | 29,258     | 29,287     | 28,831     | 22,294     | 16,062     | 16,066      | 15,716      | 8,799       | 2,004       | 2,008      |
|                    | 2019        | 2,009       | 2,011       | 2,012      | 1,690      | 1,694      | 1,696      | (4,214)    | (6,993)     | -           | -           | -           | -          |
| 84 Community Revit | 2018        | 1,086,423   | 1,086,448   | 1,086,506  | 1,087,140  | 1,087,652  | 1,088,139  | 1,388,764  | 1,389,124   | 1,389,527   | 1,391,262   | 1,386,479   | 1,350,709  |
|                    | 2019        | 1,329,124   | 1,206,328   | 1,145,623  | 1,243,899  | 1,221,748  | 1,147,888  | 1,149,280  | 1,150,470   | 1,126,741   | 1,120,591   | 999,942     | 715,742    |
|                    | 2020        | 638,819     | 593,916     | 608,959    | 1,740,524  |            |            |            |             |             |             |             |            |
| 85 Grants          | 2020        | -           | -           | -          | -          | -          | -          | -          | -           | -           | -           | -           | -          |
| 86 Water Debt      | 2018        | 12,500,000  | 12,500,000  | 12,500,000 | 12,500,000 | 12,500,000 | 12,500,000 | 12,500,000 | 12,500,000  | 12,500,000  | 12,500,000  | 12,500,000  | 12,500,000 |
|                    | 2019        | 12,500,000  | 12,500,000  | 12,500,000 | 12,500,000 | 12,500,000 | 12,500,000 | 12,500,000 | 12,500,000  | 12,500,000  | 12,500,000  | 12,500,000  | 12,500,000 |
|                    | 2020        | 12,500,000  | 12,500,000  | 12,500,000 | 12,500,000 |            |            |            |             |             |             |             |            |
| 88 Recycling       | 2018        | 58,267      | 62,719      | 66,384     | 75,376     | 79,873     | 77,254     | 69,972     | 86,130      | 80,548      | 84,708      | 87,464      | 88,256     |
|                    | 2019        | 94,548      | 95,743      | 95,507     | 97,521     | 111,039    | 109,420    | 112,483    | 108,131     | 112,370     | 119,032     | 115,518     | 121,100    |
|                    | 2020        | 132,535     | 124,096     | 127,553    | 133,873    |            |            |            |             |             |             |             |            |



**City of Decatur**  
**Monthly Fund Balance History**

**Period Ending: April 2020**

| <u>Fund</u>             | <u>Year</u> | <u>JAN</u>         | <u>FEB</u>         | <u>MAR</u>         | <u>APR</u>         | <u>MAY</u>         | <u>JUN</u>         | <u>JUL</u>         | <u>AUG</u>         | <u>SEP</u>         | <u>OCT</u>         | <u>NOV</u>         | <u>DEC</u>         |
|-------------------------|-------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| 89 Water Bond           | 2018        | 5,770,182          | 5,762,786          | 5,748,832          | 5,743,281          | 5,221,852          | 3,761,066          | 21,286,561         | 15,253,075         | 15,244,431         | 13,939,120         | 12,728,383         | 11,715,538         |
|                         | 2019        | 8,911,826          | 4,165,180          | 4,166,193          | 3,625,516          | 3,627,788          | 3,522,960          | 3,526,224          | 3,529,263          | 3,532,278          | 3,532,466          | 3,534,974          | 370,906            |
|                         | 2020        | 371,155            | 371,397            | 371,535            | 371,548            |                    |                    |                    |                    |                    |                    |                    |                    |
| <b>Total City Funds</b> | <b>2018</b> | <b>55,069,788</b>  | <b>50,876,951</b>  | <b>55,103,066</b>  | <b>55,066,211</b>  | <b>55,129,443</b>  | <b>55,068,591</b>  | <b>85,363,779</b>  | <b>79,210,623</b>  | <b>80,055,766</b>  | <b>76,938,321</b>  | <b>75,969,447</b>  | <b>72,694,983</b>  |
|                         | <b>2019</b> | <b>71,625,155</b>  | <b>59,812,694</b>  | <b>61,218,592</b>  | <b>63,230,675</b>  | <b>64,266,864</b>  | <b>64,359,002</b>  | <b>68,538,740</b>  | <b>67,028,169</b>  | <b>71,330,387</b>  | <b>71,352,234</b>  | <b>70,470,032</b>  | <b>66,010,661</b>  |
|                         | <b>2020</b> | <b>66,326,394</b>  | <b>59,328,263</b>  | <b>63,339,447</b>  | <b>61,986,652</b>  | -                  | -                  | -                  | -                  | -                  | -                  | -                  | -                  |
| 90 Fire Pension         | 2018        | 68,458,830         | 68,167,518         | 67,819,881         | 67,474,280         | 67,292,276         | 67,144,739         | 69,611,560         | 69,349,829         | 69,009,608         | 70,539,729         | 70,167,290         | 71,277,108         |
|                         | 2019        | 70,923,905         | 70,560,268         | 70,330,145         | 69,862,562         | 69,399,940         | 69,470,831         | 71,589,079         | 71,156,026         | 72,615,714         | 72,215,728         | 71,818,849         | 73,065,526         |
|                         | 2020        | 72,608,249         | 72,352,094         | 71,847,284         | 71,298,290         |                    |                    |                    |                    |                    |                    |                    |                    |
| 91 Police Pension       | 2018        | 92,948,576         | 92,631,813         | 92,903,098         | 92,578,667         | 92,140,343         | 92,305,730         | 93,990,866         | 93,573,611         | 93,439,900         | 94,939,332         | 94,549,049         | 97,497,378         |
|                         | 2019        | 97,129,427         | 96,716,696         | 96,607,488         | 96,236,493         | 95,815,176         | 95,812,807         | 97,846,481         | 97,377,885         | 98,858,178         | 98,463,934         | 98,020,333         | 99,882,195         |
|                         | 2020        | 99,514,419         | 99,142,676         | 99,134,621         | 98,527,668         |                    |                    |                    |                    |                    |                    |                    |                    |
| <b>Total All Funds</b>  | <b>2018</b> | <b>216,477,194</b> | <b>211,676,282</b> | <b>215,826,045</b> | <b>215,119,157</b> | <b>214,562,063</b> | <b>214,519,060</b> | <b>248,966,206</b> | <b>242,134,063</b> | <b>242,505,274</b> | <b>242,417,382</b> | <b>240,685,787</b> | <b>241,469,469</b> |
|                         | <b>2019</b> | <b>239,678,487</b> | <b>227,089,657</b> | <b>228,156,224</b> | <b>229,329,730</b> | <b>229,481,980</b> | <b>229,642,640</b> | <b>237,974,300</b> | <b>235,562,080</b> | <b>242,804,279</b> | <b>242,031,895</b> | <b>240,309,214</b> | <b>238,958,382</b> |
|                         | <b>2020</b> | <b>238,449,062</b> | <b>230,823,033</b> | <b>234,321,351</b> | <b>231,812,610</b> | -                  | -                  | -                  | -                  | -                  | -                  | -                  | -                  |

**City of Decatur**  
**Treasurer's Investment Report**

April, 2020

**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 2019 | YTD Interest Received 2020 | Estimated Income |
|-----------------------|---------------|---------------|------------------|-----------------|-------------------------------------|----------------|-----------------|-----------------------------|-------------------------|----------------------------|----------------------------|------------------|
| Total Investment(s)   |               |               | (0.00)           | (0.00)          | 0.00                                | (0.00)         | 292,902.39      | 0.00                        | 292,902.39              | 26,180.49                  | 0.00                       | 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 2019 | YTD Interest Received 2020 | 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                       | 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                       | 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                       | 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                       | 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                       | 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                       | 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               | 0.00                       | 0.00                       | 0.00 ok          |
| US Treasury Bond                    | 06/15/18      | 1.12500%      | 0.00             | 0.00            | 0.00                                | 0.00           | 45,983.61       | 0.00                        | 45,983.61               | 0.00                       | 0.00                       | 0.00 ok          |
| US Treasury Bond                    | 10/15/18      | 0.87500%      | 0.00             | 0.00            | 0.00                                | 0.00           | 44,222.17       | (0.00)                      | 44,222.17               | 0.00                       | 0.00                       | 0.00 ok          |
| US Treasury Bond                    | 11/30/18      | 1.00000%      | 0.00             | 0.00            | 0.00                                | 0.00           | 9,793.96        | 0.00                        | 9,793.96                | 0.00                       | 0.00                       | 0.00 ok          |
| US Treasury Bond                    | 04/15/19      | 0.87500%      | 0.00             | 0.00            | 0.00                                | 0.00           | 17,069.67       | 0.00                        | 17,069.67               | 4,375.00                   | 0.00                       | 0.00 ok          |
| US Treasury Bond                    | 06/30/19      | 1.25000%      | 0.00             | 0.00            | 0.00                                | 0.00           | 37,500.00       | 0.00                        | 37,500.00               | 9,375.00                   | 0.00                       | 0.00 ok          |
| US Treasury Bond                    | 10/31/19      | 1.25000%      | 0.00             | 0.00            | 0.00                                | 0.00           | 24,965.47       | 0.00                        | 24,965.47               | 12,500.00                  | 0.00                       | 0.00 ok          |
| US Treasury Bond                    | 11/30/19      | 1.50000%      | 0.00             | 0.00            | 0.00                                | 0.00           | 38,221.15       | 0.00                        | 38,221.15               | 23,250.00                  | 0.00                       | 0.00 ok          |
| US Treasury Bond                    | 02/29/20      | 1.37500%      | 0.00             | 0.00            | 0.00                                | 0.00           | 11,993.82       | 0.00                        | 11,993.82               | 11,993.82                  | 0.00                       | 0.00 ok          |
| US Treasury Bond                    | 03/31/20      | 1.37500%      | 0.00             | 0.00            | 0.00                                | 0.00           | 41,024.59       | 0.00                        | 41,024.59               | 30,937.50                  | 0.00                       | 0.00 ok          |
| US Treasury Bond                    | 05/31/20      | 1.37500%      | 1,600,000.00     | 1,563,937.50    | 0.00                                | 1,563,937.50   | 41,114.83       | 9,196.80                    | 31,918.03               | 22,000.00                  | 0.00                       | 22,000.00 ok     |
| US Treasury Bond                    | 09/30/20      | 1.37500%      | 1,750,000.00     | 1,699,384.01    | 0.00                                | 1,699,384.01   | 37,008.00       | 2,038.05                    | 34,969.95               | 34,969.95                  | 0.00                       | 24,062.50 ok     |
| US Treasury Bond                    | 12/31/20      | 1.75000%      | 1,000,000.00     | 1,003,143.03    | 3,028.85                            | 1,006,171.88   | 2,836.55        | 5,865.40                    | 0.00                    | 0.00                       | 0.00                       | 17,500.00 ok     |
| US Treasury Bond                    | 06/30/21      | 1.12500%      | 1,500,000.00     | 1,480,513.76    | 0.00                                | 1,480,513.76   | 14,001.69       | 5,655.90                    | 8,345.79                | 8,345.79                   | 0.00                       | 16,875.00 ok     |
| US Treasury Bond                    | 09/30/21      | 1.12500%      | 1,000,000.00     | 989,203.38      | 952.87                              | 990,156.25     | 5,625.03        | 952.90                      | 5,625.00                | 5,625.00                   | 0.00                       | 11,250.00 ok     |
| US Treasury Bond                    | 11/30/21      | 1.50000%      | 2,225,000.00     | 2,220,567.38    | 273.57                              | 2,220,840.95   | 13,678.29       | 13,951.86                   | 0.00                    | 0.00                       | 0.00                       | 33,375.00 ok     |
| US Treasury Bond                    | 03/31/22      | 0.37500%      | 1,500,000.00     | 1,504,453.13    | 0.00                                | 1,504,453.13   | 476.40          | 476.40                      | 0.00                    | 0.00                       | 0.00                       | 5,625.00 ok      |
| Federated US Treasury Cash Reserves | Liquid        |               | 280,585.17       | 280,585.17      | (234,953.50)                        | 45,631.67      | 21,549.24       | 11.65                       | 21,537.59               | 12,181.54                  | 536.63                     | 393.64 ok        |
| Total Investment(s)                 |               |               | 10,855,585.17    | 10,741,787.36   | (230,698.21)                        | 10,511,089.15  | 499,604.36      | 38,148.96                   | 465,710.69              | 175,553.60                 | 536.63                     | 131,081.14       |

**Fire Capital Bond**

Account # 1001006774

Fund 44

| 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 2019 | YTD Interest Received 2020 | Estimated Income |
|-----------------------|---------------|---------------|------------------|-----------------|-------------------------------------|----------------|-----------------|-----------------------------|-------------------------|----------------------------|----------------------------|------------------|
| US Treasury Bond      | 10/31/18      | 0.75000%      | 0.00             | 0.00            | 0.00                                | 0.00           | 917.12          | 0.00                        | 917.12                  | 0.00                       | 0.00                       | 0.00 ok          |
| US Treasury Bond      | 11/30/18      | 1.00000%      | 0.00             | 0.00            | 0.00                                | 0.00           | 1,639.34        | 0.00                        | 1,639.34                | 0.00                       | 0.00                       | 0.00 ok          |
| US Treasury Bond      | 12/31/18      | 1.37500%      | 0.00             | 0.00            | 0.00                                | 0.00           | 4,231.49        | 0.00                        | 4,231.49                | 0.00                       | 0.00                       | 0.00 ok          |
| US Treasury Bond      | 02/28/19      | 1.12500%      | 0.00             | 0.00            | 0.00                                | 0.00           | 4,883.66        | 0.00                        | 4,883.66                | 4,218.75                   | 0.00                       | 0.00 ok          |
| US Treasury Bond      | 03/31/19      | 0.99800%      | 0.00             | 0.00            | 0.00                                | 0.00           | 3,013.39        | 0.00                        | 3,013.39                | 3,013.39                   | 0.00                       | 0.00 ok          |
| US Treasury Bond      | 05/31/19      | 1.12500%      | 0.00             | 0.00            | 0.00                                | 0.00           | 9,313.52        | 0.00                        | 9,313.52                | 5,625.00                   | 0.00                       | 0.00 ok          |
| US Treasury Bond      | 08/31/19      | 1.00000%      | 0.00             | 0.00            | 0.00                                | 0.00           | 10,788.04       | 0.00                        | 10,788.04               | 10,000.00                  | 0.00                       | 0.00 ok          |
| US Treasury Bond      | 09/30/19      | 1.37500%      | 0.00             | 0.00            | 0.00                                | 0.00           | 5,722.87        | 0.00                        | 5,722.87                | 5,722.87                   | 0.00                       | 0.00 ok          |
| US Treasury Bond      | 10/31/19      | 1.25000%      | 0.00             | 0.00            | 0.00                                | 0.00           | 5,095.11        | 0.00                        | 5,095.11                | 5,095.11                   | 0.00                       | 0.00 ok          |
| US Treasury Bond      | 11/30/19      | 1.00000%      | 0.00             | 0.00            | 0.00                                | 0.00           | 13,278.69       | 0.00                        | 13,278.69               | 10,000.00                  | 0.00                       | 0.00 ok          |
| US Treasury Bond      | 02/29/20      | 1.37500%      | 0.00             | 0.00            | 0.00                                | 0.00           | 21,708.56       | 0.00                        | 21,708.56               | 20,625.00                  | 0.00                       | 0.00 ok          |
| US Treasury Bond      | 03/31/20      | 1.37500%      | 0.00             | 0.00            | 0.00                                | 0.00           | 7,851.78        | 0.00                        | 7,851.78                | 976.78                     | 6,875.00                   | 0.00 ok          |
| US Treasury Bond      | 04/30/20      | 1.12500%      | 0.00             | 0.00            | 0.00                                | 0.00           | 5,625.00        | 0.00                        | 5,625.00                | 5,625.00                   | 0.00                       | 0.00 ok          |
| US Treasury Bond      | 05/31/20      | 1.37500%      | 1,000,000.00     | 977,070.31      | 0.00                                | 977,070.31     | 24,006.20       | 5,748.00                    | 18,258.20               | 13,750.00                  | 0.00                       | 13,750.00 ok     |
| US Treasury Bond      | 08/31/20      | 1.37500%      | 750,000.00       | 729,990.23      | 0.00                                | 729,990.23     | 18,018.87       | 1,737.45                    | 16,281.42               | 15,468.75                  | 0.00                       | 10,312.50 ok     |
| US Treasury Bond      | 09/30/20      | 1.37500%      | 1,000,000.00     | 997,812.50      | 2,404.37                            | 1,000,216.87   | 5,635.23        | 1,164.60                    | 6,875.00                | 6,875.00                   | 0.00                       | 13,750.00 ok     |

City of Decatur  
Treasurer's Investment Report

April, 2020

|                                     |        |               |               |             |               |            |           |            |            |          |            |    |
|-------------------------------------|--------|---------------|---------------|-------------|---------------|------------|-----------|------------|------------|----------|------------|----|
| Federated US Treasury Cash Reserves | Liquid | 2,120,891.10  | 2,120,891.10  | 143,722.36  | 2,264,613.46  | 6,942.78   | 352.66    | 6,590.12   | 4,009.53   | 1,403.17 | 22,027.90  | ok |
| Total Investment(s)                 |        | 4,870,891.10  | 4,825,764.14  | 146,126.73  | 4,971,890.87  | 148,671.65 | 9,002.71  | 142,073.31 | 111,005.18 | 8,278.17 | 59,840.40  |    |
| GRAND TOTALS:                       |        | 15,726,476.27 | 15,567,551.50 | (84,571.48) | 15,482,980.02 | 941,178.40 | 47,151.67 | 900,686.39 | 312,739.27 | 8,814.80 | 190,921.54 |    |

**Notes:**  
 Initial investments for 2015 proceeds settled on 11/25/15, and those for 2016 proceeds on 11/25/16, and 2018 proceeds on 07/31/18 (08/01/18 for Fire Capital).  
 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.  
 Pooled Cash maturity on 06/15/18 was re-invested with a maturity of 05/31/20.  
 Pooled Cash maturity on 10/15/18 was re-invested with a maturity of 09/30/20.  
 Pooled Cash maturity on 11/30/18 was re-invested with a maturity of 11/30/19.  
 Water Bond maturity on 11/30/18 was re-invested with a maturity of 04/30/19.  
 Fire Capital maturity on 11/30/18 was re-invested with a maturity of 09/30/19.  
 Fire Capital maturity on 12/31/18 was re-invested with a maturity of 03/31/19.  
 Fire Capital maturity on 05/31/19 was re-invested with a maturity of 10/31/19.  
 Pooled Cash maturity on 04/15/19 was re-invested with a maturity of 02/29/20.  
 Pooled Cash maturity on 06/30/19 was re-invested with a maturity of 06/30/21.  
 Fire Capital maturity on 08/31/19 was re-invested with a maturity of 03/31/20.  
 Pooled Cash maturity on 10/31/19 was re-invested with a maturity of 09/30/21.  
 Fire Capital maturity on 10/31/19 was re-invested with a maturity of 04/30/20.  
 Pooled Cash maturity on 11/30/19 was re-invested with a maturity of 11/30/21.  
 Fire Capital maturity on 11/30/19 was re-invested with a maturity of 09/30/20.  
 Pooled Cash maturity on 02/29/20 was re-invested with a maturity of 12/31/20.  
 Pooled Cash maturity on 03/31/20 was re-invested with a maturity of 03/31/22.





home

| line #                           | debt liquidated         |                                           |               |                  |                  |          |             |            |       |                  | gz approved     |                   |                         |                        |                    |                          |    |
|----------------------------------|-------------------------|-------------------------------------------|---------------|------------------|------------------|----------|-------------|------------|-------|------------------|-----------------|-------------------|-------------------------|------------------------|--------------------|--------------------------|----|
|                                  | Debt Instrument         | Debt Purpose                              | Year of Issue | Year of Re Issue | Year of Maturity | Fund     | Source      | Payment(s) |       | Debt (Orig/ Ref) | Debt at 11/2020 | New Draws in 2020 | FY20 Principal Payments | FY20 Interest Payments | Debt at 12/31/2020 | FY20 Total Debt Payments |    |
|                                  |                         |                                           |               |                  |                  |          |             | 1st        | 2nd   |                  |                 |                   |                         |                        |                    |                          |    |
| Bond Debt                        |                         |                                           |               |                  |                  |          |             |            |       |                  |                 |                   |                         |                        |                    |                          |    |
| Amort sch #                      |                         |                                           |               |                  |                  |          |             |            |       |                  |                 |                   |                         |                        |                    |                          |    |
| 11                               | 2010A Bonds             | LOC Payoff-Reynolds Bulding               | 2005/2008     | 2010             | 2020             | 50       | Tax Levy +  | 6/15       | 12/15 | 8,715,000.00     | 520,000.00      |                   | 520,000.00              | 24,700.00              | -                  | 544,700.00               | ok |
| 12                               | 2010B Bonds (BAB/RZEDB) | Water/Old Towne TIF Bonds                 | 2010          |                  | 2030             | 80/50/19 | 80/TL/19    | 6/15       | 12/15 | 28,270,000.00    | 19,320,000.00   |                   | 1,405,000.00            | 1,147,248.76           | 17,915,000.00      | 2,552,248.76             | ok |
| 13                               | 2010C Bonds             | Parking Garage Renovation                 | 2010          |                  | 2024             | 19/50    | 19/TL       | 6/15       | 12/15 | 2,800,000.00     | 1,215,000.00    |                   | 225,000.00              | 48,600.00              | 990,000.00         | 273,600.00               | ok |
| 17                               | 2012 Bonds              | Refunding of 2004A GO Bonds               | 2012          |                  | 2025             | 50       | Tax Levy    | 3/1        | 9/1   | 8,030,000.00     | 4,215,000.00    |                   | 655,000.00              | 90,821.88              | 3,560,000.00       | 745,821.88               | ok |
| 18                               | 2013 Bonds              | Refunding of 2004B GO Bonds               | 2013          |                  | 2025             | 80       | 80          | 3/1        | 9/1   | 17,220,000.00    | 9,515,000.00    |                   | 1,390,000.00            | 431,100.00             | 8,125,000.00       | 1,821,100.00             | ok |
| 25                               | 2014 Bonds              | Lake Decatur Dredging                     | 2014          |                  | 2034             | 80       | 80          | 3/1        | 9/1   | 24,055,000.00    | 19,825,000.00   |                   | 955,000.00              | 897,337.50             | 18,870,000.00      | 1,852,337.50             | ok |
| 32                               | 2015 Bonds              | Lake Decatur Dredging                     | 2015          |                  | 2035             | 80       | 80          | 3/1        | 9/1   | 23,305,000.00    | 19,995,000.00   |                   | 900,000.00              | 839,375.00             | 19,095,000.00      | 1,739,375.00             | ok |
| 39                               | 2016 Bonds              | Lake Decatur Dredging                     | 2016          |                  | 2036             | 80       | 80          | 3/1        | 9/1   | 22,205,000.00    | 20,420,000.00   |                   | 815,000.00              | 907,056.26             | 19,605,000.00      | 1,722,056.26             | ok |
| 48                               | 2017 Bonds              | Refunding of 2008 GO Bonds                | 2017          |                  | 2024             | 80       | 80          | 6/15       | 12/15 | 6,275,000.00     | 4,450,000.00    |                   | 950,000.00              | 178,000.00             | 3,500,000.00       | 1,128,000.00             | ok |
| 49                               | 2018 Bonds              | Lake Decatur Dredging, Fire Stations      | 2018          |                  | 2038             | 80/50    | 80/TL       | 3/1        | 9/1   | 25,810,000.00    | 25,025,000.00   |                   | 845,000.00              | 1,208,100.00           | 24,180,000.00      | 2,053,100.00             | ok |
| 53                               | 2019 Bonds              | Refunding of 2010A GO Bonds               | 2019          |                  | 2030             | 50       | Tax Levy +  | 6/15       | 12/15 | 6,720,000.00     | 6,605,000.00    |                   | 105,000.00              | 171,479.50             | 6,500,000.00       | 276,479.50               | ok |
| 54                               | 2019B Bonds             | Library Projects / Police Radio refund    | 2019          |                  | 2034             | 34/50    | 34/10       | 6/15       | 12/15 | 2,300,000.00     | 2,300,000.00    |                   | 200,000.00              | 53,867.92              | 2,100,000.00       | 253,867.92               | ok |
| xxx                              |                         |                                           |               |                  |                  |          |             |            |       |                  |                 |                   |                         |                        |                    |                          |    |
| xxx                              |                         |                                           |               |                  |                  |          |             |            |       |                  |                 |                   |                         |                        |                    |                          |    |
| Total Bond Debt                  |                         |                                           |               |                  |                  |          |             |            |       |                  |                 |                   |                         |                        |                    |                          |    |
|                                  |                         |                                           |               |                  |                  |          |             |            |       | 175,705,000.00   | 133,405,000.00  | -                 | 8,965,000.00            | 5,997,686.82           | 124,440,000.00     | 14,962,686.82            |    |
| Promissory Notes & Loans Payable |                         |                                           |               |                  |                  |          |             |            |       |                  |                 |                   |                         |                        |                    |                          |    |
| 15                               | IEPA Contruction Loan   | Nitrate Facility (L171674)                | 2002          |                  | 2022             | 80       | 80          | 6/1        | 12/1  | 7,172,169.35     | 1,048,245.12    |                   | 457,202.69              | 27,155.03              | 591,042.43         | 484,357.72               | ok |
| 16                               | IEPA Water Loan         | Water Projects (L172552)                  | 2011          |                  | 2031             | 80       | 80          | 1/10       | 7/10  | 6,993,328.01     | 4,340,166.93    |                   | 361,680.58              | -                      | 3,978,486.35       | 361,680.58               | ok |
| 23                               | 2013 Promissory Note    | Jonson Controls Initiative                | 2013          |                  | 2028             | various  | 80/10/60/70 | Qtry       | Qtry  | 17,212,394.00    | 13,407,726.89   |                   | 974,201.00              | 452,799.00             | 12,433,525.89      | 1,427,000.00             | ok |
| 28                               | IEPA Contruction Loan   | Lakeshore Drive Sewer (L174873)           | 2013          |                  | 2034             | 79       | 79          | 4/16       | 10/16 | 7,589,672.70     | 5,962,285.68    |                   | 346,286.25              | 113,409.31             | 5,615,999.43       | 459,695.56               | ok |
| 30                               | Busey Bank              | Fire Apparatus - Pumper (20835)           | 2015          |                  | 2022             | 49       | 49          | 5/4        |       | 439,939.77       | 197,148.56      |                   | 64,227.61               | 4,534.42               | 132,920.95         | 68,762.03                | ok |
| 34                               | IEPA Contruction Loan   | Union Street Sewer (L175280)              | 2015          |                  | 2035             | 79       | 79          | 1/8        | 7/8   | 2,172,218.21     | 1,810,067.63    |                   | 97,073.04               | 35,629.10              | 1,712,994.59       | 132,702.14               | ok |
| 35                               | Soy Capital             | Motorola Radio System                     | 2015          |                  | 2022             | 10/70    | 10/70       | 1/5        |       | 1,000,000.00     | 440,846.15      |                   | 148,462.41              | 12,537.59              | 292,383.74         | 161,000.00               | ok |
| 38                               | Busey Bank (drawdown)   | Local Street Resurfacing (24040)          | 2016          |                  | 2023             | 42       | 42          | 2/15       | 8/15  | 7,500,000.00     | 4,285,714.32    |                   | 1,071,428.56            | 116,459.81             | 3,214,285.76       | 1,187,888.37             | ok |
| 44                               | Busey Bank              | Public Works Heavy Equipment (26530)      | 2017          |                  | 2022             | 61       | 61          | Qtry       | Qtry  | 180,624.00       | 102,949.05      |                   | 36,380.19               | 2,905.45               | 66,568.86          | 39,285.64                | ok |
| 45                               | IEPA Contruction Loan   | 7th Ward Sewer (L175329)                  | 2016          |                  | 2038             | 79       | 79          | 3/17       | 9/17  | 8,540,318.96     | 8,000,705.89    |                   | 369,718.68              | 138,401.88             | 7,630,987.21       | 508,120.56               | ok |
| 46                               | IEPA Contruction Loan   | Nelson Park Storm Sewer (L175315)         | 2017          |                  | 2038             | 78       | 78          | 5/21       | 11/21 | 3,581,182.00     | 3,453,230.07    |                   | 159,576.38              | 59,736.42              | 3,293,653.69       | 219,312.80               | ok |
| 51                               | Busey Bank              | Police Vehicles - Interceptor (6) (26535) | 2019          |                  | 2021             | 33       | 33          | Qtry       | Qtry  | 261,460.00       | 197,548.03      |                   | 130,715.48              | 4,450.12               | 66,832.55          | 135,165.60               | ok |
| 52                               | HUD Section 108         | Wabash Crossing                           | 2019          |                  | 2022             | 18       | 18          | 2/1        | 8/1   | 810,000.00       | 615,000.00      |                   | 200,000.00              | 15,717.20              | 415,000.00         | 215,717.20               | ok |
| 55                               | IEPA Contruction Loan   | McKinley Sewer (L175498)                  | 2019          |                  | 2040             | 79       | 79          | 5/1        | 11/1  | 5,911,143.31     | -               | -                 | -                       | -                      | -                  | -                        | xx |
| xxx                              |                         |                                           |               |                  |                  |          |             |            |       |                  |                 |                   |                         |                        |                    |                          |    |
| Total Notes & Loans Payable      |                         |                                           |               |                  |                  |          |             |            |       |                  |                 |                   |                         |                        |                    |                          |    |
|                                  |                         |                                           |               |                  |                  |          |             |            |       | 69,364,450.31    | 43,861,634.32   | -                 | 4,416,952.87            | 983,735.33             | 39,444,681.45      | 5,400,688.20             |    |
| Capital Leases                   |                         |                                           |               |                  |                  |          |             |            |       |                  |                 |                   |                         |                        |                    |                          |    |
| 40                               | De Lage Landen          | VOIP Telephone System                     | 2016          |                  | 2021             | 10       | 10          | 1/22       |       | 351,560.24       | 144,752.57      |                   | 70,438.38               | 7,964.88               | 74,314.19          | 78,403.26                | ok |
| 41                               | PNC Equipment Finance   | Fire Apparatus Pierce Pumper (202806)     | 2017          |                  | 2023             | 49       | 49          | 3/1        |       | 428,380.00       | 292,333.90      |                   | 70,492.87               | 7,048.17               | 221,841.03         | 77,541.04                | ok |
| 47                               | PNC Equipment Finance   | Public Works Dump Trucks (2) (211637)     | 2018          |                  | 2024             | 61       | 61          | 3/2        | 9/2   | 331,508.00       | 241,139.56      |                   | 45,062.20               | 7,743.02               | 196,077.36         | 52,805.22                | ok |
| xxx                              |                         |                                           |               |                  |                  |          |             |            |       |                  |                 |                   |                         |                        |                    |                          |    |
| xxx                              |                         |                                           |               |                  |                  |          |             |            |       |                  |                 |                   |                         |                        |                    |                          |    |
| xxx                              |                         |                                           |               |                  |                  |          |             |            |       |                  |                 |                   |                         |                        |                    |                          |    |
| xxx                              |                         |                                           |               |                  |                  |          |             |            |       |                  |                 |                   |                         |                        |                    |                          |    |
| xxx                              |                         |                                           |               |                  |                  |          |             |            |       |                  |                 |                   |                         |                        |                    |                          |    |
| Total Capital Leases             |                         |                                           |               |                  |                  |          |             |            |       |                  |                 |                   |                         |                        |                    |                          |    |
|                                  |                         |                                           |               |                  |                  |          |             |            |       | 1,111,448.24     | 678,226.03      | -                 | 185,993.45              | 22,756.07              | 492,232.58         | 208,749.52               |    |
| Total City Debt                  |                         |                                           |               |                  |                  |          |             |            |       |                  |                 |                   |                         |                        |                    |                          |    |
|                                  |                         |                                           |               |                  |                  |          |             |            |       | 246,180,898.55   | 177,944,860.35  | -                 | 13,567,946.32           | 7,004,178.22           | 164,376,914.03     | 20,572,124.54            |    |
| debt in period                   |                         |                                           |               |                  |                  |          |             |            |       |                  |                 |                   |                         |                        |                    |                          |    |

Note(s)  
1  
2  
3

**City of Decatur**  
**Water Bond Issue - Status of Water Bond Fund 89**

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Month of: **April 2020**

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

|                         |                                                                                                |
|-------------------------|------------------------------------------------------------------------------------------------|
| <b>Fund Description</b> | Accounts for capital improvements that are financed by the proceeds from the issuance of bonds |
|-------------------------|------------------------------------------------------------------------------------------------|

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

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

|                      |            |
|----------------------|------------|
| <b>Project Scope</b> |            |
| Temporary Easements  | -          |
| Road Improvements    | -          |
| Dredging             | 17,521,851 |
| Other                | -          |
| <b>Total Scope</b>   | 17,521,851 |

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

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

| Actual Bond Spend Activity in Fiscal year 2020 | January | February | March   | April   | May     | June    | July    | August  | September | October | November | December | Total |
|------------------------------------------------|---------|----------|---------|---------|---------|---------|---------|---------|-----------|---------|----------|----------|-------|
| Proceeds available to spend                    | 370,906 | 371,155  | 371,397 | 371,535 | 371,548 | 371,548 | 371,548 | 371,548 | 371,548   | 371,548 | 371,548  | 371,548  |       |
| <b>Revenues</b>                                |         |          |         |         |         |         |         |         |           |         |          |          |       |
| Interest Income                                | 249     | 242      | 138     | 13      |         |         |         |         |           |         |          |          | 642   |
| <b>Expenditures</b>                            |         |          |         |         |         |         |         |         |           |         |          |          |       |
| Dredging - Great Lakes Dredge                  | -       | -        | -       | -       |         |         |         |         |           |         |          |          | -     |
| Dredging - Chastain & Assoc                    | -       | -        | -       | -       |         |         |         |         |           |         |          |          | -     |
| Total Expenditures                             | -       | -        | -       | -       |         |         |         |         |           |         |          |          | -     |
| Ending cash available                          | 371,155 | 371,397  | 371,535 | 371,548 | 371,548 | 371,548 | 371,548 | 371,548 | 371,548   | 371,548 | 371,548  | 371,548  |       |

## Fire Station New Construction - Status of 2018 Project Fund 44

| Bond Issuance 2018           |                  |
|------------------------------|------------------|
| Par Value of Bonds           | 8,000,000        |
| Premium                      | 806,021          |
| <b>Total Source of Funds</b> | <b>8,806,021</b> |
|                              |                  |
| Total Use of Funds           | 8,806,021        |
| Underwriter's Discount       | 56,000           |
| Bond Insurance               | 26,104           |
| Closing Costs                | 41,770           |
| <b>Bond Proceeds</b>         | <b>8,682,147</b> |

| Project Scope      |                  |
|--------------------|------------------|
| xxxx               | -                |
| xxxx               | -                |
| Fire Stations      | 8,682,147        |
| Other              | -                |
| <b>Total Scope</b> | <b>8,682,147</b> |

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

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

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

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

| Actual Bond Spend Activity in Fiscal year 2018 | January | February | March | April | May | June | July      | August    | September | October   | November  | December  | Total   |
|------------------------------------------------|---------|----------|-------|-------|-----|------|-----------|-----------|-----------|-----------|-----------|-----------|---------|
| Proceeds available to spend                    | -       | -        | -     | -     | -   | -    | 8,682,147 | 8,513,450 | 8,487,932 | 8,487,629 | 8,439,674 | 8,383,973 |         |
| <b>Revenues</b>                                |         |          |       |       |     |      |           |           |           |           |           |           |         |
| Interest Income                                |         |          |       |       |     |      | -         | -         | -         | -         | -         | 30,183    | 30,183  |
| <b>Expenditures</b>                            |         |          |       |       |     |      |           |           |           |           |           |           |         |
| Fire Station 3                                 |         |          |       |       |     |      | -         | -         | -         | -         | -         | 8,190     | 8,190   |
| Fire Station 5                                 |         |          |       |       |     |      | 168,697   | 25,518    | -         | 47,955    | 55,701    | 26,885    | 324,756 |
| Fire Station 7                                 |         |          |       |       |     |      | -         | -         | 303       | -         | -         | -         | 303     |
| xxxx                                           |         |          |       |       |     |      | -         | -         | -         | -         | -         | -         | -       |
| <b>Total Expenditures</b>                      | -       | -        | -     | -     | -   | -    | 168,697   | 25,518    | 303       | 47,955    | 55,701    | 35,075    | 333,249 |
| Ending cash available                          | -       | -        | -     | -     | -   | -    | 8,513,450 | 8,487,932 | 8,487,629 | 8,439,674 | 8,383,973 | 8,379,081 |         |

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

| Actual Bond Spend Activity in Fiscal year 2019 | January   | February  | March     | April     | May       | June      | July      | August    | September | October   | November  | December  | Total     |
|------------------------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Proceeds available to spend                    | 8,379,081 | 8,302,118 | 8,157,046 | 8,156,027 | 8,005,690 | 8,030,861 | 7,840,396 | 7,620,197 | 7,378,090 | 7,422,473 | 6,747,802 | 6,747,711 |           |
| <b>Revenues</b>                                |           |           |           |           |           |           |           |           |           |           |           |           |           |
| Interest Income                                | 594       | 24,394    | 858       | 7,975     | 25,171    | 1,645     | 3,855     | 1,342     | 44,383    | 9,094     | 956       | 33,797    | 154,064   |
| <b>Expenditures</b>                            |           |           |           |           |           |           |           |           |           |           |           |           |           |
| Fire Station 3                                 | -         | -         | -         | -         | -         | -         | -         | -         | -         | -         | -         | 19,000    | 19,000    |
| Fire Station 5                                 | 77,557    | 169,466   | 1,877     | 158,312   | -         | 192,110   | 224,054   | 243,449   | -         | 683,265   | 1,047     | 419,111   | 2,170,248 |
| Fire Station 7                                 | -         | -         | -         | -         | -         | -         | -         | -         | -         | 500       | -         | -         | 500       |
| <b>Total Expenditures</b>                      | 77,557    | 169,466   | 1,877     | 158,312   | -         | 192,110   | 224,054   | 243,449   | -         | 683,765   | 1,047     | 438,111   | 2,189,748 |
| Ending cash available                          | 8,302,118 | 8,157,046 | 8,156,027 | 8,005,690 | 8,030,861 | 7,840,396 | 7,620,197 | 7,378,090 | 7,422,473 | 6,747,802 | 6,747,711 | 6,343,397 |           |

|        |           |     |           |
|--------|-----------|-----|-----------|
| 19,000 |           |     |           |
|        | 2,170,248 |     |           |
|        |           | 500 |           |
| 19,000 | 2,170,248 | 500 | 2,189,748 |

| Actual Bond Spend Activity in Fiscal year 2020 | January   | February  | March     | April     | May       | June      | July      | August    | September | October   | November  | December  | Total   |
|------------------------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|---------|
| Proceeds available to spend                    | 6,343,397 | 6,153,751 | 6,151,614 | 5,945,199 | 5,923,605 | 5,923,605 | 5,923,605 | 5,923,605 | 5,923,605 | 5,923,605 | 5,923,605 | 5,923,605 |         |
| <b>Revenues</b>                                |           |           |           |           |           |           |           |           |           |           |           |           |         |
| Interest Income                                | 560       | 560       | 47,649    | 6,984     |           |           |           |           |           |           |           |           | 55,753  |
| <b>Expenditures</b>                            |           |           |           |           |           |           |           |           |           |           |           |           |         |
| Fire Station 3                                 | -         | -         | 176,418   | 24,121    |           |           |           |           |           |           |           |           | 200,539 |
| Fire Station 5                                 | 190,206   | 2,697     | 77,646    | 4,357     |           |           |           |           |           |           |           |           | 274,906 |
| Fire Station 7                                 | -         | -         | -         | 100       |           |           |           |           |           |           |           |           | 100     |
| <b>Total Expenditures</b>                      | 190,206   | 2,697     | 254,064   | 28,578    | -         | -         | -         | -         | -         | -         | -         | -         | 475,545 |
| Ending cash available                          | 6,153,751 | 6,151,614 | 5,945,199 | 5,923,605 | 5,923,605 | 5,923,605 | 5,923,605 | 5,923,605 | 5,923,605 | 5,923,605 | 5,923,605 | 5,923,605 |         |

|         |           |     |           |
|---------|-----------|-----|-----------|
| 200,539 |           |     |           |
|         | 274,906   |     |           |
|         |           | 100 |           |
| 200,539 | 274,906   | 100 | 475,545   |
| 227,729 | 2,769,910 | 903 | 2,998,542 |

Construction cost

2,914,500 3,085,968 2,914,500 8,914,968

**Reconciliation** Bond proceeds 8,682,147  
Interest income 240,001  
Total available for spend 8,922,148

2,686,771 316,058 2,913,597 5,916,426



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

Period Ending: April 2020

| Month of Fiscal Year             | 1<br>Jan  | 2<br>Feb  | 3<br>Mar  | 4<br>Apr    | 5<br>May | 6<br>Jun | 7<br>Jul | 8<br>Aug | 9<br>Sep | 10<br>Oct | 11<br>Nov | 12<br>Dec | Actual<br>YTD | Revised<br>Budget |
|----------------------------------|-----------|-----------|-----------|-------------|----------|----------|----------|----------|----------|-----------|-----------|-----------|---------------|-------------------|
| <b>REVENUE</b>                   |           |           |           |             |          |          |          |          |          |           |           |           |               |                   |
| Actual                           | 4,920,493 | 5,260,695 | 4,824,686 | 4,594,601   | -        | -        | -        | -        | -        | -         | -         | -         | 19,600,475    |                   |
| Budget Projection                | 5,032,962 | 5,281,198 | 5,019,878 | 4,786,040   | -        | -        | -        | -        | -        | -         | -         | -         | 20,120,078    | 70,500,000        |
| Vs budget in month               | (112,468) | (20,503)  | (195,192) | (191,440)   | -        | -        | -        | -        | -        | -         | -         | -         |               |                   |
| Vs budget to date                | (112,468) | (132,971) | (328,164) | (519,603)   | -        | -        | -        | -        | -        | -         | -         | -         | (519,603)     |                   |
| <b>EXPENSE</b>                   |           |           |           |             |          |          |          |          |          |           |           |           |               |                   |
| <b>Personnel Expense</b>         |           |           |           |             |          |          |          |          |          |           |           |           |               |                   |
| Actual                           | 3,350,344 | 3,312,650 | 3,471,566 | 5,202,304   | -        | -        | -        | -        | -        | -         | -         | -         | 15,336,863    |                   |
| Budget Projection                | 3,480,129 | 3,380,129 | 3,412,037 | 5,202,304   | -        | -        | -        | -        | -        | -         | -         | -         | 15,474,600    | 15,474,600        |
| Vs budget in month               | (129,786) | (67,480)  | 59,529    | -           | -        | -        | -        | -        | -        | -         | -         | -         |               |                   |
| Vs budget to date                | (129,786) | (197,265) | (137,736) | (137,736)   | -        | -        | -        | -        | -        | -         | -         | -         | (137,736)     |                   |
| <b>Operating Expense</b>         |           |           |           |             |          |          |          |          |          |           |           |           |               |                   |
| Actual                           | 1,621,339 | 960,874   | 946,348   | 1,708,396   | -        | -        | -        | -        | -        | -         | -         | -         | 5,236,957     |                   |
| Budget Projection                | 1,249,016 | 1,040,199 | 1,613,754 | 1,708,396   | -        | -        | -        | -        | -        | -         | -         | -         | 5,611,365     | 5,611,365         |
| Vs budget in month               | 372,323   | (79,325)  | (667,406) | -           | -        | -        | -        | -        | -        | -         | -         | -         |               |                   |
| Vs budget to date                | 372,323   | 292,998   | (374,408) | (374,408)   | -        | -        | -        | -        | -        | -         | -         | -         | (374,408)     |                   |
| <b>TOTAL EXPENSE</b>             |           |           |           |             |          |          |          |          |          |           |           |           |               |                   |
| Actual                           | 4,971,683 | 4,273,523 | 4,417,914 | 6,910,700   | -        | -        | -        | -        | -        | -         | -         | -         | 20,573,820    |                   |
| Budget Projection                | 4,729,145 | 4,420,328 | 5,025,792 | 6,910,700   | -        | -        | -        | -        | -        | -         | -         | -         | 21,085,965    | 70,300,000        |
| Vs budget in month               | 242,538   | (146,805) | (607,877) | -           | -        | -        | -        | -        | -        | -         | -         | -         |               |                   |
| Vs budget to date                | 242,538   | 95,733    | (512,144) | (512,144)   | -        | -        | -        | -        | -        | -         | -         | -         | (512,144)     |                   |
| <b>Surplus / (Deficit)</b>       |           |           |           |             |          |          |          |          |          |           |           |           |               |                   |
| Actual                           | (51,189)  | 987,172   | 406,771   | (2,316,099) | -        | -        | -        | -        | -        | -         | -         | -         | (973,345)     |                   |
| Budget Projection                | 303,817   | 860,870   | (5,914)   | (2,124,659) | -        | -        | -        | -        | -        | -         | -         | -         | (965,887)     | 200,000           |
| Vs budget in month               | (355,006) | 126,302   | 412,685   | (191,440)   | -        | -        | -        | -        | -        | -         | -         | -         |               |                   |
| Vs budget to date                | (355,006) | (228,704) | 183,981   | (7,459)     | -        | -        | -        | -        | -        | -         | -         | -         | (7,459)       |                   |
| <b>Beginning Cash Balance</b>    |           |           |           |             |          |          |          |          |          |           |           |           |               |                   |
| 8,339,798                        | 8,296,671 | 9,275,978 | 9,688,689 | -           | -        | -        | -        | -        | -        | -         | -         | -         |               |                   |
| <b>Balance Sheet Adjustments</b> |           |           |           |             |          |          |          |          |          |           |           |           |               |                   |
| 8,063                            | (7,865)   | 5,940     | -         | -           | -        | -        | -        | -        | -        | -         | -         | -         |               |                   |
| <b>Ending Cash Balance</b>       |           |           |           |             |          |          |          |          |          |           |           |           |               |                   |
| 8,296,671                        | 9,275,978 | 9,688,689 | 7,372,590 | -           | -        | -        | -        | -        | -        | -         | -         | -         |               |                   |

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

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

**Period Ending: April 2020**

| Div                                    | Month of Fiscal Year          | Fund | 1<br>Jan  | 2<br>Feb  | 3<br>Mar  | 4<br>Apr  | 5<br>May | 6<br>Jun | 7<br>Jul | 8<br>Aug | 9<br>Sep | 10<br>Oct | 11<br>Nov | 12<br>Dec | Actual<br>YTD | Revised<br>Budget | % of<br>Budget |
|----------------------------------------|-------------------------------|------|-----------|-----------|-----------|-----------|----------|----------|----------|----------|----------|-----------|-----------|-----------|---------------|-------------------|----------------|
| <b>Memo Items</b>                      |                               |      |           |           |           |           |          |          |          |          |          |           |           |           |               |                   |                |
| <b>PROPERTY TAX TOTAL</b>              |                               |      |           |           |           |           |          |          |          |          |          |           |           |           |               |                   |                |
| var                                    | REAL ESTATE TAX-CIVIL CITY    | var  | -         | -         | -         | -         |          |          |          |          |          |           |           |           | -             | 14,358,416        | 0%             |
| var                                    | REAL ESTATE TAX-TIF DISTRICTS | var  | -         | -         | -         | -         |          |          |          |          |          |           |           |           | -             | 1,944,384         | 0%             |
| <b>OTHER TAXES TOTAL</b>               |                               |      | -         | -         | -         | -         | -        | -        | -        | -        | -        | -         | -         | -         | -             | 16,302,800        | 0%             |
| <b>OTHER TAXES TOTAL</b>               |                               |      |           |           |           |           |          |          |          |          |          |           |           |           |               |                   |                |
| var                                    | LOCAL SALES TAX               | var  | 880,608   | 856,677   | 960,429   | 734,157   |          |          |          |          |          |           |           |           | 3,431,870     | 10,466,000        | 33%            |
| var                                    | STATE SALES TAX               | var  | 984,354   | 955,006   | 1,112,877 | 850,408   |          |          |          |          |          |           |           |           | 3,902,647     | 11,561,000        | 34%            |
| <b>OTHER TAXES TOTAL</b>               |                               |      | 1,864,963 | 1,811,683 | 2,073,306 | 1,584,565 | -        | -        | -        | -        | -        | -         | -         | -         | 7,334,517     | 22,027,000        | 33%            |
| <b>GENERAL FUND</b>                    |                               |      |           |           |           |           |          |          |          |          |          |           |           |           |               |                   |                |
| <b>LOCAL TAXES</b>                     |                               |      |           |           |           |           |          |          |          |          |          |           |           |           |               |                   |                |
| 301302                                 | CABLE TV TAX                  | 10   | 16,892    | 229,481   | -         | 16,827    |          |          |          |          |          |           |           |           | 263,200       | 971,000           | 27%            |
| 301203                                 | FOOD & BEVERAGE TAX           | 10   | 284,618   | 257,752   | 244,619   | 222,250   |          |          |          |          |          |           |           |           | 1,009,240     | 3,427,500         | 29%            |
| 301204                                 | HOTEL AND MOTEL TAX           | 10   | 47,544    | 60,919    | 64,916    | 47,822    |          |          |          |          |          |           |           |           | 221,200       | 991,000           | 22%            |
| 301106                                 | MOBILE HOME PRIVELEGE TAX     | 10   | -         | -         | -         | -         |          |          |          |          |          |           |           |           | -             | 15,000            | 0%             |
| 301103                                 | PROPERTY TAX                  | 10   | -         | -         | -         | -         |          |          |          |          |          |           |           |           | -             | 9,000,000         | 0%             |
| 301202                                 | TELEPHONE UTILITY TAX         | 10   | 118,281   | 149,194   | 123,430   | 108,714   |          |          |          |          |          |           |           |           | 499,619       | 1,555,000         | 32%            |
| 301209                                 | UTILITY TAX - ELECTRIC & GAS  | 10   | 399,612   | 446,586   | 423,748   | 399,998   |          |          |          |          |          |           |           |           | 1,669,944     | 4,805,000         | 35%            |
| <b>Sub Total</b>                       |                               |      | 866,947   | 1,143,931 | 856,713   | 795,611   | -        | -        | -        | -        | -        | -         | -         | -         | 3,663,203     | 20,764,500        | 18%            |
| <b>OTHER TAXES (REMITTED BY STATE)</b> |                               |      |           |           |           |           |          |          |          |          |          |           |           |           |               |                   |                |
| 301208                                 | AUTO RENTAL TAX               | 10   | 3,598     | 3,113     | 3,292     | 3,127     |          |          |          |          |          |           |           |           | 13,131        | 43,000            | 31%            |
| 302121                                 | CANNABIS TAX                  | 10   | -         | -         | 5,348     | 7,108     |          |          |          |          |          |           |           |           | 12,457        | 25,000            | 50%            |
| 301205                                 | LOCAL SALES TAX               | 10   | 862,508   | 839,293   | 942,329   | 716,057   |          |          |          |          |          |           |           |           | 3,360,186     | 10,249,000        | 33%            |
| 301207                                 | LOCAL USE TAX                 | 10   | 244,618   | 229,171   | 314,455   | 217,745   |          |          |          |          |          |           |           |           | 1,005,989     | 2,764,000         | 36%            |
| 302105                                 | STATE INCOME TAX              | 10   | 696,621   | 717,710   | 533,688   | 783,855   |          |          |          |          |          |           |           |           | 2,731,874     | 8,396,000         | 33%            |
| 302104                                 | STATE REPLACEMENT TAX         | 10   | 175,190   | 1,981     | 35,383    | 247,577   |          |          |          |          |          |           |           |           | 460,130       | 1,190,000         | 39%            |
| 301201                                 | STATE SALES TAX               | 10   | 968,804   | 945,787   | 1,097,327 | 834,858   |          |          |          |          |          |           |           |           | 3,846,777     | 11,396,000        | 34%            |
| 301210                                 | VIDEO GAMING TAX              | 10   | 135,374   | 133,358   | 135,318   | 145,178   |          |          |          |          |          |           |           |           | 549,229       | 1,720,000         | 32%            |
| <b>Sub Total</b>                       |                               |      | 3,086,714 | 2,870,413 | 3,067,140 | 2,955,506 | -        | -        | -        | -        | -        | -         | -         | -         | 11,979,773    | 35,783,000        | 33%            |
| <b>OTHER GOVERNMENTAL SOURCES</b>      |                               |      |           |           |           |           |          |          |          |          |          |           |           |           |               |                   |                |
| 301102                                 | ROAD & BRIDGE TAX             | 10   | -         | -         | -         | -         |          |          |          |          |          |           |           |           | -             | 410,000           | 0%             |
| <b>Sub Total</b>                       |                               |      | -         | -         | -         | -         | -        | -        | -        | -        | -        | -         | -         | -         | -             | 410,000           | 0%             |
| <b>CHARGE SERVICES (INTERNAL CITY)</b> |                               |      |           |           |           |           |          |          |          |          |          |           |           |           |               |                   |                |
| 303607                                 | PAYMENT IN LIEU OF TAXES      | 10   | 146,101   | 146,101   | 146,101   | 146,101   |          |          |          |          |          |           |           |           | 584,403       | 1,753,209         | 33%            |
| 303608                                 | RISK & EE BENEFIT SERVICES    | 10   | 14,468    | 14,468    | 14,468    | 14,468    |          |          |          |          |          |           |           |           | 57,872        | 173,616           | 33%            |
| 303621                                 | ADMIN SERVICES                | 10   | 160,679   | 160,679   | 160,679   | 160,679   |          |          |          |          |          |           |           |           | 642,716       | 1,928,148         | 33%            |
| 303622                                 | PUBLIC WORKS SERVICES         | 10   | 126,802   | 126,802   | 126,802   | 126,802   |          |          |          |          |          |           |           |           | 507,208       | 1,521,624         | 33%            |
| 303626                                 | BLDG INSPECTION SERVICES      | 10   | 13,763    | 13,763    | 13,763    | 13,763    |          |          |          |          |          |           |           |           | 55,052        | 165,156           | 33%            |
| 303628                                 | SEWER FUND-EPA                | 10   | 28,458    | 28,458    | 28,458    | 28,458    |          |          |          |          |          |           |           |           | 113,832       | 341,496           | 33%            |
| 306700                                 | IT SERVICES                   | 10   | 66,839    | 66,839    | 66,839    | 66,839    |          |          |          |          |          |           |           |           | 267,356       | 802,068           | 33%            |
| 306707                                 | CDBG PERSONNEL/EXP REIMB      | 10   | 44,838    | 40,479    | 31,650    | 53,000    |          |          |          |          |          |           |           |           | 169,967       | 390,192           | 44%            |
| 306751                                 | HOME PERSONNEL/EXP REIMB      | 10   | 6,438     | 2,169     | 2,942     | 1,291     |          |          |          |          |          |           |           |           | 12,840        | 104,041           | 12%            |
| 306753                                 | DUATS PERSONNEL/EXP REIMB     | 10   | -         | 114,869   | -         | -         |          |          |          |          |          |           |           |           | 114,869       | 207,359           | 55%            |
| 303601                                 | MFT REIMB-MSC/TRAF SIGNAL     | 10   | 29,162    | 39,065    | 46,340    | 53,366    |          |          |          |          |          |           |           |           | 167,933       | 550,000           | 31%            |
| 303606                                 | WATER STREET CUTS             | 10   | 39,655    | 20,515    | 20,111    | 18,509    |          |          |          |          |          |           |           |           | 98,790        | 311,000           | 32%            |
| <b>Sub Total</b>                       |                               |      | 677,203   | 774,208   | 658,153   | 683,275   | -        | -        | -        | -        | -        | -         | -         | -         | 2,792,838     | 8,247,909         | 34%            |

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

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

**Period Ending: April 2020**

| Div                               | Month of Fiscal Year          | Fund | 1<br>Jan  | 2<br>Feb  | 3<br>Mar  | 4<br>Apr  | 5<br>May | 6<br>Jun | 7<br>Jul | 8<br>Aug | 9<br>Sep | 10<br>Oct | 11<br>Nov | 12<br>Dec | Actual<br>YTD | Revised<br>Budget | % of<br>Budget |
|-----------------------------------|-------------------------------|------|-----------|-----------|-----------|-----------|----------|----------|----------|----------|----------|-----------|-----------|-----------|---------------|-------------------|----------------|
| <b>3rd Party Revenue</b>          |                               |      |           |           |           |           |          |          |          |          |          |           |           |           |               |                   |                |
| 303413                            | AMEREN FRANCHISE PAYMENTS     | 10   | 76,759    | 76,759    | 76,759    | 76,759    |          |          |          |          |          |           |           |           | 307,037       | 921,000           | 33%            |
| 303510                            | ELECTRIC AGGREGATION ADMIN    | 10   | 11,304    | 14,811    | 13,514    | 13,097    |          |          |          |          |          |           |           |           | 52,726        | 185,000           | 29%            |
| <b>Sub Total</b>                  |                               |      | 88,064    | 91,570    | 90,274    | 89,856    | -        | -        | -        | -        | -        | -         | -         | -         | 359,764       | 1,106,000         | 33%            |
| <b>Grants</b>                     |                               |      |           |           |           |           |          |          |          |          |          |           |           |           |               |                   |                |
| 302106                            | FEDERAL                       | 10   | 17,655    | -         | -         | -         |          |          |          |          |          |           |           |           | 17,655        | 110,933           | 16%            |
| 302114                            | POLICE OT REIMBURSEMENTS      | 10   | 13,244    | -         | 6,575     | 4,131     |          |          |          |          |          |           |           |           | 23,951        | 119,000           | 20%            |
| 302107                            | STATE GRANTS OR OTHER         | 10   | 5,882     | 9,380     | -         | 6,111     |          |          |          |          |          |           |           |           | 21,374        | 155,000           | 14%            |
| <b>Sub Total</b>                  |                               |      | 36,782    | 9,380     | 6,575     | 10,242    | -        | -        | -        | -        | -        | -         | -         | -         | 62,979        | 384,933           | 16%            |
| <b>Fees for Services External</b> |                               |      |           |           |           |           |          |          |          |          |          |           |           |           |               |                   |                |
| 304300                            | ANIMAL REGISTRATION LATE FEES | 10   | 815       | 620       | 590       | 235       |          |          |          |          |          |           |           |           | 2,260         | 7,000             | 32%            |
| 304302                            | GARBAGE HAULERS               | 10   | -         | -         | -         | -         |          |          |          |          |          |           |           |           | -             | 27,000            | 0%             |
| 304303                            | CONTRACTOR LICENSES           | 10   | 7,125     | 1,275     | 150       | 1,025     |          |          |          |          |          |           |           |           | 9,575         | 25,000            | 38%            |
| 304304                            | LIQUOR LICENSES               | 10   | 3,717     | 1,287     | 1,496     | -         |          |          |          |          |          |           |           |           | 6,501         | 527,000           | 1%             |
| 304305                            | RENTAL PROGRAM INCOME         | 10   | -         | -         | -         | -         |          |          |          |          |          |           |           |           | -             | 25,000            | 0%             |
| 304306                            | BOAT LICENSES                 | 10   | -         | -         | 38        | -         |          |          |          |          |          |           |           |           | 38            | 70,000            | 0%             |
| 304307                            | OTHER LICENSES                | 10   | 20,015    | 12,328    | 5,490     | 4,005     |          |          |          |          |          |           |           |           | 41,838        | 137,000           | 31%            |
| 304401                            | BUILDING PERMITS              | 10   | 27,997    | 8,619     | 24,645    | 21,774    |          |          |          |          |          |           |           |           | 83,035        | 514,000           | 16%            |
| 304402                            | PIER PERMITS                  | 10   | -         | -         | -         | 30        |          |          |          |          |          |           |           |           | 30            | 39,500            | 0%             |
| 303301                            | ON STREET PARKING             | 10   | 309       | 295       | 196       | -         |          |          |          |          |          |           |           |           | 800           | 7,000             | 11%            |
| 303302                            | PARKING LOT 1                 | 10   | 2,215     | 1,432     | 1,132     | -         |          |          |          |          |          |           |           |           | 4,779         | 22,000            | 22%            |
| 303306                            | PARKING LOT 10                | 10   | 870       | 713       | 642       | -         |          |          |          |          |          |           |           |           | 2,225         | 9,000             | 25%            |
| 303308                            | GARAGE C                      | 10   | 8,407     | 3,475     | 3,789     | 2,700     |          |          |          |          |          |           |           |           | 18,371        | 87,000            | 21%            |
| 303310                            | RESIDENTIAL PARKING           | 10   | 300       | 240       | 300       | 120       |          |          |          |          |          |           |           |           | 960           | 2,000             | 48%            |
| 303312                            | DOWNTOWN EMPL PARKING PERMIT  | 10   | 1,993     | 1,800     | 1,824     | 2,125     |          |          |          |          |          |           |           |           | 7,741         | 23,000            | 34%            |
| 304490                            | ADMIN COURT FINES             | 10   | 5,430     | 2,792     | 3,900     | 1,175     |          |          |          |          |          |           |           |           | 13,297        | 138,000           | 10%            |
| 305500                            | ADMINISTRATIVE COURT FEES     | 10   | 3,100     | 1,136     | 3,006     | 373       |          |          |          |          |          |           |           |           | 7,615         | 74,000            | 10%            |
| 305501                            | COURT FINES                   | 10   | 9,438     | 10,777    | 21,214    | -         |          |          |          |          |          |           |           |           | 41,428        | 229,000           | 18%            |
| 305502                            | BOOT FEE                      | 10   | 105       | -         | -         | -         |          |          |          |          |          |           |           |           | 105           | 7,000             | 2%             |
| 305503                            | WEED CUTTING FEES             | 10   | 3,957     | 522       | 2,530     | 1,141     |          |          |          |          |          |           |           |           | 8,150         | 64,000            | 13%            |
| 305505                            | ILLEGAL USE OF VEHICLE        | 10   | 27,770    | 29,250    | 21,750    | 500       |          |          |          |          |          |           |           |           | 79,270        | 347,000           | 23%            |
| 305506                            | OVERTIME PARKING FEES         | 10   | 6,370     | 7,989     | 6,939     | 6,158     |          |          |          |          |          |           |           |           | 27,457        | 231,000           | 12%            |
| 305507                            | VARIANCE AND ZONING           | 10   | 150       | 790       | 500       | 120       |          |          |          |          |          |           |           |           | 1,560         | 11,000            | 14%            |
| 305513                            | OTHER FINES AND FEES          | 10   | 7,377     | 6,414     | 6,780     | 650       |          |          |          |          |          |           |           |           | 21,221        | 4,000             | 531%           |
| 305516                            | PET CITATIONS                 | 10   | 6,129     | 4,815     | 5,453     | 2,987     |          |          |          |          |          |           |           |           | 19,385        | 73,000            | 27%            |
| 305517                            | DUCK BLIND FEES               | 10   | -         | -         | -         | -         |          |          |          |          |          |           |           |           | -             | 500               | 0%             |
| 305520                            | TRASH & CLEAN UP FINES        | 10   | 2,504     | 4,299     | 5,076     | 1,465     |          |          |          |          |          |           |           |           | 13,343        | 37,000            | 36%            |
| 305521                            | VACANT PROPERTY FEE           | 10   | -         | -         | -         | -         |          |          |          |          |          |           |           |           | -             | 118,558           | 0%             |
| 303415                            | PROFESSIONAL STANDARDS        | 10   | 787       | 93        | -         | -         |          |          |          |          |          |           |           |           | 879           | 5,500             | 16%            |
| 308801                            | RENTAL OF CITY PROPERTY       | 10   | 100       | 100       | 100       | 100       |          |          |          |          |          |           |           |           | 400           | 1,200             | 33%            |
| 308802                            | SALE OF CITY PROPERTY         | 10   | -         | -         | -         | (453)     |          |          |          |          |          |           |           |           | (453)         | 130,500           | 0%             |
| 308803                            | SALE OF OTHER PROPERTY        | 10   | (154)     | -         | 5,199     | 1,295     |          |          |          |          |          |           |           |           | 6,340         | 40,400            | 16%            |
| 308807                            | DEMOLITION PAYMENTS           | 10   | 2,832     | 3,196     | 2,925     | 1,485     |          |          |          |          |          |           |           |           | 10,438        | 45,000            | 23%            |
| 308810                            | DAMAGE TO CITY PROPERTY       | 10   | -         | -         | -         | -         |          |          |          |          |          |           |           |           | -             | 2,500             | 0%             |
| 308814                            | INVENTORY REIMBURSEMENTS      | 10   | -         | -         | 9         | -         |          |          |          |          |          |           |           |           | 9             | -                 | -              |
| 308817                            | NOISE ORDINANCE FINES         | 10   | -         | -         | -         | -         |          |          |          |          |          |           |           |           | -             | 1,000             | 0%             |
| 308890                            | REIMBURSEMENT OF EXPENSE      | 10   | -         | 8,013     | 100       | 263       |          |          |          |          |          |           |           |           | 8,376         | 5,000             | 168%           |
| 308898                            | BANK RECONCILIATION ADJ       | 10   | -         | 260       | -         | 238       |          |          |          |          |          |           |           |           | 498           | -                 | -              |
| 308899                            | MISCELLANEOUS INCOME          | 10   | 4,749     | 3,567     | 3,596     | 920       |          |          |          |          |          |           |           |           | 12,832        | 40,000            | 32%            |
| 310010                            | FIRE PROGRAMS                 | 10   | 2,133     | -         | 120       | 40        |          |          |          |          |          |           |           |           | 2,293         | 5,000             | 46%            |
| 305512                            | FIRE & BURGLAR ALARMS         | 10   | 360       | -         | 200       | -         |          |          |          |          |          |           |           |           | 560           | 2,000             | 28%            |
| 302403                            | FIRE TRAINING REIMBURSEMENT   | 10   | -         | -         | -         | 8,784     |          |          |          |          |          |           |           |           | 8,784         | -                 | -              |
| 305514                            | POLICE RECORDS                | 10   | 1,400     | 465       | 1,534     | 495       |          |          |          |          |          |           |           |           | 3,893         | 12,000            | 32%            |
| 302401                            | STATE ROUTE MAINTENANCE       | 10   | 861       | 31,504    | -         | -         |          |          |          |          |          |           |           |           | 32,364        | 127,000           | 25%            |
| 303405                            | SCHOOL DISTRICT REIMB         | 10   | -         | 217,114   | -         | -         |          |          |          |          |          |           |           |           | 217,114       | 431,000           | 50%            |
| <b>Sub Total</b>                  |                               |      | 159,159   | 365,180   | 131,224   | 59,749    | -        | -        | -        | -        | -        | -         | -         | -         | 715,313       | 3,703,658         | 19%            |
| <b>Investment/Other Income</b>    |                               |      |           |           |           |           |          |          |          |          |          |           |           |           |               |                   |                |
| 307101                            | INTEREST INCOME               | 10   | 5,487     | 5,703     | 3,506     | 300       |          |          |          |          |          |           |           |           | 14,995        | 100,000           | 15%            |
| 307141                            | INVESTMENT INCOME             | 10   | 138       | 310       | 11,101    | 61        |          |          |          |          |          |           |           |           | 11,610        | -                 | -              |
| <b>Sub Total</b>                  |                               |      | 5,625     | 6,013     | 14,606    | 361       | -        | -        | -        | -        | -        | -         | -         | -         | 26,605        | 100,000           | 27%            |
| <b>General Fund Total</b>         |                               |      | 4,920,493 | 5,260,695 | 4,824,686 | 4,594,601 | -        | -        | -        | -        | -        | -         | -         | -         | 19,600,475    | 70,500,000        | 28%            |



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

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**Period Ending: April 2020**

| Div                               | Month of Fiscal Year      | Fund | 1<br>Jan  | 2<br>Feb  | 3<br>Mar  | 4<br>Apr  | 5<br>May | 6<br>Jun | 7<br>Jul | 8<br>Aug | 9<br>Sep | 10<br>Oct | 11<br>Nov | 12<br>Dec | Actual<br>YTD | Revised<br>Budget | % of<br>Budget |
|-----------------------------------|---------------------------|------|-----------|-----------|-----------|-----------|----------|----------|----------|----------|----------|-----------|-----------|-----------|---------------|-------------------|----------------|
| <b>Development Services</b>       |                           |      |           |           |           |           |          |          |          |          |          |           |           |           |               |                   |                |
| various                           | HOME PROGRAM              | 17   | 21,883    | 7,350     | 4,466     | 2,289     |          |          |          |          |          |           |           |           | 35,988        | 1,037,884         | 3%             |
| various                           | CDBG                      | 18   | 124,443   | 116,654   | 112,534   | 128,541   |          |          |          |          |          |           |           |           | 482,171       | 2,169,815         | 22%            |
| various                           | DUATS                     | 22   | 0         | 271,432   | 70        | 2         |          |          |          |          |          |           |           |           | 271,504       | 349,120           | 78%            |
| various                           | PEG PROJECTS              | 40   | 3,437     | 15,272    | 144       | 3,368     |          |          |          |          |          |           |           |           | 22,221        | 79,850            | 28%            |
| various                           | MASS TRANSIT              | 70   | 2,776,556 | 1,738,892 | 3,078,658 | 971       |          |          |          |          |          |           |           |           | 7,595,077     | 13,849,521        | 55%            |
| various                           | DCDF                      | 82   | 3,153     | 2,581     | 1,412     | 1,358     |          |          |          |          |          |           |           |           | 8,504         | 18,000            | 47%            |
| various                           | COMMUNITY REVITALIZATION  | 84   | 654       | 502       | 56,283    | 1,134,015 |          |          |          |          |          |           |           |           | 1,191,454     | 1,365,000         | 87%            |
| various                           | RECYCLING                 | 88   | 59,991    | 56,516    | 55,448    | 60,733    |          |          |          |          |          |           |           |           | 232,688       | 692,550           | 34%            |
| <b>Sub Total</b>                  |                           |      | 2,990,119 | 2,209,197 | 3,309,015 | 1,331,277 | -        | -        | -        | -        | -        | -         | -         | -         | 9,839,608     | 19,561,740        | 50%            |
| <b>Redevelopment &amp; TIF</b>    |                           |      |           |           |           |           |          |          |          |          |          |           |           |           |               |                   |                |
| various                           | OLDE TOWNE TIF            | 19   | 53        | 51        | 688       | 3         |          |          |          |          |          |           |           |           | 795           | 984,960           | 0%             |
| various                           | SE PLAZA TIF              | 20   | 8,590     | 6,990     | 8,687     | 8,580     |          |          |          |          |          |           |           |           | 32,848        | 379,106           | 9%             |
| various                           | WABASH CROSSING TIF       | 21   | 555       | 539       | 1,148     | 28        |          |          |          |          |          |           |           |           | 2,270         | 551,409           | 0%             |
| various                           | EASTGATE TIF              | 23   | 17,231    | 18,996    | 17,483    | 17,071    |          |          |          |          |          |           |           |           | 70,781        | 308,009           | 23%            |
| various                           | SOUTHSIDE TIF             | 24   | 60        | 59        | 143       | 3         |          |          |          |          |          |           |           |           | 265           | 28,392            | 1%             |
| various                           | PINES SHOPPING CENTER TIF | 28   | 2,595     | 2,076     | 2,586     | 2,530     |          |          |          |          |          |           |           |           | 9,787         | 100,725           | 10%            |
| various                           | GRAND & OAKLAND TIF       | 29   | 5,590     | (41)      | 5,577     | 5,480     |          |          |          |          |          |           |           |           | 16,607        | 168,243           | 10%            |
| <b>Sub Total</b>                  |                           |      | 34,675    | 28,670    | 36,311    | 33,696    | -        | -        | -        | -        | -        | -         | -         | -         | 133,352       | 2,520,844         | 5%             |
| <b>Public Safety</b>              |                           |      |           |           |           |           |          |          |          |          |          |           |           |           |               |                   |                |
| various                           | STATE DRUG ENFORCEMENT    | 25   | 1,341     | 31,530    | 8,485     | 3         |          |          |          |          |          |           |           |           | 41,359        | 192,700           | 21%            |
| various                           | DUI COURT FINES           | 26   | 3,253     | 6,263     | 13,263    | 4,884     |          |          |          |          |          |           |           |           | 27,663        | 120,300           | 23%            |
| various                           | POLICE PROGRAMS/LAB       | 27   | 241       | 311       | 454       | 7         |          |          |          |          |          |           |           |           | 1,012         | 3,300             | 31%            |
| various                           | FEDERAL DRUG ENFORCEMENT  | 30   | 89        | 85        | 48        | 4         |          |          |          |          |          |           |           |           | 227           | 85,200            | 0%             |
| various                           | FOREIGN FIRE INSURANCE    | 37   | 525       | 141       | 78        | 76        |          |          |          |          |          |           |           |           | 820           | 137,000           | 1%             |
| various                           | 2018 PROJECT FUND         | 44   | 560       | 560       | 47,649    | 6,984     |          |          |          |          |          |           |           |           | 55,753        | 65,500            | 85%            |
| <b>Sub Total</b>                  |                           |      | 6,008     | 38,891    | 69,977    | 11,958    | -        | -        | -        | -        | -        | -         | -         | -         | 126,835       | 604,000           | 21%            |
| <b>Debt Service</b>               |                           |      |           |           |           |           |          |          |          |          |          |           |           |           |               |                   |                |
| various                           | DEBT SERVICE              | 50   | 32,097    | 31,861    | 32,420    | 31,165    |          |          |          |          |          |           |           |           | 127,543       | 2,830,600         | 5%             |
| <b>Public Works &amp; Capital</b> |                           |      |           |           |           |           |          |          |          |          |          |           |           |           |               |                   |                |
| various                           | LOCAL STREETS & ROADS     | 42   | 154,047   | 145,714   | 147,892   | 127,259   |          |          |          |          |          |           |           |           | 574,912       | 1,956,528         | 29%            |
| various                           | CAPITAL STREET PROJECTS   | 45   | 438       | 30,409    | 727       | 3         |          |          |          |          |          |           |           |           | 31,577        | 485,000           | 7%             |
| various                           | MFT PROJECTS              | 46   | 623,961   | 237,957   | 576,098   | 244,134   |          |          |          |          |          |           |           |           | 1,682,150     | 10,123,755        | 17%            |
| various                           | FLEET MAINTENANCE         | 60   | 237,762   | 243,916   | 234,619   | 222,059   |          |          |          |          |          |           |           |           | 938,356       | 3,112,580         | 30%            |
| various                           | EQUIPMENT REPLACEMENT     | 61   | 824       | 633       | 1,970     | 59        |          |          |          |          |          |           |           |           | 3,485         | 550,100           | 1%             |
| various                           | STORMWATER PROJECTS       | 78   | 128,580   | 114,785   | 123,900   | 169,453   |          |          |          |          |          |           |           |           | 536,718       | 1,710,552         | 31%            |
| various                           | SEWER PROJECTS            | 79   | 1,041,347 | 1,005,327 | 2,133,598 | 1,346,814 |          |          |          |          |          |           |           |           | 5,527,086     | 11,273,155        | 49%            |
| <b>Sub Total</b>                  |                           |      | 2,186,959 | 1,778,742 | 3,218,803 | 2,109,781 | -        | -        | -        | -        | -        | -         | -         | -         | 9,294,285     | 29,211,670        | 32%            |
| <b>Library</b>                    |                           |      |           |           |           |           |          |          |          |          |          |           |           |           |               |                   |                |
| various                           | LIBRARY OPERATIONS        | 35   | 103,194   | 52,789    | 66,795    | 121,979   |          |          |          |          |          |           |           |           | 344,758       | 3,992,487         | 9%             |
| various                           | LIBRARY CAPITAL           | 58   | 222       | 216       | 407       | 11        |          |          |          |          |          |           |           |           | 856           | 250,150           | 0%             |
| various                           | LIBRARY TRUST FUNDS       | 59   | 185       | 430       | 73        | 7         |          |          |          |          |          |           |           |           | 696           | 33,000            | 2%             |
| <b>Sub Total</b>                  |                           |      | 103,602   | 53,435    | 67,276    | 121,997   | -        | -        | -        | -        | -        | -         | -         | -         | 346,310       | 4,275,637         | 8%             |

**City of Decatur**  
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Shaded revenues are not expected to receive revenue in given month.

**Period Ending: April 2020**

| 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 |
| <b>Other Miscellaneous</b>          |      |            |            |            |            |     |     |     |     |     |     |     |     |            |             |        |
| various BUILDING FUND               | 34   | 48,528     | 48,453     | 48,769     | 47,937     |     |     |     |     |     |     |     |     | 193,687    | 1,077,160   | 18%    |
| various BAND                        | 36   | 1,080      | 1,080      | 1,105      | 1,058      |     |     |     |     |     |     |     |     | 4,323      | 96,581      | 4%     |
| various RISK MANAGEMENT             | 64   | 274,137    | 276,412    | 280,724    | 275,074    |     |     |     |     |     |     |     |     | 1,106,347  | 3,351,600   | 33%    |
| various EMPLOYEE BENEFIT            | 65   | 831,418    | 821,110    | 773,211    | 1,206,156  |     |     |     |     |     |     |     |     | 3,631,895  | 11,090,900  | 33%    |
| various FIBER OPTICS                | 77   | 1,428      | 975        | 2,839      | 454        |     |     |     |     |     |     |     |     | 5,695      | 825,975     | 1%     |
| various GRANTS                      | 85   | -          | -          | -          | -          |     |     |     |     |     |     |     |     | -          | 75,000      | 0%     |
| <b>Sub Total</b>                    |      | 1,156,592  | 1,148,029  | 1,106,647  | 1,530,679  | -   | -   | -   | -   | -   | -   | -   | -   | 4,941,947  | 16,517,216  | 30%    |
| <b>Water Utility &amp; Capital</b>  |      |            |            |            |            |     |     |     |     |     |     |     |     |            |             |        |
| various WATER                       | 80   | 2,463,686  | 2,393,665  | 2,388,465  | 2,354,792  |     |     |     |     |     |     |     |     | 9,600,607  | 30,639,302  | 31%    |
| various WATER CAPITAL               | 81   | 10,116     | 9,783      | 1,025,164  | 541        |     |     |     |     |     |     |     |     | 1,045,603  | 4,230,000   | 25%    |
| various WATER BOND FUND             | 89   | 249        | 242        | 138        | 13         |     |     |     |     |     |     |     |     | 642        | 15,000      | 4%     |
| <b>Sub Total</b>                    |      | 2,474,050  | 2,403,689  | 3,413,767  | 2,355,345  | -   | -   | -   | -   | -   | -   | -   | -   | 10,646,852 | 34,884,302  | 31%    |
| <b>Fudiciary Trust &amp; Agency</b> |      |            |            |            |            |     |     |     |     |     |     |     |     |            |             |        |
| various FIRE PENSION                | 90   | 265,335    | 461,185    | 191,133    | 218,406    |     |     |     |     |     |     |     |     | 1,136,060  | 10,574,230  | 11%    |
| various POLICE PENSION              | 91   | 378,803    | 376,937    | 728,097    | 144,633    |     |     |     |     |     |     |     |     | 1,628,471  | 11,194,777  | 15%    |
| <b>Sub Total</b>                    |      | 644,138    | 838,122    | 919,230    | 363,040    | -   | -   | -   | -   | -   | -   | -   | -   | 2,764,530  | 21,769,007  | 13%    |
| <b>Grand Total Revenues</b>         |      | 14,548,733 | 13,791,332 | 16,998,132 | 12,483,538 | -   | -   | -   | -   | -   | -   | -   | -   | 57,821,736 | 202,675,016 | 29%    |

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

home

Net Assessed Value \$: 837,844,671 not certified  
City Tax Rate: 1.69327% not certified

**Assessed Value Year** 2019  
**Pay Year** 2020  
**PENDING**

| note | Tax Levy Item                    | Fund | Net Assessed  | input         | input         | input         | Billed        |
|------|----------------------------------|------|---------------|---------------|---------------|---------------|---------------|
|      |                                  |      | Value         | Tax           | Tax Levy      | Extension     |               |
|      |                                  |      | not certified | Rate          | \$ Amount     | not certified | \$ Amount     |
|      |                                  |      |               | not certified | ordinance     |               | not certified |
|      | General Obligation Bond Debt     | 50   | 837,844,671   | 0.25327%      | 2,122,000.00  | 2,122,000.00  | 2,122,000.00  |
|      | General Purpose                  | 10   | 837,844,671   | 0.00000%      | -             | -             | -             |
|      | Fire Pension                     | 10   | 837,844,671   | 0.60870%      | 5,100,000.00  | 5,100,000.00  | 5,100,000.00  |
|      | Police Pension                   | 10   | 837,844,671   | 0.47742%      | 4,000,000.00  | 4,000,000.00  | 4,000,000.00  |
|      | City Library                     | 35   | 837,844,671   | 0.34613%      | 2,900,000.00  | 2,900,000.00  | 2,900,000.00  |
|      | Municipal Band                   | 36   | 837,844,671   | 0.00776%      | 65,000.00     | 65,000.00     | 65,000.00     |
|      | Public Transit                   | 70   |               |               |               |               |               |
|      | xxxxx                            | xx   |               |               |               |               |               |
| 1    | <b>Total City</b>                |      | 837,844,671   | 1.69327%      | 14,187,000.00 | 14,187,000.00 | 14,187,000.00 |
|      |                                  | xx   | xx            | xx            |               | xx            | xx            |
|      |                                  |      |               |               |               | 1.69327       |               |
|      | TIF District (tax code district) |      | AV Increment  | input         | AV Increment  | Extension     | Billed        |
|      |                                  |      | Value         | Tax           | \$ Amount     | \$ Amount     | \$ Amount     |
|      |                                  |      | not certified | Rate          |               | not certified | not certified |
|      | ZTF3 Pines TIF (4062)            | 28   |               | 10.50657%     | -             | -             | -             |
|      | ZTF4 SE Plaza TIF (9542)         | 20   |               | 9.51727%      | -             | -             | -             |
|      | ZTF5 Olde Towne TIF (4555)       | 19   |               | 10.50657%     | -             | -             | -             |
|      | ZTF6 Near North TIF (4455)       | 21   |               | 10.50657%     | -             | -             | -             |
|      | ZTF8 Eastgate TIF (9543)         | 23   |               | 9.83341%      | -             | -             | -             |
|      | ZTF0 Grand & Oakland (4062)      | 29   |               | 10.50657%     | -             | -             | -             |
|      | ZTFA SS Redevelopment (xxxx)     | 24   |               | 10.47230%     | -             | -             | -             |
| 2    | <b>Redevelopment TIF</b>         |      | -             |               | -             | -             | -             |
|      |                                  | xx   | xx            | xx            | xx            | xx            | xx            |
|      | <b>Total Property Tax Levy</b>   |      |               |               | 14,187,000.00 | 14,187,000.00 | 14,187,000.00 |

**Note(s)**

- 1 Data per City of Decatur 2019 Tax Levy - certification and extension dated May xx, 2020 certified May xx, 2020 received by City May xx, 2020
- 2 Data per Macon County - AV increment, Tax Rates, certification and extention dated May xx, 2020 received by City May xx, 2020

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**  
**2019**  
**2020**  
**PENDING**

| Tax Levy Item                  | Fund | Billed<br>\$ Amount  | 99.0%<br>Collection<br>Rate | Expected<br>Collection<br>\$ Amount | input                       |                             |                              | Total<br>Distribution | Expected<br>Account<br>Receivable<br>\$ Amount | Actual<br>Collection<br>Rate |
|--------------------------------|------|----------------------|-----------------------------|-------------------------------------|-----------------------------|-----------------------------|------------------------------|-----------------------|------------------------------------------------|------------------------------|
|                                |      |                      |                             |                                     | Distribution 1<br>6/xx/2020 | Distribution 2<br>9/xx/2020 | Distribution 3<br>12/xx/2020 |                       |                                                |                              |
| General Obligation Bond Debt   | 50   | 2,122,000.00         | 99.0%                       | 2,100,780.00                        |                             |                             |                              | -                     | 2,100,780.00                                   | 0.0%                         |
| General Purpose                | 10   | -                    | 99.0%                       | -                                   |                             |                             |                              | -                     | -                                              | -                            |
| Fire Pension                   | 10   | 5,100,000.00         | 99.0%                       | 5,049,000.00                        |                             |                             |                              | -                     | 5,049,000.00                                   | 0.0%                         |
| Police Pension                 | 10   | 4,000,000.00         | 99.0%                       | 3,960,000.00                        |                             |                             |                              | -                     | 3,960,000.00                                   | 0.0%                         |
| City Library                   | 35   | 2,900,000.00         | 99.0%                       | 2,871,000.00                        |                             |                             |                              | -                     | 2,871,000.00                                   | 0.0%                         |
| Municipal Band                 | 36   | 65,000.00            | 99.0%                       | 64,350.00                           |                             |                             |                              | -                     | 64,350.00                                      | 0.0%                         |
| Mass Transit                   |      | -                    |                             |                                     |                             |                             |                              | -                     | -                                              |                              |
|                                |      | -                    |                             |                                     |                             |                             |                              | -                     | -                                              |                              |
| <b>Total City</b>              |      | <b>14,187,000.00</b> |                             | <b>14,045,130.00</b>                | -                           | -                           | -                            | -                     | <b>14,045,130.00</b>                           | <b>0.0%</b>                  |
| <b>City Collection Rate:</b>   |      |                      |                             |                                     |                             |                             |                              | <b>0.0%</b>           |                                                |                              |
| ZTF3 Pines TIF (4062)          | 28   | -                    | 100.0%                      | -                                   |                             |                             |                              | -                     | 0                                              | -                            |
| ZTF4 SE Plaza TIF (9542)       | 20   | -                    | 100.0%                      | -                                   |                             |                             |                              | -                     | 0                                              | -                            |
| ZTF5 Olde Towne TIF (4555)     | 19   | -                    | 98.0%                       | -                                   |                             |                             |                              | -                     | 0                                              | -                            |
| ZTF6 Near North TIF (4455)     | 21   | -                    | 100.0%                      | -                                   |                             |                             |                              | -                     | 0                                              | -                            |
| ZTF8 Eastgate TIF (9543)       | 23   | -                    | 100.0%                      | -                                   |                             |                             |                              | -                     | 0                                              | -                            |
| ZTF0 Grand & Oakland (xxxx)    | 29   | -                    | 100.0%                      | -                                   |                             |                             |                              | -                     | 0                                              | -                            |
| ZTFA SS Redevelopment (xxxx)   | 24   | -                    | 100.0%                      | -                                   |                             |                             |                              | -                     | 0                                              | -                            |
| <b>Redevelopment TIF</b>       |      | -                    |                             | -                                   | -                           | -                           | -                            | -                     | -                                              | -                            |
| <b>City Collection Rate:</b>   |      |                      |                             |                                     |                             |                             |                              | <b>#DIV/0!</b>        |                                                |                              |
| <b>Total Property Tax Levy</b> |      | <b>14,187,000.00</b> |                             | <b>14,045,130.00</b>                | -                           | -                           | -                            | -                     | <b>14,045,130.00</b>                           | <b>0.0%</b>                  |
| <b>City Collection Rate:</b>   |      |                      |                             |                                     | <b>xx</b>                   | <b>xx</b>                   | <b>xx</b>                    | <b>0.0%</b>           |                                                |                              |

**Note(s)**

- 1 Payment received 06/xx/2020 from Macon County Treasurer with check distribution / checks xxxxx, dated June xx, 2020
- 2 Payment received 09/xx/2020 from Macon County Treasurer with check distribution / checks xxxxx, dated September xx, 2020
- 3 Payment received 12/3xx/2020 from Macon County Treasurer with check distribution / checks xxxxx, dated December xx, 2020

**Footnote (Not a part of City Tax Levy)**

|                                        |                |
|----------------------------------------|----------------|
| Decatur Road & Bridge Tax Distribution | 10-0831-301102 |
|----------------------------------------|----------------|

|                                         |    |    |    |   |
|-----------------------------------------|----|----|----|---|
| Total County Distribution to Civil City | -  | -  | -  | - |
|                                         | xx | xx | xx |   |

**Footnote (Not a part of City Tax Levy)**

|                                                  |                 |    |                              |                 |   |              |
|--------------------------------------------------|-----------------|----|------------------------------|-----------------|---|--------------|
| Decatur Mobile Home Privilege Tax Distribution   | 10-0231-301106  | -  | -                            | -               | - | test s/b "0" |
| Distribution to City including TIF & Mobile Home |                 | -  | -                            | -               | - | -            |
|                                                  | xx              | xx | xx                           |                 |   |              |
| 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: April 2020**

| Grant ID                                                                     | Div                           | Grant Name                                                           | State | Federal | In Budget | Status    | Grant Amount |
|------------------------------------------------------------------------------|-------------------------------|----------------------------------------------------------------------|-------|---------|-----------|-----------|--------------|
| 55                                                                           | 015 Executive                 | 02-1439-17758 BICYCLE PLAN, STATEWIDE PLANNING & RESEARCH FUND       |       | X       | Y         | PENDING   | 60,000       |
| 62                                                                           | 015 Executive                 | AJCYZ03066 IPHCA CENSUS GRANT (SUB RECIPIENT)                        | n/a   | n/a     | Y         | ACTIVE    | 25,000       |
| 52                                                                           | 050 Planning & Sustainability | 20-1009-12795 TRANSPORTATION PLANNING ACTIVITIES (DUATS)             |       | X       | Y         | ACTIVE    | 279,297      |
| 53                                                                           | 050 Planning & Sustainability | 20-1009-12795 TRANSPORTATION PLANNING ACTIVITIES (DUATS)             | X     |         | Y         | ACTIVE    | 69,824       |
| 58                                                                           | 050 Planning & Sustainability | MUELLER COMPANY EXPANSION                                            | X     |         |           | ACTIVE    | 500,000      |
| 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    |
| C2018                                                                        | 054 Neighborhood Outreach     | B-18-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)             |       | X       | Y         | ACTIVE    | 1,378,744    |
| C2019                                                                        | 054 Neighborhood Outreach     | B-19-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)             |       | X       | Y         | ACTIVE    |              |
| 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      |
| H2018                                                                        | 054 Neighborhood Outreach     | M-18-MC-17-0008 HOME INVESTMENT PARTNERSHIP                          |       | X       | Y         | ACTIVE    | 444,741      |
| H2019                                                                        | 054 Neighborhood Outreach     | M-19-MC-17-0203 HOME INVESTMENT PARTNERSHIP                          |       | X       | Y         | ACTIVE    |              |
| 49                                                                           | 065 Police                    | AP-20-0069 STEP                                                      |       | X       | Y         | ACTIVE    | 125,742      |
| 63                                                                           | 065 Police                    | AP-21-xxxx STEP PENDING                                              |       | X       | Y         | PENDING   | 101,118      |
| 44                                                                           | 065 Police                    | 2018 BULLETPROOF VEST PARTNERSHIP (BVP)                              |       | X       | Y         | ACTIVE    | 28,400       |
| 54                                                                           | 065 Police                    | 2019 BULLETPROOF VEST PARTNERSHIP (BVP)                              |       | X       | Y         | ACTIVE    | 15,099       |
| 59                                                                           | 070 Fire                      | EMW-2018-FO-05460 ASSISTANCE TO FIREFIGHTERS GRANT                   |       | X       | Y         | ACTIVE    | 80,932       |
| 09334                                                                        | 082 Public Works              | R-97-007-17 ILLINOIS JOBS NOW; BRUSH COLLEGE RD EXPENSION R-O-W      | X     |         | Y         | ACTIVE    | 2,006,014    |
| 09335                                                                        | 082 Public Works              | IL COMPETITIVE FREIGHT PROGRAM-BRUSH COLLEGE/FAIRES PKWY GRADE SEP   |       | X       | N         | ACTIVE    | 25,000,000   |
| 09336                                                                        | 082 Public Works              | PENDING-RAILROAD GRADE CROSSING PROTECTION FND GCPF BRUSH COLLEGE    | X     |         | N         | PENDING   | 12,000,000   |
| 1406                                                                         | 082 Public Works              | 15-203002 IL DCEO (MIDWEST INLAND PORT TRANSPORTATION STUDY)         | X     |         | N         | ON HOLD   | 250,000      |
| 1507                                                                         | 082 Public Works              | IEPA L17-5329 WATER POLLUTION CONTROL-7TH WARD SEWER                 |       | X       | Y         | ACTIVE    | 9,203,831    |
| 1706                                                                         | 082 Public Works              | CONTRIBUTED CAPITAL-MOUND ROAD/STEVENS CREEK WEST & MIDDLE BRIDGES   |       | X       | N         | ACTIVE    | 2,000,000    |
| 1722                                                                         | 082 Public Works              | IEPA L17-5498 WATER POLLUTION CONTROL-MCKINLEY SEWER                 |       | X       | Y         | ACTIVE    | 5,911,143    |
| L2020                                                                        | 350 Library                   | FY2020 IL PUBLIC LIBRARY PER CAPITA GRANT                            | X     |         | Y         | PENDING   |              |
| 61                                                                           | 350 Library                   | 20- 3031 -PNG PROJECT NEXT GENERATION                                |       | X       | Y         | ACTIVE    | 14,900       |
| F16-1                                                                        | 700 Mass Transit              | IL-2016-027-00 FY1 OPERATING ASSISTANCE/CAPITAL                      |       | X       | Y         | ACTIVE    | 1,651,807    |
| F17-2                                                                        | 700 Mass Transit              | IL-2017-029-02 FY17 REPLACEMENT OF CARPETING & BUS STOP IMPROVEMENTS |       | X       | Y         | ACTIVE    | 153,802      |
| F20                                                                          | 700 Mass Transit              | IL-2020-004-00 OPERATING ASSISTANCE                                  |       | X       | Y         | ACTIVE    | 1,800,000    |
| FC18                                                                         | 700 Mass Transit              | IL-2018-PND FY18 CAPITAL                                             |       | X       | Y         | SUBMITTED | 152,000      |
| FC19                                                                         | 700 Mass Transit              | IL-2019-PND FY19 CAPITAL                                             |       | X       | Y         | SUBMITTED | 148,400      |
| FC191                                                                        | 700 Mass Transit              | IL-2019-010-00 BUS PROCUREMENT GRANT                                 |       | X       | N         | ACTIVE    | 4,662,000    |
| FC20                                                                         | 700 Mass Transit              | IL-2020-010-01 PENDING FY20 CAPITAL                                  |       | X       | Y         | SUBMITTED | 296,100      |
| S19                                                                          | 700 Mass Transit              | OP-19-08-IL #4953 FY-2019 DOWNSTATE OPERATING ASSISTANCE GRANT       | X     |         | Y         | ACTIVE    | 11,057,000   |
| S20                                                                          | 700 Mass Transit              | OP-20-47-IL #5063 FY-2020 DOWNSTATE OPERATING ASSISTANCE GRANT       | X     |         | Y         | ACTIVE    | 12,162,700   |
| SC14                                                                         | 700 Mass Transit              | CAP-14-1034-ILL #4464 CAPITAL GRANT                                  | X     |         | Y         | ACTIVE    | 3,190,000    |
| 50                                                                           | 700 Mass Transit              | TS-18-317, DECATUR COMPREHENSIVE OPERATIONS ANALYSIS                 |       | X       | Y         | ACTIVE    | 60,000       |
| 51                                                                           | 700 Mass Transit              | TS-18-317, DECATUR COMPREHENSIVE OPERATIONS ANALYSIS                 | X     |         | Y         | ACTIVE    | 15,000       |
| <b>Bold print indicates information updated from previous month's report</b> |                               |                                                                      |       |         |           | Total     | 98,031,717   |
|                                                                              |                               |                                                                      |       |         |           | Active    | 85,024,099   |

**City of Decatur**  
**City Treasurer's Financial Report**  
**Expenditure Tracking**

**April 2020**

| Div                                   | Month of Fiscal Year          | Fund | 1<br>Jan  | 2<br>Feb  | 3<br>Mar  | 4<br>Apr  | 5<br>May | 6<br>Jun | 7<br>Jul | 8<br>Aug | 9<br>Sep | 10<br>Oct | 11<br>Nov | 12<br>Dec | Actual<br>YTD | Original<br>Budget | Revised<br>Budget | YTD<br>% of<br>Budget |
|---------------------------------------|-------------------------------|------|-----------|-----------|-----------|-----------|----------|----------|----------|----------|----------|-----------|-----------|-----------|---------------|--------------------|-------------------|-----------------------|
| <b>General Government</b>             |                               |      |           |           |           |           |          |          |          |          |          |           |           |           |               |                    |                   |                       |
| 010                                   | LEGISLATIVE                   | 10   | 8,357     | 2,507     | 2,636     | 3,495     |          |          |          |          |          |           |           |           | 16,995        | 63,000             | 63,000            | 27%                   |
| 015                                   | EXECUTIVE                     | 10   | 56,242    | 51,188    | 51,240    | 80,159    |          |          |          |          |          |           |           |           | 238,829       | 697,661            | 697,661           | 34%                   |
| 016                                   | HUMAN RESOURCES               | 10   | 41,111    | 36,689    | 39,695    | 51,582    |          |          |          |          |          |           |           |           | 169,077       | 568,577            | 568,577           | 30%                   |
| 017                                   | INFORMATION TECHNOLOGIES      | 10   | 167,074   | 126,221   | 99,579    | 163,763   |          |          |          |          |          |           |           |           | 556,637       | 1,993,326          | 1,993,326         | 28%                   |
| 018                                   | CITY CLERK                    | 10   | 1,027     | 415       | 347       | 699       |          |          |          |          |          |           |           |           | 2,489         | 11,130             | 11,130            | 22%                   |
| 020                                   | LEGAL                         | 10   | 71,827    | 69,229    | 65,762    | 95,549    |          |          |          |          |          |           |           |           | 302,367       | 928,072            | 928,072           | 33%                   |
| 035                                   | FINANCE                       | 10   | 104,434   | 97,229    | 93,995    | 186,711   |          |          |          |          |          |           |           |           | 482,369       | 1,547,756          | 1,547,756         | 31%                   |
| 037                                   | PURCHASING                    | 10   | 20,080    | 17,429    | 17,431    | 26,183    |          |          |          |          |          |           |           |           | 81,124        | 280,114            | 280,114           | 29%                   |
| 038                                   | CIVIC CENTER                  | 10   | 17,520    | 17,062    | 7,067     | 26,298    |          |          |          |          |          |           |           |           | 67,946        | 206,594            | 206,594           | 33%                   |
| 039                                   | CITY GENERAL ADMINISTRATIVE   | 10   | 138,500   | 35,365    | 170,489   | 5,000     |          |          |          |          |          |           |           |           | 349,354       | 1,700,254          | 1,700,254         | 21%                   |
| <b>Sub Total</b>                      |                               |      | 626,172   | 453,333   | 548,242   | 639,440   | -        | -        | -        | -        | -        | -         | -         | -         | 2,267,187     | 7,996,484          | 7,996,484         | 28%                   |
| <b>Development Services</b>           |                               |      |           |           |           |           |          |          |          |          |          |           |           |           |               |                    |                   |                       |
| 050                                   | PLANNING & SUSTAINABILITY     | 10   | 42,232    | 38,553    | 37,208    | 61,786    |          |          |          |          |          |           |           |           | 179,779       | 651,371            | 651,371           | 28%                   |
| 052                                   | BUILDING INSPECTIONS          | 10   | 47,654    | 48,246    | 55,092    | 71,198    |          |          |          |          |          |           |           |           | 222,192       | 669,412            | 669,412           | 33%                   |
| 053                                   | NEIGHBORHOOD INSPECTIONS      | 10   | 52,335    | 54,314    | 41,590    | 113,807   |          |          |          |          |          |           |           |           | 262,046       | 965,179            | 965,179           | 27%                   |
| 054                                   | REVITALIZATION & HOUSING SERV | 10   | 26,884    | 29,451    | 27,875    | 41,578    |          |          |          |          |          |           |           |           | 125,787       | 388,308            | 388,308           | 32%                   |
| 055                                   | ECONOMIC DEVELOPMENT          | 10   | 115,322   | 122,772   | 6,190     | 14,861    |          |          |          |          |          |           |           |           | 259,145       | 472,106            | 472,106           | 55%                   |
| <b>Sub Total</b>                      |                               |      | 284,427   | 293,337   | 167,955   | 303,231   | -        | -        | -        | -        | -        | -         | -         | -         | 1,048,949     | 3,146,376          | 3,146,376         | 33%                   |
| <b>Public Safety</b>                  |                               |      |           |           |           |           |          |          |          |          |          |           |           |           |               |                    |                   |                       |
| 065                                   | POLICE                        | 10   | 2,009,203 | 1,651,990 | 1,947,814 | 2,594,832 |          |          |          |          |          |           |           |           | 8,203,840     | 28,240,407         | 28,240,407        | 29%                   |
| 070                                   | FIRE                          | 10   | 1,202,818 | 1,115,596 | 1,103,564 | 1,845,712 |          |          |          |          |          |           |           |           | 5,267,689     | 20,752,278         | 20,752,278        | 25%                   |
| <b>Sub Total</b>                      |                               |      | 3,212,021 | 2,767,586 | 3,051,378 | 4,440,543 | -        | -        | -        | -        | -        | -         | -         | -         | 13,471,529    | 48,992,685         | 48,992,685        | 27%                   |
| <b>Public Works</b>                   |                               |      |           |           |           |           |          |          |          |          |          |           |           |           |               |                    |                   |                       |
| 080                                   | PUBLIC WORKS ADMIN            | 10   | 162,885   | 29,185    | 34,150    | 65,627    |          |          |          |          |          |           |           |           | 291,846       | 584,288            | 584,288           | 50%                   |
| 082                                   | ENGINEERING                   | 10   | 86,214    | 84,400    | 85,777    | 124,670   |          |          |          |          |          |           |           |           | 381,062       | 1,389,888          | 1,389,888         | 27%                   |
| 083                                   | MUNICIPAL SERVICES            | 10   | 367,224   | 382,485   | 354,548   | 503,171   |          |          |          |          |          |           |           |           | 1,607,428     | 4,895,768          | 4,895,768         | 33%                   |
| 084                                   | STREETS                       | 10   | 81,780    | 79,045    | 87,068    | 91,889    |          |          |          |          |          |           |           |           | 339,781       | 1,059,969          | 1,059,969         | 32%                   |
| 086                                   | TRAFFIC & PARKING             | 10   | 116,862   | 151,046   | 47,841    | 146,656   |          |          |          |          |          |           |           |           | 462,405       | 1,647,407          | 1,647,407         | 28%                   |
| 088                                   | URBAN FORESTRY                | 10   | 34,097    | 33,107    | 40,956    | 26,756    |          |          |          |          |          |           |           |           | 134,916       | 587,135            | 587,135           | 23%                   |
| <b>Sub Total</b>                      |                               |      | 849,063   | 759,267   | 650,340   | 958,768   | -        | -        | -        | -        | -        | -         | -         | -         | 3,217,438     | 10,164,455         | 10,164,455        | 32%                   |
| <b>General Fund Expenditure Total</b> |                               |      | 4,971,683 | 4,273,523 | 4,417,914 | 6,341,982 | -        | -        | -        | -        | -        | -         | -         | -         | 20,005,103    | 70,300,000         | 70,300,000        | 28%                   |



**City of Decatur**  
**City Treasurer's Financial Report**  
**Expenditure Tracking**

**April 2020**

| Div                            | Month of Fiscal Year          | Fund | 1<br>Jan         | 2<br>Feb         | 3<br>Mar         | 4<br>Apr       | 5<br>May | 6<br>Jun | 7<br>Jul | 8<br>Aug | 9<br>Sep | 10<br>Oct | 11<br>Nov | 12<br>Dec | Actual<br>YTD    | Original<br>Budget | Revised<br>Budget | YTD<br>% of<br>Budget |
|--------------------------------|-------------------------------|------|------------------|------------------|------------------|----------------|----------|----------|----------|----------|----------|-----------|-----------|-----------|------------------|--------------------|-------------------|-----------------------|
| <b>Development Services</b>    |                               |      |                  |                  |                  |                |          |          |          |          |          |           |           |           |                  |                    |                   |                       |
| 170                            | HOME PROGRAM                  | 17   | 6,447            | 2,300            | 2,952            | 1,292          |          |          |          |          |          |           |           |           | 12,991           | 364,628            | 364,628           | 4%                    |
| 171                            | PROGRAM DELIVERY COSTS        | 17   | 34,551           | 53               | -                | -              |          |          |          |          |          |           |           |           | 34,604           | 673,256            | 673,256           | 5%                    |
| 181                            | PROJECTS                      | 18   | 33,614           | 29,178           | 21,584           | 37,961         |          |          |          |          |          |           |           |           | 122,337          | 1,094,600          | 1,094,600         | 11%                   |
| 183                            | REHAB PROJECTS                | 18   | 67,417           | 67,192           | 68,077           | 66,300         |          |          |          |          |          |           |           |           | 268,986          | 605,624            | 605,624           | 44%                   |
| 184                            | ADMINISTRATION                | 18   | 23,079           | 17,833           | 22,618           | 24,056         |          |          |          |          |          |           |           |           | 87,586           | 469,591            | 469,591           | 19%                   |
| 220                            | DUATS                         | 22   | -                | 208,566          | 15,070           | 152            |          |          |          |          |          |           |           |           | 223,788          | 349,120            | 349,120           | 64%                   |
| 400                            | PEG PROJECTS                  | 40   | 2,528            | 4,080            | 2,481            | 21,943         |          |          |          |          |          |           |           |           | 31,033           | 79,397             | 79,397            | 39%                   |
| 701                            | MT-OPERATIONS                 | 70   | 80,454           | 54,992           | 1,122,961        | 527,201        |          |          |          |          |          |           |           |           | 1,785,608        | 6,948,878          | 6,948,878         | 26%                   |
| 702                            | MT-MAINTENANCE                | 70   | 69,246           | 20,813           | 110,979          | 46,936         |          |          |          |          |          |           |           |           | 247,973          | 450,136            | 450,136           | 55%                   |
| 703                            | MT-TRANSPORTATION             | 70   | 93,441           | 65,219           | 242,815          | 26,326         |          |          |          |          |          |           |           |           | 427,801          | 706,294            | 706,294           | 61%                   |
| 704                            | MT-INSURANCE                  | 70   | 26,241           | 1,075            | 23,891           | 1,075          |          |          |          |          |          |           |           |           | 52,282           | 70,400             | 70,400            | 74%                   |
| 705                            | MT-CAPITAL                    | 70   | 4,429,161        | 1,214,053        | -                | -              |          |          |          |          |          |           |           |           | 5,643,214        | 6,104,000          | 6,104,000         | 92%                   |
| 820                            | DCDF                          | 82   | 632              | 5,238            | 297              | -              |          |          |          |          |          |           |           |           | 6,167            | 155,000            | 155,000           | 4%                    |
| 840                            | COMMUNITY REVITALIZATION      | 84   | -                | -                | -                | 85             |          |          |          |          |          |           |           |           | 85               | 278,000            | 278,000           | 0%                    |
| 841                            | COMM REVITALIZATION GRANT     | 84   | 77,578           | 45,405           | 41,240           | 2,450          |          |          |          |          |          |           |           |           | 166,673          | 2,164,000          | 2,164,000         | 8%                    |
| 880                            | RECYCLING                     | 88   | 48,517           | 64,954           | 51,991           | 54,414         |          |          |          |          |          |           |           |           | 219,875          | 657,067            | 657,067           | 33%                   |
| <b>Sub Total</b>               |                               |      | <b>4,992,904</b> | <b>1,800,950</b> | <b>1,726,956</b> | <b>810,192</b> | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b>  | <b>-</b>  | <b>-</b>  | <b>9,331,002</b> | <b>21,169,991</b>  | <b>21,169,991</b> | <b>44%</b>            |
| <b>Redevelopment &amp; TIF</b> |                               |      |                  |                  |                  |                |          |          |          |          |          |           |           |           |                  |                    |                   |                       |
| 190                            | OLDE TOWNE TIF                | 19   | -                | -                | -                | -              |          |          |          |          |          |           |           |           | -                | 984,960            | 984,960           | 0%                    |
| 200                            | SE PLAZA TIF                  | 20   | -                | 26,418           | -                | -              |          |          |          |          |          |           |           |           | 26,418           | 379,106            | 379,106           | 7%                    |
| 210                            | WABASH CROSSING TIF           | 21   | -                | -                | -                | -              |          |          |          |          |          |           |           |           | -                | 1,116,000          | 1,116,000         | 0%                    |
| 230                            | EASTGATE TIF                  | 23   | -                | -                | -                | -              |          |          |          |          |          |           |           |           | -                | 308,009            | 308,009           | 0%                    |
| 241                            | SOUTHSIDE TIF                 | 24   | -                | -                | -                | -              |          |          |          |          |          |           |           |           | -                | 60,200             | 60,200            | 0%                    |
| 281                            | PINES SHOPPING CENTER TIF     | 28   | -                | 100,511          | -                | -              |          |          |          |          |          |           |           |           | 100,511          | 100,725            | 100,725           | 100%                  |
| 291                            | GRAND & OAKLAND TIF           | 29   | -                | 166,673          | -                | -              |          |          |          |          |          |           |           |           | 166,673          | 168,243            | 168,243           | 99%                   |
| <b>Sub Total</b>               |                               |      | <b>-</b>         | <b>293,602</b>   | <b>-</b>         | <b>-</b>       | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b>  | <b>-</b>  | <b>-</b>  | <b>293,602</b>   | <b>3,117,243</b>   | <b>3,117,243</b>  | <b>9%</b>             |
| <b>Public Safety</b>           |                               |      |                  |                  |                  |                |          |          |          |          |          |           |           |           |                  |                    |                   |                       |
| 251                            | STATE DRUG ACTIVITIES         | 25   | 21,618           | 8,930            | 8,973            | 22,505         |          |          |          |          |          |           |           |           | 62,025           | 321,360            | 321,360           | 19%                   |
| 260                            | DUI COURT FINES               | 26   | 7,969            | 24,727           | 1,136            | 676            |          |          |          |          |          |           |           |           | 34,508           | 151,000            | 151,000           | 23%                   |
| 270                            | POLICE PROGRAMS/LAB           | 27   | -                | 19               | 39               | 19             |          |          |          |          |          |           |           |           | 78               | 41,000             | 41,000            | 0%                    |
| 302                            | FEDERAL DRUG ENFORCEMENT      | 30   | -                | -                | -                | -              |          |          |          |          |          |           |           |           | -                | 150,000            | 150,000           | 0%                    |
| 371                            | FOREIGN FIRE INSURANCE        | 37   | 12,023           | 18,386           | 12,860           | 11,423         |          |          |          |          |          |           |           |           | 54,692           | 137,000            | 137,000           | 40%                   |
| 440                            | 2018 PROJECT FUND             | 44   | 190,206          | 2,697            | 254,064          | 28,578         |          |          |          |          |          |           |           |           | 475,545          | 6,261,016          | 6,261,016         | 8%                    |
| <b>Sub Total</b>               |                               |      | <b>231,816</b>   | <b>54,758</b>    | <b>277,073</b>   | <b>63,201</b>  | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b>  | <b>-</b>  | <b>-</b>  | <b>626,848</b>   | <b>7,061,376</b>   | <b>7,061,376</b>  | <b>9%</b>             |
| <b>Debt Service</b>            |                               |      |                  |                  |                  |                |          |          |          |          |          |           |           |           |                  |                    |                   |                       |
| 504                            | DS-2018 BOND-FIRE STATIONS    | 50   | -                | 465,800          | -                | -              |          |          |          |          |          |           |           |           | 465,800          | 656,200            | 656,200           | 71%                   |
| 505                            | DS-2018 BOND-FIRE RENOVATIONS | 50   | -                | 94,175           | -                | -              |          |          |          |          |          |           |           |           | 94,175           | 132,250            | 132,250           | 71%                   |
| 506                            | DS-2019 BOND                  | 50   | -                | -                | -                | -              |          |          |          |          |          |           |           |           | -                | 276,480            | 276,480           | 0%                    |
| 516                            | DS-2010A BOND                 | 50   | -                | -                | -                | -              |          |          |          |          |          |           |           |           | -                | 545,700            | 545,700           | 0%                    |
| 518                            | DS-2010C BOND                 | 50   | -                | -                | -                | -              |          |          |          |          |          |           |           |           | -                | 137,800            | 137,800           | 0%                    |
| 521                            | DS-2012 GO BOND               | 50   | -                | 704,376          | -                | -              |          |          |          |          |          |           |           |           | 704,376          | 746,322            | 746,322           | 94%                   |
| <b>Sub Total</b>               |                               |      | <b>-</b>         | <b>1,264,351</b> | <b>-</b>         | <b>-</b>       | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b>  | <b>-</b>  | <b>-</b>  | <b>1,264,351</b> | <b>2,494,752</b>   | <b>2,494,752</b>  | <b>51%</b>            |

**City of Decatur**  
**City Treasurer's Financial Report**  
**Expenditure Tracking**

**April 2020**

| 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 |
| <b>Public Works &amp; Capital</b>   |                               |     |            |            |            |            |     |     |     |     |     |     |     |            |             |             |             |
| 420                                 | LOCAL MFT INITIATIVE PROJECTS | 42  | 1,070      | 417        | 129,727    | 12,643     |     |     |     |     |     |     |     | 143,856    | 1,655,004   | 1,655,004   | 9%          |
| 421                                 | LOCAL STREET CAP PROJECTS     | 42  | -          | 598,143    | -          | -          |     |     |     |     |     |     |     | 598,143    | 1,191,429   | 1,191,429   | 50%         |
| 451                                 | CAPITAL STREET PROJECTS       | 45  | 5,000      | 76,924     | 505,000    | 5,000      |     |     |     |     |     |     |     | 591,924    | 1,042,250   | 1,042,250   | 57%         |
| 460                                 | MFT PROJECTS                  | 46  | 353,470    | 624,662    | 274,234    | 1,125,208  |     |     |     |     |     |     |     | 2,377,573  | 10,699,966  | 10,699,966  | 22%         |
| 601                                 | FLEET OPERATIONS              | 60  | 107,611    | 138,262    | 117,126    | 137,194    |     |     |     |     |     |     |     | 500,193    | 1,697,302   | 1,697,302   | 29%         |
| 602                                 | FLEET INVENTORY               | 60  | 22,499     | 56,204     | 93,534     | 61,684     |     |     |     |     |     |     |     | 233,920    | 1,225,600   | 1,225,600   | 19%         |
| 611                                 | POLICE CAPITAL                | 61  | 33,791     | 3,677      | 2,601      | 34,816     |     |     |     |     |     |     |     | 74,887     | 684,639     | 684,639     | 11%         |
| 612                                 | FIRE CAPITAL                  | 61  | -          | 77,541     | 1,118      | 68,762     |     |     |     |     |     |     |     | 147,421    | 186,303     | 186,303     | 79%         |
| 613                                 | PUBLIC WORKS CAPITAL          | 61  | -          | 66,174     | -          | -          |     |     |     |     |     |     |     | 66,174     | 268,711     | 268,711     | 25%         |
| 780                                 | STORM WATER PROJECTS          | 78  | 60,178     | 63,130     | 68,521     | 71,877     |     |     |     |     |     |     |     | 263,705    | 2,157,100   | 2,157,100   | 12%         |
| 782                                 | STORM DEBT SERVICE-2017 IEPA  | 78  | -          | -          | -          | -          |     |     |     |     |     |     |     | -          | 206,332     | 206,332     | 0%          |
| 790                                 | SEWER PROJECTS                | 79  | 224,688    | 586,188    | 1,303,497  | 1,645,945  |     |     |     |     |     |     |     | 3,760,318  | 13,529,122  | 13,529,122  | 28%         |
| 792                                 | SEWER DEBT SERVICE-2013 IEPA  | 79  | -          | -          | -          | 229,848    |     |     |     |     |     |     |     | 229,848    | 459,695     | 459,695     | 50%         |
| 793                                 | SEWER DEBT SERVICE-2015 IEPA  | 79  | 66,351     | -          | -          | -          |     |     |     |     |     |     |     | 66,351     | 132,702     | 132,702     | 50%         |
| 794                                 | SEWER DEBT SERVICE-2015 IEPA  | 79  | -          | -          | 254,060    | -          |     |     |     |     |     |     |     | 254,060    | 508,121     | 508,121     | 50%         |
| <b>Sub Total</b>                    |                               |     | 874,658    | 2,291,322  | 2,749,419  | 3,392,976  | -   | -   | -   | -   | -   | -   | -   | 9,308,375  | 35,644,276  | 35,644,276  | 26%         |
| <b>Library</b>                      |                               |     |            |            |            |            |     |     |     |     |     |     |     |            |             |             |             |
| 351                                 | LIBRARY OPERATIONS            | 35  | 291,465    | 279,410    | 302,547    | 382,654    |     |     |     |     |     |     |     | 1,256,076  | 3,985,458   | 3,985,458   | 32%         |
| 582                                 | LIBRARY CAPITAL PROJECTS      | 58  | -          | -          | -          | -          |     |     |     |     |     |     |     | -          | 250,000     | 250,000     | 0%          |
| 591                                 | DPL-CANTONI TRUST             | 59  | -          | -          | -          | -          |     |     |     |     |     |     |     | -          | -           | -           | -           |
| 592                                 | DPL-MEYER TRUST               | 59  | 1,977      | 2,015      | 2,000      | 3,000      |     |     |     |     |     |     |     | 8,992      | 47,000      | 47,000      | 19%         |
| 594                                 | DPL-DONATIONS                 | 59  | -          | -          | 715        | -          |     |     |     |     |     |     |     | 715        | 30,000      | 30,000      | 2%          |
| <b>Sub Total</b>                    |                               |     | 293,441    | 281,425    | 305,262    | 385,654    | -   | -   | -   | -   | -   | -   | -   | 1,265,783  | 4,312,458   | 4,312,458   | 29%         |
| <b>Other Miscellaneous</b>          |                               |     |            |            |            |            |     |     |     |     |     |     |     |            |             |             |             |
| 340                                 | BUILDING FUND                 | 34  | 9,112      | 265,948    | 28,677     | 333,937    |     |     |     |     |     |     |     | 637,674    | 1,080,010   | 1,080,010   | 59%         |
| 360                                 | BAND                          | 36  | 1,709      | 576        | 213        | 213        |     |     |     |     |     |     |     | 2,711      | 96,581      | 96,581      | 3%          |
| 641                                 | RISK MANAGEMENT               | 64  | 25,201     | 16,186     | 21,836     | 17,231     |     |     |     |     |     |     |     | 80,454     | 429,493     | 429,493     | 19%         |
| 642                                 | WORKER'S COMPENSATION         | 64  | 176,355    | 141,928    | 288,754    | 116,521    |     |     |     |     |     |     |     | 723,557    | 2,004,250   | 2,004,250   | 36%         |
| 643                                 | LIABILITY PROPERTY & CASUALTY | 64  | (38,271)   | 18,486     | 140,293    | 9,524      |     |     |     |     |     |     |     | 123,557    | 732,000     | 732,000     | 18%         |
| 651                                 | MEDICAL INSURANCE             | 65  | 865,276    | 714,879    | 905,377    | 767,281    |     |     |     |     |     |     |     | 3,252,814  | 11,812,424  | 11,812,424  | 28%         |
| 653                                 | UNEMPLOYMENT INSURANCE        | 65  | -          | -          | -          | -          |     |     |     |     |     |     |     | -          | 18,000      | 18,000      | 0%          |
| 770                                 | FIBER OPTICS                  | 77  | -          | 4,736      | 3,000      | 3,000      |     |     |     |     |     |     |     | 10,736     | 866,000     | 866,000     | 1%          |
| 850                                 | GRANTS                        | 85  | -          | -          | -          | -          |     |     |     |     |     |     |     | -          | 75,000      | 75,000      | 0%          |
| <b>Sub Total</b>                    |                               |     | 1,039,381  | 1,162,739  | 1,388,150  | 1,247,707  | -   | -   | -   | -   | -   | -   | -   | 4,837,977  | 17,113,758  | 17,113,758  | 28%         |
| <b>Water Utility &amp; Capital</b>  |                               |     |            |            |            |            |     |     |     |     |     |     |     |            |             |             |             |
| 801                                 | WATER PRODUCTION              | 80  | 272,592    | 465,548    | 361,537    | 406,196    |     |     |     |     |     |     |     | 1,505,873  | 5,428,244   | 5,428,244   | 28%         |
| 802                                 | WATER LAKE SERVICES           | 80  | 85,819     | 100,407    | 62,128     | 64,954     |     |     |     |     |     |     |     | 313,308    | 1,457,389   | 1,457,389   | 21%         |
| 803                                 | WATER ADMINISTRATION          | 80  | 331,747    | 332,369    | 346,397    | 340,563    |     |     |     |     |     |     |     | 1,351,076  | 6,803,233   | 6,803,233   | 20%         |
| 804                                 | WATER SERVICES                | 80  | 269,253    | 269,094    | 292,676    | 320,117    |     |     |     |     |     |     |     | 1,151,140  | 3,583,346   | 3,583,346   | 32%         |
| 805                                 | UTILITY CUSTOMER SERVICE      | 80  | 69,262     | 87,037     | 101,834    | 103,794    |     |     |     |     |     |     |     | 361,927    | 994,379     | 994,379     | 36%         |
| 808                                 | WATER DEBT SERV-GO BONDS      | 80  | -          | 6,539,409  | 450        | -          |     |     |     |     |     |     |     | 6,539,859  | 11,176,272  | 11,176,272  | 59%         |
| 809                                 | WATER DEBT-NITRATE FACILITY   | 80  | -          | -          | -          | -          |     |     |     |     |     |     |     | -          | 484,538     | 484,538     | 0%          |
| 80B                                 | WATER DEBT-MAIN&FRANK TANK    | 80  | 180,840    | -          | -          | -          |     |     |     |     |     |     |     | 180,840    | 361,681     | 361,681     | 50%         |
| 80C                                 | WATER DEBT-ENERGY PROJECT     | 80  | -          | 331,436    | -          | -          |     |     |     |     |     |     |     | 331,436    | 1,335,101   | 1,335,101   | 25%         |
| 811                                 | WATER NON LAKE CAPITAL        | 81  | 13,371     | 336,453    | 51,458     | 5,775      |     |     |     |     |     |     |     | 407,056    | 5,790,186   | 5,790,186   | 7%          |
| 812                                 | WATER LAKE CAPITAL            | 81  | 29,565     | -          | -          | -          |     |     |     |     |     |     |     | 29,565     | 1,140,000   | 1,140,000   | 3%          |
| 890                                 | WATER BONDS                   | 89  | -          | -          | -          | -          |     |     |     |     |     |     |     | -          | 3,303,547   | 3,303,547   | 0%          |
| <b>Sub Total</b>                    |                               |     | 1,252,449  | 8,461,754  | 1,216,481  | 1,241,398  | -   | -   | -   | -   | -   | -   | -   | 12,172,081 | 41,857,916  | 41,857,916  | 29%         |
| <b>Fudiciary Trust &amp; Agency</b> |                               |     |            |            |            |            |     |     |     |     |     |     |     |            |             |             |             |
| 900                                 | FIRE PENSION                  | 90  | 722,612    | 717,339    | 695,944    | 767,400.69 |     |     |     |     |     |     |     | 2,903,296  | 9,292,580   | 9,292,580   | 31%         |
| 910                                 | POLICE PENSION                | 91  | 746,579    | 748,680    | 736,152    | 751,585.31 |     |     |     |     |     |     |     | 2,982,997  | 9,522,476   | 9,522,476   | 31%         |
| <b>Sub Total</b>                    |                               |     | 1,469,191  | 1,466,020  | 1,432,096  | 1,518,986  | -   | -   | -   | -   | -   | -   | -   | 5,886,293  | 18,815,056  | 18,815,056  | 31%         |
| <b>Grand Total Expenditures</b>     |                               |     | 15,125,524 | 21,350,444 | 13,513,349 | 15,002,097 | -   | -   | -   | -   | -   | -   | -   | 64,991,415 | 221,886,826 | 221,886,826 | 29%         |

City of Decatur  
Water Utility Financial Report

Operating Fund Statement of Revenue and Expense

| USS (whole)                          | Current<br>Month<br>Actual | Current<br>Month<br>Budget | O(U)<br>Budget   | Prior<br>Year<br>Actual | O(U)<br>Prior Year |
|--------------------------------------|----------------------------|----------------------------|------------------|-------------------------|--------------------|
| <b>Revenue</b>                       |                            |                            |                  |                         |                    |
| Water Sales                          | 2,269,760                  | 2,401,709                  | (131,949)        | 2,394,054               | (124,294)          |
| UCB Billing Reimb                    | 42,352                     | 44,332                     | (1,980)          | 39,123                  | 3,229              |
| Tapping Fees                         | 2,327                      | 146                        | 2,181            | 134                     | 2,193              |
| Lake Permits/Lic (50%)               | 30                         | 35,390                     | (35,360)         | -                       | 30                 |
| Interest Income                      | 70                         | 19,358                     | (19,288)         | 5,286                   | (5,216)            |
| Other Income                         | 40,214                     | 1,133                      | 39,081           | 2,248                   | 37,966             |
| <b>Total Revenue</b>                 | <b>2,354,753</b>           | <b>2,502,068</b>           | <b>(147,315)</b> | <b>2,440,845</b>        | <b>(86,092)</b>    |
| <b>Cost of Service</b>               |                            |                            |                  |                         |                    |
| Water Production                     | 406,196                    | 481,860                    | (75,664)         | 405,035                 | 1,161              |
| Water Services                       | 320,117                    | 388,663                    | (68,546)         | 281,001                 | 39,116             |
| <b>Total Cost of Service</b>         | <b>726,313</b>             | <b>870,523</b>             | <b>(144,210)</b> | <b>686,036</b>          | <b>40,277</b>      |
| % of Revenue                         | 30.8%                      | 34.8%                      |                  | 28.1%                   |                    |
| <b>Water Gross Margin</b>            | <b>1,628,440</b>           | <b>1,631,545</b>           | <b>(3,105)</b>   | <b>1,754,809</b>        | <b>(126,369)</b>   |
| % of Revenue                         | 69.2%                      | 65.2%                      |                  | 71.9%                   |                    |
| <b>Operating Expense</b>             |                            |                            |                  |                         |                    |
| Lake Management                      | 64,954                     | 95,039                     | (30,085)         | 42,988                  | 21,966             |
| Water Administration                 | 340,563                    | 335,929                    | 4,634            | 327,508                 | 13,055             |
| Customer Service                     | 103,794                    | 109,305                    | (5,511)          | 97,620                  | 6,174              |
| <b>Total Operating Expense</b>       | <b>509,311</b>             | <b>540,273</b>             | <b>(30,962)</b>  | <b>468,116</b>          | <b>41,195</b>      |
| % of Revenue                         | 21.6%                      | 21.6%                      |                  | 19.2%                   |                    |
| <b>Margin Before Debt Service</b>    | <b>1,119,129</b>           | <b>1,091,272</b>           | <b>27,857</b>    | <b>1,286,693</b>        | <b>(167,564)</b>   |
| % of Revenue                         | 47.5%                      | 43.6%                      |                  | 52.7%                   |                    |
| <b>Debt Service</b>                  |                            |                            |                  |                         |                    |
| GO Bond Debt                         | -                          | -                          | -                | -                       | -                  |
| IEPA - Nitrate Facility              | -                          | -                          | -                | -                       | -                  |
| IEPA - Water Tower                   | -                          | -                          | -                | -                       | -                  |
| JCI - Auto Water Meter               | -                          | -                          | -                | -                       | -                  |
| <b>Total Debt Service</b>            | <b>-</b>                   | <b>-</b>                   | <b>-</b>         | <b>-</b>                | <b>-</b>           |
| % of Revenue                         | 0.0%                       | 0.0%                       |                  | 0.0%                    |                    |
| <b>Operating Income</b>              | <b>1,119,129</b>           | <b>1,091,272</b>           | <b>27,857</b>    | <b>1,286,693</b>        | <b>(167,564)</b>   |
| % of Revenue                         | 47.5%                      | 43.6%                      |                  | 52.7%                   |                    |
| <b>Transfer to Capital</b>           |                            |                            |                  |                         |                    |
| CapEx Funding                        | -                          | -                          | -                | -                       | -                  |
| <b>Income after Capital Transfer</b> | <b>1,119,129</b>           | <b>1,091,272</b>           | <b>27,857</b>    | <b>1,286,693</b>        | <b>(167,564)</b>   |
| % of Revenue                         | 47.5%                      | 43.6%                      |                  | 52.7%                   |                    |

|                                             |           |  |           |  |
|---------------------------------------------|-----------|--|-----------|--|
| <b>Balance Sheet Items (Operating Fund)</b> |           |  |           |  |
| Cash                                        | 2,773,183 |  | 3,195,760 |  |
| Interfund AR                                | -         |  | -         |  |
| Investments                                 | -         |  | -         |  |
| Total Cash & Investments                    | 2,773,183 |  | 3,195,760 |  |
| Accounts Receivable                         | 2,598,197 |  | 2,486,586 |  |

Month of: April 2020

| Current<br>YTD<br>Actual | Current<br>YTD<br>Budget | O(U)<br>Budget | Prior<br>YTD<br>Actual | O(U)<br>Prior Year |
|--------------------------|--------------------------|----------------|------------------------|--------------------|
| 9,331,987                | 9,239,291                | 92,696         | 9,209,842              | 122,145            |
| 173,258                  | 178,144                  | (4,886)        | 157,258                | 16,000             |
| 2,518                    | 6,557                    | (4,039)        | 5,996                  | (3,478)            |
| 68                       | 35,733                   | (35,665)       | -                      | 68                 |
| 8,392                    | 46,464                   | (38,072)       | 12,687                 | (4,295)            |
| 84,344                   | 28,150                   | 56,194         | 55,878                 | 28,466             |
| 9,600,567                | 9,534,339                | 66,228         | 9,441,661              | 158,906            |
| 1,505,873                | 1,523,203                | (17,330)       | 1,368,039              | 137,834            |
| 1,151,140                | 1,260,503                | (109,363)      | 1,078,265              | 72,875             |
| 2,657,013                | 2,783,706                | (126,693)      | 2,446,304              | 210,709            |
| 27.7%                    | 29.2%                    |                | 25.9%                  |                    |
| 6,943,554                | 6,750,633                | 192,921        | 6,995,357              | (51,803)           |
| 72.3%                    | 70.8%                    |                | 74.1%                  |                    |
| 313,308                  | 431,744                  | (118,436)      | 261,309                | 51,999             |
| 1,351,076                | 1,420,586                | (69,510)       | 1,414,511              | (63,435)           |
| 361,927                  | 337,525                  | 24,402         | 342,600                | 19,327             |
| 2,026,311                | 2,189,855                | (163,544)      | 2,018,420              | 7,891              |
| 21.1%                    | 23.0%                    |                | 21.4%                  |                    |
| 4,917,243                | 4,560,778                | 356,465        | 4,976,937              | (59,694)           |
| 51.2%                    | 47.8%                    |                | 52.7%                  |                    |
| 6,539,859                | 6,539,034                | 825            | 6,736,812              | (196,953)          |
| -                        | -                        | -              | -                      | -                  |
| 180,840                  | 180,840                  | -              | 180,840                | -                  |
| 331,436                  | 331,436                  | -              | 322,548                | 8,888              |
| 7,052,135                | 7,051,310                | 825            | 7,240,200              | (188,065)          |
| 73.5%                    | 74.0%                    |                | 76.7%                  |                    |
| (2,134,892)              | (2,490,532)              | 355,640        | (2,263,263)            | 128,371            |
| -22.2%                   | -26.1%                   |                | -24.0%                 |                    |
| -                        | -                        | -              | -                      | -                  |
| (2,134,892)              | (2,490,532)              | 355,640        | (2,263,263)            | 128,371            |
| -22.2%                   | -26.1%                   |                | -24.0%                 |                    |

Prepared By:

Office of the City Treasurer

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

Month of: **April 2020**

|                      | Current<br>Month<br>Actual | Current<br>YTD<br>Actual | Current<br>YTD<br>Budget | O(U)<br>Budget | Full<br>Year<br>Budget |
|----------------------|----------------------------|--------------------------|--------------------------|----------------|------------------------|
| <b>Revenue</b>       |                            |                          |                          |                |                        |
| CapEx Funding        | -                          | -                        | -                        | -              | 2,750,000              |
| ADM Cost Share       | -                          | 1,000,000                | 1,000,000                | -              | 1,000,000              |
| IEPA Loan draw down  | -                          | -                        | -                        | -              | -                      |
| Other                | 541                        | 45,604                   | 53,439                   | (7,835)        | 275,538                |
| <b>Total Revenue</b> | 541                        | 1,045,604                | 1,053,439                | (7,835)        | 4,025,538              |

**Comments**

CapEx funding from Water Operating Fund  
Actual ADM cost share

**CapEx Project Spending**

|                             |       |         |           |             |           |
|-----------------------------|-------|---------|-----------|-------------|-----------|
| Operating CapEx             | -     | 13,866  | -         | 13,866      | 300,000   |
| Professional Services       | -     | -       | -         | -           | 247,000   |
| Capital Equipment           | -     | 23,665  | 324,845   | (301,180)   | 500,000   |
| Water Distribution          | -     | -       | -         | -           | 34,000    |
| Pump Stations               | -     | -       | -         | -           | -         |
| Water Main Replacement      | -     | 306,655 | 888,768   | (582,113)   | 4,000,000 |
| Water System Improv         | 5,775 | 58,938  | 139,405   | (80,467)    | 350,897   |
| SWTP CapEx                  | -     | 3,933   | 377       | 3,556       | 642,186   |
| Lake Operating              | -     | 29,565  | -         | 29,565      | 10,000    |
| Other Equipment             | -     | -       | -         | -           | 30,000    |
| EPA Non Source              | -     | -       | -         | -           | 25,000    |
| Lakefront Development       | -     | -       | -         | -           | 430,000   |
| Sediment Control            | -     | -       | -         | -           | 35,000    |
| Additional Water Supply     | -     | -       | 128,873   | (128,873)   | 237,324   |
| xxxx                        | -     | -       | -         | -           | -         |
| xxxx                        | -     | -       | -         | -           | -         |
| xxxx                        | -     | -       | -         | -           | -         |
| <b>Total CapEx Spending</b> | 5,775 | 436,622 | 1,482,268 | (1,045,646) | 6,841,407 |

|                          |         |         |           |  |             |
|--------------------------|---------|---------|-----------|--|-------------|
| <b>Surplus (Deficit)</b> | (5,234) | 608,982 | (428,829) |  | (2,815,869) |
|--------------------------|---------|---------|-----------|--|-------------|

**Capital Fund Cash Position**

|                         |           |                                           |         |
|-------------------------|-----------|-------------------------------------------|---------|
| Cash at January 1, 2019 | 3,778,676 |                                           |         |
| Current Cash Position   | 3,319,235 | Cash Position Target at December 31, 2019 | 962,807 |
| Interfund AR            | 1,681,816 |                                           |         |

included in cash above -

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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 |
|-----------------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|---------------|----------------|
| <b>Current Year</b>                     |              |              |              |              |              |              |              |              |              |              |              |              |               |                |
| <b>Water Bill Count</b>                 |              |              |              |              |              |              |              |              |              |              |              |              |               |                |
| Original Bills                          |              |              |              |              |              |              |              |              |              |              |              |              |               |                |
| Residential                             | 27,465       | 24,550       | 27,457       | 26,983       |              |              |              |              |              |              |              |              | 106,455       |                |
| Industrial                              | 32           | 32           | 32           | 32           |              |              |              |              |              |              |              |              | 128           |                |
| Commercial                              | 2,740        | 2,544        | 2,703        | 2,741        |              |              |              |              |              |              |              |              | 10,728        |                |
| Total                                   | 30,237       | 27,126       | 30,192       | 29,756       | -            | -            | -            | -            | -            | -            | -            | -            | 117,311       | 99.4%          |
| Delinquent Bills                        |              |              |              |              |              |              |              |              |              |              |              |              |               |                |
| Residential                             | 8,038        | 6,813        | 2,918        | -            |              |              |              |              |              |              |              |              | 17,769        |                |
| Industrial                              | -            | -            | -            | -            |              |              |              |              |              |              |              |              | -             |                |
| Commercial                              | 369          | 254          | 84           | -            |              |              |              |              |              |              |              |              | 707           |                |
| Total                                   | 8,407        | 7,067        | 3,002        | -            | -            | -            | -            | -            | -            | -            | -            | -            | 18,476        | 61.8%          |
| Total Bill Count                        | 38,644       | 34,193       | 33,194       | 29,756       | -            | -            | -            | -            | -            | -            | -            | -            | 135,787       | 91.8%          |
| <b>Cubit Feet Consumption Billed</b>    |              |              |              |              |              |              |              |              |              |              |              |              |               |                |
| Residential                             | 11,707,150   | 10,372,676   | 11,006,905   | 11,570,632   |              |              |              |              |              |              |              |              | 44,657,363    | 98.1%          |
| Industrial                              | 40,279,029   | 41,245,674   | 39,936,974   | 40,084,847   |              |              |              |              |              |              |              |              | 161,546,524   | 98.7%          |
| Commercial                              | 9,711,877    | 9,498,783    | 9,776,629    | 9,805,724    |              |              |              |              |              |              |              |              | 38,793,013    | 100.1%         |
| Total                                   | 61,698,056   | 61,117,133   | 60,720,508   | 61,461,203   | -            | -            | -            | -            | -            | -            | -            | -            | 244,996,900   | 98.8%          |
| <b>Water Shut Offs</b>                  | 458          | 350          | 293          | -            |              |              |              |              |              |              |              |              | 1,101         | 83.4%          |
| <b>Customer Service Telephone Calls</b> | 5,497        | 4,608        | 4,192        | 4,230        |              |              |              |              |              |              |              |              | 18,527        | 99.6%          |
| <b>Water Billed \$</b>                  |              |              |              |              |              |              |              |              |              |              |              |              |               |                |
| Residential                             | \$ 703,504   | \$ 624,756   | \$ 667,568   | \$ 694,615   |              |              |              |              |              |              |              |              | \$ 2,690,442  | 100.3%         |
| Industrial                              | \$ 1,071,513 | \$ 1,094,639 | \$ 1,039,106 | \$ 1,041,534 |              |              |              |              |              |              |              |              | \$ 4,246,792  | 102.4%         |
| Commercial                              | \$ 498,734   | \$ 476,749   | \$ 495,919   | \$ 496,529   |              |              |              |              |              |              |              |              | \$ 1,967,930  | 103.1%         |
| Total                                   | \$ 2,273,751 | \$ 2,196,143 | \$ 2,202,592 | \$ 2,232,677 | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ 8,905,163  | 101.9%         |
| Penalty \$                              | \$ 12,927    | \$ 10,837    | \$ 4,533     | \$ -         |              |              |              |              |              |              |              |              | \$ 28,298     | 61.3%          |
| Total Billed                            | \$ 2,286,678 | \$ 2,206,981 | \$ 2,207,125 | \$ 2,232,677 | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ 8,933,461  | 101.7%         |
| <b>Water Gallonage</b>                  |              |              |              |              |              |              |              |              |              |              |              |              |               |                |
| Gallons (000)                           | 311,890      | 302,030      | 341,650      | 311,760      |              |              |              |              |              |              |              |              | 1,267,330     | 117.3%         |
| \$ Billed                               | \$ 94,815    | \$ 91,817    | \$ 103,862   | \$ 94,775    |              |              |              |              |              |              |              |              | \$ 385,268    | 117.3%         |
| <b>Water Billed vs Cash Receipts</b>    |              |              |              |              |              |              |              |              |              |              |              |              |               |                |
| Billed \$                               | \$ 2,381,493 | \$ 2,298,798 | \$ 2,310,987 | \$ 2,327,452 | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ 9,318,729  | 102.2%         |
| Cash Revenue \$                         | \$ 2,414,571 | \$ 2,333,114 | \$ 2,314,542 | \$ 2,269,760 |              |              |              |              |              |              |              |              | \$ 9,331,987  | 101.3%         |
| % Cash to Billed                        | 101.4%       | 101.5%       | 100.2%       | 97.5%        | -            | -            | -            | -            | -            | -            | -            | -            | 100.1%        |                |
| <b>Prior Year</b>                       |              |              |              |              |              |              |              |              |              |              |              |              |               |                |
| <b>Water Bill Count</b>                 |              |              |              |              |              |              |              |              |              |              |              |              |               |                |
| Original Bills                          |              |              |              |              |              |              |              |              |              |              |              |              |               |                |
| Residential                             | 27,735       | 25,525       | 26,305       | 27,644       | 28,607       | 23,764       | 28,621       | 27,007       | 24,637       | 27,701       | 24,026       | 28,618       | 320,190       |                |
| Industrial                              | 32           | 32           | 32           | 32           | 32           | 32           | 32           | 32           | 32           | 32           | 32           | 32           | 384           |                |
| Commercial                              | 2,765        | 2,541        | 2,649        | 2,689        | 2,831        | 2,443        | 2,783        | 2,697        | 2,496        | 2,787        | 2,381        | 2,873        | 31,935        |                |
| Total                                   | 30,532       | 28,098       | 28,986       | 30,365       | 31,470       | 26,239       | 31,436       | 29,736       | 27,165       | 30,520       | 26,439       | 31,523       | 352,509       |                |
| Delinquent Bills                        |              |              |              |              |              |              |              |              |              |              |              |              |               |                |
| Residential                             | 7,993        | 6,901        | 6,706        | 6,950        | 8,032        | 6,910        | 7,749        | 8,147        | 7,136        | 8,437        | 6,086        | 8,592        | 89,639        |                |
| Industrial                              | -            | -            | -            | -            | -            | -            | -            | 25           | 2            | -            | -            | -            | 27            |                |
| Commercial                              | 376          | 375          | 287          | 305          | 350          | 377          | 333          | 324          | 345          | 390          | 356          | 366          | 4,184         |                |
| Total                                   | 8,369        | 7,276        | 6,993        | 7,255        | 8,382        | 7,287        | 8,082        | 8,496        | 7,483        | 8,827        | 6,442        | 8,958        | 93,850        |                |
| Total Bill Count                        | 38,901       | 35,374       | 35,979       | 37,620       | 39,852       | 33,526       | 39,518       | 38,232       | 34,648       | 39,347       | 32,881       | 40,481       | 446,359       |                |
| <b>Cubit Feet Consumption Billed</b>    |              |              |              |              |              |              |              |              |              |              |              |              |               |                |
| Residential                             | 12,041,691   | 11,407,635   | 10,584,868   | 11,506,204   | 12,111,824   | 11,249,039   | 14,021,911   | 14,869,628   | 12,152,490   | 12,930,056   | 10,566,313   | 12,114,225   | 145,555,884   |                |
| Industrial                              | 41,841,009   | 41,375,005   | 37,010,223   | 43,526,726   | 42,700,648   | 44,404,008   | 45,261,989   | 45,128,038   | 45,878,359   | 43,707,149   | 38,624,948   | 40,522,893   | 509,980,995   |                |
| Commercial                              | 9,753,438    | 9,597,629    | 9,383,432    | 10,020,604   | 10,261,031   | 10,785,982   | 12,932,760   | 14,513,563   | 14,131,344   | 13,628,215   | 10,645,390   | 10,358,306   | 136,011,694   |                |
| Total                                   | 63,636,138   | 62,380,269   | 56,978,523   | 65,053,534   | 65,073,503   | 66,439,029   | 72,216,660   | 74,511,229   | 72,162,193   | 70,265,420   | 59,836,651   | 62,995,424   | 791,548,573   |                |
| <b>Water Shut Offs</b>                  | 339          | 340          | 300          | 341          | 317          | 286          | 370          | 361          | 344          | 385          | 318          | 365          | 4,066         |                |
| <b>Customer Service Tphone Calls</b>    | 4,819        | 4,615        | 4,383        | 4,780        | 5,124        | 4,787        | 5,481        | 5,443        | 5,231        | 5,376        | 4,846        | 5,576        | 60,461        |                |
| <b>Water Billed \$</b>                  |              |              |              |              |              |              |              |              |              |              |              |              |               |                |
| Residential                             | \$ 707,015   | \$ 664,990   | \$ 628,859   | \$ 681,520   | \$ 717,380   | \$ 665,840   | \$ 818,685   | \$ 850,040   | \$ 709,288   | \$ 759,172   | \$ 632,034   | \$ 727,674   | \$ 8,562,497  |                |
| Industrial                              | \$ 1,052,018 | \$ 1,037,122 | \$ 944,448   | \$ 1,115,622 | \$ 1,073,867 | \$ 1,136,982 | \$ 1,154,858 | \$ 1,183,611 | \$ 1,168,646 | \$ 1,120,429 | \$ 1,013,463 | \$ 1,053,726 | \$ 13,054,792 |                |
| Commercial                              | \$ 485,581   | \$ 467,965   | \$ 463,160   | \$ 491,233   | \$ 509,097   | \$ 516,558   | \$ 602,414   | \$ 652,443   | \$ 630,888   | \$ 624,932   | \$ 508,457   | \$ 527,206   | \$ 6,479,934  |                |
| Total                                   | \$ 2,244,614 | \$ 2,170,077 | \$ 2,036,467 | \$ 2,288,375 | \$ 2,300,344 | \$ 2,319,380 | \$ 2,575,957 | \$ 2,686,094 | \$ 2,508,822 | \$ 2,504,533 | \$ 2,153,954 | \$ 2,308,606 | \$ 28,097,223 |                |
| Penalty \$                              | \$ 12,791    | \$ 11,939    | \$ 10,836    | \$ 10,622    | \$ 12,709    | \$ 11,456    | \$ 13,507    | \$ 13,507    | \$ 13,902    | \$ 16,313    | \$ 11,404    | \$ 15,200    | \$ 181,202    |                |
| Total Billed                            | \$ 2,257,405 | \$ 2,182,016 | \$ 2,047,303 | \$ 2,298,997 | \$ 2,313,053 | \$ 2,330,836 | \$ 2,589,464 | \$ 2,726,617 | \$ 2,522,724 | \$ 2,520,846 | \$ 2,165,358 | \$ 2,323,806 | \$ 28,278,425 |                |
| <b>Water Gallonage</b>                  |              |              |              |              |              |              |              |              |              |              |              |              |               |                |
| Gallons (000)                           | 265,330      | 260,890      | 288,360      | 265,660      | 273,250      | 297,130      | 347,210      | 326,990      | 340,010      | 321,630      | 293,080      | 303,380      | 3,582,920     |                |
| \$ Billed                               | \$ 80,660    | \$ 79,311    | \$ 87,661    | \$ 80,761    | \$ 83,068    | \$ 90,328    | \$ 105,552   | \$ 99,405    | \$ 103,363   | \$ 97,776    | \$ 89,096    | \$ 92,228    | \$ 1,089,208  |                |
| <b>Water Billed vs Cash Receipts</b>    |              |              |              |              |              |              |              |              |              |              |              |              |               |                |
| Billed \$                               | \$ 2,338,065 | \$ 2,261,327 | \$ 2,134,964 | \$ 2,379,758 | \$ 2,396,121 | \$ 2,421,164 | \$ 2,695,016 | \$ 2,826,022 | \$ 2,626,087 | \$ 2,618,622 | \$ 2,254,454 | \$ 2,416,034 | \$ 29,367,633 |                |
| Cash Revenue \$                         | \$ 2,351,452 | \$ 2,242,273 | \$ 2,222,173 | \$ 2,394,054 | \$ 2,355,840 | \$ 2,366,561 | \$ 2,664,736 | \$ 2,726,050 | \$ 2,696,817 | \$ 2,672,361 | \$ 2,267,038 | \$ 2,436,758 | \$ 29,396,115 |                |
| % Cash to Billed                        | 100.6%       | 99.2%        | 104.1%       | 100.6%       | 98.3%        | 97.7%        | 98.9%        | 96.5%        | 102.7%       | 102.1%       | 100.6%       | 100.9%       | 100.1%        |                |

**City of Decatur**  
**Treasurer's Financial Report**  
**Headcount Staffing Level**

**Period Ending: April 2020**

|                              | 2020<br>Budget | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Prior<br>Yr End |
|------------------------------|----------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----------------|
| Full Time Staffing           |                |     |     |     |     |     |     |     |     |     |     |     |     |                 |
| Executive                    | 6              | 6   | 6   | 6   | 6   |     |     |     |     |     |     |     |     | 4               |
| Finance                      | 22             | 21  | 21  | 21  | 21  |     |     |     |     |     |     |     |     | 20              |
| Human Resources              | 4              | 4   | 4   | 4   | 4   |     |     |     |     |     |     |     |     | 4               |
| Information Technology       | 10             | 10  | 10  | 10  | 10  |     |     |     |     |     |     |     |     | 10              |
| Corporation Counsel          | 7              | 7   | 7   | 7   | 7   |     |     |     |     |     |     |     |     | 7               |
| Economic & Community Dev     | 20             | 19  | 18  | 19  | 19  |     |     |     |     |     |     |     |     | 20              |
| Public Safety                | 267            | 268 | 268 | 265 | 260 |     |     |     |     |     |     |     |     | 258             |
| Public Works                 | 113            | 111 | 111 | 110 | 111 |     |     |     |     |     |     |     |     | 110             |
| Total Full Time              | 449            | 446 | 445 | 442 | 438 | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 433             |
| Part Time Staffing           |                |     |     |     |     |     |     |     |     |     |     |     |     |                 |
| Executive                    |                |     |     |     |     |     |     |     |     |     |     |     |     | 0               |
| Legislative                  | 7              | 7   | 7   | 7   | 7   |     |     |     |     |     |     |     |     | 7               |
| Finance                      |                |     |     |     |     |     |     |     |     |     |     |     |     | 0               |
| Human Resources              |                |     |     |     |     |     |     |     |     |     |     |     |     | 0               |
| Information Technology       |                |     |     |     |     |     |     |     |     |     |     |     |     | 0               |
| Corporation Counsel          |                |     |     |     |     |     |     |     |     |     |     |     |     | 0               |
| Planning & Building Services |                |     |     |     |     |     |     |     |     |     |     |     |     | 0               |
| Neighborhood Services        |                |     |     |     |     |     |     |     |     |     |     |     |     | 0               |
| Public Safety                | 2              | 2   | 2   | 2   | 2   |     |     |     |     |     |     |     |     | 2               |
| Public Works                 |                |     |     |     |     |     |     |     |     |     |     |     |     | 1               |
| PW Water Management          |                |     |     |     |     |     |     |     |     |     |     |     |     | 0               |
| Total Temporary              | 9              | 9   | 9   | 9   | 9   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 10              |
| Total City Staff Headcount   | 458            | 455 | 454 | 451 | 447 | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 443             |

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

**Supplementary Statistics - Full Time Staffing**

|                              |     |      |      |      |      |  |  |  |  |  |  |  |  |      |
|------------------------------|-----|------|------|------|------|--|--|--|--|--|--|--|--|------|
| <b>General Fund Only</b>     | 388 | 386  | 385  | 382  | 378  |  |  |  |  |  |  |  |  | 375  |
| Staffing Increase            |     | 13   | 1    | 1    | 2    |  |  |  |  |  |  |  |  | 28   |
| Staffing Decrease            |     | 2    | 2    | 4    | 6    |  |  |  |  |  |  |  |  | 28   |
| Turnover Rate - Year to Date |     | 0.5% | 1.0% | 2.1% | 3.7% |  |  |  |  |  |  |  |  | 7.5% |
| <b>All Other Funds</b>       | 61  | 60   | 60   | 60   | 60   |  |  |  |  |  |  |  |  | 58   |
| Staffing Increase            |     | 2    | 0    | 0    | 0    |  |  |  |  |  |  |  |  | 2    |
| Staffing Decrease            |     | 0    | 0    | 0    | 0    |  |  |  |  |  |  |  |  | 2    |
| Turnover Rate - Year to Date |     | 0.0% | 0.0% | 0.0% | 0.0% |  |  |  |  |  |  |  |  | 3.4% |

**City of Decatur**  
**Treasurer's Financial Report**  
**Headcount Staffing Level**

**Period Ending: April 2020**

|                                       | 2020<br>Budget | Current Year Staffing Levels |     |     |     |     |     |     |     |     |     |     |     | Prior<br>Yr End |
|---------------------------------------|----------------|------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----------------|
|                                       |                | Jan                          | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |                 |
| <b>Full Time Staff</b>                |                |                              |     |     |     |     |     |     |     |     |     |     |     |                 |
| <b>Executive</b>                      |                |                              |     |     |     |     |     |     |     |     |     |     |     |                 |
| Executive                             | 3              | 3                            | 3   | 3   | 3   |     |     |     |     |     |     |     |     | 3               |
| City Clerk                            | 1              | 1                            | 1   | 1   | 1   |     |     |     |     |     |     |     |     | 1               |
| Mass Transit                          | 2              | 2                            | 2   | 2   | 2   |     |     |     |     |     |     |     |     | 0               |
| Total                                 | 6              | 6                            | 6   | 6   | 6   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 4               |
| <b>Financial Management</b>           |                |                              |     |     |     |     |     |     |     |     |     |     |     |                 |
| Finance                               | 13             | 12                           | 12  | 12  | 12  |     |     |     |     |     |     |     |     | 11              |
| Purchasing                            | 2              | 2                            | 2   | 2   | 2   |     |     |     |     |     |     |     |     | 2               |
| Water Customer Service                | 7              | 7                            | 7   | 7   | 7   |     |     |     |     |     |     |     |     | 7               |
| Total                                 | 22             | 21                           | 21  | 21  | 21  | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 20              |
| Human Resources                       | 4              | 4                            | 4   | 4   | 4   |     |     |     |     |     |     |     |     | 4               |
| Information Technology                | 10             | 10                           | 10  | 10  | 10  |     |     |     |     |     |     |     |     | 10              |
| Corporation Legal Counsel             | 7              | 7                            | 7   | 7   | 7   |     |     |     |     |     |     |     |     | 7               |
| <b>Economic &amp; Community Devel</b> |                |                              |     |     |     |     |     |     |     |     |     |     |     |                 |
| Planning & Sustainability             | 6              | 5                            | 5   | 5   | 5   |     |     |     |     |     |     |     |     | 5               |
| Building Inspections                  | 6              | 6                            | 6   | 6   | 6   |     |     |     |     |     |     |     |     | 6               |
| Neighborhood Inspection               | 5              | 5                            | 4   | 5   | 5   |     |     |     |     |     |     |     |     | 5               |
| Revitalization & Housing Serv         | 3              | 3                            | 3   | 3   | 3   |     |     |     |     |     |     |     |     | 3               |
| Mass Transit                          | 0              |                              |     |     |     |     |     |     |     |     |     |     |     | 1               |
| Total                                 | 20             | 19                           | 18  | 19  | 19  | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 20              |
| <b>Public Safety</b>                  |                |                              |     |     |     |     |     |     |     |     |     |     |     |                 |
| Fire                                  | 109            | 109                          | 109 | 109 | 104 |     |     |     |     |     |     |     |     | 109             |
| Police                                | 158            | 159                          | 159 | 156 | 156 |     |     |     |     |     |     |     |     | 149             |
| Total                                 | 267            | 268                          | 268 | 265 | 260 | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 258             |
| <b>Public Works</b>                   |                |                              |     |     |     |     |     |     |     |     |     |     |     |                 |
| PW Administration                     | 2              | 2                            | 2   | 2   | 2   |     |     |     |     |     |     |     |     | 2               |
| PW Engineering                        | 12             | 11                           | 11  | 11  | 11  |     |     |     |     |     |     |     |     | 11              |
| PW Municipal Services                 | 47             | 47                           | 47  | 46  | 47  |     |     |     |     |     |     |     |     | 47              |
| Fleet Maintenance                     | 8              | 8                            | 8   | 8   | 8   |     |     |     |     |     |     |     |     | 8               |
| Water Production (Admin)              | 2              | 2                            | 2   | 2   | 2   |     |     |     |     |     |     |     |     | 2               |
| Water Production (Lake)               | 4              | 4                            | 4   | 4   | 4   |     |     |     |     |     |     |     |     | 4               |
| Water Production                      | 15             | 14                           | 14  | 14  | 14  |     |     |     |     |     |     |     |     | 13              |
| Water Services                        | 23             | 23                           | 23  | 23  | 23  |     |     |     |     |     |     |     |     | 23              |
| Total                                 | 113            | 111                          | 111 | 110 | 111 | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 110             |
| Total City Staffing                   | 449            | 446                          | 445 | 442 | 438 | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 433             |

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

**City of Decatur**  
**Treasurer's Financial Report**  
**Headcount Staffing Level**

**Period Ending: April 2020**

|                                       | 2020<br>Budget | Current Year Staffing Levels |     |     |     |     |     |     |     |     |     |     |     | Prior<br>Yr End |
|---------------------------------------|----------------|------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----------------|
|                                       |                | Jan                          | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |                 |
| <b>Part Time / Temporary Staff</b>    |                |                              |     |     |     |     |     |     |     |     |     |     |     |                 |
| <b>Executive</b>                      |                |                              |     |     |     |     |     |     |     |     |     |     |     |                 |
| City Clerk                            |                |                              |     |     |     |     |     |     |     |     |     |     |     |                 |
| Total                                 | 0              | 0                            | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0               |
| <b>Legislative</b>                    | 7              | 7                            | 7   | 7   | 7   |     |     |     |     |     |     |     |     | 7               |
| <b>Financial Management</b>           |                |                              |     |     |     |     |     |     |     |     |     |     |     |                 |
| Finance                               |                |                              |     |     |     |     |     |     |     |     |     |     |     |                 |
| Purchasing                            |                |                              |     |     |     |     |     |     |     |     |     |     |     |                 |
| Risk Management                       |                |                              |     |     |     |     |     |     |     |     |     |     |     |                 |
| Water Customer Service                |                |                              |     |     |     |     |     |     |     |     |     |     |     |                 |
| Total                                 | 0              | 0                            | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0               |
| <b>Information Technology</b>         |                |                              |     |     |     |     |     |     |     |     |     |     |     | 0               |
| <b>Human Resources</b>                |                |                              |     |     |     |     |     |     |     |     |     |     |     | 0               |
| <b>Corporation Legal Counsel</b>      |                |                              |     |     |     |     |     |     |     |     |     |     |     | 0               |
| <b>Economic &amp; Community Devel</b> |                |                              |     |     |     |     |     |     |     |     |     |     |     |                 |
| Planning & Sustainability             |                |                              |     |     |     |     |     |     |     |     |     |     |     |                 |
| Building Inspections                  |                |                              |     |     |     |     |     |     |     |     |     |     |     |                 |
| Neighborhood Inspection               |                |                              |     |     |     |     |     |     |     |     |     |     |     |                 |
| Revitalization & Housing Serv         |                |                              |     |     |     |     |     |     |     |     |     |     |     |                 |
| Mass Transit                          |                |                              |     |     |     |     |     |     |     |     |     |     |     |                 |
| Total                                 | 0              | 0                            | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0               |
| <b>Public Safety</b>                  |                |                              |     |     |     |     |     |     |     |     |     |     |     |                 |
| Fire                                  |                |                              |     |     |     |     |     |     |     |     |     |     |     |                 |
| Police                                | 2              | 2                            | 2   | 2   | 2   |     |     |     |     |     |     |     |     | 2               |
| Police Communications                 |                |                              |     |     |     |     |     |     |     |     |     |     |     |                 |
| Total                                 | 2              | 2                            | 2   | 2   | 2   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 2               |
| <b>Public Works</b>                   |                |                              |     |     |     |     |     |     |     |     |     |     |     |                 |
| Administration                        |                |                              |     |     |     |     |     |     |     |     |     |     |     |                 |
| Engineering                           |                |                              |     |     |     |     |     |     |     |     |     |     |     | 1               |
| Municipal Services                    |                |                              |     |     |     |     |     |     |     |     |     |     |     |                 |
| Water Administration                  |                |                              |     |     |     |     |     |     |     |     |     |     |     |                 |
| Water Production                      |                |                              |     |     |     |     |     |     |     |     |     |     |     |                 |
| Water Services                        |                |                              |     |     |     |     |     |     |     |     |     |     |     |                 |
| Total                                 | 0              | 0                            | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 1               |
| <b>Total City Staffing</b>            | 9              | 9                            | 9   | 9   | 9   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 10              |

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

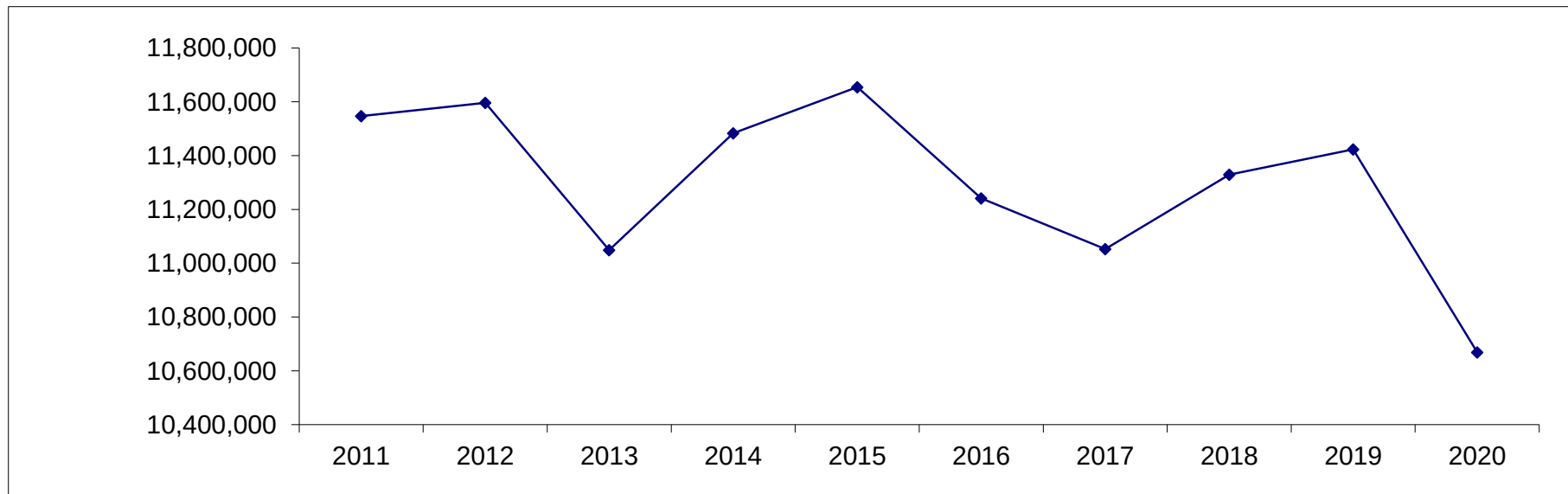


Projected Revenues

**STATE SALES TAX**

| MONTH     | 2011      | 2012      | 2013      | 2014      | 2015      | 2016      | 2017      | 2018      | 2019      | 2020        |
|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-------------|
|           | Actual    | Actual    | Actual    | Actual    | Actual    | Actual    | Actual    | Actual    | Actual    |             |
| JANUARY   | 916,053   | 939,211   | 918,325   | 938,684   | 963,009   | 946,811   | 902,833   | 882,653   | 984,872   | 984,354 A   |
| FEBRUARY  | 1,104,610 | 935,641   | 880,247   | 914,587   | 941,678   | 904,631   | 899,838   | 917,921   | 935,303   | 955,006 A   |
| MARCH     | 1,140,844 | 1,158,700 | 1,076,758 | 1,106,071 | 1,120,789 | 1,119,498 | 1,107,270 | 1,088,364 | 1,093,971 | 1,112,877 A |
| APRIL     | 844,138   | 871,624   | 856,724   | 825,291   | 857,417   | 824,458   | 789,769   | 840,607   | 801,923   | 850,408 A   |
| MAY       | 851,665   | 986,897   | 884,323   | 868,465   | 877,404   | 867,538   | 837,972   | 819,180   | 845,440   | 856,202 P   |
| JUNE      | 941,869   | 1,021,804 | 954,864   | 974,156   | 978,888   | 940,736   | 957,693   | 978,292   | 975,295   | 920,719 P   |
| JULY      | 966,695   | 918,786   | 922,915   | 935,127   | 944,686   | 887,325   | 906,452   | 942,693   | 968,093   | 777,736 P   |
| AUGUST    | 942,384   | 991,930   | 796,714   | 1,028,409 | 992,900   | 943,818   | 935,012   | 1,010,708 | 1,011,477 | 847,981 P   |
| SEPTEMBER | 976,252   | 951,845   | 948,422   | 979,712   | 1,006,626 | 994,684   | 953,644   | 978,357   | 930,277   | 793,826 P   |
| OCTOBER   | 942,225   | 911,934   | 925,873   | 981,740   | 991,641   | 933,239   | 891,372   | 943,494   | 979,187   | 864,689 P   |
| NOVEMBER  | 955,438   | 1,001,513 | 964,174   | 961,614   | 1,003,087 | 962,595   | 934,414   | 991,142   | 967,297   | 865,511 P   |
| DECEMBER  | 965,215   | 906,055   | 919,141   | 969,684   | 976,633   | 916,175   | 935,863   | 935,419   | 930,430   | 839,668 P   |

|               |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |
|---------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| <b>TOTALS</b> | <b>11,547,387</b> | <b>11,595,938</b> | <b>11,048,482</b> | <b>11,483,540</b> | <b>11,654,760</b> | <b>11,241,506</b> | <b>11,052,132</b> | <b>11,328,832</b> | <b>11,423,564</b> | <b>10,668,979</b> |
|---------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|

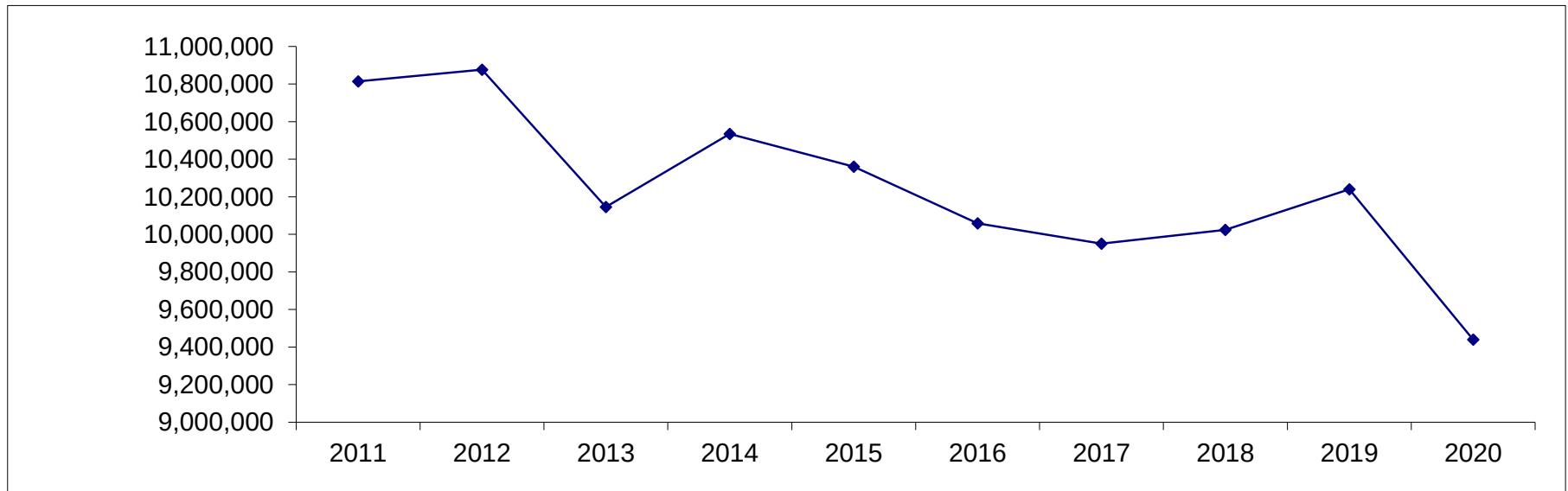


Funds split in General, Southeast TIF, Eastgate TIF, Pines TIF and Grand/Oakland TIF funds

Projected Revenues

# LOCAL SALES TAX

| MONTH     | 2011       | 2012       | 2013       | 2014       | 2015       | 2016       | 2017      | 2018       | 2019       | 2020      |
|-----------|------------|------------|------------|------------|------------|------------|-----------|------------|------------|-----------|
|           | Actual     | Actual     | Actual     | Actual     | Actual     | Actual     | Actual    | Actual     | Actual     |           |
| JANUARY   | 841,530    | 914,456    | 861,196    | 887,481    | 889,089    | 848,993    | 818,066   | 807,770    | 892,334    | 880,608 A |
| FEBRUARY  | 880,959    | 911,162    | 880,506    | 862,759    | 863,243    | 833,995    | 838,995   | 837,288    | 864,722    | 856,677 A |
| MARCH     | 1,105,939  | 1,088,443  | 1,012,286  | 1,022,997  | 1,000,115  | 1,036,321  | 995,383   | 959,353    | 963,236    | 960,429 A |
| APRIL     | 767,991    | 758,516    | 773,089    | 739,227    | 739,805    | 703,472    | 702,734   | 712,309    | 698,869    | 734,157 A |
| MAY       | 761,238    | 929,937    | 775,938    | 779,506    | 764,685    | 744,767    | 729,878   | 716,975    | 739,341    | 755,950 P |
| JUNE      | 863,436    | 942,726    | 853,033    | 865,335    | 832,374    | 840,488    | 855,602   | 852,317    | 858,115    | 806,603 P |
| JULY      | 925,802    | 864,230    | 846,702    | 864,489    | 833,551    | 791,839    | 814,658   | 807,532    | 860,421    | 681,572 P |
| AUGUST    | 959,067    | 927,747    | 619,512    | 957,423    | 906,467    | 867,107    | 877,154   | 909,719    | 920,833    | 748,819 P |
| SEPTEMBER | 950,587    | 899,635    | 901,318    | 916,077    | 911,765    | 904,129    | 852,928   | 890,655    | 873,345    | 735,491 P |
| OCTOBER   | 898,365    | 838,868    | 860,182    | 882,079    | 875,986    | 822,711    | 779,788   | 836,215    | 868,200    | 757,265 P |
| NOVEMBER  | 916,686    | 902,358    | 897,029    | 884,609    | 882,605    | 854,078    | 835,747   | 866,834    | 875,836    | 778,022 P |
| DECEMBER  | 942,430    | 898,532    | 864,499    | 872,277    | 860,119    | 810,233    | 849,336   | 827,137    | 824,656    | 743,831 P |
| TOTALS    | 10,814,030 | 10,876,609 | 10,145,292 | 10,534,258 | 10,359,805 | 10,058,133 | 9,950,270 | 10,024,104 | 10,239,908 | 9,439,423 |

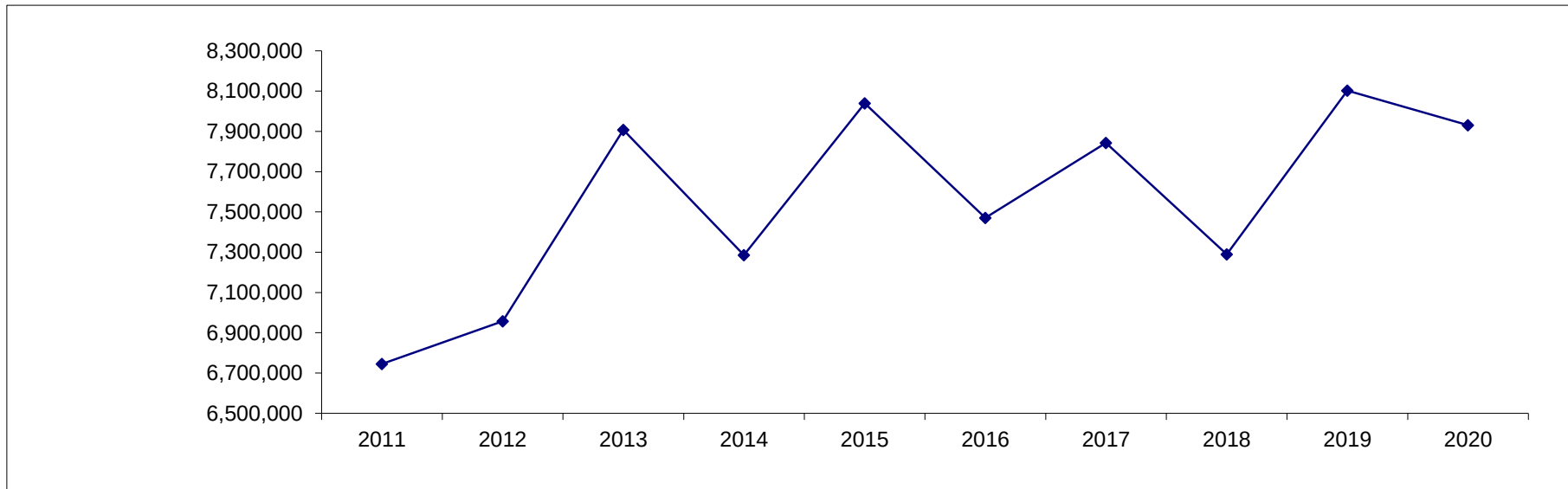


Funds split in General, Southeast TIF, Eastgate TIF, Pines TIF and Grand & Oakland TIF funds.

**State imposed 2% administrative fee for SFY18 began with September 2017 distribution; decreased to 1.5% for SFY19 and continued at 1.5% for SFY20.**

## STATE INCOME TAX

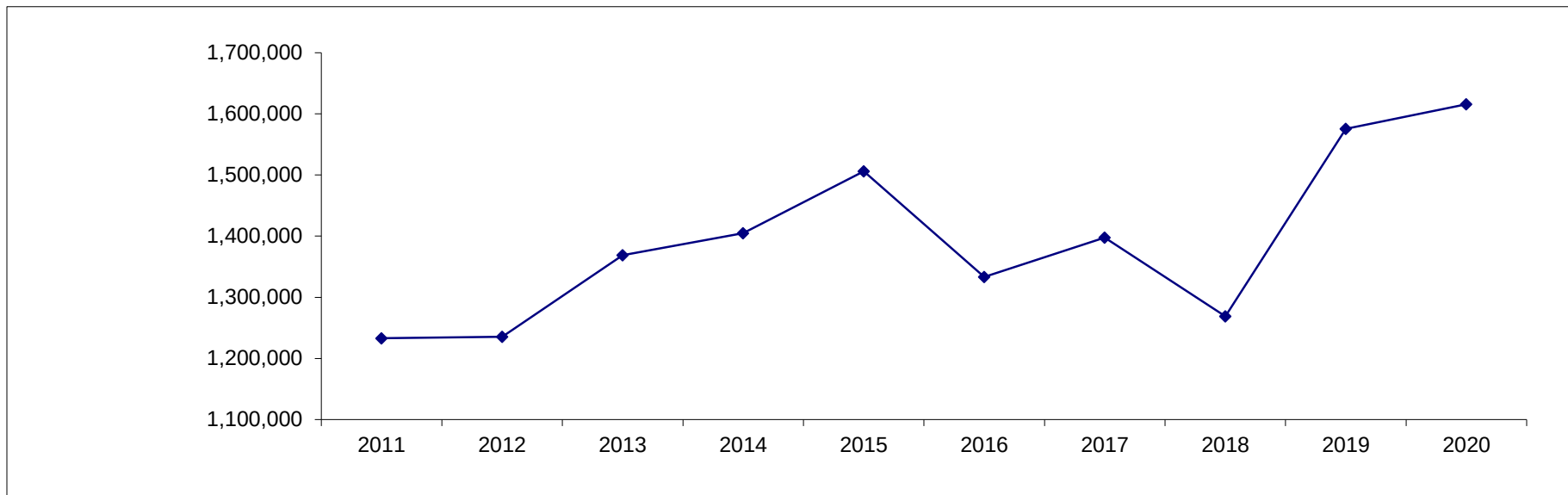
| MONTH         | 2011             | 2012             | 2013             | 2014             | 2015             | 2016             | 2017             | 2018             | 2019             | 2020             |
|---------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
|               | Actual           | Actual           | Actual           | Actual           | Actual           | Actual           | Actual           | Actual           | Actual           |                  |
| JANUARY       | 805,061          | 761,050          | 632,905          | 850,845          | 852,700          | 912,628          | 851,716          | 578,461          | 631,574          | 696,621 A        |
| FEBRUARY      | 1,038,247        | 0                | 478,227          | 0                | 0                | 0                | 0                | 837,319          | 759,834          | 717,710 A        |
| MARCH         | 493,074          | 619,124          | 394,663          | 699,395          | 620,094          | 751,474          | 1,411,585        | 420,941          | 457,518          | 533,688 A        |
| APRIL         | 562,140          | 394,295          | 1,333,938        | 742,236          | 925,184          | 822,346          | 0                | 646,373          | 734,870          | 783,855 A        |
| MAY           | 0                | 1,187,505        | 404,944          | 423,934          | 403,609          | 476,082          | 396,235          | 1,044,019        | 1,528,635        | 1,584,036 P      |
| JUNE          | 694,679          | 424,269          | 703,157          | 741,339          | 824,784          | 1,774,951        | 764,129          | 482,298          | 477,387          | 415,538 P        |
| JULY          | 942,538          | 658,753          | 1,298,806        | 1,150,541        | 1,364,531        | 0                | 1,547,903        | 652,113          | 713,920          | 621,427 P        |
| AUGUST        | 761,549          | 956,491          | 441,258          | 428,542          | 566,667          | 496,310          | 698,009          | 478,694          | 511,760          | 445,458 P        |
| SEPTEMBER     | 454,403          | 502,880          | 675,812          | 709,251          | 1,263,519        | 1,120,799        | 727,037          | 467,186          | 452,932          | 422,413 P        |
| OCTOBER       | 0                | 645,769          | 419,882          | 818,347          | 0                | 0                | 599,068          | 726,093          | 808,115          | 753,663 P        |
| NOVEMBER      | 588,653          | 405,227          | 409,627          | 0                | 441,918          | 450,551          | 450,852          | 522,953          | 527,420          | 491,882 P        |
| DECEMBER      | 404,975          | 401,952          | 714,661          | 721,926          | 776,691          | 665,793          | 396,923          | 433,456          | 498,389          | 464,807 P        |
|               | 10 ct-5 mo delay | 13 ct-4 mo delay | 13 ct-3 mo delay | 13 ct-2 mo delay | 12 ct-2 mo delay | 12 ct-2 mo delay | 12 ct-2 mo delay | 14 ct-no delay   |                  |                  |
| <b>TOTALS</b> | <b>6,745,318</b> | <b>6,957,316</b> | <b>7,907,881</b> | <b>7,286,357</b> | <b>8,039,696</b> | <b>7,470,934</b> | <b>7,843,458</b> | <b>7,289,905</b> | <b>8,102,353</b> | <b>7,931,098</b> |



State's 10% reduction for SFY18 began with August 2017 distribution; reduction of 5% for SFY19; retained 5% reduction for SFY20.

**PERSONAL PROPERTY REPLACEMENT TAX**

| <b>MONTH</b>     | <b>2011</b>      | <b>2012</b>      | <b>2013</b>      | <b>2014</b>      | <b>2015</b>      | <b>2016</b>      | <b>2017</b>      | <b>2018</b>      | <b>2019</b>      | <b>2020</b>      |   |
|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|---|
|                  | Actual           | Actual           | Actual           | Actual           | Actual           | Actual           | Actual           | Actual           | Actual           |                  |   |
| <b>JANUARY</b>   | 134,079          | 180,082          | 185,383          | 233,315          | 202,878          | 195,051          | 217,463          | 143,616          | 153,006          | 226,930          | A |
| <b>FEBRUARY</b>  | 7,154            | 1,565            | 1,605            | 2,024            | 717              | 0                | 0                | 0                | 0                | 1,981            | A |
| <b>MARCH</b>     | 78,877           | 61,281           | 62,898           | 80,778           | 70,137           | 83,788           | 147,880          | 132,622          | 67,368           | 45,669           | A |
| <b>APRIL</b>     | 262,367          | 276,320          | 303,821          | 309,261          | 364,335          | 271,921          | 352,780          | 260,085          | 301,619          | 318,601          | A |
| <b>MAY</b>       | 188,640          | 187,031          | 265,561          | 227,806          | 293,618          | 219,695          | 227,189          | 269,213          | 365,884          | 355,096          | B |
| <b>JUNE</b>      | 3,923            | 5,417            | 937              | 0                | 2,501            | 12,343           | 0                | 0                | 3,173            | 3,079            | B |
| <b>JULY</b>      | 176,542          | 238,582          | 260,211          | 229,514          | 238,695          | 239,680          | 239,384          | 206,222          | 217,352          | 210,943          | B |
| <b>AUGUST</b>    | 43,808           | 28,828           | 29,295           | 24,688           | 32,169           | 27,902           | 10,712           | 20,842           | 26,075           | 25,306           | B |
| <b>SEPTEMBER</b> | 381              | 3,931            | 0                | 6,877            | 2,356            | 4,554            | 0                | 0                | 0                | 0                | B |
| <b>OCTOBER</b>   | 292,298          | 181,562          | 188,719          | 227,489          | 239,950          | 218,004          | 160,071          | 190,221          | 376,967          | 365,852          | B |
| <b>NOVEMBER</b>  | 2,542            | 1,579            | 0                | 0                | 0                | 1,876            | 0                | 0                | 1,332            | 1,293            | B |
| <b>DECEMBER</b>  | 42,441           | 69,220           | 70,395           | 63,058           | 58,604           | 58,514           | 42,179           | 46,033           | 62,824           | 60,972           | B |
| <b>TOTALS</b>    | <b>1,233,053</b> | <b>1,235,400</b> | <b>1,368,825</b> | <b>1,404,809</b> | <b>1,505,959</b> | <b>1,333,328</b> | <b>1,397,658</b> | <b>1,268,855</b> | <b>1,575,600</b> | <b>1,615,721</b> |   |



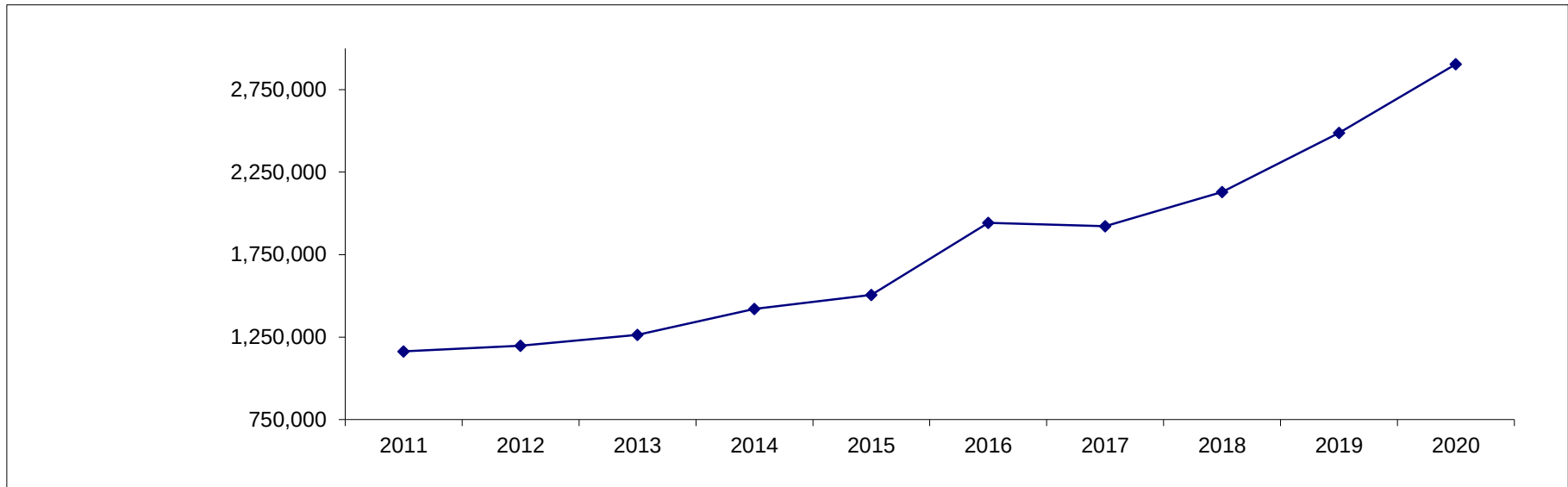
Funds split in General and Library funds



Projected Revenues

**LOCAL USE TAX**

| MONTH     | 2011      | 2012      | 2013      | 2014      | 2015      | 2016      | 2017      | 2018      | 2019      | 2020      |   |
|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|---|
|           | Actual    | Actual    | Actual    | Actual    | Actual    | Actual    | Actual    | Actual    | Actual    |           |   |
| JANUARY   | 118,641   | 89,854    | 98,119    | 115,740   | 136,569   | 295,435   | 159,854   | 166,257   | 205,607   | 244,618   | A |
| FEBRUARY  | 92,228    | 90,475    | 103,364   | 108,961   | 129,837   | 146,086   | 155,199   | 192,590   | 227,498   | 229,171   | A |
| MARCH     | 145,191   | 138,269   | 147,635   | 171,437   | 196,801   | 208,903   | 241,170   | 243,593   | 275,101   | 314,455   | A |
| APRIL     | 88,796    | 88,358    | 102,769   | 90,904    | 69,628    | 128,350   | 139,319   | 145,000   | 159,583   | 217,745   | A |
| MAY       | 95,460    | 98,119    | 76,976    | 89,241    | 135,902   | 130,832   | 131,114   | 149,116   | 183,842   | 212,367   | P |
| JUNE      | 98,268    | 103,364   | 96,618    | 117,824   | 143,287   | 153,738   | 170,503   | 180,080   | 208,996   | 246,067   | P |
| JULY      | 91,809    | 91,336    | 106,037   | 108,621   | 140,649   | 149,743   | 146,418   | 157,169   | 197,817   | 237,301   | P |
| AUGUST    | 89,450    | 102,769   | 93,637    | 115,406   | 133,971   | 145,710   | 147,521   | 171,381   | 198,672   | 242,739   | P |
| SEPTEMBER | 98,836    | 86,379    | 124,363   | 128,816   | 0         | 164,340   | 156,033   | 183,541   | 201,970   | 233,309   | P |
| OCTOBER   | 79,105    | 106,791   | 106,986   | 109,843   | 0         | 130,791   | 149,381   | 178,049   | 207,636   | 239,853   | P |
| NOVEMBER  | 94,213    | 98,487    | 99,965    | 118,956   | 0         | 142,584   | 158,864   | 169,331   | 198,926   | 229,793   | P |
| DECEMBER  | 71,453    | 102,979   | 107,849   | 144,341   | 419,237   | 146,571   | 167,420   | 194,248   | 222,795   | 257,366   | P |
| TOTALS    | 1,163,451 | 1,197,181 | 1,264,318 | 1,420,091 | 1,505,880 | 1,943,083 | 1,922,796 | 2,130,355 | 2,488,443 | 2,904,784 |   |



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

# Projected Revenues

## STATE INCOME TAX

| MONTH     | 2018<br>Actual | 2019<br>Actual | 2020           |
|-----------|----------------|----------------|----------------|
| JANUARY   | 578,461.18     | 631,574.05     | 696,620.69 A   |
| FEBRUARY  | 837,319.00     | 759,834.38     | 717,709.93 A   |
| MARCH     | 420,940.73     | 457,517.76     | 533,688.38 A   |
| APRIL     | 646,372.81     | 734,869.77     | 783,854.82 A   |
| MAY       | 1,044,018.62   | 1,528,634.61   | 1,584,036.00 P |
| JUNE      | 482,298.07     | 477,386.66     | 415,538.00 P   |
| JULY      | 652,113.37     | 713,919.69     | 621,427.00 P   |
| AUGUST    | 478,693.62     | 511,759.62     | 445,458.00 P   |
| SEPTEMBER | 476,185.57     | 452,932.41     | 422,413.00 P   |
| OCTOBER   | 726,092.64     | 808,114.84     | 753,663.00 P   |
| NOVEMBER  | 522,953.38     | 527,419.79     | 491,882.00 P   |
| DECEMBER  | 433,455.92     | 498,388.97     | 464,807.00 P   |

**TOTALS**                      **7,874,917.89**                      **8,102,352.55**                      **7,931,097.82**

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

**Current Budget**                      **8,396,000.00**

**Projected Amt Over (Under)**                      **-464,902.18**

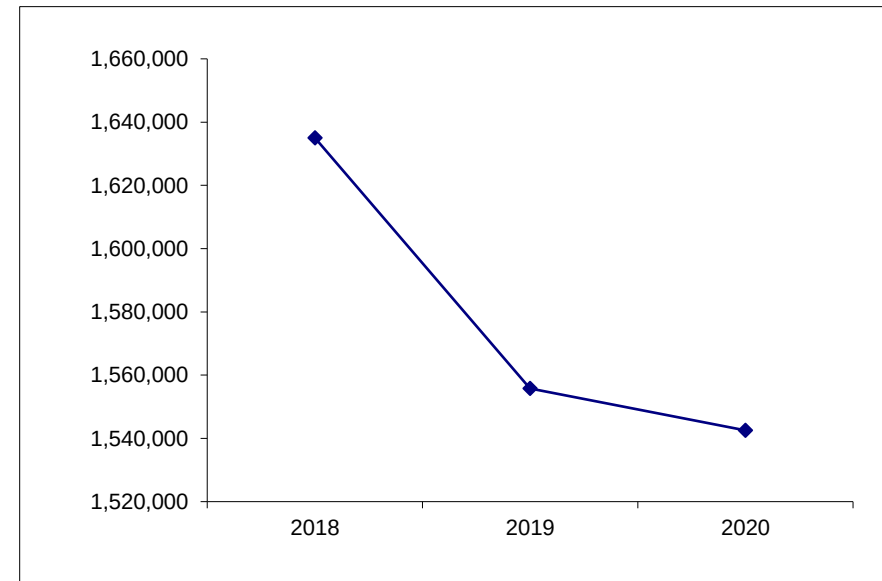
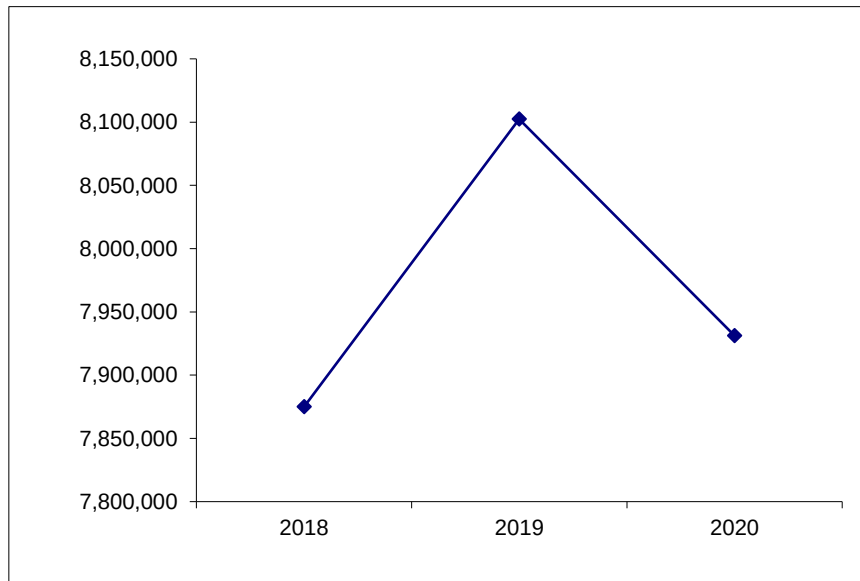
## TELEPHONE COMMUNICATIONS TAX

| MONTH     | 2018<br>Actual | 2019<br>Actual | 2020         |
|-----------|----------------|----------------|--------------|
| JANUARY   | 141,050.48     | 131,097.92     | 118,280.74 A |
| FEBRUARY  | 141,599.21     | 126,545.99     | 149,193.90 A |
| MARCH     | 142,413.54     | 132,658.65     | 123,430.43 A |
| APRIL     | 138,930.51     | 122,033.21     | 108,714.26 A |
| MAY       | 137,565.64     | 196,226.34     | 196,128.58 B |
| JUNE      | 140,820.63     | 124,244.24     | 124,182.34 B |
| JULY      | 133,121.01     | 119,318.01     | 119,258.57 B |
| AUGUST    | 134,839.16     | 130,876.05     | 130,810.85 B |
| SEPTEMBER | 135,127.35     | 118,590.23     | 118,531.15 B |
| OCTOBER   | 136,261.81     | 118,666.69     | 118,607.57 B |
| NOVEMBER  | 130,339.54     | 122,438.19     | 122,377.19 B |
| DECEMBER  | 122,968.75     | 113,079.57     | 113,023.23 B |

**TOTALS**                      **1,635,037.63**                      **1,555,775.09**                      **1,542,538.81**

**Current Budget**                      **1,555,000.00**

**Projected Amt Over (Under)**                      **-12,461.19**

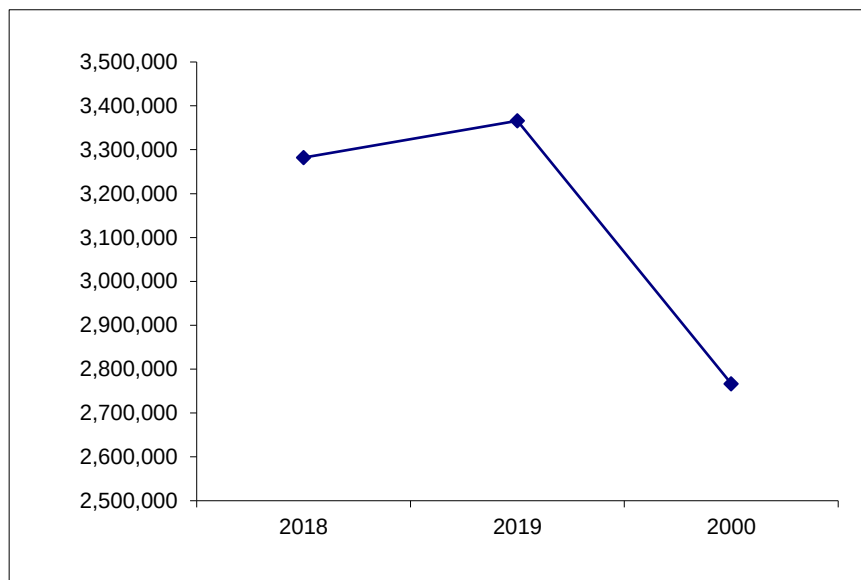


### Projected Revenues

**FOOD & BEVERAGE TAX**

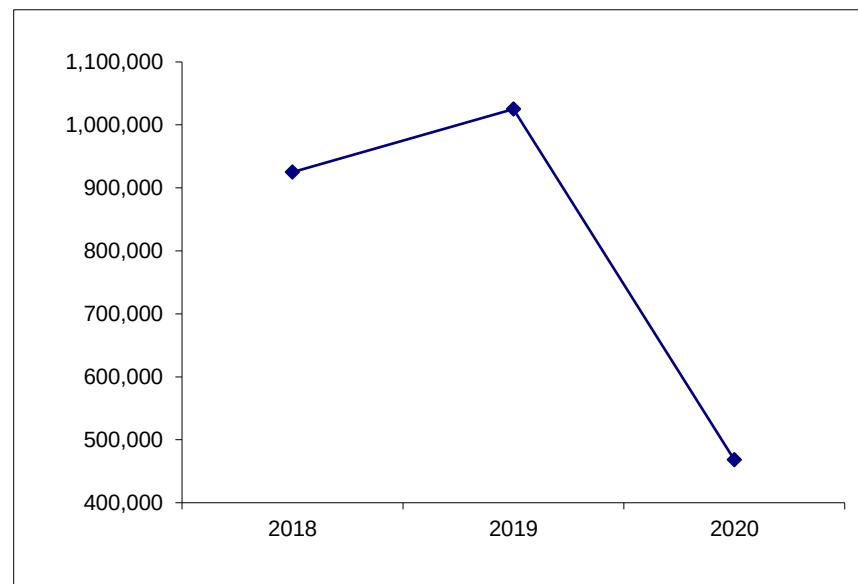
| MONTH     | 2018<br>Actual | 2019<br>Actual | 2000       |
|-----------|----------------|----------------|------------|
| JANUARY   | 286,060.40     | 294,706.90     | 284,618.41 |
| FEBRUARY  | 240,877.75     | 240,384.13     | 258,899.56 |
| MARCH     | 238,794.28     | 252,281.45     | 244,618.91 |
| APRIL     | 293,459.52     | 288,754.51     | 222,249.87 |
| MAY       | 267,164.91     | 284,579.72     | 174,283.00 |
| JUNE      | 289,225.82     | 298,383.41     | 182,736.00 |
| JULY      | 280,926.34     | 295,849.03     | 181,184.00 |
| AUGUST    | 279,641.19     | 276,904.83     | 211,978.00 |
| SEPTEMBER | 291,559.59     | 299,251.55     | 244,357.00 |
| OCTOBER   | 263,629.18     | 280,242.30     | 257,439.00 |
| NOVEMBER  | 280,238.16     | 278,898.03     | 251,076.00 |
| DECEMBER  | 270,560.22     | 275,734.66     | 253,298.00 |

|               |                     |                                   |                     |
|---------------|---------------------|-----------------------------------|---------------------|
| <b>TOTALS</b> | <b>3,282,137.36</b> | <b>3,365,970.52</b>               | <b>2,766,737.75</b> |
|               |                     | <b>Current Budget</b>             | <b>3,435,500.00</b> |
|               |                     | <b>Projected Amt Over (Under)</b> | <b>-668,762.25</b>  |

**HOTEL & MOTEL TAX**

| MONTH     | 2018<br>Actual | 2019<br>Actual | 2020      |
|-----------|----------------|----------------|-----------|
| JANUARY   | 43,682.49      | 64,313.97      | 47,544.23 |
| FEBRUARY  | 52,237.60      | 61,319.56      | 60,918.66 |
| MARCH     | 58,641.79      | 63,485.43      | 64,915.60 |
| APRIL     | 73,099.04      | 74,250.77      | 47,821.92 |
| MAY       | 85,446.49      | 83,140.95      | 0.00      |
| JUNE      | 87,171.79      | 79,405.50      | 0.00      |
| JULY      | 90,273.57      | 96,564.51      | 0.00      |
| AUGUST    | 89,609.64      | 90,070.41      | 21,767.00 |
| SEPTEMBER | 97,965.63      | 146,062.89     | 56,476.00 |
| OCTOBER   | 82,857.49      | 101,000.09     | 48,816.00 |
| NOVEMBER  | 90,311.56      | 86,882.70      | 62,989.00 |
| DECEMBER  | 73,736.68      | 78,697.75      | 57,055.00 |

|               |                   |                                   |                    |
|---------------|-------------------|-----------------------------------|--------------------|
| <b>TOTALS</b> | <b>925,033.77</b> | <b>1,025,194.53</b>               | <b>468,303.41</b>  |
|               |                   | <b>Current Budget</b>             | <b>991,000.00</b>  |
|               |                   | <b>Projected Amt Over (Under)</b> | <b>-522,696.59</b> |

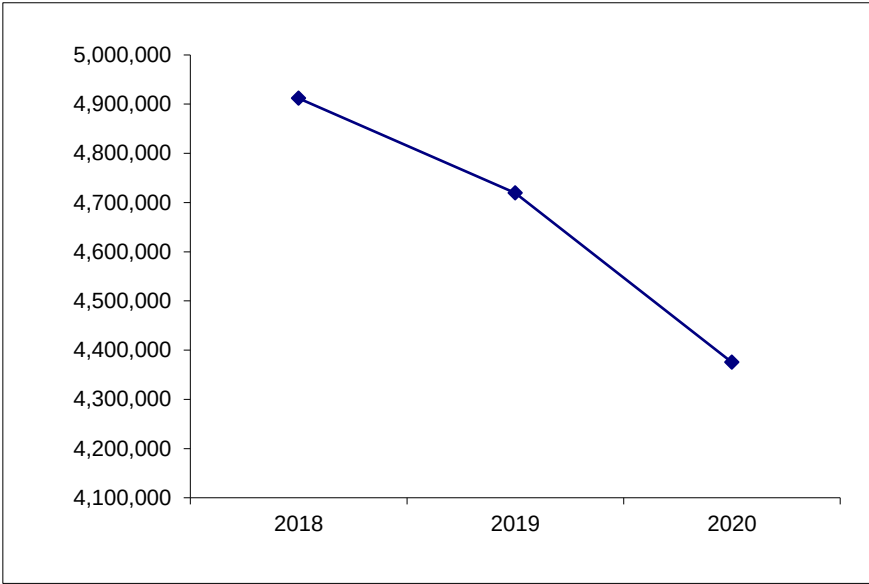


## Projected Revenues

## UTILITY TAX-ELECTRIC & GAS

| MONTH     | 2018<br>Actual | 2019<br>Actual | 2020       |
|-----------|----------------|----------------|------------|
| JANUARY   | 448,826.92     | 438,576.84     | 399,612.04 |
| FEBRUARY  | 526,653.98     | 460,352.65     | 446,585.67 |
| MARCH     | 480,198.77     | 474,658.04     | 423,748.02 |
| APRIL     | 439,274.73     | 428,432.85     | 399,998.31 |
| MAY       | 447,828.03     | 382,951.79     | 354,800.00 |
| JUNE      | 374,471.63     | 337,615.83     | 312,800.00 |
| JULY      | 375,577.99     | 395,280.45     | 366,200.00 |
| AUGUST    | 389,378.27     | 352,256.43     | 326,300.00 |
| SEPTEMBER | 361,434.20     | 369,474.99     | 345,000.00 |
| OCTOBER   | 365,581.97     | 378,627.06     | 350,800.00 |
| NOVEMBER  | 338,504.71     | 343,270.07     | 318,000.00 |
| DECEMBER  | 364,095.86     | 357,874.87     | 331,500.00 |

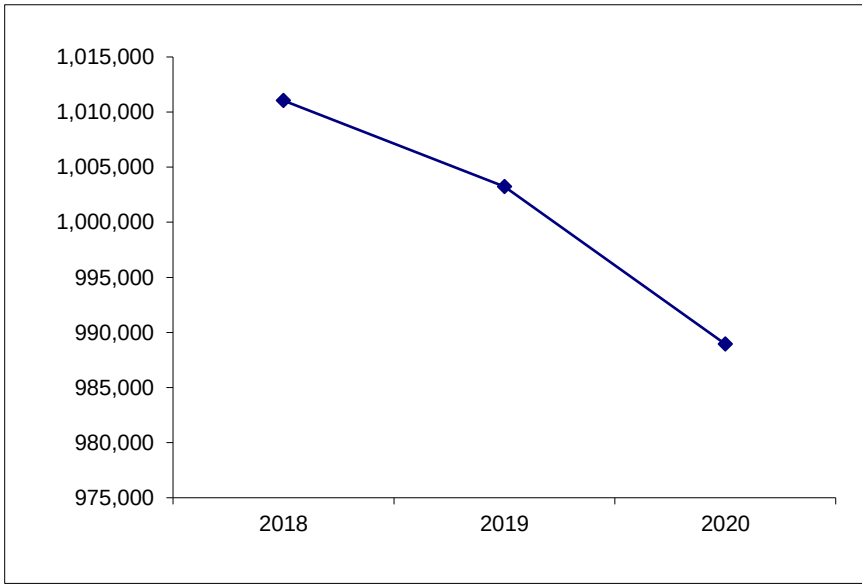
|               |                     |                                   |                     |
|---------------|---------------------|-----------------------------------|---------------------|
| <b>TOTALS</b> | <b>4,911,827.06</b> | <b>4,719,371.87</b>               | <b>4,375,344.04</b> |
|               |                     | <b>Current Budget</b>             | <b>4,805,000.00</b> |
|               |                     | <b>Projected Amt Over (Under)</b> | <b>-429,655.96</b>  |



## CABLE TV TAX

| MONTH     | 2018<br>Actual | 2019<br>Actual | 2020       |
|-----------|----------------|----------------|------------|
| JANUARY   | 0.00           | 23,697.48      | 16,892.00  |
| FEBRUARY  | 255,933.94     | 230,959.41     | 229,480.67 |
| MARCH     | 0.00           | -3,949.58      | 0.00       |
| APRIL     | 21,185.00      | 20,506.15      | 16,827.10  |
| MAY       | 231,760.00     | 232,638.55     | 230,292.00 |
| JUNE      | 0.00           | 0.00           | 0.00       |
| JULY      | 20,461.45      | 19,025.90      | 19,336.00  |
| AUGUST    | 232,277.05     | 231,423.76     | 235,188.00 |
| SEPTEMBER | 0.00           | 0.00           | 0.00       |
| OCTOBER   | 19,657.00      | 0.00           | 0.00       |
| NOVEMBER  | 229,769.92     | 248,930.35     | 240,933.00 |
| DECEMBER  | 0.00           | 0.00           | 0.00       |

|               |                     |                                   |                   |
|---------------|---------------------|-----------------------------------|-------------------|
| <b>TOTALS</b> | <b>1,011,044.36</b> | <b>1,003,232.02</b>               | <b>988,948.77</b> |
|               |                     | <b>Current Budget</b>             | <b>971,000.00</b> |
|               |                     | <b>Projected Amt Over (Under)</b> | <b>17,948.77</b>  |



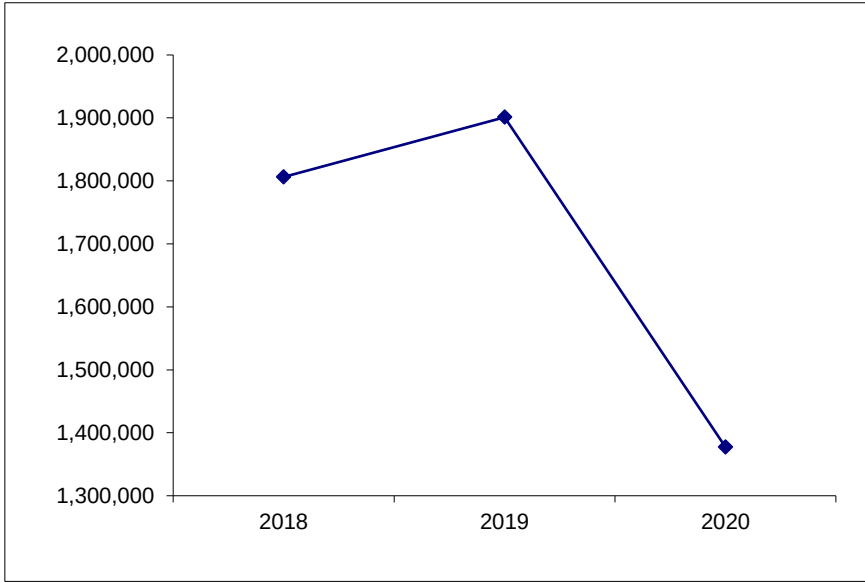


## Projected Revenues

## 10 - LOCAL MOTOR FUEL TAX

| MONTH     | 2018       | 2019       | 2020       |
|-----------|------------|------------|------------|
|           | Actual     | Actual     |            |
| JANUARY   | 149,553.75 | 159,147.06 | 153,946.96 |
| FEBRUARY  | 137,640.35 | 152,188.41 | 145,620.25 |
| MARCH     | 136,597.89 | 138,319.82 | 147,749.28 |
| APRIL     | 150,285.42 | 151,298.12 | 127,255.87 |
| MAY       | 148,104.17 | 157,917.70 | 47,375.31  |
| JUNE      | 154,254.29 | 168,607.04 | 67,442.82  |
| JULY      | 153,748.88 | 168,748.40 | 84,374.20  |
| AUGUST    | 153,476.52 | 159,400.50 | 119,550.38 |
| SEPTEMBER | 159,427.41 | 172,356.13 | 129,267.10 |
| OCTOBER   | 146,477.86 | 154,095.48 | 115,571.61 |
| NOVEMBER  | 162,946.06 | 167,371.05 | 125,528.29 |
| DECEMBER  | 153,884.42 | 151,637.75 | 113,728.31 |

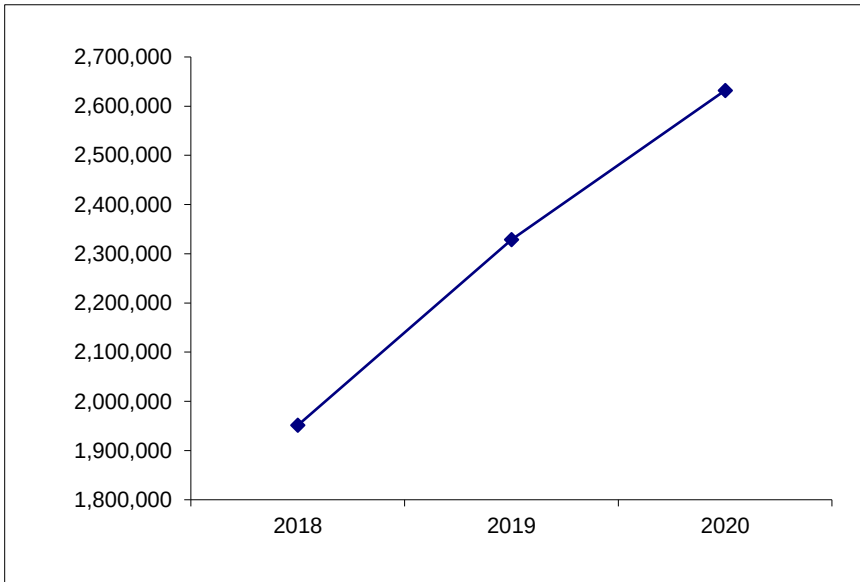
|               |                     |                                   |                     |
|---------------|---------------------|-----------------------------------|---------------------|
| <b>TOTALS</b> | <b>1,806,397.02</b> | <b>1,901,087.46</b>               | <b>1,377,410.37</b> |
|               |                     | <b>Current Budget</b>             | <b>1,956,488.00</b> |
|               |                     | <b>Projected Amt Over (Under)</b> | <b>-579,077.63</b>  |



## 46 - STATE MOTOR FUEL TAX

| MONTH     | 2018<br>Actual | 2019<br>Actual | 2020       |
|-----------|----------------|----------------|------------|
| JANUARY   | 168,202.81     | 165,334.41     | 334,151.36 |
| FEBRUARY  | 172,208.28     | 165,152.12     | 236,781.25 |
| MARCH     | 149,193.94     | 150,206.84     | 234,236.04 |
| APRIL     | 147,896.35     | 143,644.07     | 242,487.39 |
| MAY       | 174,263.56     | 168,492.75     | 230,629.95 |
| JUNE      | 160,430.31     | 154,413.09     | 63,407.39  |
| JULY      | 147,026.88     | 140,768.08     | 77,072.36  |
| AUGUST    | 172,563.52     | 175,952.19     | 120,420.15 |
| SEPTEMBER | 166,400.46     | 253,135.80     | 259,865.92 |
| OCTOBER   | 139,001.37     | 274,957.42     | 282,267.71 |
| NOVEMBER  | 182,371.66     | 252,289.78     | 258,997.40 |
| DECEMBER  | 171,702.76     | 284,087.42     | 291,640.45 |

|               |                     |                                   |                     |
|---------------|---------------------|-----------------------------------|---------------------|
| <b>TOTALS</b> | <b>1,951,261.90</b> | <b>2,328,433.97</b>               | <b>2,631,957.37</b> |
|               |                     | <b>Current Budget</b>             | <b>3,187,120.00</b> |
|               |                     | <b>Projected Amt Over (Under)</b> | <b>-555,162.63</b>  |



# Projected Revenues

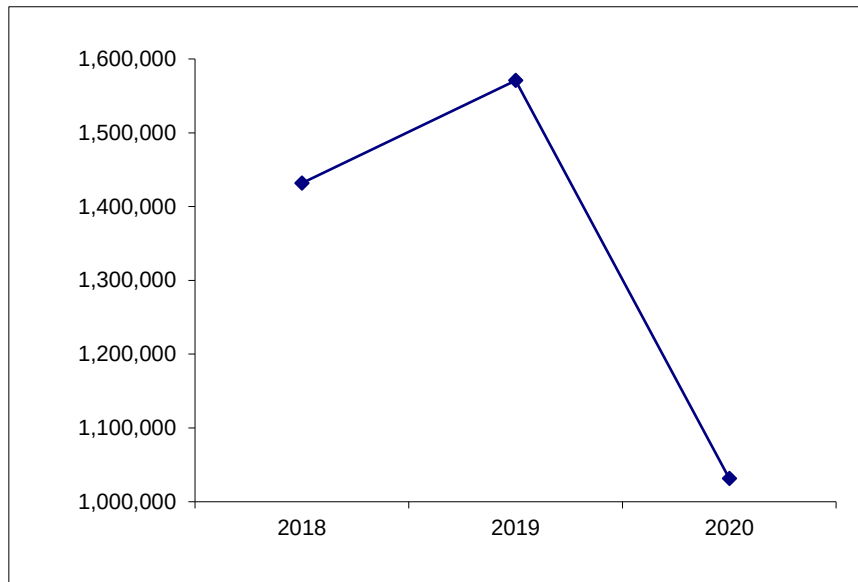
## VIDEO GAMING TAX

| MONTH     | 2018<br>Actual | 2019<br>Actual | 2020         |
|-----------|----------------|----------------|--------------|
| JANUARY   | 110,674.81     | 121,069.82     | 135,374.20 A |
| FEBRUARY  | 112,057.54     | 129,642.72     | 133,358.14 A |
| MARCH     | 106,182.77     | 116,228.18     | 135,317.97 A |
| APRIL     | 123,418.04     | 130,548.27     | 145,178.46 A |
| MAY       | 146,340.22     | 157,988.48     | 88,724.00 P  |
| JUNE      | 123,295.17     | 135,512.70     | 0.00 P       |
| JULY      | 120,942.14     | 135,376.29     | 0.00 P       |
| AUGUST    | 116,396.36     | 122,730.26     | 0.00 P       |
| SEPTEMBER | 117,722.43     | 127,226.43     | 69,658.00 P  |
| OCTOBER   | 121,370.11     | 129,578.06     | 106,418.00 P |
| NOVEMBER  | 113,870.50     | 127,002.06     | 104,302.00 P |
| DECEMBER  | 119,417.04     | 137,851.82     | 113,213.00 P |

**TOTALS**                      **1,431,687.13**      **1,570,755.09**      **1,031,543.77**

**Current Budget**      **1,720,000.00**

**Projected Amt Over (Under)**      **-688,456.23**



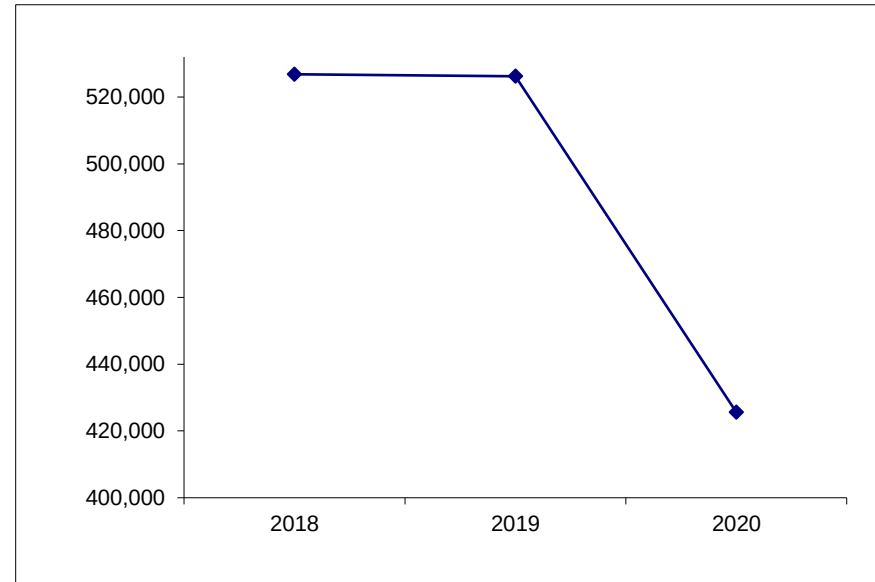
## LIQUOR LICENSES

| MONTH     | 2018<br>Actual | 2019<br>Actual | 2020         |
|-----------|----------------|----------------|--------------|
| JANUARY   | 3,557.82       | 0.00           | 3,717.17 A   |
| FEBRUARY  | -1,242.18      | 200.00         | 1,287.22 A   |
| MARCH     | 2,135.75       | 2,879.01       | 1,496.45 A   |
| APRIL     | 19,600.00      | 14,200.00      | 0.00 A       |
| MAY       | 248,925.00     | 291,950.00     | 0.00 P       |
| JUNE      | 237,660.00     | 201,025.00     | 0.00 P       |
| JULY      | 4,811.46       | 5,000.00       | 0.00 P       |
| AUGUST    | 2,470.86       | 2,856.29       | 412,618.00 P |
| SEPTEMBER | 200.00         | 5,931.68       | 4,752.00 P   |
| OCTOBER   | 7,129.20       | 2,200.00       | 1,762.00 P   |
| NOVEMBER  | 200.00         | 0.00           | 0.00 P       |
| DECEMBER  | 1,374.90       | 0.00           | 0.00 P       |

**TOTALS**                      **526,822.81**      **526,241.98**      **425,632.84**

**Current Budget**      **527,000.00**

**Projected Amt Over (Under)**      **-101,367.16**

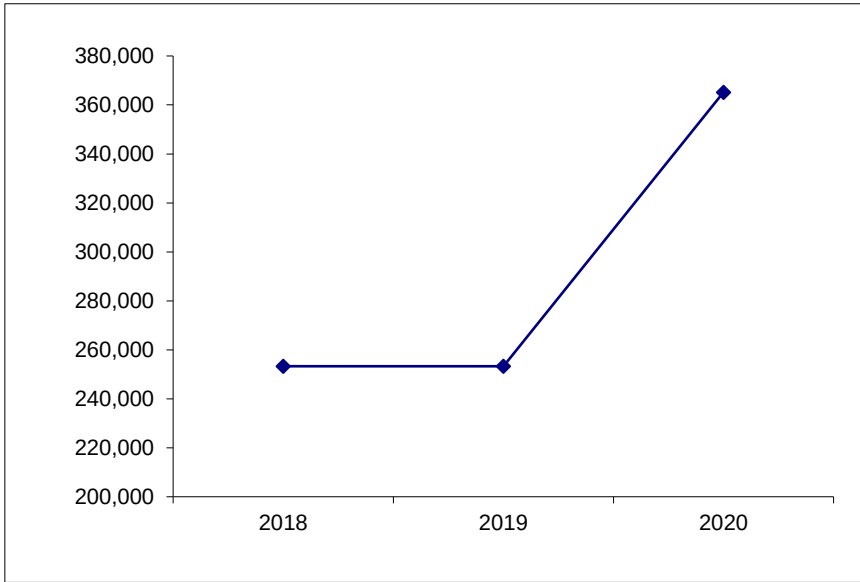


## Projected Revenues

## BUILDING PERMITS

| MONTH     | 2018<br>Actual | 2019<br>Actual | 2020      |
|-----------|----------------|----------------|-----------|
| JANUARY   | 14,620.20      | 5,682.20       | 27,996.70 |
| FEBRUARY  | 18,038.60      | 20,701.00      | 8,618.73  |
| MARCH     | 7,954.30       | 18,438.40      | 24,645.16 |
| APRIL     | 23,408.65      | 23,076.00      | 21,773.91 |
| MAY       | 9,785.80       | 19,706.30      | 29,993.00 |
| JUNE      | 14,818.50      | 26,387.40      | 40,162.00 |
| JULY      | 34,945.00      | 33,233.00      | 50,581.00 |
| AUGUST    | 48,329.20      | 28,323.90      | 43,109.00 |
| SEPTEMBER | 24,195.00      | 32,655.20      | 49,701.00 |
| OCTOBER   | 16,196.10      | 16,181.35      | 24,628.00 |
| NOVEMBER  | 30,409.97      | 16,721.70      | 25,451.00 |
| DECEMBER  | 10,605.60      | 12,178.40      | 18,536.00 |

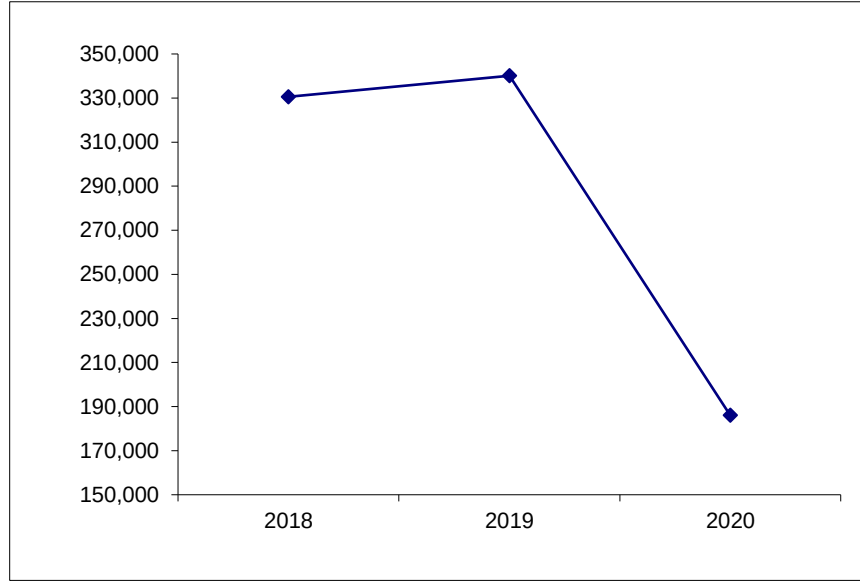
|               |                   |                                   |                    |
|---------------|-------------------|-----------------------------------|--------------------|
| <b>TOTALS</b> | <b>253,306.92</b> | <b>253,284.85</b>                 | <b>365,195.50</b>  |
|               |                   | <b>Current Budget</b>             | <b>514,000.00</b>  |
|               |                   | <b>Projected Amt Over (Under)</b> | <b>-148,804.50</b> |



## ILLEGAL USE OF VEHICLE

| MONTH     | 2018<br>Actual | 2019<br>Actual | 2020      |
|-----------|----------------|----------------|-----------|
| JANUARY   | 25,185.00      | 27,000.00      | 27,770.00 |
| FEBRUARY  | 22,135.00      | 22,575.00      | 29,250.00 |
| MARCH     | 29,625.00      | 38,610.00      | 21,750.00 |
| APRIL     | 21,770.00      | 28,085.00      | 500.00    |
| MAY       | 30,500.00      | 30,830.00      | 0.00      |
| JUNE      | 23,700.00      | 29,000.00      | 0.00      |
| JULY      | 29,500.02      | 24,500.00      | 0.00      |
| AUGUST    | 33,750.00      | 26,300.00      | 20,124.00 |
| SEPTEMBER | 26,765.00      | 23,900.00      | 18,288.00 |
| OCTOBER   | 30,000.00      | 44,320.00      | 33,912.00 |
| NOVEMBER  | 28,910.00      | 21,750.00      | 16,642.00 |
| DECEMBER  | 28,775.00      | 23,250.00      | 17,790.00 |

|               |                   |                                   |                    |
|---------------|-------------------|-----------------------------------|--------------------|
| <b>TOTALS</b> | <b>330,615.02</b> | <b>340,120.00</b>                 | <b>186,026.00</b>  |
|               |                   | <b>Current Budget</b>             | <b>347,000.00</b>  |
|               |                   | <b>Projected Amt Over (Under)</b> | <b>-160,974.00</b> |

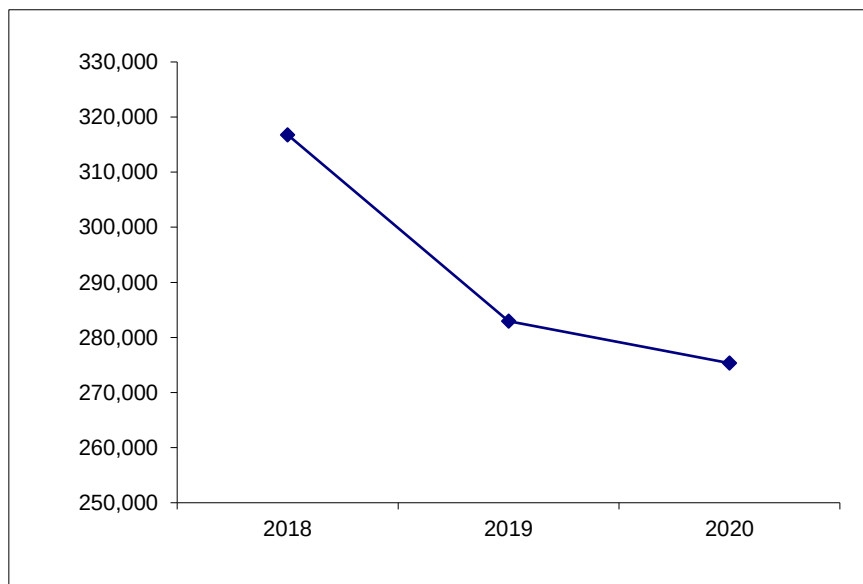


## Projected Revenues

## PARKING

| MONTH     | 2018<br>Actual | 2019<br>Actual | 2020      |
|-----------|----------------|----------------|-----------|
| JANUARY   | 25,619.67      | 22,100.52      | 20,568.04 |
| FEBRUARY  | 23,129.88      | 36,218.34      | 15,945.38 |
| MARCH     | 26,877.78      | 24,445.60      | 14,822.24 |
| APRIL     | 23,927.45      | 22,961.08      | 11,102.50 |
| MAY       | 25,863.39      | 21,383.85      | 28,614.00 |
| JUNE      | 26,511.27      | 19,655.23      | 24,637.00 |
| JULY      | 24,812.73      | 17,112.90      | 21,855.00 |
| AUGUST    | 43,872.98      | 15,433.81      | 19,709.00 |
| SEPTEMBER | 28,082.95      | 49,619.31      | 51,475.00 |
| OCTOBER   | 23,231.48      | 19,012.76      | 24,692.00 |
| NOVEMBER  | 22,420.50      | 14,374.26      | 18,405.00 |
| DECEMBER  | 22,432.56      | 20,629.94      | 23,513.00 |

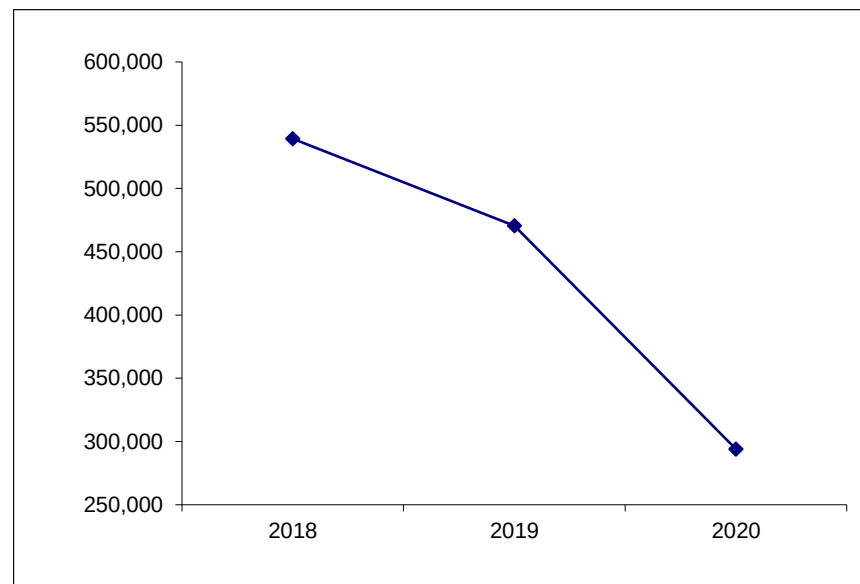
|               |                   |                                   |                    |
|---------------|-------------------|-----------------------------------|--------------------|
| <b>TOTALS</b> | <b>316,782.64</b> | <b>282,947.60</b>                 | <b>275,338.16</b>  |
|               |                   | <b>Current Budget</b>             | <b>388,000.00</b>  |
|               |                   | <b>Projected Amt Over (Under)</b> | <b>-112,661.84</b> |



## 70-MASS TRANSIT - CHARGES FOR SERVICES

| MONTH     | 2018      | 2019      | 2020      |
|-----------|-----------|-----------|-----------|
|           | Actual    | Actual    |           |
| JANUARY   | 45,559.71 | 45,046.44 | 46,954.06 |
| FEBRUARY  | 43,625.01 | 32,929.29 | 41,038.71 |
| MARCH     | 48,998.55 | 46,096.19 | 41,105.53 |
| APRIL     | 42,816.48 | 38,771.73 | 937.11    |
| MAY       | 47,228.27 | 44,000.59 | 0.00      |
| JUNE      | 46,871.57 | 46,396.46 | 0.00      |
| JULY      | 49,084.46 | 35,804.71 | 20,478.47 |
| AUGUST    | 42,846.16 | 42,181.48 | 24,125.66 |
| SEPTEMBER | 36,585.25 | 30,246.82 | 25,949.46 |
| OCTOBER   | 46,566.68 | 40,495.88 | 34,742.37 |
| NOVEMBER  | 47,131.72 | 38,620.64 | 33,133.56 |
| DECEMBER  | 41,983.35 | 29,802.22 | 25,568.03 |

|               |                   |                                   |                    |
|---------------|-------------------|-----------------------------------|--------------------|
| <b>TOTALS</b> | <b>539,297.21</b> | <b>470,392.45</b>                 | <b>294,032.94</b>  |
|               |                   | <b>Current Budget</b>             | <b>538,081.00</b>  |
|               |                   | <b>Projected Amt Over (Under)</b> | <b>-244,048.06</b> |



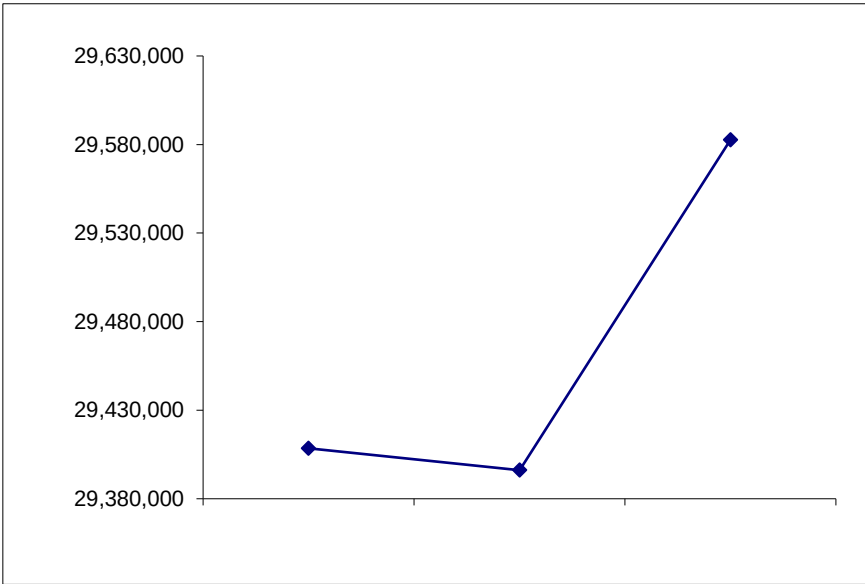


## Projected Revenues

## 80-WATER SALES

| MONTH     | 2018<br>Actual | 2019<br>Actual | 2020         |   |
|-----------|----------------|----------------|--------------|---|
| JANUARY   | 2,293,291.51   | 2,351,451.94   | 2,414,570.62 | A |
| FEBRUARY  | 2,442,137.29   | 2,242,273.32   | 2,333,114.00 | A |
| MARCH     | 2,261,077.95   | 2,222,173.29   | 2,314,542.38 | A |
| APRIL     | 2,266,796.70   | 2,394,053.83   | 2,269,759.63 | A |
| MAY       | 2,369,942.81   | 2,355,839.83   | 2,363,363.91 | B |
| JUNE      | 2,419,949.18   | 2,366,560.96   | 2,374,119.28 | B |
| JULY      | 2,728,893.44   | 2,664,736.42   | 2,673,247.06 | B |
| AUGUST    | 2,713,394.06   | 2,726,050.06   | 2,734,756.52 | B |
| SEPTEMBER | 2,537,524.98   | 2,696,817.45   | 2,705,430.55 | B |
| OCTOBER   | 2,694,323.29   | 2,672,361.18   | 2,680,896.17 | B |
| NOVEMBER  | 2,309,920.81   | 2,267,038.41   | 2,274,278.88 | B |
| DECEMBER  | 2,371,261.26   | 2,436,757.98   | 2,444,540.50 | B |

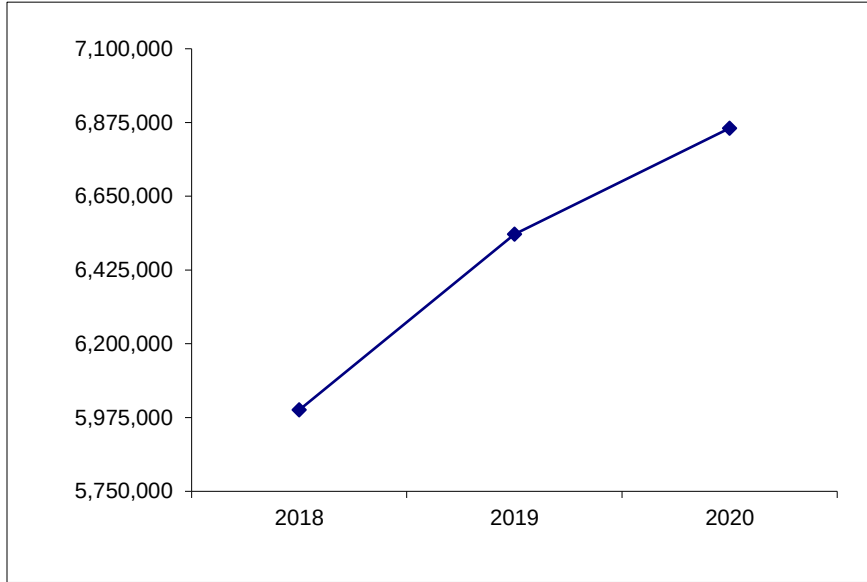
|               |                                   |                       |                      |
|---------------|-----------------------------------|-----------------------|----------------------|
| <b>TOTALS</b> | <b>29,408,513.28</b>              | <b>29,396,114.67</b>  | <b>29,582,619.50</b> |
|               |                                   | <b>Current Budget</b> | <b>29,490,000.00</b> |
|               | <b>Projected Amt Over (Under)</b> |                       | <b>92,619.50</b>     |



## 79-SEWER USER FEE

| MONTH     | 2018<br>Actual | 2019<br>Actual | 2020       |
|-----------|----------------|----------------|------------|
| JANUARY   | 415,444.15     | 536,929.35     | 573,125.57 |
| FEBRUARY  | 442,619.44     | 528,670.89     | 574,513.49 |
| MARCH     | 478,868.69     | 514,248.22     | 533,409.85 |
| APRIL     | 466,503.07     | 484,357.08     | 472,128.20 |
| MAY       | 470,323.66     | 522,758.72     | 550,208.18 |
| JUNE      | 473,070.74     | 480,711.53     | 505,953.14 |
| JULY      | 573,124.51     | 586,273.31     | 617,057.85 |
| AUGUST    | 605,402.59     | 589,053.26     | 619,983.77 |
| SEPTEMBER | 523,184.44     | 587,880.58     | 618,749.52 |
| OCTOBER   | 551,480.24     | 605,410.18     | 637,199.58 |
| NOVEMBER  | 491,779.35     | 529,941.64     | 557,768.27 |
| DECEMBER  | 506,416.61     | 567,824.26     | 597,640.06 |

|               |                     |                                   |                     |
|---------------|---------------------|-----------------------------------|---------------------|
| <b>TOTALS</b> | <b>5,998,217.49</b> | <b>6,534,059.02</b>               | <b>6,857,737.49</b> |
|               |                     | <b>Current Budget</b>             | <b>6,877,155.00</b> |
|               |                     | <b>Projected Amt Over (Under)</b> | <b>-19,417.51</b>   |

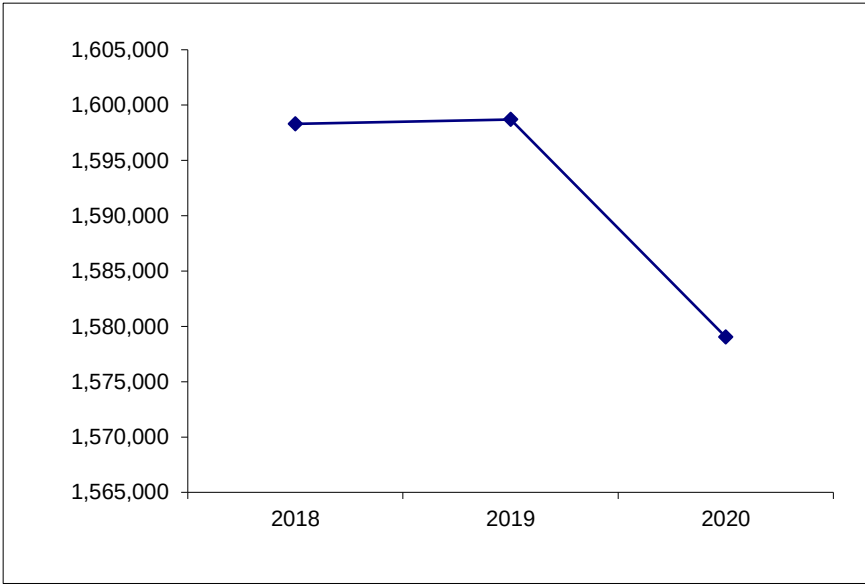


## Projected Revenues

## 78-STORM WATER FEE

| MONTH     | 2018       | 2019       | 2020       |   |
|-----------|------------|------------|------------|---|
|           | Actual     | Actual     |            |   |
| JANUARY   | 130,857.73 | 128,336.24 | 126,803.53 | A |
| FEBRUARY  | 115,722.81 | 115,551.12 | 113,021.16 | A |
| MARCH     | 119,204.08 | 121,497.63 | 119,500.44 | A |
| APRIL     | 178,640.07 | 180,885.60 | 169,355.78 | A |
| MAY       | 143,262.25 | 146,945.78 | 146,656.78 | B |
| JUNE      | 116,699.68 | 110,937.68 | 110,719.50 | B |
| JULY      | 125,217.69 | 128,040.18 | 127,788.36 | B |
| AUGUST    | 126,195.38 | 120,877.20 | 120,639.47 | B |
| SEPTEMBER | 104,206.95 | 111,254.53 | 111,035.72 | B |
| OCTOBER   | 186,458.32 | 173,107.53 | 172,767.07 | B |
| NOVEMBER  | 134,557.14 | 133,818.93 | 133,555.74 | B |
| DECEMBER  | 117,265.90 | 127,443.79 | 127,193.14 | B |

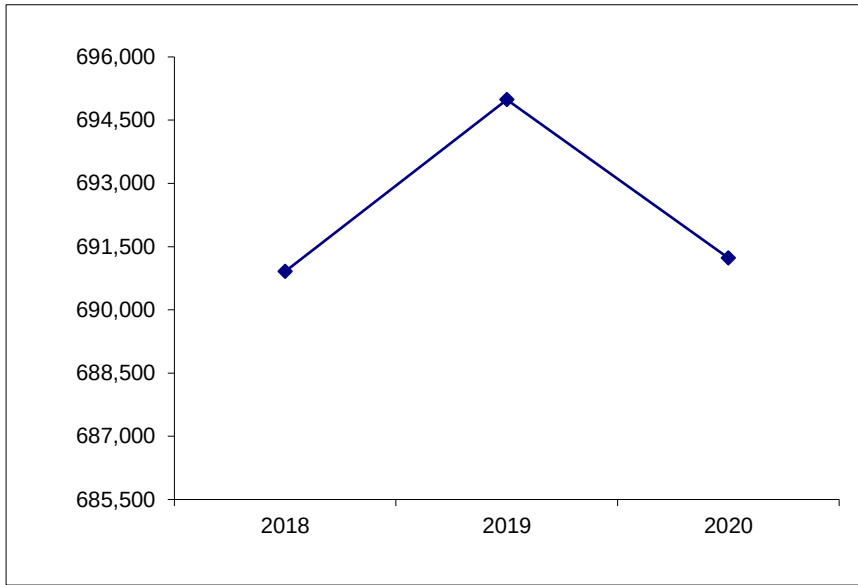
|               |                     |                                   |                     |
|---------------|---------------------|-----------------------------------|---------------------|
| <b>TOTALS</b> | <b>1,598,288.00</b> | <b>1,598,696.21</b>               | <b>1,579,036.69</b> |
|               |                     | <b>Current Budget</b>             | <b>1,595,552.00</b> |
|               |                     | <b>Projected Amt Over (Under)</b> | <b>-16,515.31</b>   |



## 88-RECYCLING FEES

| MONTH     | 2018<br>Actual | 2019<br>Actual | 2020      |
|-----------|----------------|----------------|-----------|
| JANUARY   | 63,834.61      | 64,222.17      | 59,906.09 |
| FEBRUARY  | 53,318.46      | 54,592.12      | 56,431.94 |
| MARCH     | 59,585.33      | 57,077.42      | 55,254.80 |
| APRIL     | 58,097.70      | 58,071.44      | 60,728.51 |
| MAY       | 61,352.11      | 62,593.43      | 62,306.48 |
| JUNE      | 55,252.91      | 51,718.30      | 51,481.20 |
| JULY      | 57,379.32      | 61,473.86      | 61,192.04 |
| AUGUST    | 64,706.87      | 56,684.01      | 56,424.15 |
| SEPTEMBER | 47,989.41      | 57,404.79      | 57,141.62 |
| OCTOBER   | 61,664.86      | 59,210.00      | 58,938.56 |
| NOVEMBER  | 56,683.15      | 52,679.15      | 52,437.65 |
| DECEMBER  | 51,046.09      | 59,259.39      | 58,987.72 |

|               |                                   |                       |                   |
|---------------|-----------------------------------|-----------------------|-------------------|
| <b>TOTALS</b> | <b>690,910.82</b>                 | <b>694,986.08</b>     | <b>691,230.77</b> |
|               |                                   | <b>Current Budget</b> | <b>691,800.00</b> |
|               | <b>Projected Amt Over (Under)</b> |                       | <b>-569.23</b>    |



## Financial Management

**DATE:** 5/14/2020

**MEMO:** Letter to the Decatur City Council

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

**FROM:** Scot Wrighton, City Manager  
Gregg D. Zientara, City Treasurer & Director of Finance

**SUBJECT:** Refunding of Certain Outstanding Debt Obligations of the City

**ATTACHMENTS:**

| Description    | Type       |
|----------------|------------|
| Council Letter | Cover Memo |
| Note Ordinance | Cover Memo |

**LETTER to the DECATUR CITY COUNCIL**  
**Financial Management Department**

**DATE:** May 14, 2020

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

**FROM:** Scot Wrighton, City Manager  
Gregg D. Zientara, City Treasurer & Director of Finance

**SUBJECT:** Refunding of Certain Outstanding Debt Obligations of the City

This letter introduces two ordinance items appearing on the Council agenda.

**The first ordinance** is a refunding of the Series 2013 Promissory Note with Regions Capital Advantage. The original loan was for \$17,212,394, dated August 15, 2013 to finance the investment in certain energy and cost saving initiatives under a Johnson Controls, Inc., guaranteed energy savings contract. The project included Water Utility deployment of water meters and advanced meter infrastructure, water supervisory control and data acquisition (SCADA) system improvements, and certain energy saving mechanical equipment and lighting improvements in certain city facilities. The term of the loan is 15 years with a fixed interest rate of 3.47% and includes a final balloon principal payment at loan maturity date on August 15, 2028.

The original loan was structured to use the Johnson Controls guaranteed 17-year contract annual savings as the maximum principal and interest payment in each year, avoiding necessity to use other cash flow to service debt payments. This structure created the balloon payment in year 15 of the loan. The financing repayment structure included City intention to refund the loan before maturity date, at the appropriate time of favorable market interest rate conditions, to smooth out and eliminate the final balloon principal payment.

Financial market conditions are favorable at this time to refund the Note, eliminating the balloon payment and achieve interest financing savings. The Water Utility will be the primary beneficiary of the refunding transaction, as 94% of the loan financed water utility projects, 4% of the loan financed Jasper Street Municipal Service Center projects, and 2% of the loan financing fire station and public transit facility projects. The general fund will benefit from the refunding transaction to a minor extent.

City has paid principal and interest whereas the outstanding principal balance of the Series 2013 Note is \$12,929,789.

Upon Council Adoption of this Ordinance, the City will have the parameters for the (1) issuance of a promissory note for the purpose of refunding an outstanding promissory note for debt service savings or restructuring purposes, (2) the Note is issuable without referendum pursuant to the home rule powers of the City, (3) that the Note will be sold to Regions Capital Advantage or another bank or financial institution, in a private placement, (4) that the sale of the Note will be by certain designated officials of the City, (5) that the Note provides for the security and means of payment of the Note, the same being the net revenues of the City's waterworks system; and (6)

that the Note ordinance provides may other details of the Note, including provision for terms and form of the Note, and appropriations.

**The second ordinance** is for the issuance of General Obligation Bonds refunding General Obligation Bonds Series 2010B and Series 2010C, and provides the flexibility to the City to include the refunding of the Series 2013 Promissory Note with Regions Capital Advantage, in the event that inclusion of the Note Refunding into a single debt instrument is of greater financial result to the City.

In 2010, the City issued General Obligation Bonds Series 2010B and Series 201C, dated November 3, 2010 to finance certain capital improvements in the City. Both debts were issued with call dates on December 15, 2020, whereby the City has the option to call future outstanding principal payments and refund the future principal without penalty and achieve interest financing savings.

The Series 2010B was issued with twenty (20) year term due December 15, 2030, with coupon interest rates ranging from 1.5% to 7.0% and principal and interest serviced by the annual property tax levy. The project included Water Utility dredging of Lake Decatur basins 5 and 6, additional ground water supply, Lake Decatur dam repairs, for 64.6% of the project; and Downtown Decatur capital improvements including, streetscape improvements, Central Park improvements, and interior renovations to the Transfer House, for 35.4% of the project; where the downtown capital improvements were within the footprint of the City's Olde Towne TIF District.

The City has or will pay before December 15, 2020 principal and interest whereas the outstanding principal balance of the Series 2010B GO Bond will be \$17,915,000 as of the call date. As this debt issue is a GO Bond, the debt service payments are secured by the full faith and credit of the City, with legal requirement for the debt service payment obligation to be extended in the City's property tax levy, unless abated by ordinance action of the City Council. The City has abated debt service obligations from the property tax levy in each year since the incurrence of the debt.

Principal and interest payments are serviced by the Water Utility (64.6%) and from the incremental property tax revenues received in the City's Olde Towne TIF District (35.4%). Debt service savings that will be achieved in the refunding of the Series 2010B debt will benefit the Water Utility fund and the Olde Town TIF fund.

The Series 2010C was issued with fourteen (14) year term due December 15, 2024, with coupon interest rates ranging from 2.0% to 4.0% and principal and interest serviced by the annual property tax levy. The project included capital improvements and renovations to City parking garages B & C.

The City has or will pay before December 15, 2020 principal and interest whereas the outstanding principal balance of the Series 2010C GO Bond will be \$990,000 as of the call date. As this debt issue is a GO Bond, the debt service payments are secured by the full faith and credit of the City, with legal requirement for the debt service payment obligation to be extended in the City's property tax levy, unless abated by ordinance action of the City Council. The City has abated 50% of the debt service obligations from the property tax levy in each year since the incurrence of the debt.

Principal and interest payments are serviced by the Property Tax Levy (50.0%) and from the incremental property tax revenues received in the City's Olde Towne TIF District (50.0%). Debt service savings, if achieved, in the refunding of the Series 2010C debt will benefit the property tax levy (potentially general fund, depending on structure) and the Olde Town TIF fund.

Upon Council Adoption of this Ordinance, the City will have the parameters for the (1) issuance of general obligation bonds for the purpose of refunding certain outstanding general obligation



bonds for debt service savings or restructuring purposes, (2) that the bonds are issuable without referendum pursuant to the home rule powers of the City, (3) that the bonds will be sold to Robert W. Baird & Co. Incorporated, in a negotiated underwriting, or to a bank or financial institution, in a private placement, (4) that the sale of the bonds will be by certain designated officials of the City, (5) that the Bond Ordinance provides for the levy of taxes to pay the bonds, (6) that the Bond Ordinance approves a form of escrow agreement to accomplish the refunding, and (7) that the Bond Ordinance provides many details for the bonds, including tax -exempt status covenants, provision for terms and form of the bonds, and appropriations.

**SUMMARY RECOMMENDATION:**

It is recommended that the City Council approve the two (2) Parameter Ordinance(s), which upon Council approval and passage, will enable the City to accomplish debt refunding in the best interests of the City of Decatur, it's stakeholders, taxpayers, and citizens.

**POTENTIAL OBJECTIONS:**

There are no known objections to this ordinance request.

**INPUT FROM OTHER SOURCES:**

Speer Financial, Inc., Debt Issuance Financial Advisor,  
Robert W. Baird & Company, Incorporated, Underwriter,  
Chapman & Cutler, LLP., Bond Counsel

**STAFF REFERENCES:**

Scot Wrighton, City Manager  
Gregg D. Zientara, City Treasurer & Director of Finance

**BUDGET/TIME IMPLICATIONS:**

Refunding of these debt issues will save the City considerable monies in interest financing costs in the years until maturity of the debt obligations.

Financial analysis indicates savings ranging from \$1.0 million to \$1.8 million over the period from 2021 to debt maturity.

EXTRACT OF MINUTES of the regular public meeting of the Council of the City of Decatur, Macon County, Illinois, held in the City Council Chambers at City Hall, One Gary K. Anderson Plaza, in said City, at 5:30 p.m., on Monday, the 18th day of May, 2020.

The Mayor called the meeting to order and directed the City Clerk to call the roll. Upon the roll being called, Mayor Julie Moore Wolfe and the following Council Members were physically present at said location: \_\_\_\_\_

\_\_\_\_\_

The following Council Members attended the meeting by video or audio conference: \_\_\_\_

\_\_\_\_\_

The following Council Members were absent and did not participate in the meeting in any manner or to any extent whatsoever: \_\_\_\_\_

\_\_\_\_\_

The following officials of the City were physically present at said location and ensured the availability of electronic meeting access by video or audio conference to any members of the public attending the meeting in person at said location and requesting such access:

\_\_\_\_\_

At \_\_\_\_ p.m., the Council discussed the possible refunding of the promissory note issued by the City in 2013, which note was issued to finance certain energy and water efficiency projects related to the waterworks system of the City, and considered an ordinance providing for the issuance of a not to exceed \$14,500,000 promissory note to refinance the outstanding note.

Thereupon, the City Clerk presented, the Director of Finance explained, and there was read by title an ordinance as follows, a copy of which was provided to each Council Member prior to said meeting and to everyone in attendance at said meeting who requested a copy:

AN ORDINANCE providing for the issuance of a not to exceed \$14,500,000 Promissory Note of the City of Decatur, Macon County, Illinois, for the purpose of refunding the outstanding Promissory Note, Series 2013, of said City, providing for the security for and means of payment of said Note, and authorizing the sale of said note to the purchaser thereof.

(the “*Note Ordinance*”).

Council Member \_\_\_\_\_ moved and Council Member \_\_\_\_\_ seconded the motion that the Note Ordinance as presented and read by title be adopted.

A Council discussion of the matter followed. During the Council discussion, the Director of Finance gave a public recital of the nature of the matter, which included a reading of the title of the Note Ordinance and statements (1) that the Note Ordinance provides parameters for the issuance of a promissory note for the purpose of refunding an outstanding promissory note for debt service savings or restructuring purposes (the “*Note*”), (2) that the Note is issuable without referendum pursuant to the home rule powers of the City, (3) that the Note will be sold to Regions Capital Advantage, Inc., Birmingham, Alabama, or another bank or financial institution, in a private placement, (4) that the sale of the Note will be by certain designated officials of the City, (5) that the Note Ordinance provides for the security and means of payment of the Note, the same being the net revenues of the City’s waterworks system; and (6) that the Note Ordinance provides many other details of the Note, including provision for terms and form of the Note, and appropriations.

The Mayor directed that the roll be called for a vote upon the motion to adopt the Note Ordinance.

Upon the roll being called, the following Council Members voted AYE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and the following Council Members voted NAY: \_\_\_\_\_

WHEREUPON, the Mayor declared the motion carried and the Note Ordinance adopted, and henceforth did approve and sign the same in open meeting, and did direct the City Clerk to record the same in full in the records of the Council of the City of Decatur, Macon County, Illinois.

Other business was duly transacted at said meeting.

Upon motion duly made and carried, the meeting adjourned.

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City Clerk



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ORDINANCE NUMBER \_\_\_\_\_

AN ORDINANCE providing for the issuance of a not to exceed \$14,500,000 Promissory Note of the City of Decatur, Macon County, Illinois, for the purpose of refunding the outstanding Promissory Note, Series 2013, of said City, providing for the security for and means of payment of said Note, and authorizing the sale of said note to the purchaser thereof.

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Adopted by the Council on the  
18th day of May, 2020.

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**ORDINANCE NUMBER \_\_\_\_\_**

AN ORDINANCE providing for the issuance of a not to exceed \$14,500,000 Promissory Note, Series 2013, of the City of Decatur, Macon County, Illinois, to pay the costs of certain improvements to the waterworks system of said City and providing for the security for and means of payment of said Note.

**PREAMBLES**

**WHEREAS**

A. The City of Decatur, Macon County, Illinois (the “*City*”), is a duly organized municipality under the laws of the State of Illinois, operating generally under the Illinois Municipal Code, as amended; has a population in excess of 25,000 as determined by the last official census; and pursuant to the provisions of Section 6 of Article VII of the Constitution of the State of Illinois (the “*Constitution*”), the City is a home rule unit and may exercise any power or perform any function pertaining to its government and affairs, including, but not limited to, the power to incur debt (the Illinois Municipal Code as supplemented and, where in conflict, superseded by said constitutional powers being the “*Act*”).

B. For many years, the City has owned and operated a waterworks system (as more completely defined herein, the “*System*”).

C. The City has heretofore issued the following outstanding and validly subsisting and unpaid waterworks system revenue obligation:

**PROMISSORY NOTE, SERIES 2013 (the “2013 Note”)**

Original Principal Amount: \$17,212,394

Dated: August 15, 2013

Due and payable in quarterly installments of both principal and/or interest beginning on each February 15, May 15, August 15 and November 15, to and including August 15, 2028, as set forth

in the amortization schedule attached to the 2013 Note and subject to prepayment at the option of the City as described in the ordinance adopted by the Council authorizing the 2013 Note.

D. The 2013 Note may be refunded for net debt service savings or restructuring purposes.

E. To accomplish the refunding of the 2013 Note (the “*Refunding*”), the City may issue bonds, notes and other obligations secured by a lien on the revenues generated by the operation of the System (as more completely defined herein, the “*Revenues*”) after first deducting Operation and Maintenance Expenses (as hereinafter defined) (the Revenues, net of Operations and Maintenance Expenses, being “*Net Revenues*”).

F. The Council of the City (the “*Council*”) does hereby determine that, in order to accomplish the Refunding, it is advisable and in the best interests of the City and its residents that the City issue a new promissory note payable solely from the Net Revenues (as more completely defined herein, the “*Note*”).

G. The Council does hereby further determine that the Revenues will be sufficient to provide or pay in each year to final maturity of the Note all of the following, (1) Operation and Maintenance Expenses, (2) other contractual or tort liability obligations, if any, payable from the Revenues, and (3) in each year, an amount not less than 1.25 times debt service on the Note and the City’s Illinois Environmental Protection Agency Water Loans (L17-1674 and L17-2552) (together, the “*IEPA Loans*”), there being no other bonds, notes or other obligations of the City secured by a lien on the Revenues, other than the 2013 Note.

H. The proceedings of the City authorizing the IEPA Loans permit the issue of obligations payable from the Net Revenues on a parity with the IEPA Loans.

NOW THEREFORE Be It Ordained by the Council of the City of Decatur, Macon County, Illinois, in the exercise of its home rule powers, as follows:

*Section 1. Definitions.* Words and terms used in this Ordinance shall have the following meanings unless the context or use clearly indicates another or different meaning is intended.

A. The following words and terms are defined in the preambles hereto.

Act  
City  
Constitution  
Council  
IEPA Loans  
Net Revenues  
Note  
Refunding  
2013 Note

B. The following words and terms are defined as set forth.

*“Additional Obligations”* means any bonds, notes or other obligations issued in the future on a parity with and sharing ratably and equally in the Net Revenues with the IEPA Loans and the Note.

*“City Clerk”* means the City Clerk of the City.

*“Code”* means the Internal Revenue Code of 1986, as amended.

*“Designated Officials”* means the Mayor, the City Manager of the City and the Finance Officer, acting together.

*“Finance Officer”* means the Director of Finance of the City.

*“Fiscal Year”* means a twelve-month period beginning January 1 of the calendar year and ending on the next December 31.

*“Mayor”* means the Mayor of the City.

*“Note”* means the not to exceed \$14,500,000 Promissory Note, authorized to be issued by this Ordinance.

*“Note Register”* means the books of the City kept by the Note Registrar to evidence the registration and transfer of the Note.



*“Note Registrar”* means the note registrar for the Note, which shall be a bank or trust company with a corporate trust office located in the State of Illinois or Indiana (as set forth in the Notification), or any successor thereto or designated hereunder, in its capacity as note registrar hereunder.

*“Notification”* means the Notification of Sale as authorized to be executed by the Designated Officials of the City in Section 14 of this Ordinance and by which the final terms of the Note will be established.

*“Operation and Maintenance Expenses”* means all expenses of operating, maintaining and routine repair of the System, including wages, salaries, costs of materials and supplies, power, fuel, insurance, purchase of water (including all payments by the City pursuant to long-term contracts for such purchase) and all reasonable administrative fees and expenses; but excluding debt service, depreciation, or any reserve requirements and any costs of extending or enlarging the System or engineering expenses in anticipation thereof or in connection therewith; and otherwise determined in accordance with generally accepted accounting principles for municipal enterprise funds.

*“Outstanding”* when used with reference to the IEPA Loans, the Note and Additional Obligations means such of those obligations which are outstanding and unpaid; *provided, however*, such term shall not include the IEPA Loans, the Note or any Additional Obligations (i) which have matured and for which moneys are on deposit with proper paying agents, or are otherwise properly available, sufficient to pay all principal and interest thereof, or (ii) the provision for payment of which has been made by the City by the deposit in an irrevocable trust or escrow of funds or direct, full faith and credit obligations of the United States of America or obligations guaranteed by the United States Government, the principal and interest of which will be sufficient to pay at maturity or as called for redemption or prepayment all the principal of and interest and applicable premium on the IEPA Loans, the Note or such Additional Obligations.

*“Paying Agent”* means the paying agent for the Note, which shall be a bank or trust company with a corporate trust office located in the State of Illinois or Indiana, or a financial institution authorized to do business in the State of Illinois (as set forth in the Notification), or any successor thereto or designated hereunder, in its capacity as paying agent hereunder.

*“Purchaser”* means (i) Regions Capital Advantage, Inc., Birmingham, Alabama (*“Regions Capital Advantage”*), (ii) a bank or financial institution authorized to do business in the State of Illinois, (iii) a governmental unit as defined in the Local Government Debt Reform Act of the State of Illinois, as amended, or (iii) an “accredited investor” as defined in Rule 501 of Regulation D as promulgated under the Securities Act of 1933, as amended; *provided, however*, that the Purchaser shall be selected only upon receipt by the City of the recommendation of Speer Financial, Inc., Chicago, Illinois (*“Speer”*), the financial advisor to the City, that the sale of the Note to the Purchaser is in the best interests of the City because of (i) the pricing of the Note by the Purchaser, (ii) then current market conditions or (iii) the timing of the sale of the Note, and *further provided*, that the Purchaser may be selected through the utilization of Robert W. Baird & Co. Incorporated (*“Baird”*), as placement agent, if, after consultation with Speer, the use of such placement agent is determined by the Designated Officials to be in the best interests of the City, as set forth in the Notification. In the event that the Purchaser of is selected through the utilization of Baird as placement agent, the execution of a standard form of placement agent agreement between the City and Baird is hereby approved and authorized.

*“Revenues”* means all income from whatever source derived from the System, including (i) investment income; (ii) connection, permit and inspection fees and the like; (iii) penalties and delinquency charges; (iv) capital development, reimbursement, or recovery charges and the like; and (v) annexation or pre-annexation charges insofar as designated by the Council as paid for System connection or service; but excluding expressly (a) non-recurring income from the sale of

property of the System; (b) governmental or other grants; and (c) advances or grants made from the City; and as otherwise determined in accordance with generally accepted accounting principles for municipal enterprise funds.

“*System*” means all property, real, personal or otherwise owned or to be owned by the City or under the control of the City, and used for waterworks purposes, including all further extensions, improvements and additions to the System.

“*Treasurer*” means the Treasurer of the City.

“*Waterworks Fund*” means the Waterworks Fund of the City (commonly known as the Water Fund), the existence of which is continued in Section 10 of this Ordinance.

C. Certain further words and terms used in particular sections are defined below.

*Section 2. Incorporation of Preambles.* The Council hereby find that all of the recitals contained in the preambles to this Ordinance are true, correct and complete and does incorporate them into this Ordinance by this reference.

*Section 3. Determination to Issue the Note.* It is advisable and in the best interests of the City and its residents to provide for the Refunding and to borrow money and issue the Note for such purpose. It is hereby found and determined that such borrowing of money is for a proper public purpose, in the public interest and authorized by Section 6 of Article VII of the Constitution.

*Section 4. Note Details.* There shall be issued and sold a single Note in the principal amount of not to exceed \$14,500,000 as set forth in the Note. The Note shall be designated “*Promissory Note, Series 2020*” or such other name or series designation as may be appropriate and as stated in the Notification. The Note, if issued, shall be dated such date (not prior to May 1, 2020, and not later than December 1, 2020) (the “*Dated Date*”) as set forth in the Notification, and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$5,000 each or authorized integral multiples thereof, unless otherwise provided

in the Notification. The Note shall become finally due and payable (subject to optional prepayment prior to maturity as hereinafter described) no later than December 15, 2034. The Note shall bear interest at the rate of not to exceed 5.0% per annum as set forth in the Note (computed upon the basis of a 360-day year of twelve 30-day months) payable in quarterly installments of principal and/or interest beginning on the date set forth in the Notification, and on each February 15, May 15, August 15 and November 15 thereafter until said final payment date, or as otherwise provided for in the Notification, all in accordance with the Amortization Schedule attached to the Notification.

The payments of interest and principal on the Note shall be paid by check or draft of the Paying Agent, payable upon presentation thereof in lawful money of the United States of America or (for all payments other than the final payment) by electronic funds transfer as may be agreed by the Finance Officer, Note Registrar, Paying Agent and registered owner, to the registered owner at the close of business on the applicable Record Date. In the event that payment on the Note is past due on three or more occasions, the City shall agree that payment on the Note shall be made through automatic funds withdrawal, and the City shall execute documentations satisfactory to the Purchaser to facilitate the same. The Record Date shall be the 1st day of the month of any regular or other interest payment date occurring on the 15th day of any month and 15 days next preceding any interest payment date occasioned by the prepayment of the Note on other than the 15th day of a month.

*Section 5. Execution; Authentication.* The Note shall be executed on behalf of the City by the manual or facsimile signature of the Mayor, and attested by the manual or facsimile signature of the City Clerk, as they may determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the City. In case any such officer whose signature shall appear on the Note shall cease to be such officer before the delivery of the Note, such signature

shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. The Note shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Note Registrar as authenticating agent of the City and showing the date of authentication. The Note shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until the certificate of authentication shall have been duly executed by the Note Registrar by manual signature, and such certificate of authentication upon the Note shall be conclusive evidence that the Note has been authenticated and delivered under this Ordinance. The certificate of authentication on the Note shall be deemed to have been executed by it if signed by an authorized officer of the Note Registrar.

*Section 6. Optional Prepayment.* All of a portion of the Note shall be subject to prepayment at the option of the City on any date, from any available funds, in whole or in part, at a prepayment price set forth in the Notification (not to exceed 103% of par), plus accrued interest to the prepayment date. Upon any partial prepayment, a new Note in the amount of unpaid principal shall be executed and delivered to the holder of the Note, and a new Amortization Schedule prepared and appended to such Note providing for equal annual payments of principal and interest over the remaining term of the Note.

*Section 7. Prepayment Procedure.* Unless waived by the Note Registrar, the City shall, at least 15 days prior to the prepayment date (unless a shorter time period shall be satisfactory to the Note Registrar), notify the Note Registrar of such prepayment date and of the principal amount of the Note to be prepaid. Unless waived by the registered owner of the Note, official notice of any such prepayment shall be given by the Note Registrar on behalf of the City by mailing the prepayment notice by first class mail not less than five days and not more than 30 days prior to the prepayment date to the registered owner of the Note at the address shown on the Note Register or



at such other address as is furnished in writing by the registered owner to the Note Registrar. All official notices of prepayment shall include at least the information as follows:

- (a) the prepayment date;
- (b) the prepayment price;
- (c) if less than all of the Note is to be prepaid, the principal amount of the Note to be prepaid;
- (d) a statement that on the prepayment date the prepayment price will become due and payable upon the Note or portion thereof called for prepayment and that interest thereon shall cease to accrue from and after said date; and
- (e) the place where the Note is to be surrendered for payment of the prepayment price, which place of payment shall be the principal corporate trust office of the Paying Agent.

Prior to any prepayment date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the prepayment price of the Note or portions of the Note which are to be prepaid on that date.

Notice of prepayment having been given as aforesaid, the Note or portions thereof to be prepaid shall, on the prepayment date, become due and payable at the prepayment price therein specified, and from and after such date (unless the City shall default in the payment of the prepayment price) the Note or portions thereof shall cease to bear interest. Notice having been properly given, failure of the registered owner of the Note to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or prepayment action described in the notice. Such notice may be waived in writing by the registered owner of the Note, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by the registered owner shall be filed with the Note Registrar, but such filing shall not be a condition

precedent to the validity of any action taken in reliance upon such waiver. Upon surrender of the Note for prepayment in accordance with said notice, the Note or portions thereof shall be paid by the Paying Agent at the prepayment price. The procedure for the payment of interest due as part of the prepayment price shall be as herein provided for payment of interest otherwise due. Upon surrender for any partial prepayment of the Note, there shall be prepared for the registered owner a new Note in the amount of the unpaid principal. If any Note or portion thereof called for prepayment shall not be so paid upon surrender thereof for prepayment, the principal shall, until paid or duly provided for, bear interest from the prepayment date at the rate borne by the Note or portion thereof so called for prepayment. The Note or portions thereof which have been so prepaid and presented shall be cancelled and destroyed by the Note Registrar and shall not be reissued.

*Section 8. Registration of Notes; Persons Treated as Owners.* The City shall cause books (the “*Note Register*”) for the registration and for the transfer of the Note as provided in this Ordinance to be kept at the principal office maintained for the purpose by the Note Registrar, which shall be the registrar of the City for the Notes. The City is authorized to prepare, and the Note Registrar or such other agent as the City may designate shall keep custody of, multiple Note blanks executed by the City for use in the transfer and exchange of the Note. The Note may be transferred as a whole but not in part, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in this Ordinance. Upon surrender for transfer or exchange of the Note at the principal office of the Note Registrar, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Note Registrar and duly executed by the registered owner or an attorney for such owner duly authorized in writing, the City shall execute and the Note Registrar shall authenticate, date and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully registered Note in the amount of the unpaid principal. The Note Registrar shall not be required to transfer or

exchange the Note during the period from the close of business on the Record Date for a payment to the opening of business on such payment date or during the period of 15 days preceding the giving of notice of prepayment of the Note or portions thereof. The execution by the City of any fully registered Note shall constitute full and due authorization of such Note, and the Note Registrar shall thereby be authorized to authenticate, date and deliver such Note. The person in whose name the Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on the Note shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid. No service charge shall be made to any registered owner of the Note for any transfer or exchange of the Note, but the City or the Note Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of the Note, except in the case of the issuance of a new Note for the unrepaid portion of the Note surrendered for prepayment.

*Section 9. Form of Note.* The Note shall be in substantially the form hereinafter set forth; *provided, however,* that if the text of the Note is to be printed in its entirety on the front side of the Note, then the second paragraph of the front side of the Note and the legend “See Reverse Side for Additional Provisions” shall be omitted and paragraphs on the reverse side of the Note shall be inserted immediately after the first paragraph on the front side.

[Form of Note - Front Side]

REGISTERED  
NO. 1

REGISTERED  
\$ \_\_\_\_\_

**UNITED STATES OF AMERICA**

**STATE OF ILLINOIS**

**COUNTY OF MACON**

**CITY OF DECATUR**

**PROMISSORY NOTE  
SERIES 2020**

|                                                |
|------------------------------------------------|
| See Reverse Side for<br>Additional Provisions. |
|------------------------------------------------|

Final Payment Date:  
\_\_\_\_\_, 20\_\_

Dated Date:  
\_\_\_\_\_, 2020

Registered Owner:

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS that the City of Decatur, Macon County, Illinois, a municipality, home rule unit and political subdivision of the State of Illinois (the “City”), hereby acknowledges itself to owe and for value received promises to pay from the source and as hereinafter provided to the Registered Owner identified above, or registered assigns, on the dates hereinafter set forth (subject to right of prior prepayment), the Principal Amount identified above and to pay interest (computed upon the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the Dated Date identified above at the Interest Rate of \_\_\_\_% per annum, until said Principal Amount is paid or duly provided for. This Note shall be paid in quarterly installments of principal and/or interest beginning on \_\_\_\_\_ 15, 2020, and on each February 15, May 15, August 15 and November 15 thereafter until the final payment date, all in accordance with the Amortization Schedule attached to this Note. Payments of interest and principal shall be paid by check or draft of the Paying Agent, payable upon presentation in lawful

money of the United States of America or (for all payments other than the final payment) by electronic funds transfer as may be agreed by the City, Note Registrar, Paying Agent and Registered Owner, to the Registered Owner at the close of business on the applicable Record Date.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Note, have existed and have been properly done, happened and been performed in regular and due form and time as required by law; that this Note is a valid and binding special revenue obligation of the City, payable by the City solely from the Net Revenues; that the City will not levy any taxes to pay the principal and interest due on this Note; and that under no circumstances shall this Note be or become an indebtedness of the City within the purview of any constitutional or statutory limitation or provision but is payable by the City solely from the Net Revenues; and the City hereby covenants and agrees that it will fix and maintain rates for the use and service of the System and collect and account for the Revenues sufficient at all time to pay Operation and Maintenance Expenses, promptly to pay principal of and interest on all obligations issued by the City which are payable from the Net Revenues and the provision of not less than an additional 0.25 times debt service on such obligations, to provide such additional amounts as may be required to provide an adequate depreciation fund and to comply with all the covenants of and to maintain the accounts created by the Ordinance.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Note Registrar.

IN WITNESS WHEREOF the City of Decatur, Macon County, Illinois, by its Council, has caused this Note to be executed by the manual or duly authorized facsimile signature of its Mayor and attested by the manual or duly authorized facsimile signature of its City Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

\_\_\_\_\_  
Mayor, City of Decatur  
Macon County, Illinois

Attest:

\_\_\_\_\_  
City Clerk, City of Decatur  
Macon County, Illinois

[SEAL]

Date of Authentication: \_\_\_\_\_, 2020

CERTIFICATE  
OF  
AUTHENTICATION

\_\_\_\_\_,  
as Note Registrar

Note Registrar and Paying Agent:

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

By \_\_\_\_\_  
Authorized Officer



[Form of Note - Reverse Side]

This Note is issued in the principal amount of \$ \_\_\_,000 for the purpose of refunding the City's Promissory Note, Series 2013, all as described in the ordinance authorizing the Note (the "*Ordinance*"), pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as supplemented and amended, and as further supplemented and, where necessary, superseded, by the powers of the City as a home rule unit under the provisions of Section 6 of Article VII of the Illinois Constitution of 1970 (such code and powers being the "*Act*"), and with the Ordinance, which has been duly passed by the Council, approved by the Mayor of the City, and published, in all respects as by law required. Capitalized terms used herein without definition shall have the meanings specified in the Ordinance.

Under the Ordinance, the Revenues shall be deposited into the Waterworks Fund of the City which shall be used only and has been pledged for paying Operation and Maintenance Expenses, paying the principal of and interest on all obligations of the City that are payable by their terms from the Revenues, providing an adequate depreciation fund, and in making all payments required to maintain the accounts established under the Ordinance. The City may issue additional obligations payable from the Net Revenues on a parity with, or subordinate to, this Note, in each case pursuant to the terms of the Ordinance.

The Note is payable from moneys to the credit of the Bond and Interest Account within the Waterworks Fund, said Account consisting of the funds remaining in said Waterworks Fund after the required monthly deposits and credits have been made under the Ordinance for the purpose of paying Operation and Maintenance Expenses, all in accordance with the provisions of the Ordinance. Moneys on deposit in said Account shall be used first and are pledged for paying the principal of and interest on the IEPA Loans, the Note and any Additional Obligations and then for any further purposes as provided by the terms of the Ordinance.

This Note is subject to provisions relating to registration, transfer and exchange; prepayment and notice and procedure for prepayment; and such other terms and provisions relating to security and payment as are set forth in the Ordinance, to which reference is hereby expressly made, and to all the terms of which the Registered Owner hereof is hereby notified and shall be subject.

The City, the Note Registrar and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the City, the Note Registrar and the Paying Agent shall not be affected by any notice to the contrary.

#### ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

|  |
|--|
|  |
|--|

[Here insert identifying number such as TID, SSN, or other]

\_\_\_\_\_

\_\_\_\_\_

(Name and Address of Assignee)

the within Note and does hereby irrevocably constitute and appoint \_\_\_\_\_

\_\_\_\_\_

as attorney to transfer the said Note on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature guaranteed: \_\_\_\_\_

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

*Section 10. Continuation of Waterworks Fund and Accounts Thereof.* Upon the issuance of the Note, the System shall be operated on a Fiscal Year basis. All of the Revenues shall be set aside as collected and be deposited in a separate fund (and in an account in a bank to be designated by the Council), which fund, heretofore established and designated as the “Waterworks Fund” of the City (commonly known as the “*Water Fund*”), is hereby continued and shall constitute a trust fund for the sole purpose of carrying out the covenants, terms, and conditions of this Ordinance, and shall be used only in paying Operation and Maintenance Expenses, providing an adequate depreciation fund, paying the principal of and interest on all obligations of the City which by their terms are payable from the Revenues, and providing for the establishment of and expenditure from the respective accounts as hereinafter described.

*Section 11. Flow of Funds.* There shall be and there are hereby created separate accounts in the Waterworks Fund to be known as the “Operation and Maintenance Account,” the “Bond and Interest Account,” the “Depreciation Account,” and the “Surplus Account,” to which there shall be credited on or before the first day of each month by the Finance Officer, without any further official action or direction, in the order in which said accounts are hereinafter mentioned, all moneys held in the Waterworks Fund, in accordance with the following provisions:

(a) *Operation and Maintenance Account:* There shall be credited to or retained in the Operation and Maintenance Account an amount sufficient, when added to the amount then on deposit in said Account, to establish or maintain a balance to an amount not less than the amount considered necessary to pay Operation and Maintenance Expenses for the then current month.

(b) *Bond and Interest Account:* There shall next be credited to or retained in the Bond and Interest Account a fractional amount of the principal and/or interest becoming due on the next succeeding payment date on the IEPA Loans, the Note and on any Additional Obligations then Outstanding, until there shall have been accumulated in said Account on or before the month preceding such payment date, an amount sufficient to pay such principal and/or interest on the IEPA Loans, the Note and on any Additional Obligations then Outstanding.

In computing the fractional amount to be set aside each month in said Bond and Interest Account, the fraction shall be so computed that sufficient funds will be set aside in said Account and will be available for the prompt payment of such principal and/or interest on the IEPA Loans, the Note and on any Additional Obligations then Outstanding as the same become due. The fractional amount to be set aside for the payment of the Note shall be not less than one-third of the principal and interest becoming due on the next succeeding payment date on the Note until there is sufficient money in said Account to pay such principal and interest.

Credits to said Bond and Interest Account may be suspended in any Fiscal Year at such time as there shall be a sufficient sum, held in cash and investments, in said Account to meet principal and interest requirements in said Account for the balance of such Fiscal Year, but such credits shall be resumed at the beginning of the next Fiscal Year.

All moneys in said Bond and Account shall be used only for the purpose of paying interest on and principal of the IEPA Loans, the Note and any Additional Obligations then Outstanding.

(c) *Depreciation Account:* Beginning the month after the delivery of the Note, there shall next be credited to the Depreciation Account and held, in cash and investments, such sum as the City may deem necessary in order to provide an adequate depreciation fund for the System.

Amounts to the credit of said Depreciation Account shall be used for (i) the payment of the cost of extraordinary maintenance, necessary repairs and replacements, or contingencies, the payment for which no other funds are available, in order that the System may at all times be able to render efficient service, (ii) for the purpose of acquiring or constructing improvements and extensions to the System, and (iii) the payment of principal of or interest and applicable premium on the IEPA Loans, the Note or on any Additional Obligations then Outstanding at any time when there are no other funds available for that purpose in order to prevent a default.

(d) *Surplus Account:* All moneys remaining in the Waterworks Fund, after crediting the required amounts to the respective accounts hereinabove provided for, and after making up any deficiency in said accounts, shall be credited to the Surplus Account. Funds in the Surplus Account shall be used, first, to make up any subsequent deficiencies in any of the accounts hereinabove named; and then, for the remainder of all surplus Revenues, at the discretion of the Council, for one or more of the following purposes without any priority among them:

1. For the purpose of constructing or acquiring repairs, replacements, improvements or extensions to the System;
2. For making transfers to the Waterworks Fund generally to be applied and treated as Revenues when transferred;

3. For the purpose of calling and redeeming or prepaying the IEPA Loans, the Note or any Additional Obligations which are callable at the time;

4. For the purpose of purchasing the IEPA Loans, the Note or any Additional Obligations;

5. For the purpose of paying principal of and interest on any subordinate bonds or other obligations of the City issued for the purpose of acquiring or constructing repairs, replacements, improvements or extensions to the System, including loans from the State of Illinois, acting through the Illinois Environmental Protection Agency; or

6. For any other lawful System purpose.

*Section 12. Investment.* Money to the credit of the Waterworks Fund may be invested pursuant to any authorization granted to municipal corporations by Illinois statute or court decision.

*Section 13. Additional Obligations.* As long as the Note is Outstanding, the City shall not issue any Additional Obligations except upon compliance with the following:

(a) Additional Obligations may be issued for any of the purposes set forth in the Act or to refund the Note or any portion thereof upon compliance with the following conditions:

(i) The amounts required to be credited monthly to the Waterworks Fund have been credited in full up to the date of the delivery of such Additional Obligations.

(ii) The Net Revenues for the last completed Fiscal Year prior to the issuance of the Additional Obligations (as shown by the audit of a firm of independent certified public accountants) must equal at least 125% of Maximum Annual Debt Service computed immediately after the issuance of such Additional Obligations, but only for those Fiscal Years in which the Note will continue to be Outstanding as provided herein. As used herein, "*Maximum Annual Debt Service*" means an amount of money equal to the highest principal and/or interest due on the Note and Additional Obligations in any Fiscal Year.

(b) Additional Obligations may be issued to refund the Note or portions thereof if the principal and interest payments due on such Additional Obligations in each Fiscal Year are less than those of the Note or portions thereof to be refunded.

(c) Additional Obligations may be issued to refund the Note or portions thereof in order to avoid default in the payment of principal of or interest on the Note; *provided, however*, such Additional Obligations are issued to avoid such default within three months of the date of the anticipated default.

(d) Bonds or other obligations of the City may be issued or entered into payable from the Net Revenues subordinate to the Note; *provided, however*, that acceleration will not be a permissible remedy upon an event of default under the documents authorizing such subordinate bonds or other obligations.

All Additional Obligations and all subordinate bonds or other obligations issued in accordance with this Section shall be payable at such times as the City may determine.

*Section 14. Sale of the Note.* The Designated Officials are hereby authorized to proceed, without any further authorization or direction whatsoever from the Council, to sell and deliver the Note upon the terms as prescribed in this Section, pursuant to the Notification. The Note shall be sold and delivered to the Purchaser at the price of not less than 96.00% of the par value of the principal amount thereof (exclusive of original issue discount, if any), plus accrued interest, if any, to the date of delivery. As additional limitations on the sale of the Note, the Designated Officials shall find and determine that the Note has been sold at such price and bears interest at such rate that either the true interest cost (yield) or the net interest rate received upon the sale of the Note does not exceed the maximum rate otherwise authorized by applicable law. Upon the sale of the Note, the Designated Officials and any other officers of the City as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of



the Note as may be necessary, including, without limitation, the Notification and closing documents. The Designated Officials must find and determine in the Notification that no person holding any office of the City either by election or appointment, is in any manner financially interested either directly, in his or her own name, or indirectly in the name of any other person, association, trust or corporation in the Purchaser. Upon the sale of the Note, the Designated Officials shall prepare the Notification, which shall include the pertinent details of sale as provided herein, and such shall be entered into the records of the City and made available to all Council members at the next public meeting thereof. The authority granted in this Ordinance to the Designated Officials to sell Note as provided herein shall expire on December 31, 2020.

*Section 15. Creation of Funds and Appropriations.* The proceeds of the sale of the Note are hereby appropriated as follows:

A. Proceeds in the amount necessary to pay costs of issuance of the Note shall be (a) disbursed at the delivery of the Note by the Purchaser or (b) to the extent not so disbursed, shall be held by the Finance Officer in a separate fund, hereby created and designated as the “2020 Expense Fund” and disbursed in accordance with customary City procedures for disbursement of City funds. Funds remaining on deposit in the 2020 Expense Fund, if any, on the date which is three months after the Note is issued shall be transferred to the Bond and Interest Subaccount of the Waterworks Fund and used to pay first interest coming due on the Note.

B. The remaining proceeds shall be used to provide for the Refunding and shall be deposited with Regions Capital Advantage, the paying agent for the 2013 Note (the “*Prior Paying Agent*”). In accordance with the prepayment provisions of the ordinance authorizing the 2013 Note, the City by the Council does hereby make provision for the payment of and does hereby call (subject only to the delivery of the Note) the 2013 Note

for prepayment on the earliest practical date therefor, the same being the date set forth in the Notification.

*Section 16. Defeasance.* The Note or any portion thereof which (a) is paid and cancelled, (b) for which sufficient sums been deposited with the Paying Agent to pay all principal and interest due thereon, or (c) for which sufficient United States funds and direct United States Treasury obligations have been deposited with a bank or trust company authorized to keep trust accounts, taking into account investment earnings on such obligations, all principal and interest due thereon, pursuant to an irrevocable escrow or trust agreement, shall cease to have any lien on or right to receive or be paid from the Revenues and shall no longer have the benefits of any covenant for the registered owner of the Note as set forth herein as such relates to lien and security of the Note. All covenants relative to payment, registration, transfer, and exchange are expressly continued for the Note and any portion thereof whether deemed outstanding or not.

*Section 17. Pertaining to the Note Registrar.* If requested by the Note Registrar or the Paying Agent, or both, the Mayor and the City Clerk are authorized to execute the Note Registrar's or the Paying Agent's standard form of agreement between the City and the Note Registrar (Paying Agent) with respect to the obligations and duties of such parties hereunder. Subject to modification by the express terms of any such agreement, the Note Registrar and Paying Agent for their respective capacities agree as follows:

A. to act as note registrar, authenticating agent, paying agent and transfer agent as provided herein;

B. to maintain a list of the holder of the Note as set forth herein and to furnish such list to the City upon request, but otherwise to keep such list confidential to the fullest extent permitted by law;

- C. to cancel and/or destroy the Note or portion thereof when paid at maturity, upon prepayment or submitted for transfer or exchange;
- D. to give notice of prepayment of the Note as provided herein; and
- E. to furnish the City at least annually an audit confirmation of payments made with respect to the Notes.

The City Clerk is hereby directed to file a copy of this Ordinance with the Note Registrar and Paying Agent.

*Section 18. General Covenants.* The City covenants and agrees with the Purchaser that, so long as the Note remains Outstanding:

(a) The City will punctually pay, or cause to be paid, the principal of and interest on the Note in strict conformity with the terms of the Note and this Ordinance, and the City will faithfully observe and perform all of the conditions, covenants and requirements thereof.

(b) The City will preserve and protect the security of the Note and the rights of the registered owner of the Note.

(c) The City will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of, this Ordinance, and for the better assuring and confirming unto the registered owner of the Note of the rights and benefits provided in this Ordinance.

*Section 19. System Covenants.* The City covenants and agrees with the holders of the Note, so long as the Note is Outstanding, as follows:

(a) The City will maintain the System in good repair and working order, will operate the same efficiently and faithfully, and will punctually perform all duties with respect thereto required by the Constitution and laws of the State of Illinois.

(b) The City will establish and maintain at all times reasonable fees, charges, and rates for the use and service of the System and will provide for the collection thereof and the segregation and application of the Revenues in the manner provided by this Ordinance, sufficient at all times to pay Operation and Maintenance Expenses, promptly to pay principal of and interest on all obligations issued by the City which are payable from the Net Revenues and the provision of not less than an additional 0.25 times debt service on such obligations, to provide such additional amounts as may be required to provide an adequate depreciation fund and to comply with all the covenants of and to maintain the accounts created by this Ordinance.

There shall be charged against all users of the System, including the City, such rates and amounts for water service as shall be adequate to meet the requirements of this subsection. Charges for services rendered the City shall be made against the City, and payment for the same shall be made monthly from the corporate funds into the Waterworks Fund as revenues derived from the operation of the System; *provided, however*, that the City need not charge itself for such services if, in the previous Fiscal Year, Revenues, not including payments made by the City, shall have met the requirements of this Ordinance.

(c) The City from time to time will make all needful and proper repairs, replacements, additions, and betterments to the System so that it may at all times be operated properly and advantageously; and when any necessary equipment or facility shall have been worn out, destroyed, or otherwise is insufficient for proper use, it shall be promptly replaced so that the value and efficiency of the System shall be at all times fully maintained.

(d) The City will establish such rules and regulations for the control and operation of the System necessary for the safe, lawful, efficient and economical operation thereof.

(e) The City will make and keep proper books and accounts (separate and apart from all other records and accounts of said City), in which complete entries shall be made of all transactions relating to the System, and hereby covenants that within ninety (90) days following the close of each Fiscal Year, it will cause the books and accounts of the System to be audited by independent certified public accountants and such audits to be available to the holder of the Note.

All expenses of the audit required by this Section shall be regarded and paid as Operation and Maintenance Expenses.

It is further covenanted and agreed that a copy of each such audit shall be furnished within thirty (30) days of completion to the Purchaser (so long as the Purchaser is the holder of the Note), together with such information related to the System (to the extent permitted by law) as is reasonably requested by the Purchaser, including a list of the top ten users of the System.

(f) The City will keep the books and accounts for the System in accordance with generally accepted fund reporting practices for municipal enterprise funds; *provided*,

*however*, that the monthly credits to the Bond and Interest Account and the Depreciation Account shall be in cash and said funds shall be held separate and apart in cash and investments. For the purpose of determining whether sufficient cash and investments are on deposit in such accounts under the terms and requirements of this Ordinance, investments shall be valued at amortized cost.

(g) The City will not sell, lease, loan, mortgage or in any manner dispose of or encumber the System (subject to the right of the City to issue Additional Obligations as provided in this Ordinance, to issue bonds or other obligations subordinate to the Note and to dispose of real or personal property which is no longer useful or necessary to the operation of the System), and the City will take no action in relation to the System which would unfavorably affect the security of the Note or the prompt payment of the principal thereof and interest thereon. Any amounts received from the sale of property of the System shall be deposited to the credit of the Depreciation Account.

(h) Any holder of the Note may proceed by civil action to compel performance of all duties required by law and this Ordinance, including the making and collecting of sufficient charges and rates for the service supplied by the System and the application of the income and revenue therefrom.

(i) The City will carry insurance on the System of the kinds and in the amounts which are usually carried by private parties operating similar properties, covering such risks as shall be recommended by a competent consulting engineer or insurance consultant employed by the City for the purpose of making such recommendations. All moneys received for loss under such insurance policies or from the self-insurance reserve fund or pool shall be deposited to the credit of the Depreciation Account and used in making good the loss or damage in respect of which they were paid, either by repairing the property damaged or making replacement of the property destroyed, and provision for making good such loss or damage shall be made within ninety (90) days from the date of the loss. The payment of premiums for all insurance policies required under the provisions of this covenant shall be considered an Operation and Maintenance Expense. The proceeds derived from any and all policies for workers' compensation or public liability shall be paid into the Operation and Maintenance Account and used in paying the claims on account of which they were received or shall be used to reimburse any account from which the claim was previously paid.

(j) The City covenants not to provide any free service of the System, and, to the extent permitted by law, the City will not grant a franchise for the operation of any competing waterworks system within the City.

*Section 20. Tax Covenants.* The City hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Note) if taking, permitting

or omitting to take such action would cause the Note to be an arbitrage bond or a private activity bond within the meaning of the Code, or would otherwise cause the interest on the Note to be included in the gross income of the recipients thereof for federal income tax purposes. The City acknowledges that, in the event of an examination by the Internal Revenue Service (the “IRS”) of the exemption from federal income taxation for interest paid on the Note, under present rules, the City may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

The City also agrees and covenants with the purchasers and holder of the Note from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Note and affects the tax-exempt status of the Note.

The Council hereby authorizes the officials of the City responsible for issuing the Note, the same being the Mayor, the City Clerk and the Treasurer, to make such further covenants and certifications regarding the specific use of the proceeds of the Note as approved by the Council and as may be necessary to assure that the use thereof will not cause the Note to be an arbitrage bond and to assure that the interest on the Note will be exempt from federal income taxation. In connection therewith, the City and the Council further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Note and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Note; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the City in such compliance.



*Section 21. Superseder and Effective Date.* All ordinances, resolutions and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage, approval and publication.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ADOPTED: May 18, 2020

APPROVED: May 18, 2020

\_\_\_\_\_  
Mayor, City of Decatur  
Macon County, Illinois

RECORDED In City Records: May 18, 2020.

Attest:

\_\_\_\_\_  
City Clerk, City of Decatur  
Macon County, Illinois

STATE OF ILLINOIS        )  
                                      ) SS  
COUNTY OF MACON        )

**CERTIFICATION OF AGENDA, MINUTES AND ORDINANCE**

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Decatur, Macon County, Illinois (the “*City*”), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the City and of the Council (the “*Council*”) thereof.

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting (the “*Meeting*”) of the Council held on the 18th day of May, 2020 insofar as the same relates to the adoption of an ordinance numbered \_\_\_\_\_ and entitled:

AN ORDINANCE providing for the issuance of a not to exceed \$14,500,000 Promissory Note of the City of Decatur, Macon County, Illinois, for the purpose of refunding the outstanding Promissory Note, Series 2013, of said City, providing for the security for and means of payment of said Note, and authorizing the sale of said note to the purchaser thereof.

(the “*Ordinance*”) a true, correct and complete copy of which said Ordinance as adopted at the Meeting appears in the foregoing transcript of the minutes of the Meeting.

I do further certify that the deliberations of the Council on the adoption of said Ordinance were taken openly; that the vote on the adoption of said Ordinance was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all newspapers, radio or television stations and other news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Council at least 72 hours in advance of the holding of said meeting; that said agenda contained a separate specific item concerning the proposed adoption of said Ordinance; that a true, correct and complete copy of said agenda as so posted being attached to this Certificate as *Exhibit A*; that at least one copy of said agenda was continuously available

for public review during the entire 72-hour period preceding said meeting; that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended and as supplemented by Executive Orders 2020-07, 2020-18 and 2020-33 (issued on March 16, 2020, April 1, 2020, and April 30, 2020, respectively), and the Illinois Municipal Code, as amended; and that the Council has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Council in the adoption of said Ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of the City this 18th day of May, 2020.

---

City Clerk

[SEAL]

**ATTACHMENTS – AGENDA, MINUTES AND ORDINANCE**

**SUBJECT:** Ordinance Providing for the Issuance of a not to Exceed \$34,405,000 General Obligation Refunding Bonds of the City of Decatur, Macon County, Illinois, Authorizing the Sale of said Bonds to the Purchaser Thereof, Providing for the Levy and Collection of a Direct Annual Tax Sufficient for the Payment of the Principal of and Interest on said Bonds, and Further Providing for the Execution of an Escrow Agreement in Connection with such Issuance

**ATTACHMENTS:**

| Description    | Type       |
|----------------|------------|
| Bond Ordinance | Cover Memo |

EXTRACT OF MINUTES of the regular public meeting of the Council of the City of Decatur, Macon County, Illinois, held in the Council Chamber, located on the third floor of the Decatur Civic Center, One Gary K. Anderson Plaza, in said City, at 5:30 p.m., on Monday, the 18th day of May, 2020.

The Mayor called the meeting to order and directed the City Clerk to call the roll. Upon the roll being called, Mayor Julie Moore Wolfe and the following Council Members were physically present at said location: \_\_\_\_\_

\_\_\_\_\_

The following Council Members attended the meeting by video or audio conference: \_\_\_\_\_

\_\_\_\_\_

The following Council Members were absent and did not participate in the meeting in any manner or to any extent whatsoever: \_\_\_\_\_

\_\_\_\_\_

The following officials of the City were physically present at said location and ensured the availability of electronic meeting access by video or audio conference to any members of the public attending the meeting in person at said location and requesting such access:

\_\_\_\_\_

At \_\_\_\_\_ p.m., the Council discussed the possible refunding of general obligation bonds issued by the City in 2010 and promissory note issued by the City in 2013 and considered an ordinance providing for the issuance of not to exceed \$34,405,000 general obligation refunding

bonds of the City and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds.

Thereupon, the City Clerk presented, the Director of Finance explained, and there was read by title an ordinance as follows, a copy of which was provided to each Council Member prior to said meeting and to everyone in attendance at said meeting who requested a copy:



AN ORDINANCE providing for the issuance of not to exceed \$34,405,000 General Obligation Refunding Bonds of the City of Decatur, Macon County, Illinois, authorizing the sale of said bonds to the purchaser thereof, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, and further providing for the execution of an escrow agreement in connection with such issuance.

(the “Bond Ordinance”).

Council Member \_\_\_\_\_ moved and Council Member \_\_\_\_\_ seconded the motion that the Bond Ordinance as presented be adopted.

A Council discussion of the matter followed. During the Council discussion, the Director of Finance gave a public recital of the nature of the matter, which included a reading of the title of the Bond Ordinance and statements (1) that the Bond Ordinance provides parameters for the issuance of general obligation bonds for the purpose of refunding certain outstanding general obligation bonds for debt service savings or restructuring purposes, (2) that the bonds are issuable without referendum pursuant to the home rule powers of the City, (3) that the bonds will be sold to Robert W. Baird & Co. Incorporated, in a negotiated underwriting, or to a bank or financial institution, in a private placement, (4) that the sale of bonds will be by certain designated officials of the City, (5) that the Bond Ordinance provides for the levy of taxes to pay the bonds, (6) that the Bond Ordinance approves a form of escrow agreement to accomplish the refunding, and (7) that the Bond Ordinance provides many details for the bonds, including tax-exempt status covenants, provision for terms and form of the bonds, and appropriations.

The Mayor directed that the roll be called for a vote upon the motion to adopt the ordinance.

Upon the roll being called, the following Council Members voted AYE: \_\_\_\_\_  
\_\_\_\_\_  
and the following Council Members voted NAY: \_\_\_\_\_

WHEREUPON, the Mayor declared the motion carried and the ordinance adopted, and henceforth did approve and sign the same in open meeting, and did direct the City Clerk to record the same in full in the records of the Council of the City of Decatur, Macon County, Illinois.

Other business was duly transacted at said meeting.

Upon motion duly made and carried, the meeting adjourned.

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City Clerk

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ORDINANCE NUMBER \_\_\_\_\_

AN ORDINANCE providing for the issuance of not to exceed \$34,405,000 General Obligation Refunding Bonds of the City of Decatur, Macon County, Illinois, authorizing the sale of said bonds to to the purchaser thereof, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, and further providing for the execution of an escrow agreement in connection with such issuance.

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Adopted by the Council on the  
18th day of May, 2020.

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#### EXHIBIT A — Form of Escrow Agreement

This Table of Contents is for convenience only and is not a part of the Ordinance.

**ORDINANCE NUMBER \_\_\_\_\_**

AN ORDINANCE providing for the issuance of not to exceed \$34,405,000 General Obligation Refunding Bonds of the City of Decatur, Macon County, Illinois, authorizing the sale of said bonds to to the purchaser thereof, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, and further providing for the execution of an escrow agreement in connection with such issuance.

WHEREAS by virtue of its population, the City of Decatur, Macon County, Illinois (the “City”), and pursuant to the provisions of Section 6 of Article VII of the Constitution of the State of Illinois, the City is a home rule unit and may exercise any power or perform any function pertaining to its government and affairs including, but not limited to, the power to tax and to incur debt; and

WHEREAS pursuant to the provisions of said Section 6, the City has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within 40 years from the time it is incurred without prior referendum approval; and

WHEREAS on the 25th day of February, 1982, the Council of the City (the “*Council*”) did adopt an ordinance determining the procedures to be followed in the borrowing of money for public purposes of the City and in evidence of such borrowing the issuing of full faith and credit bonds of the City without referendum approval, such ordinance being entitled:

ORDINANCE NO. 82-22

AN ORDINANCE establishing procedures to be followed in incurring indebtedness for corporate purposes, issuing bonds to evidence such indebtedness and directing the levying of taxes, without limit as to rate or amount, for the purpose of paying principal and interest on such bonds as the same become due.

(the “*Enabling Ordinance*”); and

WHEREAS the City has heretofore issued the following outstanding and validly subsisting and unpaid general obligation bonds:

**TAXABLE GENERAL OBLIGATION BONDS, SERIES 2010B** (the “2010B Bonds”)

Original Principal Amount: \$28,270,000

Dated: December 7, 2010

Due December 15 as follows:

| <u>YEAR</u> | <u>AMOUNT (\$)</u> | <u>RATE (%)</u> |
|-------------|--------------------|-----------------|
| 2020        | 1,405,000          | 4.625           |
| 2021        | 1,480,000          | 4.875           |
| 2022        | 1,585,000          | 5.125           |
| 2023        | 1,685,000          | 5.500           |
| 2024        | 1,795,000          | 5.625           |
| 2025        | 1,720,000          | 5.875           |
| 2026        | 1,780,000          | 6.125           |
| 2027        | 1,860,000          | 6.300           |
| 2028        | 1,925,000          | 6.600           |
| 2029        | 2,005,000          | 6.750           |
| 2030        | 2,080,000          | 7.000           |

which 2010B Bonds due on and after December 15, 2021, may be called for redemption on December 15, 2020, at the redemption price of par plus accrued interest; and

WHEREAS the City has heretofore issued the following outstanding and validly subsisting and unpaid general obligation bonds:

**GENERAL OBLIGATION BONDS, SERIES 2010C** (the “2010C Bonds”)

Original Principal Amount: \$2,800,000

Dated: December 7, 2010

Due December 15 as follows:

| <u>YEAR</u> | <u>AMOUNT (\$)</u> | <u>RATE (%)</u> |
|-------------|--------------------|-----------------|
| 2020        | 225,000            | 4.00%           |
| 2022        | 475,000            | 4.00%           |
| 2024        | 515,000            | 4.00%           |

which 2010C Bonds due on and after December 15, 2022, may be called for redemption on December 15, 2020, at the redemption price of par plus accrued interest; and



WHEREAS the City has heretofore issued the following outstanding and validly subsisting and unpaid waterworks system revenue obligation:

**PROMISSORY NOTE, SERIES 2013** (the “*Note*”)

Original Principal Amount: \$17,212,394

Dated: August 15, 2013

Due and payable in quarterly installments of both principal and/or interest beginning on each February 15, May 15, August 15 and November 15, to and including August 15, 2028, as set forth in the amortization schedule attached to the Note and subject to prepayment at the option of the City as described in the ordinance adopted by the Council authorizing the Note; and

WHEREAS all or a portion of the 2010B Bonds, 2010C Bonds and the Note (collectively, the “*Prior Bonds*”) bear interest at higher rates than those currently available in the bond markets and may be refunded for net debt service savings or may be refunded for restructuring purposes; and

WHEREAS pursuant to the hereinafter defined Act, the City is authorized to issue general obligation bonds to accomplish the refunding of all or a selected portion of the Prior Bonds (the “*Refunding*”) and it is necessary and desirable to provide for the issuance of not to exceed \$34,405,000 principal amount general obligation bonds for such purpose; and

WHEREAS the Council does hereby determine that it is necessary and desirable to borrow not to exceed \$34,405,000 at this time pursuant to the Act to provide for the Refunding and, in evidence of such borrowing, issue its full faith and credit bonds in the principal amount of not to exceed \$34,405,000; and

WHEREAS the Council does hereby further determine that it is necessary and desirable that certain officials of the City be authorized to sell such bonds and, accordingly, it is necessary that such officials be so authorized within certain parameters as hereinafter set forth:

NOW THEREFORE Be It Ordained by the Council of the City of Decatur, Macon County, Illinois, in the exercise of its home rule powers and in accordance with the Enabling Ordinance, as follows:

*Section 1. Definitions.* In addition to such other words and terms used and defined in this Ordinance, the following words and terms used in this Ordinance shall have the meanings given them, unless the context or use clearly indicates another or different meaning is intended.

A. The following words and terms are defined in the preambles.

City

Council

Enabling Ordinance

Prior Bonds

Refunding

2010B Bonds

2010C Bonds

2013 Note

B. The following words and terms are defined as set forth.

*“Act”* means, collectively, the Illinois Municipal Code, as supplemented and amended, the home rule powers of the City under Section 6 of Article VII of the Illinois Constitution of 1970 and the Enabling Ordinance adopted pursuant to such home rule powers; and, in the event of conflict between the provisions of said code and home rule powers, the home rule powers shall be deemed to supersede the provisions of said code.

*“Bond”* or *“Bonds”* means one or more, as applicable, of the not to exceed \$34,405,000 General Obligation Refunding Bonds, Series 2020, authorized to be issued by this Ordinance.

*“Bond Fund”* means the Bond Fund established and defined in Section 15 of this Ordinance.

*“Bond Notification”* means the Bond Notification as authorized to be executed by the Designated Officials of the City in Section 14 of this Ordinance and by which the final terms of the Bonds will be established.

*“Bond Register”* means the books of the City kept by the Bond Registrar to evidence the registration and transfer of the Bonds.

*“Bond Registrar”* means the bond registrar for the Bonds, which shall be a bank or trust company with a corporate trust office located in the State of Illinois or Indiana (as set forth in the Bond Notification), or a successor thereto or a successor designated as Bond Registrar hereunder.

*“City Clerk”* means the City Clerk of the City.

*“Code”* means the Internal Revenue Code of 1986, as amended.

*“County Clerk”* means the County Clerk of The County of Macon, Illinois.

*“Designated Officials”* means the Mayor, the City Manager of the City and the Director of Finance of the City, acting together.

*“Escrow Agent”* means the escrow agent for the Refunded Bonds, which shall be a bank or trust company with a corporate trust office located in the State of Illinois or Indiana (as set forth in the Escrow Agreement), or a successor thereto or a successor designated as Escrow Agent under the Escrow Agreement.

*“Escrow Agreement”* means the agreement by and between the City and the Escrow Agent as authorized in Section 15 hereof and set forth as *Exhibit A*.

*“Mayor”* means the Mayor of the City.

“*Ordinance*” means this Ordinance, numbered as set forth on the title page hereof, and passed by the Council on the 18th day of May, 2020.

“*Paying Agent*” means the paying agent for the Bonds, which shall be a bank or trust company with a corporate trust office located in the State of Illinois or Indiana (as set forth in the Bond Notification), or a successor thereto or a successor designated as Paying Agent hereunder.

“*Pledged Taxes*” means the taxes levied on the taxable property within the City to pay principal of and interest on the Bonds as made in Section 12 hereof.

“*Purchaser*” means (a) in a negotiated underwriting, Robert W. Baird & Co. Incorporated (“*Baird*”), or (b) in a private placement, (i) a bank or financial institution authorized to do business in the State of Illinois, (ii) a governmental unit as defined in the Local Government Debt Reform Act of the State of Illinois, as amended, or (iii) an “accredited investor” as defined in Rule 501 of Regulation D as promulgated under the Securities Act of 1933, as amended; *provided, however*, that the Purchaser as set forth in either (b) shall be selected only upon receipt by the City of the recommendation of Speer Financial, Inc., Chicago, Illinois (“*Speer*”), the financial advisor to the City that the sale of the Bonds on a negotiated or private placement basis to the Purchaser is in the best interests of the City because of (i) the pricing of the Bonds by the Purchaser, (ii) then current market conditions or (iii) the timing of the sale of the Bonds, and *further provided*, that the Purchaser as set forth in (c) may be selected through the utilization of Baird, as placement agent, if, after consultation with Speer, the use of such placement agent is determined by the Designated Officials to be in the best interests of the City, as set forth in the applicable Bond Notification. In the event that a Purchaser of a series of Bonds is selected through the utilization of Baird as placement agent, the execution of a standard form of placement agent agreement between the City and Baird is hereby approved and authorized.

*“Refunded Bonds”* means those of the Prior Bonds actually selected to be refunded pursuant to the Escrow Agreement.

*“Tax-Exempt”* means, with respect to the Bonds, the status of interest paid and received thereon as excludable from the gross income of the owners thereof under the Code for federal income tax purposes.

*“Term Bonds”* means Bonds subject to mandatory redemption and designated as term bonds in the Bond Notification.

*“Treasurer”* means the Treasurer of the City.

*Section 2. Incorporation of Preambles.* The Council hereby finds that all of the recitals contained in the preambles to this Ordinance are true, correct and complete and does incorporate them into this Ordinance by this reference.

*Section 3. Determination to Issue Bonds.* It is necessary and desirable to provide for the Refunding, to pay all related costs and expenses incidental thereto, and to borrow money and issue the Bonds for such purposes. It is hereby found and determined that such borrowing of money is necessary for the welfare of the government and affairs of the City, is for a proper public purpose or purposes and is in the public interest, and is authorized pursuant to the Act; and these findings and determinations shall be deemed conclusive.

*Section 4. Bond Details.* For the purpose of providing for such costs, there shall be issued and sold the Bonds, in one or more series as may be specified in the Bond Notification or Bond Notifications, in the aggregate principal amount of not to exceed \$34,405,000, as taxable bonds (the *“Taxable Bonds”*) or Tax-Exempt bonds (the *“Tax-Exempt Bonds”*), as set forth in the Bond Notification (as hereinafter defined) therefore, to said amount. The Bonds shall each be designated *“General Obligation Refunding Bond, Series 2020”* or such other name or names or series designation as may be appropriate and as stated in the Bond Notification. The Bonds, if

issued, shall be dated such date (not prior to May 1, 2020, and not later than December 1, 2020) (the “*Dated Date*”) as set forth in the Bond Notification, and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$5,000 each or authorized integral multiples thereof, unless otherwise provided in the Bond Notification (but no single Bond shall represent installments of principal maturing on more than one date), and shall be numbered 1 and upward. The Bonds shall become due and payable serially or be subject to mandatory redemption (subject to prior redemption as hereinafter described) as shall be set forth in the Bond Notification, and in such principal amounts as shall be set forth therein; *provided, however*, that the final maturity shall be due on or before December 15, 2034, and each maturity or sinking fund payment shall not exceed \$4,595,000. Each Bond shall bear interest, at a rate not to exceed 5.0% per annum, from the later of its Dated Date as herein provided or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Bond is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 15 and December 15 of each year, commencing on December 15, 2020, or as provided in the Bond Notification.

Interest on each Bond shall be paid by check or draft of the Paying Agent, payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the applicable Record Date (the “*Record Date*”), and mailed to the registered owner of the Bond as shown in the Bond Registrar or at such other address furnished in writing by such Registered Owner. The Record Date shall be the 1st day of the month of any regular or other interest payment date occurring on the 15th day of any month and 15 days next preceding any interest payment date occasioned by the redemption of Bonds on other than the 15th day of a month. The principal of or redemption price due on the Bonds shall be payable in lawful money of the United States of America upon

presentation thereof at the principal corporate trust office of the Paying Agent, or at successor Paying Agent and locality.

*Section 5. Global Book-Entry System.* The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds as provided in Section 4 hereof, and the ownership of each such Bond shall be registered in the Bond Register in the name of Cede & Co., or any successor thereto ("*Cede*"), as nominee of The Depository Trust Company, New York, New York, and its successors and assigns ("*DTC*"). All of the outstanding Bonds shall be registered in the Bond Register in the name of Cede, as nominee of DTC, except as hereinafter provided. The Mayor, the Treasurer and the City Clerk are hereby authorized to execute and deliver on behalf of the City such letters to or agreements with DTC and the Bond Registrar as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the "*Representation Letter*").

With respect to the Bonds registered in the Bond Register in the name of Cede, as nominee of DTC, the City and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a "*DTC Participant*") or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Bond Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any



amount with respect to principal of or interest on the Bonds. The City and the Bond Registrar may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Bond Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective registered owners of the Bonds, as shown in the Bond Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of a Bond as shown in the Bond Register, shall receive a Bond certificate evidencing the obligation of the City to make payments of principal and interest with respect to any Bond. Upon delivery by DTC to the Bond Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, the name "*Cede*" in this Ordinance shall refer to such new nominee of DTC.

In the event that (i) the City determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreement among the City, the Bond Registrar and DTC evidenced by the Representation Letter shall be terminated for any reason or (iii) the City determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the City shall notify DTC and DTC Participants of the availability through DTC of Bond certificates and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede, as nominee of DTC. At the time, the City may determine that the Bonds shall be registered in the name of and deposited with such other depository operating a global book-entry system, as may be acceptable

to the City, or such depository's agent or designee, and if the City does not select such alternate global book-entry system, then the Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of Section 10 hereof.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

*Section 6. Execution; Authentication.* The Bonds shall be executed on behalf of the City by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, as they may determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the City. In case any such officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Bonds shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Bond Registrar as authenticating agent of the City and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

*Section 7. Optional Redemption, Term Bonds, Mandatory Redemption and Covenants.*

All or a portion of the Bonds, if any, due on and after the date, if any, specified in the Bond Notification, shall be subject to redemption prior to maturity at the option of the City from any available funds, as a whole or in part, and if in part in integral multiples of \$5,000 in any order of their maturity as determined by the City (less than all of the Bonds of a single maturity to be selected by the Bond Registrar), on the date specified in the Bond Notification, if any, and on any date thereafter, at a price of par plus accrued interest to the redemption date. The Bonds may also be subject to mandatory redemption (as Term Bonds) as provided in the Bond Notification; *provided, however*, that in such event the amounts due as provided for under such mandatory redemption shall be the amount set forth in Section 4 of this Ordinance for the maximum amount of principal due on the Bonds in any given period. Bonds designated as Term Bonds shall be made subject to mandatory redemption by operation of the Bond Fund at a price of par plus accrued interest, on a given date of the years and in the amounts as shall be determined in the Bond Notification.

The City covenants that it will redeem Term Bonds pursuant to the mandatory redemption requirement for such Term Bonds. Proper provision for mandatory redemption having been made, the City covenants that the Term Bonds so selected for redemption shall be payable as at maturity, and taxes shall be levied and collected as provided herein accordingly.

*Section 8. Term Bonds Purchase or Redemption.* If the City purchases Term Bonds of any maturity and cancels the same from Bond Moneys as hereinafter described, then an amount equal to the principal amount of Term Bonds so redeemed or purchased shall be deducted from the mandatory redemption requirements provided for Term Bonds of such maturity, first, in the current year of such requirement, until the requirement for the current year has been fully met, and then in any order of such Term Bonds as due at maturity or subject to mandatory redemption

in any year, as the City shall determine. If the City purchases Term Bonds of any maturity and cancels the same from moneys other than Bond Moneys, then an amount equal to the principal amount of Term Bonds so redeemed or purchased shall be deducted from the amount of such Term Bonds as due at maturity or subject to mandatory redemption requirement in any year, as the City shall determine.

*Section 9. Redemption Procedure.* For a mandatory redemption of Term Bonds, the Bond Registrar shall proceed without further authorization or direction to provide for such redemption. For purposes of any redemption of less than all of the Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot not more than 60 days prior to the redemption date by the Bond Registrar for the Bonds of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided, however,* that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion.

The Bond Registrar shall promptly notify the City and the Paying Agent in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Unless waived by the registered owner of Bonds to be redeemed, official notice of any such redemption shall be given by the Bond Registrar on behalf of the City by mailing the redemption notice by first class mail not less than 30 days and not more than 60 days prior to the date fixed for redemption to each registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All official notices of redemption shall include the full name of the Bonds to be redeemed and at least the information as follows:

- (a) the redemption date;
- (b) the redemption price;
- (c) if less than all of the outstanding Bonds of a particular maturity are to be redeemed, the identification (and, in the case of partial redemption of Bonds within such maturity, the respective principal amounts) of the Bonds to be redeemed;
- (d) a statement that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after said date;
- (e) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Paying Agent; and
- (f) such other information then required by custom, practice or industry standard.

Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed at the option of the City shall have been received by the Paying Agent prior to the giving of such notice of redemption, such notice may, at the option of the City, state that said redemption shall be conditional upon the receipt of such moneys by the Paying Agent on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and that such Bonds will not be redeemed. Otherwise, prior to any redemption date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Subject to the provisions for a conditional redemption described above, notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Paying Agent at the redemption price. The procedure for the payment of interest due as part of the redemption price shall be as herein provided for payment of interest otherwise due. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of like tenor, of authorized denominations, of the same maturity, and bearing the same rate of interest in the amount of the unpaid principal.

If any Bond or portion of a Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid or duly provided for, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

As part of their respective duties hereunder, the Bond Registrar and Paying Agent shall prepare and forward to the City a statement as to notice given with respect to each redemption together with copies of the notices as mailed and published.

*Section 10. Registration and Exchange or Transfer of Bonds; Persons Treated as Owners.* The City shall cause books (the “*Bond Register*”) for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the principal corporate trust office of the Bond Registrar, which is hereby constituted and appointed the registrar of the City for the Bonds. The City is authorized to prepare, and the Bond Registrar or such other agent as

the City may designate shall keep custody of, multiple Bond blanks executed by the City for use in the transfer and exchange of Bonds.

Any Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in this Ordinance. Upon surrender for transfer or exchange of any Bond at the principal corporate trust office of the Bond Registrar, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the registered owner or an attorney for such owner duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully registered Bond or Bonds of like tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the Record Date for an interest payment to the opening of business on such interest payment date or during the period of 15 days preceding the giving of notice of redemption of Bonds or to transfer or exchange any Bond all or a portion of which has been called for redemption.

The execution by the City of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; *provided, however*, that the principal amount of Bonds of each maturity authenticated by the Bond Registrar shall not at any one time exceed the authorized principal amount of Bonds for such maturity less the amount of such Bonds which have been paid.



The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the City or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

*Section 11. Form of Bond.* The Bonds shall be in substantially the form hereinafter set forth; *provided, however,* that if the text of the Bonds is to be printed in its entirety on the front side of the Bonds, then the second paragraph on the front side and the legend “See Reverse Side for Additional Provisions” shall be omitted and the text of paragraphs set forth for the reverse side shall be inserted immediately after the first paragraph.

REGISTERED  
No. \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

Interest \_\_\_\_\_ Maturity \_\_\_\_\_ Dated \_\_\_\_\_  
 Rate: \_\_\_\_\_ % Date: December 15, 20\_\_\_\_ Date: \_\_\_\_\_, 2020 CUSIP: 243127 \_\_\_\_\_

by \_\_\_\_\_, in the City of \_\_\_\_\_, \_\_\_\_\_, as bond registrar (the "*Bond Registrar*"), at the close of business on the applicable Record Date (the "*Record Date*"). The Record Date shall be the 1st day of the month of any regular or other interest payment date occurring on the 15th day of any month and 15 days next preceding any interest payment date occasioned by the redemption of Bonds on other than the 15th day of a month. Interest shall be paid by check or draft of the Paying Agent, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar, or as otherwise agreed by the City and Cede & Co., as nominee, or successor, for so long as this Bond is held by The Depository Trust Company, New York, New York, the depository, or nominee, in book-entry only form as provided for same.

Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Bond, including the authorizing Act, have existed and have been properly done, happened and been performed in regular and due form and time as required by law; that the indebtedness of the City, represented by the Bonds, and including all other indebtedness of the City, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation; and that provision has been made for the collection of a direct annual tax, in addition to all other taxes, on all of the taxable property in the City sufficient to pay the interest hereon as the same falls due and also to pay and discharge the principal hereof at maturity.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

IN WITNESS WHEREOF the City of Decatur, Macon County, Illinois, by its Council, has caused this Bond to be executed by the manual or duly authorized facsimile signature of its Mayor and attested by the manual or duly authorized facsimile signature of its City Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

\_\_\_\_\_  
Mayor, City of Decatur  
Macon County, Illinois

ATTEST:

\_\_\_\_\_  
City Clerk, City of Decatur  
Macon County, Illinois

[SEAL]

Date of Authentication: \_\_\_\_\_, 2020

CERTIFICATE  
OF  
AUTHENTICATION

Bond Registrar and Paying Agent:

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

This Bond is one of the Bonds described in the within-mentioned Ordinance and is one of the General Obligation Refunding Bonds, Series 2020, having a Dated Date of \_\_\_\_\_, 2020, of the City of Decatur, Macon County, Illinois.

\_\_\_\_\_,  
as Bond Registrar

By \_\_\_\_\_  
Authorized Officer

[FORM OF BOND - REVERSE SIDE]

This bond is one of a series of bonds (the “*Bonds*”) in the aggregate principal amount of \$\_\_\_\_\_,000 issued by the City for the purpose of refunding certain outstanding bonds of the City, and of paying expenses incidental thereto, all as described and defined in the ordinance authorizing the Bonds (the “*Ordinance*”), pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as supplemented and amended, and as further supplemented and, where necessary, superseded, by the powers of the City as a home rule unit under the provisions of Section 6 of Article VII of the Illinois Constitution of 1970 and the City’s enabling ordinances adopted pursuant to such home rule powers (such code, powers and enabling ordinance, collectively, being the “*Act*”), and with the Ordinance, which has been duly passed by the Council of the City, approved by the Mayor, and published, in all respects as by law required.

Subject to the provisions relating to this Bond remaining in book-entry only form, this Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in the Ordinance. Upon surrender for transfer or exchange of this Bond at the principal corporate trust office of the Bond Registrar in the City of Chicago, Illinois, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the Registered Owner or an attorney for such owner duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees or, in the case of an exchange, the Registered Owner, a new fully registered Bond or Bonds of like tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the Record Date for an interest payment to the opening of

business on such interest payment date or during the period of 15 days preceding the giving of notice of redemption of Bonds or to transfer or exchange any Bond all or a portion of which has been called for redemption.

[The Bonds may be subject to mandatory redemption, and the holder of this Bond shall refer to the provisions of the Ordinance for the terms and provision for notice of redemption.]

The City, the Bond Registrar and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the City, the Bond Registrar and the Paying Agent shall not be affected by any notice to the contrary.

#### ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

|  |
|--|
|  |
|--|

Here insert Social Security Number,  
Employer Identification Number or  
other Identifying Number

---

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_

as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature guaranteed: \_\_\_\_\_

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

*Section 12. Tax Levy.* For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, *there is hereby levied upon all of the taxable property within the City, in the years for which any of the Bonds are outstanding (namely, 2020 through 2033), a direct annual tax sufficient for that purpose in a yearly amount not to exceed \$4,976,211 (the “Pledged Taxes”). Such levy shall be fully set forth in the Bond Notification for the Bonds; and if there shall be more than one series of the Bonds, the levy for each such series shall be set forth in the Bond Notification therefor.*

The Pledged Taxes and other moneys (excepting proceeds of the Bonds) on deposit (collectively, the “*Bond Moneys*”) in the Bond Fund shall be applied to pay principal of and interest on the Bonds.

Interest or principal coming due at any time when there are insufficient funds on hand from the Pledged Taxes to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the Pledged Taxes herein levied; and when the Pledged Taxes shall have been collected, reimbursement shall be made to said funds in the amount so advanced. The City covenants and agrees with the purchasers and registered owners of the Bonds that so long as any of the Bonds remain outstanding, the City will take no action or fail to take any action which in any way would adversely affect the ability of the City to levy and collect the foregoing tax levy. The City and its officers will comply with all present and future applicable laws in order to assure that the Pledged Taxes may be levied, extended and collected as provided herein and deposited into the Bond Fund.

Whenever other funds from any lawful source are made available for the purpose of paying any principal of or interest on the Bonds so as to enable the abatement of the Pledged Taxes levied for the payment of same, the Council shall, by proper proceedings, direct the

deposit of such funds into the Bond Fund and further shall direct the abatement of the taxes by the amount so deposited. A certified copy or other notification of any such proceedings abating Pledged Taxes shall be filed with the County Clerk in a timely manner to effect such abatement.

*Section 13. Filing with County Clerk.* Promptly, as soon as this Ordinance becomes effective, a copy hereof, certified by the City Clerk, shall be filed with the County Clerk; and the County Clerk shall in and for each of the years 2020 to 2033, inclusive, ascertain the rate percent required to produce the aggregate tax hereinbefore provided to be levied as set forth in each of said years; and the County Clerk shall (to the extent said tax has not been abated as provided herein) extend the same for collection on the tax books in connection with other taxes levied in said years in and by the City for general corporate purposes of the City; and in said years such annual tax shall be levied and collected by and for and on behalf of the City in like manner as taxes for general corporate purposes for said years are levied and collected, and in addition to and in excess of all other taxes.

*Section 14. Sale of Bonds; Bond Notification; Bond Series.* The Designated Officials are hereby authorized to proceed, without any further authorization or direction whatsoever from the Council, to sell and deliver the Bonds upon the terms as prescribed in this Section, pursuant to one or more Bond Notifications. The Bonds shall be sold and delivered to the Purchaser at the price of not less than 96.00% of the par value of the principal amount thereof (exclusive of original issue discount, if any), plus accrued interest, if any, to the date of delivery. Such sale shall be made upon the advice (in the form of a written certificate or report) of Speer that the terms of the Bonds are fair and reasonable in view of current conditions in the bond markets. As additional limitations on the sale of the Bonds, the Designated Officials shall find and determine that the Bonds have been sold at such price and bear interest at such rates that either the true interest cost (yield) or the net interest rate received upon the sale of the Bonds does not exceed



the maximum rate otherwise authorized by applicable law and that the Refunding will provide net present value debt service savings to the City in an amount not less than (i) 3.0% of the par amount of the 2010B Bonds refunded by the Bonds and (ii) 2.0% of the par amount of the 2010C Bonds being refunded by the Bonds. The Designated Officials may choose all or any lesser portion of the Prior Bonds to be refunded, in such manner as will provide such savings. Nothing in this Section shall require the Designated Officials to sell any of the Bonds if in their judgment the conditions in the bond markets shall have deteriorated from the time of adoption of this Ordinance or the sale of all or any portion of the Bonds shall for some other reason not be deemed advisable, but the Designated Officials shall have the authority to sell the Bonds in any event so long as the limitations set forth in this Ordinance and the conditions of this Section shall have been met. As a further exercise of this authority, the Designated Officials may sell the Bonds in more than one series; and, in such event, shall be authorized to change the name of the Bonds for each such series so that such series may properly be identified separately. Further, in such event, the provisions for registration, redemption and exchange of Bonds shall be read as applying to Bonds only of each series, respectively, and not as between series. Upon the sale of the Bonds or any series of the Bonds, the Designated Officials and any other officers of the City as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of the Bonds as may be necessary, including, without limitation, the Bond Notification, Preliminary Official Statement, Official Statement, Bond Purchase Contract (as hereinafter defined), Rate Lock Agreement (as hereinafter defined) and closing documents. The Designated Officials must find and determine in the Bond Notification that no person holding any office of the City either by election or appointment, is in any manner financially interested either directly, in his or her own name, or indirectly in the name of any other person, association, trust or corporation in said Bond Purchase Contract with the Purchaser

for the purchase of the Bonds. The distribution of the Preliminary Official Statement relating to the Bonds is hereby in all respects authorized and approved, and the proposed use by the Purchaser of an Official Statement (in substantially the form of the Preliminary Official Statement but with appropriate variations to reflect the final terms of the Bonds) is hereby approved. The Designated Officials shall execute a bond purchase contract for the sale of the Bonds to the Purchaser (the “*Bond Purchase Contract*”) in the form approved by the corporation counsel of the City. The Designated Officials may execute a rate lock agreement in connection with the sale of Bonds to the Purchaser (the “*Rate Lock Agreement*”) in the form approved by the corporation counsel of the City. Upon the sale of the Bonds, the Designated Officials shall prepare the Bond Notification, which shall include the pertinent details of sale as provided herein, and such shall be entered into the records of the City and made available to all Council members at the next public meeting thereof. The Designated Officials shall also file with the County Clerk the Bond Notification. The authority granted in this Ordinance to the Designated Officials to sell Bonds as provided herein shall expire on December 31, 2020.

*Section 15. Creation of Funds and Appropriations.*

A. There is hereby created the “*General Obligation Refunding Bonds, Series 2020, Bond Fund*” (the “*Bond Fund*”), which shall be the fund for the payment of principal of and interest on the Bonds. Accrued interest, if any, received upon delivery of the Bonds shall be deposited into the Bond Fund and be applied to pay first interest coming due on the Bonds.

B. The Pledged Taxes shall either be deposited into the Bond Fund and used solely and only for paying the principal of and interest on the Bonds or be used to reimburse a fund or account from which advances to the Bond Fund may have been made to pay principal of or interest on the Bonds prior to receipt of Pledged Taxes. Interest income or investment profit earned in the Bond Fund shall be retained in the Bond Fund for payment of the principal of or

interest on the Bonds on the interest payment date next after such interest or profit is received or, to the extent lawful and as determined by the Council, transferred to such other fund as may be determined. The City hereby pledges, as equal and ratable security for the Bonds, all present and future proceeds of the Pledged Taxes for the sole benefit of the registered owners of the Bonds, subject to the reserved right of the Council to transfer certain interest income or investment profit earned in the Bond Fund to other funds of the City, as described in the preceding sentence.

C. The sum of principal proceeds of the Bonds as is necessary, together with such money in the debt service fund for the Prior Bonds as may be advisable (or required under Section 20 hereof) for the purpose, shall be used to provide for the Refunding and the payment of costs of issuance of the Bonds and that portion thereof not needed to pay such costs of issuance is hereby ordered deposited either (a) with the paying agent or agents for the Prior Bonds (collectively, the "*Prior Paying Agent*"), or (b) in escrow with the Escrow Agent pursuant to the provisions of an Escrow Agreement, substantially in the form attached hereto as *Exhibit A* to this Ordinance, made a part hereof by this reference, and hereby approved; the officers appearing signatory to such Escrow Agreement are hereby authorized and directed to execute same, their execution to constitute conclusive proof of action in accordance with this Ordinance, and approval of all completions or revisions necessary or appropriate to effect the Refunding. The City expressly authorizes the use of the Government Securities as set forth in the Escrow Account as set forth in the Escrow Agreement. At the time of the issuance of the Bonds, the costs of issuance of the Bonds may be paid by the Purchaser on behalf of the City from the proceeds of the Bonds.

*Section 16. General Arbitrage Covenants.* This Section applies to the Tax-Exempt Bonds. The Taxable Bonds are not being issued on a basis which is Tax-Exempt under the Code, and the Purchaser, by its acceptance of the Taxable Bonds acknowledges this fact and the

interest rate on the Taxable Bonds has been established as a taxable interest rate. The City hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City acknowledges that, in the event of an examination by the Internal Revenue Service (the “IRS”) of the exemption from federal income taxation of interest on the Bonds, under present rules, the City may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

The City also agrees and covenants with the purchasers and holders of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Bonds and affects the Tax-Exempt status of the Bonds.

The Council hereby authorizes the officials of the City responsible for issuing the Bonds, the same being the Mayor, the City Clerk and the Treasurer, to make such further covenants and certifications as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest on the Bonds will be exempt from federal income taxation. In connection therewith, the City and the Council further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the

Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the City in such compliance.

*Section 17. Registered Form.* The Bonds shall be issued in fully registered form. The City agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

*Section 18. Rights and Duties of Bond Registrar and Paying Agent.* If requested by the Bond Registrar or the Paying Agent, or both, any officer of the City is authorized to execute standard forms of agreements between the City and the Bond Registrar or Paying Agent with respect to the obligations and duties of the Bond Registrar or Paying Agent hereunder. In addition to the terms of such agreements and subject to modification thereby, the Bond Registrar and Paying Agent by acceptance of duties hereunder agree:

(a) to act as bond registrar, paying agent, authenticating agent, and transfer agent as provided herein;

(b) as to the Bond Registrar, to maintain a list of Bondholders as set forth herein and to furnish such list to the City upon request, but otherwise to keep such list confidential to the extent permitted by law;

(c) as to the Bond Registrar, to give notice of redemption of Bonds as provided herein;

(d) as to the Bond Registrar, to cancel and/or destroy Bonds which have been paid at maturity or submitted for exchange or transfer;

(e) as to the Bond Registrar, to furnish the City at least annually a certificate with respect to Bonds cancelled and/or destroyed; and

(f) to furnish the City at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

The City Clerk is hereby directed to file a certified copy of this Ordinance with the Bond Registrar and the Paying Agent.

*Section 19. Taxes Previously Levied.* The taxes previously levied to pay principal of and interest on the Refunded Bonds, to the extent such principal and interest is provided for from the proceeds of the Bonds or from the Escrow Account under the Escrow Agreement as hereinabove described, shall be abated. The filing of a certificate of abatement with the County Clerk shall constitute authority and direction for the County Clerk to make such abatement.

All proceeds received or to be received from any such taxes, including the proceeds received or to be received from the taxes levied for the year 2019 for such purpose, shall be used to pay the principal of and interest on the Refunded Bonds and to the extent that such proceeds are not needed for such purpose because of the deposit of funds with the Prior Paying Agent or the establishment of the Escrow Account under the Escrow Agreement, the same shall be deposited into the Bond Fund and used to pay principal and interest on the Bonds in accordance with all of the provisions of this Ordinance.

*Section 20. Defeasance.* Any Bond or Bonds which (a) are paid and cancelled, (b) which have matured and for which sufficient sums been deposited with the Paying Agent to pay all principal and interest due thereon, or (c) for which sufficient U.S. funds and direct U.S. Treasury obligations have been deposited with the Paying Agent or similar institution to pay, taking into account investment earnings on such obligations, all principal of and interest on such Bond or Bonds when due at maturity or as called for redemption, pursuant to an irrevocable escrow or trust agreement, shall cease to have any lien on or right to receive or be paid from the Bond Moneys or Pledged Taxes hereunder and shall no longer have the benefits of any covenant

for the registered owners of outstanding Bonds as set forth herein as such relates to lien and security of the outstanding Bonds. All covenants relative to the Tax-Exempt status of the Tax-Exempt Bonds; and payment, registration, transfer, and exchange; are expressly continued for all Bonds whether outstanding Bonds or not.

*Section 21. Continuing Disclosure Undertaking.* The Mayor or the Treasurer is hereby authorized, empowered and directed to execute and deliver the Continuing Disclosure Undertaking (the “*Continuing Disclosure Undertaking*”) in substantially the same form as now before the Council, or with such changes therein as the individual executing the Continuing Disclosure Undertaking on behalf of the City shall approve, the official’s execution thereof to constitute conclusive evidence of the approval of such changes. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the City as herein provided, the Continuing Disclosure Undertaking will be binding on the City and the officers, employees and agents of the City, and the officers, employees and agents of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the City to comply with its obligations under the Continuing Disclosure Undertaking.

*Section 22. Call of Refunded Bonds.* In accordance with the redemption provisions of the bond ordinance authorizing the Prior Bonds, the City by the Council does hereby make provision for the payment of and does hereby call (subject only to the delivery of the Bonds) the Refunded Bonds for redemption and payment prior to maturity on the earliest practical call date or dates therefor, the same being the date or dates set forth in the Escrow Agreement.

*Section 23. Purchase of the Government Securities.* The Escrow Agent and the Purchaser be and the same are each hereby authorized to act as agent for the City in the purchase of the Government Securities described and set forth in the Escrow Agreement.

*Section 24. Municipal Bond Insurance.* In the event the payment of principal and interest on the Bonds is insured pursuant to a municipal bond insurance policy (the “*Municipal Bond Insurance Policy*”) issued by a bond insurer (the “*Bond Insurer*”), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the City and the Bond Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of the Bonds, subrogation of the rights of the Bondholders to the Bond Insurer when holding Bonds, amendment hereof, or other terms, as approved by the Council on advice of counsel, their approval to constitute full and complete acceptance by the City of such terms and provisions under authority of this Section.

*Section 25. Record-Keeping Policy and Post-Issuance Compliance Matters.* On November 15, 2010, the Council adopted a record-keeping policy (the “*Policy*”) in order to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the debt obligations of the City, the interest on which is excludable from “gross income” for federal income tax purposes or which enable the City or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds. The Council amended the Policy on August 5, 2013. The Council and the City hereby reaffirm the Policy.

*Section 26. Severability.* If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

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*Section 27. Superseder and Effective Date.* All ordinances, resolutions and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage, approval and publication.

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

\_\_\_\_\_

ABSENT: \_\_\_\_\_

ADOPTED: May 18, 2020

APPROVED: May 18, 2020

\_\_\_\_\_  
Mayor, City of Decatur  
Macon County, Illinois

Recorded in City Records: May 18, 2020.

ATTEST:

\_\_\_\_\_  
City Clerk, City of Decatur  
Macon County, Illinois

## EXHIBIT A

### FORM OF ESCROW LETTER AGREEMENT

\_\_\_\_\_, 2020

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Re: City of Decatur, Macon County, Illinois  
\$ \_\_\_\_\_ General Obligation Refunding Bonds, Series 2020

Ladies and Gentlemen:

The City of Decatur, Macon County, Illinois (the “City”), by an ordinance adopted by the City Council of the City on the 18th day of May, 2020 (as supplemented by a notification of sale of bonds dated \_\_\_\_\_, 2020, the “Bond Ordinance”), has authorized the issue and delivery of \$ \_\_\_\_\_ General Obligation Refunding Bonds, Series 2020, dated \_\_\_\_\_, 2020 (the “Bonds”). The City has authorized by the Bond Ordinance that proceeds of the Bonds be used to pay and redeem on December 15, 2020, \$ \_\_\_\_\_ of the City’s outstanding and unpaid [ \_\_\_\_\_ Bonds, Series 20\_\_\_\_][Promissory Note, Series 2013] (the “Prior Bonds”), maturing on December 15 of the years 20\_\_ to 20\_\_, inclusive (the “Refunded Bonds”).

The City hereby deposits with you \$ \_\_\_\_\_ from the proceeds of the Bonds and \$ \_\_\_\_\_ from funds of the City on hand and lawfully available (collectively, the “Deposit”) and you are hereby instructed as follows with respect thereto:

1. [Upon deposit, you are directed to hold the Deposit in an irrevocable trust fund account (the “Trust Account”) for the City to the benefit of the holders of the Refunded Bonds.] [Upon deposit, you are directed to purchase U.S. Treasury Securities [State and Local Government Series Certificates of Indebtedness] in the amount of \$ \_\_\_\_\_ and maturing as described on *Exhibit A* hereto (the “Government Securities”). You are further instructed to fund a beginning cash escrow deposit on demand in the amount of \$ \_\_\_\_\_. The beginning deposit and the Government Securities are to be held in an irrevocable trust fund account (the “Trust Account”) for the City to the benefit of the holders of the Refunded Bonds.]

2. [You shall hold the Deposit in the Trust Account in cash for the sole and exclusive benefit of the holders of the Refunded Bonds until redemption of the Refunded Bonds on \_\_\_\_\_, 2020 is made.] [You shall hold the Government Securities and any interest income or profit derived therefrom and any uninvested cash in the Trust Account

for the sole and exclusive benefit of the holders of the Refunded Bonds until redemption of the Refunded Bonds on \_\_\_\_\_, 2020 is made].

3. You shall promptly collect the principal, interest or profit from the proceeds deposited in the Trust Account and promptly apply the same as necessary to the payment of the Refunded Bonds as herein provided.

4. The City has called the Refunded Bonds for redemption and payment prior to maturity on \_\_\_\_\_, 2020. You are hereby directed to provide for and give or cause the Prior Paying Agent (as hereinafter defined) to give timely notice of the call for redemption of the Refunded Bonds. The form and time of the giving of such notice regarding the Refunded Bonds shall be as specified in the ordinance authorizing the issuance of the Refunded Bonds. The City agrees to reimburse you for any actual out-of-pocket expenses incurred in the giving of such notice, but the failure of the City to make such payment shall not in any respect whatsoever relieve you from carrying out any of the duties, terms or provisions of this Agreement.

5. You shall remit the sum of \$\_\_\_\_\_ to [The Bank of New York Mellon Trust Company, National Association, Chicago, Illinois][Regions Capital Advantage, Inc., Birmingham, Alabama], paying agent for the Refunded Bonds, on December 15, 2020, such sum being sufficient to pay the principal of and interest on the Refunded Bonds on such date, and such remittance shall fully release and discharge you from any further duty or obligation thereto under this Agreement.

6. You shall make no payment of fees, due or to become due, of the bond registrar and paying agent on the Bonds or the Refunded Bonds. The City shall pay the same as they become due.

7. If at any time it shall appear to you that the funds on deposit in the Trust Account will not be sufficient to pay the principal of and interest on the Refunded Bonds, you shall notify the City not less than five (5) days prior to such payment date and the City shall make up the anticipated deficit from any funds legally available for such purpose so that no default in the making of any such payment will occur.

8. Upon final disbursement of funds sufficient to pay the Refunded Bonds as hereinabove provided for, you shall transfer any balance remaining in the Trust Account to the City and thereupon this Agreement shall terminate.

Very truly yours,

CITY OF DECATUR,  
MACON COUNTY, ILLINOIS

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
City Clerk

[SEAL]

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF ILLINOIS     )  
                                      ) SS  
COUNTY OF MACON    )

### **CERTIFICATION OF MINUTES AND ORDINANCE**

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Decatur, Macon County, Illinois (the “*City*”), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the City and of the Council (the “*Council*”) thereof.

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Council held on the 18th day of May, 2020, insofar as the same relates to the adoption of an ordinance, numbered \_\_\_\_\_ entitled:

AN ORDINANCE providing for the issuance of not to exceed \$34,405,000 General Obligation Refunding Bonds of the City of Decatur, Macon County, Illinois, authorizing the sale of said bonds to to the purchaser thereof, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, and further providing for the execution of an escrow agreement in connection with such issuance.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Council on the adoption of said ordinance were taken openly; that the vote on the adoption of said ordinance was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all newspapers, radio or television stations and other news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Council at least 72 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 72-hour period preceding said meeting, that said agenda contained a separate specific item concerning the proposed adoption of said ordinance, a true, correct and complete copy of said agenda as so posted being attached to this Certificate as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended and as supplemented by Executive Orders 2020-07, 2020-18 and 2020-33 (issued on March 16, 2020, April 1, 2020, and April 30, 2020, respectively), and the Illinois Municipal Code, as amended, and that the Council has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Council in the adoption of said ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of the City this  
18th day of May, 2020.

---

City Clerk

[SEAL]

[Attach Exhibit A]

STATE OF ILLINOIS     )  
                                      ) SS  
COUNTY OF MACON    )

**CERTIFICATE OF FILING**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Macon, Illinois, and as such officer I do hereby certify that on the \_\_\_\_ day of \_\_\_\_\_, 2020, there was filed in my office a properly certified copy of Ordinance Number \_\_\_\_\_ passed by the Council of the City of Decatur, Macon County, Illinois, on the 18th day of May, 2020 and entitled:

AN ORDINANCE providing for the issuance of not to exceed \$34,405,000 General Obligation Refunding Bonds of the City of Decatur, Macon County, Illinois, authorizing the sale of said bonds to to the purchaser thereof, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, and further providing for the execution of an escrow agreement in connection with such issuance.

and that the same has been deposited in, and all as appears from, the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of The County of Macon, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2020.

---

County Clerk of The County of  
Macon, Illinois

[SEAL]

## Financial Management

**DATE:** 5/13/2020

**MEMO:** Letter to the Decatur City Council Financial Management Department

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

**FROM:** Scot Wrighton, City Manager  
Gregg D. Zientara, City Treasurer & Director of Finance

### **ATTACHMENTS:**

| Description       | Type       |
|-------------------|------------|
| Council Letter    | Cover Memo |
| Resolution        | Cover Memo |
| Service Agreement | Cover Memo |



**LETTER to the DECATUR CITY COUNCIL**  
**Financial Management Department**

**DATE:** May 13, 2020

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

**FROM:** Scot Wrighton, City Manager  
Gregg D. Zientara, City Treasurer & Director of Finance

**SUBJECT:** Resolution Authorizing City Manager to Execute Contract Extension with First Mid Insurance Group dba JL Hubbard Insurance Agency for Employee Benefit Insurance Broker and Advisory Services

**SUMMARY RECOMMENDATION:**

It is recommended that the City Council approve the attached resolution authorizing the City Manager to execute a three year contract extension with First Mid Insurance Group dba JL Hubbard Insurance Agency, whereas, First Mid / JL Hubbard will continue to provide the city with broker and advisory services on employee benefit matters, including healthcare, dental, vision, life insurance, disability insurance, and others.

**BACKGROUND:**

In early 2015, in preparation of the healthcare benefit broker and advisory contract termination between the City and AJ Gallagher / Behnke & Company) on December 31, 2015, the city engaged in a request for proposal process. A committee was formed to review, evaluate and to make a recommendation to the city council of the broker / advisor to be selected. The committee was comprised of Councilman Larry Foster, Assistant City Manager Jerry Bauer, Risk Manager Scott Clark and City Treasurer and Director of Finance Gregg Zientara.

JL Hubbard Insurance and Bonds was unanimously recommended by the committee, which was received and approved by the City Council, with JL Hubbard Insurance and Bonds commencing services as the broker and advisor to the city in employee benefit insurance matters effective June 1, 2015.

The contract provided for a two-year term covering the period June 1, 2015 to May 31, 2017, with the provision for period extension exercised at the option of the city. The original agreement was extended to May 31, 2020, by action of the City Council in Council Resolution R2017-74 dated June 5, 2017.

The city now desires to affect a contract extension of three (3) years for the period June 1, 2020 to May 31, 2023.

**Additional Commentary**

The relationship between First Mid / JL Hubbard and the City of Decatur has been successful and has, from a city point of view, surpassed expectations.

The city engaged JL Hubbard at a time when the city was seeking advisory services that could assist and guide the city through a re-engineering process that included the development of a plan to review, rationalize, consolidate and leverage employee benefit coverage offerings to seek insurance coverage that provided the maximum of benefits to city employees, at a minimum cost to the city. In addition, the city desired the development and implementation of a “Wellness” program, intended to provide city employees with increased healthcare opportunities in an environment that encouraged participation, leading to improved employee health awareness and eventual outcomes.

Key results achieved by the city since the engagement with First Mid / JL Hubbard, include, but are not limited to:

- Consolidation of broker / advisor services into one provider allowing the leveraging of offerings to secure maximum coverage at leveraged price points
- Implementation of new dental / vision offerings to employees, with same coverage, at less cost
- Guided the city in the creation of the “wellness program”
- Guided the city in the creation of the City’s “annual health fairs” for city employees, retirees, library employees
- Automation of the city’s annual benefit enrollment process to move from a “manual paper process” to a “internet based electronic process”, improving the efficiency of the process
- Continued guidance as we move forward in the re-engineering of new and improved employee benefit programs and offerings to city employees, retirees and connected parties.
- Guidance to the city in the healthcare clinic concept, evaluation and selection process.

**POTENTIAL OBJECTION:**

There are no known objections to this resolution.

**INPUT FROM OTHER SOURCES:**

No input from other sources.

**STAFF REFERENCES:**

Scot Wrighton, City Manager  
Gregg D. Zientara, City Treasurer & Director of Finance

**BUDGET/TIME IMPLICATIONS:**

The annual broker and advisory fee is as follows:

| Period                       | Annual fee |                                 |
|------------------------------|------------|---------------------------------|
| June 1, 2020 to May 31, 2021 | \$ 43,708  | 0.0% increase from prior period |
| June 1, 2021 to May 31, 2022 | \$ 44,800  | 2.5% increase from prior period |
| June 1, 2022 to May 31, 2023 | \$ 45,920  | 2.5% increase from prior period |

**RESOLUTION NO. R2020 –**

**RESOLUTION AUTHORIZING CITY MANAGER TO EXECUTE CONTRACT  
EXTENSION WITH FIRST MID INSURANCE GROUP  
DBA JL HUBBARD INSURANCE AGENCY  
FOR EMPLOYEE BENEFIT INSURANCE BROKER AND ADVISORY SERVICES**

---

**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 Illinois, and First Mid Insurance Group, dba, JL Hubbard Insurance Agency, be, and the same is hereby, received, placed on file, and approved.

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

PRESENTED and ADOPTED this 18<sup>th</sup> day of May, 2020.

---

Julie Moore Wolfe, Mayor

ATTEST:

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Kimberly Althoff, City Clerk

May 7, 2020

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

Dear Mr. Zientara,

Pursuant to our discussion, please consider this document as an extension of our original *Letter of Understanding* dated April 13, 2015 for the services provided to the City of Decatur by First Mid Insurance Group, Inc dba JL Hubbard and Bonds Insurance Agency. Our services will include but not be limited to the following as per the Request for Proposal "Scope of Services":

- ❖ Initial meeting to discuss the goals of the City of Decatur and philosophy surrounding your employee benefits
- ❖ Review of current benefit structure
- ❖ Collection and review of paid claim data
- ❖ Compile and present a full claims analysis to the City of Decatur. This includes, but is not limited to the following information:
  - Cost per employee with comparisons to national data;
  - Health care utilization information (paid claim dollars by inpatient services, outpatient services, prescription drugs, physician office visits, routine services, chiropractic services, therapies, etc);
  - Claims by diagnosis (categories derived by ICD-9 codes to target illnesses within your member population);
  - Eligibility demographics; and
  - Prescription drug analysis.
- ❖ Analyze current plan of benefits for recommendation of changes relative to cost containment, industry norms, wellness initiatives and areas of importance to the City of Decatur
- ❖ Ongoing administrative functions;
  - Quarterly reporting with claims analysis to identify key issues and trends
  - Employee claims issue resolution as needed
  - Employee education meetings as needed
- ❖ **Annual and Periodic Reporting**
  - Provide year-end review on the performance of the group self-insurance plan including summary of plan costs, costs per plan, benefits paid per type of service, etc and include discussion of trends of the plans

- Provide as agreed upon periodic financial review of the group self-insurance including actual vs. budget, aggregate and stop loss review, utilization review, contributions by employer, employee and retiree, and projected costs

#### ❖ **Communications and Assistance**

- Attend regular and special meetings (some with as little as 2 days notice) as requested including City Council Meetings, contract negotiations, and with City staff
- Provide customer service to staff, employees and retirees to resolve provider issues including billing, claims and vendor service
- Recommend and assist City staff in developing improved communications with employees and retirees
- Assist or conduct employee educational meetings on benefit coverage and trends including providing benefit information to employees and retirees
- Assist with regular, open and new employee enrollment process including attending employee meetings, developing enrollment materials and verifying enrollment accuracy

#### ❖ **Compliance & Resources**

- Evaluate and review plan designs to assist and ensure plans are in compliance to state and federal regulations
- Review and evaluate benefit plan documents, summary plan descriptions, contracts, required communications to employees and regulatory agencies as requested
- Provide samples of suggested language for required communications to employees and regulatory agencies
- Conduct periodic meetings and provide materials discussing practical implementation of the Patient Protection Affordable Care Act and related State of Illinois requirements
- Assist, review and evaluate compliance procedures for other programs such as COBRA and HIPAA

#### ❖ **Marketing and Selection**

- Develop strategy to identify goals for the solicitation and selection of TPA, stop-loss insurance and related products and services
- Solicit qualified TPA's and represent the City in negotiations on issues related to costs, service, and contract terms and conditions
- Analyze and compare proposals for cost competitiveness, compliance to City needs, and value
- Evaluate proposals for service responsiveness, capabilities and performance record
- Develop recommendations to City that includes complete analysis for each proposal and identification of variations or differences in the proposals
- Recommendation will include complete discussion of why the recommended TPA and stop-loss insurance is the best value for the City
- After City approval of TPA and related products, complete everything necessary to ensure smooth transition to new benefit period

#### ❖ **Planning and Strategies**

- Provide ongoing analysis of plan designs, cost containment strategies and cost sharing alternatives
- Review plan costs trends and develop strategies to minimize impact of future requirements of regulations
- Review and provide impact of current wellness programs
- Outline and describe additional wellness initiatives and assist with the development and implementation of the wellness programs

The intent of this Letter of Understanding is that of a working document for the Scope of Services requested. It will vary periodically as mutually agreed based on the needs of the City of Decatur benefit plans at the time.

The effective date of this extension will be an annual option of the City of Decatur beginning June 1, 2020 and ending June 1, 2023 as provided in our response to the original Request for Proposal issued by the City of Decatur and accepted by the City April 22, 2015. First Mid Insurance Group, Inc. dba JL Hubbard Insurance and Bonds Agency will continue services for the current annual agreed fee of \$43,708 effective June 1<sup>st</sup>, 2020 with an annual increase of 2.5% beginning June 1<sup>st</sup>, 2021 and June 1<sup>st</sup>, 2022 if option years are elected. This is payable in quarterly installments of \$10,927.00 at the beginning of each quarter for the option year June 1, 2020 through May 30, 2021. It is further noted that this compensation is the only compensation we will receive related to your medical insurance account. We will not accept any additional compensation from any insurance source.

Our consulting fee for this project includes not only my time, but the time and experience of our entire staff. Laura Sotelo and Stephanie Jackson will be the dedicated Account Executives that will coordinate all aspects of this project.

I am confident you will find our services of value and look forward to a long-term partnership with you and the City of Decatur. Please execute this Letter of Understanding with your signature below.

Sincerely,



Rick Semonis, CLU

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Scot Wrighton, City Manager

Date:

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## Police Department

**DATE:** 5/4/2020

**MEMO:** 20-05

**TO:** The Honorable, Mayor Julie Moore Wolfe  
Council Members

**FROM:** Scot Wrighton, 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, a Central Square Company, 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 \$96,447.66 be paid. The agreement would be paid out according to the Intergovernmental Agreement currently in place, as follows: \$93,515.65 from Decatur Police Department line item and \$2,932.01 from Decatur Fire Department line item. The Decatur Police Department will receive contractual reimbursement from Macon County in the amount of \$15,084.41 and from the Village of Mt. Zion in the amount of \$2,150.78, for their respective contractual percentage shares. Total reimbursement to the Decatur Police Department will be \$17,235.19.

**BACKGROUND:**

The City of Decatur signed an annual maintenance agreement with SunGard Public Sector Inc. in October 2011. The agreement is renewed annually. The last renewal period was approved on June 17, 2019 for the commencement date of June 1, 2019 and expiring on May 31, 2020. SunGard Public Sector Inc. was acquired by, and is currently operated by, Superion LLC, a Central Square Company. 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, 2020 through May 31, 2021.

As with all software contracts, staff is negotiating to bring the contract price down; but this is essential software used by multiple agencies, so it is requested that the expenditure be authorized even though we are still trying to get the final amount reduced.



**PRIOR COUNCIL ACTION:**

Prior Council action has approved similar requests for prior years. Renewal in 2019 was approved under Council Resolution R2019-87.

**POTENTIAL OBJECTIONS:** No objections are anticipated.

**STAFF REFERENCE:** James E. Getz Jr., Chief of Police, 474-2745, jgetzjr@decaturil.gov and Bradley D. Allen, Police Lieutenant, 424-2740, ballen@decaturil.gov

**BUDGET/TIME IMPLICATIONS:**

The costs for this renewal have been budgeted in the 2020 fiscal year.

**ATTACHMENTS:**

| Description                                       | Type              |
|---------------------------------------------------|-------------------|
| Council Memo                                      | Cover Memo        |
| Council Resolution                                | Resolution Letter |
| Staff Report                                      | Backup Material   |
| 2020 Invoice                                      | Backup Material   |
| 2020 User Agreement Fees                          | Backup Material   |
| Exhibit A - License and Services Agreement        | Backup Material   |
| Exhibit B - Maintenance Agreement                 | Backup Material   |
| Exhibit C - Intergovernmental Agreement           | Backup Material   |
| Exhibit D - CIRDC/Superion/COD Contract Amendment | Backup Material   |
| Exhibit E - CIRDC/Superion/COD Access Agreement   | Backup Material   |

**DATE:** 05/04/2020

**MEMO:** 20-05

**TO:** The Honorable, Mayor Julie Moore Wolfe  
Council Members

**FROM:** Scot Wrighton, 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, a Central Square Company, 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 \$96,447.66 be paid. The agreement would be paid out according to the Intergovernmental Agreement currently in place, as follows: \$93,515.65 from Decatur Police Department line item and \$2,932.01 from Decatur Fire Department line item. The Decatur Police Department will receive contractual reimbursement from Macon County in the amount of \$15,084.41 and from the Village of Mt. Zion in the amount of \$2,150.78, for their respective contractual percentage shares. Total reimbursement to the Decatur Police Department will be \$17,235.19.

**BACKGROUND:** The City of Decatur signed an annual maintenance agreement with SunGard Public Sector Inc. in October 2011. The agreement is renewed annually. The last renewal period was approved on June 17, 2019 for the commencement date of June 1, 2019 and expiring on May 31, 2020. SunGard Public Sector Inc. was acquired by, and is currently operated by, Superion LLC, a Central Square Company. 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, 2020 through May 31, 2021.

**PRIOR COUNCIL ACTION:** Prior Council action has approved similar requests for prior years. Renewal in 2019 was approved under Council Resolution R2019-87.

**POTENTIAL OBJECTIONS:** No objections are anticipated.

**STAFF REFERENCE:** James E. Getz Jr., Chief of Police, 474-2745, [jgetzjr@decaturil.gov](mailto:jgetzjr@decaturil.gov) and Bradley D. Allen, Police Lieutenant, 424-2740, [ballen@decaturil.gov](mailto:ballen@decaturil.gov)

**BUDGET/TIME IMPLICATIONS:** The costs for this renewal have been budgeted in the 2020 fiscal year.

**ATTACHMENTS:** Superion/SunGard Public Sector Inc. Software Maintenance Agreement, Software License and Services Agreement, Inter-Governmental Agreement, 2020 Superion OSSI Invoice, 2020 Agreement Fees

**RESOLUTION NO. R2020-\_\_\_\_\_**

**RESOLUTION AUTHORIZING ANNUAL SERVICE AGREEMENT WITH  
SUPERION, LLC, A CENTRAL SQUARE COMPANY**

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, a Central Square Company, 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 Purchase Order on behalf of the City of Decatur to Superion, LLC, a Central Square Company, in an amount not to exceed \$96,447.66 for the period of June 1, 2020 and expiring May 31, 2021.

PRESENTED, PASSED, APPROVED, AND RECORDED this 18th day of May 2020.

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JULIE MOORE WOLFE, MAYOR

ATTEST:

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KIM ALTHOFF, CITY CLERK

## STAFF REPORT

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To: Mayor Julie Moore Wolfe  
City Council Members  
City Manager Scot Wrighton  
From: Lt. Brad Allen  
Subject: Council Resolution for Annual Maintenance Support to Superion, LLC

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## BRIEFING ITEM

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### **RECOMMENDED ACTION:**

Approve by resolution the payment of annual maintenance costs to Superion, LLC a Central Square Company.

### **BACKGROUND:**

In 2011 the City of Decatur, the County of Macon and the Village of Mt. Zion mutually agreed to purchase a computer software license and services agreement from SunGard Public Sector, Inc. for a Computer Aided Dispatch System, Mobile Computer Terminals, Automatic Vehicle Location, Records Management System and Web Based Applications. The agreement was for the City of Decatur to purchase the license and services and receive reimbursement from the other entities for their pro rata share (see attached Exhibit C).

The City of Decatur, the County of Macon and the Village of Mt. Zion also mutually agreed that the City of Decatur would be responsible for the annual maintenance costs for the systems. The County of Macon and the Village of Mt. Zion mutually agreed to reimburse the City of Decatur for their pro rata share of the annual maintenance. The percent share decided upon by the parties representing each entity at the time for annual maintenance costs has not changed over the years (see attached Exhibit C).

The original Software License and Services Agreement signed by the City of Decatur can be found as attached Exhibit A.

The original Maintenance Agreement signed by the City of Decatur can be found as Exhibit B.

The annual maintenance costs have been budgeted for and approved by resolution of the Council for payment each year.

SunGard Public Sector has been acquired by Central Square Technologies and is now known as Superion, LLC, a Central Square Company.

In 2017, the Central Illinois Regional Dispatch Center (CIRDC) was formed to take over dispatching services from the City of Decatur effective January 1, 2018. As a result, the City of Decatur and the CIRDC signed a contract amendment and access agreement with Superion to separate the existing licensing agreement. Each entity also agreed to take over maintenance

costs for interface modules applicable to each entity. These agreements can be found as attached Exhibits D and E.

The 2020 annual maintenance is due, and the pending resolution has been placed on the May 18, 2020 Council agenda.

**ATTACHMENTS:**

Exhibit A - SunGard OSSI Software License and Services Agreement

Exhibit B - SunGard OSSI Maintenance Agreement

Exhibit C - SunGard OSSI Inter-Governmental Agreement

Exhibit D - Superion-CIRDC-City of Decatur OSSI Contract Amendment

Exhibit E – Superion-CIRDC-City of Decatur Access Agreement

**Invoice No**  
276890

**Date**  
5/2/2020

**Page**  
1 of 4

Superior, LLC, a CentralSquare Company  
1000 Business Center Drive  
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.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 | 6/1/2020 |

| Description                                                                                                                                                                                           | Units | Rate       | Extended    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|------------|-------------|
| Contract No. 160033                                                                                                                                                                                   |       |            |             |
| 1 ONESolution Gang - Annual Maintenance Fee<br>Gang Tracking Module<br>Maintenance: Start:6/1/2020, End: 5/31/2021                                                                                    | 1     | \$0.00     | \$0.00      |
| 2 ONESolution Link Analysis - Annual Maintenance Fee<br>OSSI - Link Analysis Module<br>Maintenance: Start:6/1/2020, End: 5/31/2021                                                                    | 1     | \$1,055.75 | \$1,055.75  |
| 3 ONESolution Crime Analysis Plus - Annual Maintenance Fee<br>Crime Analysis PlusNet Module<br>Maintenance: Start:6/1/2020, End: 5/31/2021                                                            | 1     | \$1,055.75 | \$1,055.75  |
| Contract No. 111267                                                                                                                                                                                   |       |            |             |
| 4 ONESolution CAD Resource Monitor Display License With Maps<br>- Annual Maintenance Fee<br>OSSI CAD Resource Monitor Display License with Maps Client<br>Maintenance: Start:6/1/2020, End: 5/31/2021 | 2     | \$358.83   | \$717.66    |
| 5 ONESolution Mobile Server Software - Annual Maintenance Fee<br>OSSI Base Mobile Server Software Client - Up to 75<br>Workstations<br>Maintenance: Start:6/1/2020, End: 5/31/2021                    | 1     | \$6,578.42 | \$6,578.42  |
| 6 ONESolution MCT Client-Digital Dispatch - Annual Maintenance<br>Fee<br>OSSI MCT Client for Digital Dispatch<br>Maintenance: Start:6/1/2020, End: 5/31/2021                                          | 65    | \$211.58   | \$13,752.70 |
| 7 ONESolution Mobile Field Reporting Server - Annual<br>Maintenance Fee<br>OSSI Review Module for Field Reporting Up to 75 Workstations<br>Maintenance: Start:6/1/2020, End: 5/31/2021                | 1     | \$4,784.30 | \$4,784.30  |
| 8 ONESolution MFR Client - Annual Maintenance Fee<br>ONESolution MFR Client<br>Maintenance: Start:6/1/2020, End: 5/31/2021                                                                            | 55    | \$211.58   | \$11,636.90 |
| 9 ONESolution MCT Client-MAPS - Annual Maintenance Fee<br>OSSI Mobile Client Maps<br>Maintenance: Start:6/1/2020, End: 5/31/2021                                                                      | 65    | \$42.54    | \$2,765.10  |



# Invoice

|                             |                         |                       |
|-----------------------------|-------------------------|-----------------------|
| <b>Invoice No</b><br>276890 | <b>Date</b><br>5/2/2020 | <b>Page</b><br>2 of 4 |
|-----------------------------|-------------------------|-----------------------|

Superior, LLC, a CentralSquare Company  
1000 Business Center Drive  
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

**Bill To**  
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Attn Accounts Payable  
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DECATUR IL 62521-4021  
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DECATUR IL 62521-4021  
United States

| Customer No | Customer Name             | Customer PO # | Currency | Terms  | Due Date |
|-------------|---------------------------|---------------|----------|--------|----------|
| 4154        | Decatur Police Department |               | USD      | Net 30 | 6/1/2020 |

|    | Description                                                                                                                                                                                | Units | Rate       | Extended   |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|------------|------------|
| 10 | ONESolution MFR Client-Accident Reporting - Annual Maintenance Fee<br>OSSI - MFR Client - Accident Reporting<br>Maintenance: Start:6/1/2020, End: 5/31/2021                                | 55    | \$106.32   | \$5,847.60 |
| 11 | ONESolution MCT to ACS FIREHOUSE Interface - Annual Maintenance Fee<br>OSSI - MCT Interface to Firehouse<br>Maintenance: Start:6/1/2020, End: 5/31/2021                                    | 1     | \$1,794.12 | \$1,794.12 |
| 12 | ONESolution MFR Client-MOBLAN Version - Annual Maintenance Fee<br>OSSI - MFR Client - MOBLAN Version<br>Maintenance: Start:6/1/2020, End: 5/31/2021                                        | 25    | \$106.32   | \$2,658.00 |
| 13 | ONESolution MCT Client AVL License - Annual Maintenance Fee<br>OSSI Client AVL Mobile License<br>Maintenance: Start:6/1/2020, End: 5/31/2021                                               | 60    | \$31.90    | \$1,914.00 |
| 14 | ONESolution MCT Client AVL License - Annual Maintenance Fee<br>OSSI AVL Server Host License<br>Maintenance: Start:6/1/2020, End: 5/31/2021                                                 | 1     | \$8,372.55 | \$8,372.55 |
| 15 | ONESolution RMS Map Display & Pin Mapping License - Annual Maintenance Fee<br>OSSI RMS Map Display and Pin Mapping License - 75 Workstation<br>Maintenance: Start:6/1/2020, End: 5/31/2021 | 1     | \$3,189.53 | \$3,189.53 |
| 16 | ONESolution Crime Analysis - Annual Maintenance Fee<br>OSSI Crime Analysis Module - Client License<br>Maintenance: Start:6/1/2020, End: 5/31/2021                                          | 1     | \$2,657.96 | \$2,657.96 |
| 17 | ONESolution Accident - Annual Maintenance Fee<br>OSSI Basic Accident Module - 5 Workstation<br>Maintenance: Start:6/1/2020, End: 5/31/2021                                                 | 1     | \$531.60   | \$531.60   |





# Invoice

**Invoice No**  
276890

**Date**  
5/2/2020

**Page**  
3 of 4

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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 | 6/1/2020 |

|    | Description                                                                                                                                                               | Units | Rate       | Extended   |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|------------|------------|
| 18 | ONESolution CAD to ACS FIREHOUSE RMS Interface - Annual Maintenance Fee<br>OSSI Firehouse RMS Interface<br>Maintenance: Start:6/1/2020, End: 5/31/2021                    | 1     | \$1,315.68 | \$1,315.68 |
| 19 | ONESolution Property & Evidence - Annual Maintenance Fee<br>OSSI Property and Evidence Module - 5 Workstation<br>Maintenance: Start:6/1/2020, End: 5/31/2021              | 1     | \$1,169.51 | \$1,169.51 |
| 20 | ONESolution Barcoding Server License - Annual Maintenance Fee<br>OSSI Bar Coding Server License - 5 Workstation<br>Maintenance: Start:6/1/2020, End: 5/31/2021            | 1     | \$531.60   | \$531.60   |
| 21 | ONESolution Barcoding Hand-Held Client License - Annual Maintenance Fee<br>OSSI Bar Coding Hand-Held Client License (Each)<br>Maintenance: Start:6/1/2020, End: 5/31/2021 | 5     | \$339.14   | \$1,695.70 |
| 22 | ONESolution Notification - Annual Maintenance Fee<br>OSSI Notification Module - 75 Workstation<br>Maintenance: Start:6/1/2020, End: 5/31/2021                             | 60    | \$67.32    | \$4,039.20 |
| 23 | ONESolution Accident Wizard - Annual Maintenance Fee<br>OSSI Accident Wizard Workstation License Client<br>Maintenance: Start:6/1/2020, End: 5/31/2021                    | 1     | \$1,913.73 | \$1,913.73 |
| 24 | ONESolution Accident Wizard Base Server License - Annual Maintenance Fee<br>OSSI Accident Wizard Base Server License<br>Maintenance: Start:6/1/2020, End: 5/31/2021       | 1     | \$1,063.18 | \$1,063.18 |
| 25 | ONESolution RMS OpCenter - Annual Maintenance Fee<br>OSSI - OPS RMS<br>Maintenance: Start:6/1/2020, End: 5/31/2021                                                        | 1     | \$5,315.89 | \$5,315.89 |
| 26 | ONESolution CAD OpCenter - Annual Maintenance Fee<br>OSSI - OPS CAD<br>Maintenance: Start:6/1/2020, End: 5/31/2021                                                        | 1     | \$5,315.89 | \$5,315.89 |
| 27 | ONESolution Police-to-Citizen - Annual Maintenance Fee<br>OSSI Police to Citizen<br>Maintenance: Start:6/1/2020, End: 5/31/2021                                           | 1     | \$2,657.96 | \$2,657.96 |





# Invoice

**Invoice No**  
276890

**Date**  
5/2/2020

**Page**  
4 of 4

Superion, LLC, a CentralSquare Company  
1000 Business Center Drive  
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.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 | 6/1/2020 |

|                     | Description                                                                                                                                                            | Units | Rate     | Extended |
|---------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|----------|----------|
| 28                  | ONESolution Police-to-Police - Annual Subscription Fee<br>OSSI Police to Police Annual Subscription Fee<br>Maintenance: Start:6/1/2020, End: 5/31/2021                 | 1     | \$0.00   | \$0.00   |
| Contract No. 130321 |                                                                                                                                                                        |       |          |          |
| 29                  | ONESolution Calls For Service - Annual Maintenance Fee<br>OSSI Calls for Service Module<br>Maintenance: Start:6/1/2020, End: 5/31/2021                                 | 1     | \$161.91 | \$161.91 |
| Contract No. 141348 |                                                                                                                                                                        |       |          |          |
| 30                  | ONESolution RMS-Laserfiche Integration - Annual Maintenance Fee<br>OSSI - RMS Interface to Laserfiche<br>Maintenance: Start:6/1/2020, End: 5/31/2021                   | 1     | \$982.51 | \$982.51 |
| Contract No. 150556 |                                                                                                                                                                        |       |          |          |
| 31                  | ONESolution Document Scanning and Storage - Annual Maintenance Fee<br>OSSI Document Scanning and Storage-5 Workstations<br>Maintenance: Start:6/1/2020, End: 5/31/2021 | 1     | \$972.96 | \$972.96 |

Please include invoice number(s) on your remittance advice,  
made payable to Superion, LLC  
**ACH:**  
Routing Number 121000358  
Account Number 1416612641  
E-mail payment details to: Accounts.Receivable@CentralSquare.com

**Check:**  
12709 Collection Center Drive  
Chicago, IL 60693

|                         |             |
|-------------------------|-------------|
| <b>Subtotal</b>         | \$96,447.66 |
| <b>Tax</b>              | \$0.00      |
| <b>Invoice Total</b>    | \$96,447.66 |
| <b>Payments Applied</b> | \$0.00      |
| <b>Balance Due</b>      | \$96,447.66 |

## **OSSI ANNUAL MAINTENANCE AGREEMENT FEES – 2020**

The total bill for 2020 is \$96,447.66

### **INVOICE LIABILITIES**

Decatur Police pays 79.09% which is \$76,280.46

Decatur Fire pays 3.04% which is \$2,932.01

Mt. Zion PD pays 2.23% which is \$2,150.78

MSO pays 15.64% which is \$15,084.41

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

DATE SIGNED: October 21, 2011

**T**HIS 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<sup>1, 2, 3</sup>:

| Qty | Part #              | Component System                                           | License Fee            |
|-----|---------------------|------------------------------------------------------------|------------------------|
|     |                     | <b>CAD</b>                                                 |                        |
| 1   | CAD-T3              | BASE COMPUTER AIDED DISPATCH SYSTEM TIER-3                 | \$ 69,550.00           |
| 1   | CAD-E911            | E911 INTERFACE MODULE <sup>1</sup>                         | 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 <sup>1</sup>                       | 5,500.00               |
| 2   | CAD-MRM             | CAD RESOURCE MONITOR DISPLAY LICENSE WITH MAPS             | 3,000.00               |
|     |                     | <b>MCT</b>                                                 |                        |
| 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 <sup>1</sup>                    | 7,500.00               |
| 25  | MCT-MFR-MBLN-CLIENT | MFR CLIENT- MOBLAN VERSION                                 | 12,500.00              |
|     |                     | <b>AVL</b>                                                 |                        |
| 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              |
|     |                     | <b>RMS</b>                                                 |                        |
| 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               |
|     |                     | <b>WEB BASED APPLICATIONS</b>                              |                        |
| 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              |
|     |                     | <b>Subtotal</b>                                            | <b>\$ 697,925.00</b>   |
|     | DISCOUNT            | DISCOUNT - 100%                                            | <b>\$ (697,925.00)</b> |
|     |                     | <b>TOTAL LICENSE FEE</b>                                   | <b>0.00</b>            |

### Notes to Software Table:

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

<sup>2</sup> Note: Mobiles applications do not include AVL hardware.

# SERVICES<sup>1, 2, 3</sup>:

| Qty | Part #              | Description                                                                              | Training     | Installation | Project Management | Implementation | Conversion      |
|-----|---------------------|------------------------------------------------------------------------------------------|--------------|--------------|--------------------|----------------|-----------------|
|     |                     | <b>CAD SERVICES</b>                                                                      |              |              |                    |                |                 |
| 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    |              |                    |                |                 |
|     |                     | <b>MCT SERVICES</b>                                                                      |              |              |                    |                |                 |
| 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     |              |                    |                |                 |
|     |                     | <b>RMS SERVICES</b>                                                                      |              |              |                    |                |                 |
| 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 -<br>ACCIDENT SUBMISSION INTERFACE FOR ILLINOIS |              |              |                    | 2,500.00       |                 |
|     |                     | <b>INTERNET IMPLEMENTATION SERVICES</b>                                                  |              |              |                    |                |                 |
| 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       |              |                    |                |                 |
|     |                     | <b>CONVERSIONS</b>                                                                       |              |              |                    |                |                 |
| 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 <sup>3</sup>                                                                      |              |              |                    |                | \$ (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:

<sup>1</sup> 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.

<sup>2</sup> 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.

<sup>3</sup> 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        |
| <b>Total</b> | <b>\$ 135,188.00</b> |

**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

|                                                               |
|---------------------------------------------------------------|
| <b>General Project Conditions - Applies to Entire Project</b> |
|---------------------------------------------------------------|

- 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

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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

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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.

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**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.

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**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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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Part Number: MFR-IMPL

Description: IMPLEMENTATION FOR MOBILE FIELD REPORTING

Long Description: QA services to test OSSI MFR.

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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

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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

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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.

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

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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.

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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.

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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.

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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.

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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.

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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.

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Part Number: RMS-CUST-MOD

Description: RMS CUSTOM MODIFICATIONS - ACCIDENT SUBMISSION INTERFACE FOR ILLINOIS

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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.\*\*\*

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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**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.

# 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: \_\_\_\_\_

PRINT TITLE: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

**SunGard Public Sector Inc.**

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_  
AND TITLE: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

**T**HIS 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 |
|-----|---------------------|-----------------------------------------------------------------------|------------------------|--------------|
|     |                     | <b>CAD</b>                                                            |                        |              |
| 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         |
|     |                     | <b>MCT</b>                                                            |                        |              |
| 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         |
|     |                     | <b>AVL</b>                                                            |                        |              |
| 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         |
|     |                     | <b>RMS</b>                                                            |                        |              |
| 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         |
|     |                     | <b>WEB BASED APPLICATIONS</b>                                         |                        |              |
| 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         |
|     |                     | <b>CUSTOM MODIFICATIONS</b>                                           |                        |              |
| 1   | RMS-CUST-MOD        | RMS CUSTOM MODIFICATIONS - ACCIDENT SUBMISSION INTERFACE FOR ILLINOIS | 800.00                 | 5x11         |
|     |                     | <b>PAYMENT AMOUNT (Initial Contract Year)</b>                         | <b>\$ 117,239.00</b>   |              |

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*                                                                                                                                                                                                                                                                                                                                                                |
|---------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Urgent<br/>1</b>       | A support issue shall be considered <b>Urgent</b> 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. | <p>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.</p> <p>A resolution plan details the steps necessary to understand and possibly resolve the issue.</p> |
| <b>Critical<br/>2</b>     | A support issue shall be considered <b>Critical</b> 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.                                             |                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Non-Critical<br/>3</b> | A support issue shall be considered <b>Non-Critical</b> 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.                                            |                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Minor<br/>4</b>        | A support issue will be considered <b>Minor</b> 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.*

## **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

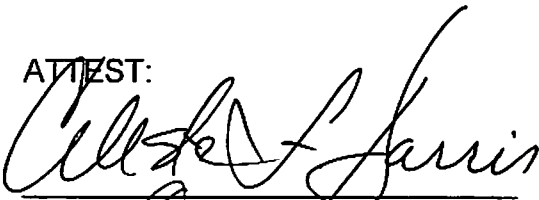
Village of Mt. Zion  
Chief of ~~Chief~~ Police  
Mt. Zion, IL 62549

CITY OF DECATUR, ILLINOIS, a  
municipal corporation.

By

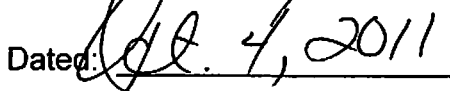
Mayor

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 [Signature]  
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<br>1/1/2018 -<br>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                                     |
|          | <b>Total</b>                                                            |                | <b>\$ 55,003.74</b>                        |

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

# AGENCY ACCESS AGREEMENT

among

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

And

**Central Illinois Regional Dispatch Center (CIRDC)**  
141 S. Main Street  
Decatur, IL 62523

and

**Superion, LLC**  
1000 Business Center Drive  
Lake Mary, FL 32746

City of Decatur, IL ("Licensee") and Superion, LLC formerly SunGard Public Sector Inc. ("Superion") entered into that Contract and Agreement dated October 24, 2011 ("Licensee Agreement"). **Central Illinois Regional Dispatch Center (CIRDC)**, IL ("Accessor") desires to obtain access to and a limited right of use from Licensee for certain software licensed by Licensee under the Licensee Agreement (the "Accessed Software"). In order that Accessor obtain such limited right of access and use, Superion, Licensee and Accessor are entering into this Agreement (the "Access Agreement").

Accordingly, the parties, intending to be legally bound, agree as follows:

1. Limited Right of Access. Superion grants Licensee permission to allow Accessor to have access to Licensee's instance of the Accessed Software, subject to the terms, conditions and restrictions provided for in this Access Agreement. The Accessed Software consists of the following:

## All Component System Software licensed to City of Decatur

2. Right of Termination. Superion has right to terminate this Access Agreement, and accordingly, Accessor's access to the Accessed Software, upon any breach of this Access Agreement. To terminate this Access Agreement, Superion will provide notice of such breach to Licensee and Accessor (as appropriate), and the breaching party will have thirty (30) days from the date of such notice to cure such breach. If such breach is not cured to Superion's reasonable satisfaction by the expiration of such thirty (30) day period, then this Agreement will be deemed terminated at the expiration of such thirty (30) day period, and thereupon, Accessor's right to access the Accessed Software will be deemed terminated, without any further action by any party.

3. Accessor Software Constitutes Confidential Information of Superion. Accessor acknowledges and agrees that Accessed Software constitutes confidential, proprietary information of Superion, and is and will remain the sole property of Superion. Accessor agrees that it shall not at any time sell, assign, transfer or otherwise make available to, or allow use by, a third party any of components of Accessed Software. Accessor shall hold in confidence the Superion proprietary information for its benefit and internal use only by its employees on a strict "need to know" basis.

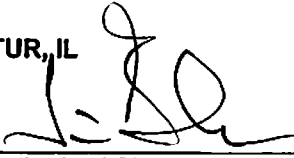
(Continued on following page)

4. Obligations of Superior, Right of Accessor Regarding Accessed Software. Accessor's right to use the Accessed Software is derivative of Licensee's license to use the Accessor Software under the terms and conditions of the Licensee Agreement. Superior is not deemed to have granted Accessor any license to use the Accessor Software by virtue of this Access Agreement. Any such license can only be effected by the execution by Accessor and Superior of a definitive written software license agreement between Superior and Accessor that, by its express terms, purports to provide such a right of license to Accessor. Superior will have no obligations whatsoever to Accessor in connection with the Accessed Software. AS BETWEEN SUPERION AND ACCESSOR, THE ACCESSED SOFTWARE IS MADE AVAILABLE ON AN "AS IS" BASIS. SUPERION MAKES NO WARRANTIES WHATSOEVER TO ACCESSOR REGARDING THE ACCESSED SOFTWARE, AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND/OR FITNESS FOR A PARTICULAR PURPOSE. SUPERION WILL HAVE NO LIABILITY TO OR THROUGH ACCESSOR UNDER OR IN CONNECTION WITH THIS ACCESS AGREEMENT OR OTHERWISE IN CONNECTION WITH THE ACCESSED SOFTWARE, IN WHOLE OR IN PART.

5. Governing Law. This Agreement will be governed by and construed under the laws of the State of Illinois, 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.

6. Integration Provision. This Access 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. No modification of this Access Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

CITY OF DECATUR, IL

  
Authorized Signature

Tim A. Gleason, City Manager

Print Name & Title

October 16, 2017

Date

SUPERION, LLC

  
Authorized Signature

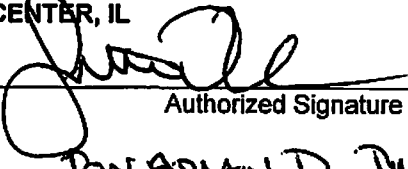
Tom Amburgey V.P. General Manager

Print Name & Title

9/27/17

Date

CENTRAL ILLINOIS REGIONAL DISPATCH  
CENTER, IL

  
Authorized Signature

Don Adrian D. Thomas

Print Name & Title

10-23-17

Date

**RESOLUTION NO. R2017- 130**

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

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

Section 1. That the agreement presented to the City Council herewith with Superion, LLC and the Central Illinois Regional Dispatch Center (CIRDC) regarding OSSI (OneSolution) Software access for the CIRDC 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 agreement on behalf of the City of Decatur to Superion, LLC and the Central Illinois Regional Dispatch Center.

PRESENTED and ADOPTED this Sixteenth day of October, 2017.

  
\_\_\_\_\_  
JULIE MOORE WOLFE, MAYOR

ATTEST:

  
\_\_\_\_\_  
CITY CLERK

Police Department

**DATE:** 5/6/2020

**MEMO:** 20-06

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

**FROM:** James E. Getz Jr., Chief of Police

**SUBJECT:**

Resolution Authorizing Submission of Justice Administration Grant Application and Memorandum of Understanding - Bureau of Justice Assistance

**SUMMARY RECOMMENDATION:** It is recommended that this item be approved.

**BACKGROUND:** The Decatur Police Department applied for and The City of Decatur was awarded up to \$99,423 in JAG Grant funding for the 2020 Coronavirus Emergency Supplemental Funding. The purpose of the funding is to be used to prevent, prepare for, and respond to the Coronavirus.

**PRIOR COUNCIL ACTION:** None

**POTENTIAL OBJECTIONS:** none anticipated

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

**BUDGET/TIME IMPLICATIONS:** Anticipate reimbursement for COVID-19 related expenses incurred after January 1, 2020.

**ATTACHMENTS:**

| Description                    | Type              |
|--------------------------------|-------------------|
| 20-06 Council Resolution       | Resolution Letter |
| 2020-2022 Cares Act JAG Grant  | Backup Material   |
| Budget Improvement Information | Backup Material   |

**RESOLUTION NO. R2020-\_\_\_\_\_**

**RESOLUTION AUTHORIZING SUBMISSION OF JUSTICE ADMINISTRATION  
GRANT APPLICATION AND MEMORANDUM OF UNDERSTANDING - BUREAU  
OF JUSTICE ASSISTANCE -**

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

Section 1. That the grant application presented to the Council herewith for the 2020-2022 Justice Administration Grant (JAG) through the Bureau of Justice Assistance for the grant application regarding funding that is to be used to prevent, prepare for, and respond to the Coronavirus, and the same is hereby, received, placed on file and approved.

PRESENTED, PASSED, APPROVED, AND RECORDED this 18th day of May 2020.

\_\_\_\_\_  
JULIE MOORE WOLFE, MAYOR

ATTEST:

\_\_\_\_\_  
KIM ALTHOFF, CITY CLERK





**Department of Justice (DOJ)**

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

May 4, 2020

Chief James Getz Jr.  
City of Decatur  
1 Gary K Anderson Plaza  
Decatur, IL 62523-1005

Dear Chief Getz:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by City of Decatur for an award under the OJP funding opportunity entitled "BJA FY 20 Coronavirus Emergency Supplemental Funding Program." The approved award amount is \$99,423. These funds are for the project entitled 2020 Coronavirus Emergency Supplemental Funding.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should City of Decatur accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Kerri Vitalo-Logan, Program Manager at (202) 353-9074; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov).

We look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Katharine T. Sullivan", is located below the "Sincerely," text.

Katharine T. Sullivan  
Principal Deputy Assistant Attorney General

Encl.



**Department of Justice (DOJ)**

Office of Justice Programs

*Office of Civil Rights*

---

Washington, DC 20531

May 4, 2020

Chief James E. Getz Jr.  
City of Decatur  
1 Gary K Anderson Plaza  
Decatur, IL 62523-1005

Dear Chief Getz:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

A handwritten signature in black ink, reading "Michael L. Alston".

Michael L. Alston  
Director

cc: Grant Manager  
Financial Analyst



Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

**Grant**

PAGE 1 OF 16

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

City of Decatur  
1 Gary K Anderson Plaza  
Decatur, IL 62523-1005

4. AWARD NUMBER: 2020-VD-BX-0262

5. PROJECT PERIOD: FROM 01/20/2020 TO 01/31/2022  
BUDGET PERIOD: FROM 01/20/2020 TO 01/31/2022

6. AWARD DATE 05/04/2020

7. ACTION

Initial

2a. GRANTEE IRS/VENDOR NO.

376001310

8. SUPPLEMENT NUMBER

00

2b. GRANTEE DUNS NO.

075613000

9. PREVIOUS AWARD AMOUNT

\$ 0

3. PROJECT TITLE

2020 Coronavirus Emergency Supplemental Funding

10. AMOUNT OF THIS AWARD

\$ 99,423

11. TOTAL AWARD

\$ 99,423

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH  
ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.034 - Coronavirus Emergency Supplemental Funding Program

15. METHOD OF PAYMENT

GPRS

AGENCY APPROVAL

GRANTEE ACCEPTANCE

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Katharine T. Sullivan  
Principal Deputy Assistant Attorney General

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

James E. Getz  
Chief

17. SIGNATURE OF APPROVING OFFICIAL

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

5/6/20

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

| FISCAL YEAR | FUND CODE | BUD. ACT. | DIV. REG. | OFC. | SUB. | POMS | AMOUNT |
|-------------|-----------|-----------|-----------|------|------|------|--------|
| X           | B         | VD        | 80        | 00   | 00   |      | 99423  |

21. VVDUGT0332



Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 2 OF 16

PROJECT NUMBER 2020-VD-BX-0262

AWARD DATE 05/04/2020

*SPECIAL CONDITIONS*

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

JEG



Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 3 OF 16

PROJECT NUMBER 2020-VD-BX-0262

AWARD DATE 05/04/2020

*SPECIAL CONDITIONS*

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2019 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2019 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

JEG



Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 4 OF 16

PROJECT NUMBER 2020-VD-BX-0262

AWARD DATE 05/04/2020

*SPECIAL CONDITIONS*

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

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8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

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9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or

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any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

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13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

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14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. Signing Authority

This award must be signed by an authorized official of the applicant State, local, or tribal government, on behalf of that applicant State, unit of local government, or Tribe, unless the applicant designates an organizational unit to apply on its behalf. For example, if designated by a unit of local government, a Police Department or Sheriff's Office (or similar agency) may apply on behalf of the applicant jurisdiction, as long as the department, office, or agency is listed as the organizational unit on the SF-424. In that case, the head of the designated organizational unit (such as a Police Chief or Sheriff) may sign the award. Documentation of the designation by the appropriate governing body must be retained by the grant recipient.

32. The "Emergency Appropriations for Coronavirus Health Response and Agency Operations" law (Public Law 116-136) includes definitions, reporting requirements, and certain other provisions that apply (whether in whole or in part) to this award. In addition, consistent with the CESF Program's purposes, which involve preparing for, preventing, and responding to the coronavirus national emergency, OJP will provide notice of any additional CESF program-specific grants administrative requirements on an award page, accessible at <https://www.ojp.gov/funding/explore/CESF-program-specific-condition>, that is incorporated by reference here.

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33. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

34. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

35. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

36. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

37. Justice Information Sharing

Recipients are encouraged to comply any information-sharing projects funded under this award with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) is encouraged to conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [https://it.ojp.gov/gsp\\_grantcondition](https://it.ojp.gov/gsp_grantcondition). The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information.

38. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity.

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PROJECT NUMBER 2020-VD-BX-0262

AWARD DATE 05/04/2020

*SPECIAL CONDITIONS*

39. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA. The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are: a. New construction; b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places; c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/ or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bjagov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations. Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

40. Establishment of interest-bearing account

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish an interest-bearing account dedicated specifically to this award. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The award funds, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Coronavirus Emergency Supplemental Funding (CESF) program. The recipient also agrees to obligate the award funds in the account(including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41. Expenditures requiring prior approval

No funds under this award may be expended on individual items costing \$500,000 or more, or to purchase Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV) without prior written approval from BJA. Prior approval must be obtained post-award, through the submission and approval of a Grant Adjustment Notice (GAN) through OJP's Grant Management System (GMS).

JEG



Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 16 OF 16

PROJECT NUMBER 2020-VD-BX-0262

AWARD DATE 05/04/2020

*SPECIAL CONDITIONS*

42. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after January 20, 2020

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (January 20, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds.

43. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

44. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

JEG



**Department of Justice (DOJ)**

Office of Justice Programs

*Bureau of Justice Assistance*

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Washington, D.C. 20531

**Memorandum To:** Official Grant File

**From:** Orbin Terry, NEPA Coordinator

**Subject:** Categorical Exclusion for City of Decatur

The Coronavirus Emergency Supplemental Funding (CESF) Program allows eligible states, local units of government, and tribes to support a broad range of activities including preventing, preparing for, and responding to the coronavirus.

All recipients of CESF funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a sub-grantee or third party.

BJA's expectation is that none of the following activities will be conducted whether under this federal award or a related third party action:

- (1) New construction
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
- (3) A renovation that will change the basic prior use of a facility or significantly change its size
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
- (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories) other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments.

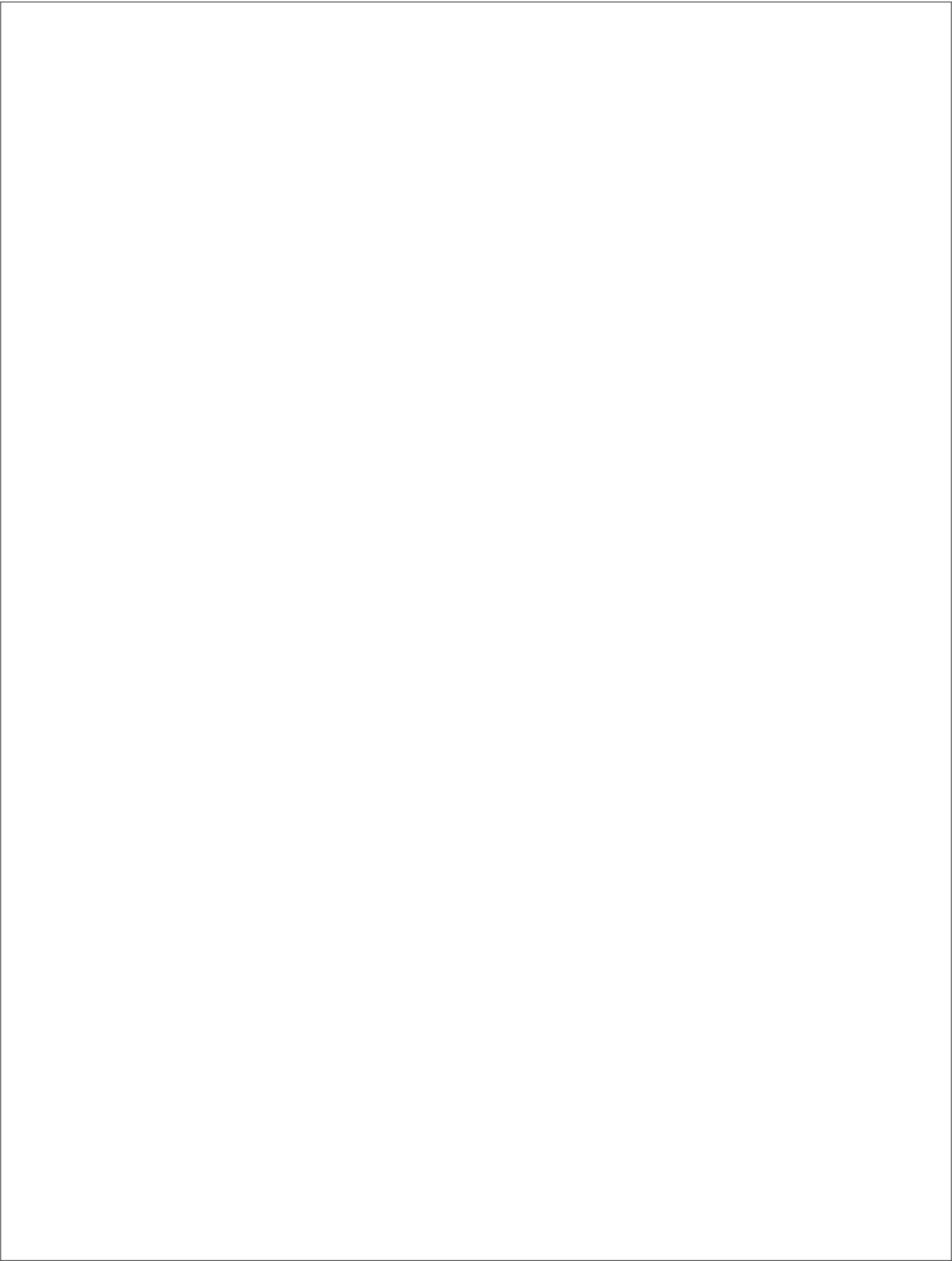
Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

If, however, award funds are proposed to be used for any of the enumerated projects or activities above, grant recipients must contact their grant manager, and receive written approval prior to commencing that project or activity.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for BJA.

JEG

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                   |                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|
|  <div>Department of Justice (DOJ)<br/>Office of Justice Programs<br/>Bureau of Justice Assistance</div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>GRANT MANAGER'S MEMORANDUM, PT. I:<br/>PROJECT SUMMARY</b>                                                                                                                     |                                                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>Grant</b>                                                                                                                                                                      |                                                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | PROJECT NUMBER<br>2020-VD-BX-0262                                                                                                                                                 | PAGE 1 OF 1                                    |
| This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                   |                                                |
| 1. STAFF CONTACT (Name & telephone number)<br><br>Kerri Vitalo-Logan<br>(202) 353-9074                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 2. PROJECT DIRECTOR (Name, address & telephone number)<br><br>Janice Frankovich<br>Community Liaison Officer<br>707 W. South Side Dr.<br>Decatur, IL 62521-4021<br>(217) 424-2743 |                                                |
| 3a. TITLE OF THE PROGRAM<br>BJA FY 20 Coronavirus Emergency Supplemental Funding Program                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                   | 3b. POMS CODE (SEE INSTRUCTIONS<br>ON REVERSE) |
| 4. TITLE OF PROJECT<br><br>2020 Coronavirus Emergency Supplemental Funding                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                   |                                                |
| 5. NAME & ADDRESS OF GRANTEE<br><br>City of Decatur<br>1 Gary K Anderson Plaza<br>Decatur, IL 62523-1005                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 6. NAME & ADDRESS OF SUBGRANTEE                                                                                                                                                   |                                                |
| 7. PROGRAM PERIOD<br><br>FROM: 01/20/2020 TO: 01/31/2022                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 8. BUDGET PERIOD<br><br>FROM: 01/20/2020 TO: 01/31/2022                                                                                                                           |                                                |
| 9. AMOUNT OF AWARD<br><br>\$ 99,423                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 10. DATE OF AWARD<br><br>05/04/2020                                                                                                                                               |                                                |
| 11. SECOND YEAR'S BUDGET                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 12. SECOND YEAR'S BUDGET AMOUNT                                                                                                                                                   |                                                |
| 13. THIRD YEAR'S BUDGET PERIOD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 14. THIRD YEAR'S BUDGET AMOUNT                                                                                                                                                    |                                                |
| 15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)<br><br>The Coronavirus Emergency Supplemental Funding (CESF) Program allows States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments to support a broad range of activities to prevent, prepare for, and respond to the coronavirus. Funded projects or initiatives may include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.<br><br>NCA/NCF |                                                                                                                                                                                   |                                                |



## VI. BUDGET

The Decatur Police Department was established in 1855. Today the Decatur Police Department has 147 sworn officers and 13 civilian officers, divided among three (3) divisions; Patrol, Criminal Investigations and Professional Standards.

The COVID-19 pandemic has identified the critical importance of protecting our essential public safety workforce. In doing so, the Decatur Police Department is following the Center for Disease Control (CDC) and Illinois Department of Public Health (IDPH) Personal Protective Equipment (PPE) guidelines for law enforcement. Additionally, the Decatur Police Department has implemented increased safety procedures beyond the minimum CDC and IDPH suggestions for all our employees, sworn and civilian.

The financial strain on the Decatur Police Department to ensure a safe workforce will have concerning impacts on budgets, staffing, operations, equipment and supplies in the days and months ahead.

The below exhibit details funds already spent and future funds needed for anticipated cost associated with the COVID-19 pandemic. These expenses include OT expenses to cover shifts due to officer exposure, illness and quarantine, replacement of PPE and cleaning supplies; in which, some PPE is being replaced daily and equipment; such as, computers to further limit potential exposure by allowing some identified personnel to work from home.

**EXHIBIT A: Grant Fund Expenditures  
City of Decatur on behalf of the Decatur Police Department  
Coronavirus Emergency Supplemental Funding Program  
Agreement #2020-H2532-IL-Vd**

| <b>BUDGET</b>                            | <b>Funds Spent</b> | <b>Future Funds</b> |
|------------------------------------------|--------------------|---------------------|
| <b><u>Personnel</u></b>                  |                    |                     |
| Overtime Expenses                        |                    |                     |
| Meals in the Park                        |                    |                     |
| 14 hours @ average \$50/hr.              | \$700.00           |                     |
| 10 hours @ average \$50/hr.              |                    | \$500.00            |
| Officer Hold Over/Call in                |                    |                     |
| 350 hours @ average \$50/hr.             |                    | \$17,500.00         |
| Enforcement of Governors Executive Order |                    |                     |
| 100 hours @ average \$50/hr.             |                    | \$5,000.00          |
| Municipal Security                       |                    |                     |
| 6 hours @ average \$50/hr.               | \$300.00           |                     |
| 20 hours @ average \$50/hr.              |                    | \$1,000.00          |
| <b><u>Equipment</u></b>                  |                    |                     |

|                                             |          |             |
|---------------------------------------------|----------|-------------|
| Foot operated Door Opener                   |          |             |
| Qty. 10 @ \$12.50 each                      | \$125.00 |             |
| Microsoft Surface Pro (work from home)      |          |             |
| Qty. 9 (Police Administration) @ \$1,250.00 |          | \$11,250.00 |
| Qty. 1 (Crime Analyst) @ \$1,250.00         |          | \$1,250.00  |
| Qty. 2 (Records Supervisor/Clerk)           |          | \$2,500.00  |

### **Supplies**

|                                             |            |             |
|---------------------------------------------|------------|-------------|
| Gas Mask Filters 147 Officers               |            |             |
| 2 filters per mask (294) @ \$36.66 a filter |            | \$10,800.00 |
| Disposable Tyvek Suits                      |            |             |
| 259 @ \$5.40 each                           | \$1,399.00 |             |
| 1000 @ \$5.40 each                          |            | \$5,400.00  |
| Disposable N95 Masks                        |            |             |
| 1000 @ \$4.50 each                          | \$4,500.00 |             |
| 2000 @ \$4.50 each                          |            | \$9,000.00  |
| Disposable Gloves                           |            |             |
| 7 cases @ \$71.42/case                      | \$500.00   |             |
| 14 cases @ \$71.42/case                     |            | \$1,000.00  |
| Disposable Biohazard Bags                   |            |             |
| 6 cases @ \$51.66/case                      | \$310.00   |             |
| 12 cases @ \$51.66/case                     |            | \$620.00    |
| Disposable Goggles/Safety Glasses           |            |             |
| 300 @ \$3.50 each                           | \$1,050.00 |             |
| 900 @ \$3.50 a each                         |            | \$3,150.00  |
| Face Shields                                |            |             |
| 100 @ \$4.00 each                           | \$400.00   |             |
| 400 @ \$4.00 each                           |            | \$1,600.00  |
| Hand Sanitizer (Individual Bottles)         |            |             |
| 2 cases @ \$50/case                         | \$100.00   |             |
| 10 cases @ \$50/case                        |            | \$500.00    |
| Hand Sanitizer (Refill)                     |            |             |
| 5 gallons @ \$44/gallon                     | \$220.00   |             |
| 20 gallons @ \$44/gallon                    |            | \$880.00    |
| Disposable Sanitation Storage Bags          |            |             |
| 3000 @.033 each                             | \$100.00   |             |
| 6000 @.033 each                             |            | \$198.00    |
| Paper Towels                                |            |             |
| 10 cases @ \$13.50/case                     | \$135.00   |             |
| 20 cases @ \$13.50/case                     |            | \$270.00    |
| VectorFog ® Disinfectant Fogger             |            |             |
| 1 @ \$450.00                                | \$450.00   |             |
| VertorFog ® Disinfectant Solution           |            |             |
| 3 cases @ \$220.00/case                     | \$660.00   |             |

|                                                         |          |            |
|---------------------------------------------------------|----------|------------|
| 6 cases @ \$220.00/case                                 |          | \$1,320.00 |
| Sanitation/Cleaning                                     |          |            |
| Disinfectant Wipes, Disinfectant Sprays                 |          |            |
| Liquid Hand Soap, Microban <sup>®</sup> , Multi-Surface |          |            |
| Cleaner, Lotion                                         | \$985.00 |            |
| Replacements                                            |          | \$4,000.00 |

**Professional Services**

|                                              |                    |             |
|----------------------------------------------|--------------------|-------------|
| Licensed Clinical Social Worker (Tara Ullis) |                    |             |
| Officer Counseling 167 hours @ \$30/hr.      |                    | \$5,000.00  |
| <b>Column Total</b>                          |                    | \$11,934.00 |
|                                              |                    | \$82,738.00 |
| <b>Project Total</b>                         | <b>\$94,672.00</b> |             |



## Public Works

**DATE:** 5/7/2020

**MEMO:** 2020-95

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

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

**SUBJECT:**

**Resolution Accepting the Bid and Authorizing the Execution of a Contract with Luka Company, Inc. for the 32<sup>nd</sup> Street and Fulton Avenue Storm Drainage Improvement Project, City Project 2016-04.**

**SUMMARY RECOMMENDATION:** It is recommended that the City Council approve the attached resolution accepting the bid and awarding the contract for the 32nd St. and Fulton Ave. Storm Drainage Improvement Project, City Project 2016-04, to Luka Company, Inc. as the lowest responsive and responsible bidder in the amount of \$1,379,690.20, and that the Mayor be authorized to execute the contract, and the City Clerk to attest. The contract documents excluding project specific drawings, conditions and provisions are attached.

**BACKGROUND:**

**Storm Sewer Priorities**

The 2009 Stormwater Master Plan addresses three main topics:

1. Stormwater Problem Area Prioritization
2. Regulation, Standards, and Policies
3. Stormwater Expenditures and Funding Mechanisms

The 32<sup>nd</sup>/Fulton Area Drainage Project addresses item 1 in the Master Plan. This area is listed as the 3<sup>rd</sup> priority in the 2009 Stormwater Master Plan. As noted below, this project is in an area that has been identified to have a high inflow and infiltration (I&I) of storm water into the sanitary sewer system.

**Sanitary Sewer Priorities**

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

1. Critical Large Diameter Sewer Rehabilitation

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

The 32<sup>nd</sup>/Fulton area has been identified as a high priority for the reduction of inflow and infiltration of storm water into the sanitary sewer system. This area was identified during the preparation of the Sewer Collection System Alternative Analysis (SCSAA), required by the USEPA, due to documented sewer overflows and basement backups. The SCSAA is currently being reviewed by the USEPA. The report recommends an estimated \$7.3 million in sanitary sewer repairs and upgrades to reduce inflow and infiltration into the sanitary sewers draining this area. Previous storm drainage improvement projects have significantly reduced inflow and infiltration. For this reason, the project is proposed to be wholly funded by the Sanitary Sewer Fund.

### **Project Description**

The project will construct new storm sewers ranging in size from 12”- 36” as shown in the attached location map. The work will also replace the undersized culverts under the City streets between Fulton Ave and Oakwood Ave. The storm sewer will provide relief from normal storm events and the culvert upgrades will help drain large storm events. The project will include site restoration, pavement patching, etc.

### **Public Letting Results**

The project design and specifications were prepared by Farnsworth Group and the Public Works Department. The project was advertised Wednesday, April 16, 2020, and bids were opened on Wednesday, May 6, 2020. The results from the letting are as follows:

| <b><u>Bidder</u></b>        | <b><u>Bid Price</u></b> | <b><u>Compared to Engineer's Est. Over/-Under</u></b> |
|-----------------------------|-------------------------|-------------------------------------------------------|
| <b>Luka Company, Inc.</b>   | <b>\$1,379,690.20</b>   | <b>(-14.7%)</b>                                       |
| Entler Excavating Co., Inc. | \$1,826,625.09          | 12.9%                                                 |
| Engineer's Estimate         | \$1,617,301.25          | -----                                                 |

Four contractors took out bid packages and two contractors submitted a bid proposal for the project. Luka Company, Inc. provided the lowest responsive and responsible bid at 14.7% below the Engineer's Estimate.

Luka Company, Inc. has successfully completed several projects for the City. Staff recommends that the City Council approve a contract with Luka Company, Inc. to construct the project.

This project is classified as a "high criticality" and "critical path" project in the May 8 rating template of capital infrastructure projects included in the 2020 budget (as to whether some projects should be delayed due to pandemic effects). This is because it is among the city's top 5 I&I reduction project priorities; and because it is part of a larger initiative to obtain early release from terms of a proposed USEPA consent decree concerning I&I reduction and mitigation of basement back-ups.

-  
**MINORITY PARTICIPATION GOALS:**

-  
Contractors for City Projects shall comply with City Code Chapter 28, Article 10, "Minority Participation Goals for Public Works Contracts."

Contractors for City projects shall make a good faith effort to comply with the following minimum goals:

1. Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises (MBE) if subcontracting opportunities are available; and,
2. Eighteen (18) percent of the total hours worked should be performed by minority workers.

Subcontracting is not required for a City project. Luka will self-perform an estimated 86.2% of the contract and only subcontract asphalt patching to a local non-MBE. Asphalt patching work of the type and quantity required in the contract has generally not attracted out-of-town MBE asphalt contractors in the recent past. Staff has met with the recommended general contractor to obtain sufficient assurances that the 18% total hours requirement will be met on this project.

**PRIOR COUNCIL ACTION:**

**July 5, 2016** – The City Council approved Resolution No. 2016-86, authorizing a professional engineering services agreement between the City of Decatur and Farnsworth Group, to prepare a preliminary storm drainage design report of the 32<sup>nd</sup> and Fulton area of the City for a fee not to exceed \$80,200.

**February 5, 2018** – The City Council approved Resolution No. 2018-15, authorizing a professional engineering services agreement between the City of Decatur and Farnsworth Group, for final design of the 32<sup>nd</sup> and Fulton area of the City for a fee not to exceed \$210,200.

FY 2020 Capital Improvement Plan budgeted funds for this project.

**POTENTIAL OBJECTIONS:** None.

**INPUT FROM OTHER SOURCES:**

Farnsworth Group, Inc.

**Legal Review:** The project plans and specifications were provided for review by the Legal Department on April 3, 2020.

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

**BUDGET/TIME IMPLICATIONS:**

**Budget Impact:** Funding for this project is allocated in the Sanitary Sewer Fund which is supported by sanitary sewer user fees. The total project cost is \$1,379,690.20. The engineering estimate was \$1,600,000.

**Staffing Impact:** Project management and construction inspection will be provided by Public Works - Engineering staff.

**Schedule:** Work is to start in June with a planned completion date in May 2021

**ATTACHMENTS:**

| Description                             | Type              |
|-----------------------------------------|-------------------|
| Resolution Accepting Bid with Exhibit A | Resolution Letter |
| Council Bid Tab 2016-04                 | Backup Material   |
| Location Map                            | Backup Material   |

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION  
OF A CONTRACT WITH LUKA COMPANY, INC. FOR 32<sup>ND</sup> STREET AND  
FULTON AVENUE STORM DRAINAGE IMPROVEMENT PROJECT  
CITY PROJECT 2016-04**

---

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

Section 1. That the tabulation of bids received for City Project 2016-04, 32<sup>nd</sup> Street and Fulton Avenue Storm Drainage Improvement Project, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Luka Co., Inc. in the amount of \$1,379,690.20 be, and it is hereby, accepted and a contract awarded, accordingly.

Section 3. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute a contract between the City of Decatur, Illinois, and Luka Co., Inc. attached hereto as Exhibit A and made a part hereof, for said plan, in the amount of \$1,379,690.20.

PRESENTED and ADOPTED this 18<sup>th</sup> day of May 2020.

---

Julie Moore Wolfe, Mayor

ATTEST:

---

Kim L. Althoff, City Clerk

EXHIBIT A

# PROJECT MANUAL

## 32ND ST AND FULTON AVE DRAINAGE IMPROVEMENTS PROJECT

**CITY PROJECT 2016-04**

April 2020

*a project of the*



**CITY OF DECATUR, ILLINOIS  
PUBLIC WORKS DEPARTMENT  
1 GARY K. ANDERSON PLAZA  
DECATUR, IL 62523**

**FOR BIDDING**



# CITY OF DECATUR

## 32ND ST AND FULTON AVE DRAINAGE IMPROVEMENTS PROJECT

### CITY COUNCIL

Julie Moore Wolfe, Mayor

Rodney Walker

Lisa Gregory

Chuck Kuhle

Pat McDaniel

Bill Faber

David Horn

Scot Wrighton ..... City Manager  
Wendy Morthland ..... Corporation Counsel  
Kim Althoff.....City Clerk  
Gregg Zientara ..... City Treasurer  
Matthew Newell..... Public Works Director



**CITY OF DECATUR**  
**32ND ST AND FULTON AVE DRAINAGE**  
**IMPROVEMENTS PROJECT**  
**CITY PROJECT 2016-04**

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## ADVERTISEMENT FOR BIDS

### TIME AND PLACE OF OPENING BIDS:

Sealed proposals for the improvement described herein will be received at the **City Purchasing Division** located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523, until **10:00 a.m., Wednesday, May 6, 2020**, and thereafter publicly opened and read.

### DESCRIPTION OF PROJECT:

The proposed improvement is officially known as:

#### **32ND ST AND FULTON AVE DRAINAGE IMPROVEMENTS PROJECT CITY PROJECT 2016-04**

The proposed project herein specified and described includes the following work:

*The 32<sup>nd</sup> St and Fulton Ave Drainage Improvements Project includes the installation of approximately 175 feet of box culverts ranging in size from 4' by 2' to 6' by 2' and 5,100 feet of storm sewer ranging in diameter from 12" to 36" pipe, associated manholes and inlets, street repair, ditching, driveway and culvert repair, site restoration, and all other miscellaneous work to install a new storm system.*

### INSTRUCTIONS TO BIDDERS:

1. A **MANDATORY PRE-BID** will be held by **CONFERENCE CALL ONLY** on **APRIL 22, 2020, at 10:30 A.M.** In addition to project questions, the opportunity will be provided to discuss the City's minority participation goals. **Attendance is required to bid on the project. To join the Conference call, please call 1-888-450-5996. When prompted please enter the passcode 133891.**
2. Plans, specifications and proposal forms may be obtained from Decatur Blue Print, Inc. 230 West Wood Street, Decatur, Illinois, 62523, (217) 423-7589, [www.decaturbblue.com](http://www.decaturbblue.com). **To receive updates or addenda you must be on the Plan Holders list for this project through Decatur Blue Print.**
3. Payment shall be made to Decatur Blue Print, Inc. **No refund will be made for the plans, specification, or proposal forms returned.**
4. Plans and specifications are **available for viewing** at the following locations:

**www.decaturbblue.com  
Plans & Portals  
Public Projects  
DFS Public Plan Room**

**City of Decatur  
Engineering Division  
#1 Gary K. Anderson Plaza  
Decatur, Illinois 62523**

## ADVERTISEMENT FOR BIDS

5. The City of Decatur will not release the Engineer's Estimate of Cost in advance of the scheduled time and date of the bid opening. Bid tabulations will be available on the City's web site at [www.decaturlil.gov/Departments/Public Works/Contractor Project Bid Information](http://www.decaturlil.gov/Departments/Public%20Works/Contractor%20Project%20Bid%20Information), and Decatur Blue Print's web site, [www.Decaturblue.com](http://www.Decaturblue.com) Plans & Portals / City of Decatur / Project, after the award of a contract.
6. All proposals must be accompanied by a BANK DRAFT, CASHIER'S CHECK, OR CERTIFIED CHECK made payable to Treasurer, Decatur, Illinois, in the amount of ten percent (10%) of the bid, or BID BOND, in the same amount.
7. The Contractor and all subcontractors shall at all times during the term of this Contract pay the applicable prevailing wage for Macon County for the period during which the work is performed, as determined by the Illinois Department of Labor.
8. Before the Contractor and any Subcontractor commence work, the Contractor and any Subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in P. A. 95-0635 or shall have a collective bargaining agreement in effect dealing with the subject matter of P. A. 95-0635.
9. The City Code requirements for **Minority Participation Goals for Public Works Contracts** are in effect for this contract. These include the following:
  - (1) Ten percent (10%) of the total dollar amount of the contract should be performed by minority business enterprises; and,
  - (2) Eighteen percent (18%) of the total hours worked should be performed by minority workers.All Contractors shall provide evidence of meeting the City's minority participation goals prior to the award of this project and prior to all payments made for work completed or provide the City of Decatur documentation on their good faith efforts to comply with the participation goals. Required information and documentation forms are included in the Project Manual and should be submitted with the bid proposal.

### **REJECTION OF BIDS:**

The Council of the City of Decatur, Illinois, reserves the right to accept, renegotiate or reject any or all proposals and to waive any variance from the requirements of the instructions for bidders. At the discretion of the Council, required items may be submitted after the bid opening if there is sufficient compliance with instructions at the time of the bid opening to permit the City to determine the price bid.

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April 15, 2020  
Date Advertised

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Matt Newell, P.E.  
Director of Public Works

## INFORMATION FOR BIDDERS

For Construction of: **32ND ST AND FULTON AVE DRAINAGE  
IMPROVEMENTS PROJECT**

City Project No.: **2016-04**

Owner: **City of Decatur, Illinois**

The Owner invites bids on the forms included as part of this Document to be submitted at such time and place as is stated in the Advertisement for Bids. All blanks in the Bid Proposal must be appropriately filled in with typewriter or ink. **It is the sole responsibility of the Bidder to see that the bid is received in proper time to be dated, time stamped, and initialed by the Purchasing Agent or designee.**

The Owner may consider non-conforming any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. No Bidder may withdraw a bid within 45 days after the actual day of the opening thereof.

Each bid must be submitted in a sealed envelope clearly bearing, on the outside, the following information:

1. The name of the Bidder
2. The Bidder's address
3. The name of the project, along with the project number, for which the bid is submitted

The bid documents will be submitted to the **Purchasing Division, City of Decatur, # 1 Gary K. Anderson Plaza, Decatur, Illinois, 62523.**

The bid process is as follows:

1. All bids shall be submitted to the Purchasing Division located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois 62523.
2. The Purchasing Agent, or designee, will date, time stamp, and initial the sealed envelope containing the bid. All bids must have an official date and time stamp to be considered as conforming to the bid process and opened. Any bids received after the scheduled closing time for receipt of bids will be returned to the Bidder unopened.
3. All bids received after the designated time for receiving bids will not be accepted. The designated clock located in the Purchasing Division offices will govern the bid closure time.

## INFORMATION FOR BIDDERS

4. Eligible bids received by the Purchasing Division will be delivered to the office of the City Engineer, located on the third floor of the Civic Center, and will be publicly opened and read. Any envelopes bearing a date and time stamp later than the deadline will be returned unopened. **All bids received from bidders not on the pre-bid attendance list will be returned unopened.**
5. All bidders who desire to be present at the bid opening may wait in the City Engineering office.

At the time of the opening of bids, each Bidder will have completed a thorough site inspection and will have read and be thoroughly familiar with the plans and Contract Documents (including all addenda). The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to their bid. The Bidder is to confirm the completeness of the Bid Documents. If the Bidder determines their Bid Documents are incomplete or irregular it is the Bidders responsibility to bring this fact to the attention of the City Engineer.

The submitted bid must be signed in the name of the Bidder and must bear the signature in long hand of the person or persons duly authorized to sign the bid. Changes in or additions to the bid forms, recapitulations of the work bid upon, alternative proposals or any other modifications of the bid which are not specifically called for in the Contract Documents may be subject to Owner's rejection of the bid as not being responsive to the advertisement. No oral telephone modification of any bid submitted will be considered and a telegraphic modification may be considered only if the post mark evidences that a copy of the modification by telegram, signed by the Bidder, was placed in the mail prior to the opening of the bid.

The submitted bid must not contain erasures, corrections or changes from the printed forms as completed in typewriter or ink, unless such erasures, corrections or changes are authenticated by affixing in the margin immediately opposite the erasure, correction or change, the initials of the person who signed the bid or the initials of such other person as may be authorized by the Bidder to make erasures, corrections or changes in the bid, and said authorization must be evidenced by written confirmations, executed by the person authorized to sign the initial bid, attached to the bid at the time of submittal.

Each bid must be submitted on the Bid Proposal provided and must be signed by the Bidder or their duly authorized agent. All blank spaces for bid prices must be filled in, in ink or typewritten, IN BOTH WORDS AND NUMBERS where called for in the Bid Proposal. If there is a discrepancy between the price in words and the price in numbers, the price in words will govern. If there is a discrepancy between the extended bid prices, the unit cost shall be the governing number and the total price or prices will be adjusted as necessary.

The Owner reserves the right to pre-qualify all bids, post-qualify all bids, to reject all bids, not to make an award and/or accept the Proposal deemed most advantageous and to the best interest of the Owner. The Bidder must comply with all information and instructions for Bidders. The award of the Contract, if made by the Owner, will be made to the qualified Bidder submitting the lowest and best bid, but the Owner shall determine at their own discretion whether a Bidder is qualified to perform the Contract, whether by pre-qualifications, post-qualification or other methods, and what bid is the lowest and whether it is to the interest of the Owner to accept the bid. If awarded, a written Notice of Award will be sent to the successful Bidder(s).

## **INFORMATION FOR BIDDERS**

The Owner will make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted.

Each bid must be accompanied with a proposal guaranty either as a properly certified check made payable to "Treasurer, City of Decatur," Decatur, Illinois, in an amount not less than ten (10) percent of the bid; or a cashier's check made payable to "Treasurer, City of Decatur", Decatur, Illinois, in an amount not less than ten (10) percent of the bid; or a bid bond on a form approved by the City, executed by a surety company satisfactory to the City, in an amount not less than ten (10) percent of the bid. Such proposal guarantees, of the three lowest bidders, may be retained by the City for a period of 45 days after the date of the bid opening. Checks or bid bonds from other than the three lowest bidders will be returned by the City within seven (7) days after the date of the bid opening.

Simultaneously with the delivery of the executed Contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this Contract and for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract, and other items required by the Conditions and Specifications governing the work. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.

The successful Bidder, upon Bidder's failure or refusal to execute and deliver the Contract and bonds required within ten (10) consecutive calendar days from and including the date the Bidder has received notice of the acceptance of their bid, shall forfeit to the Owner, as liquidation of damages done for such failure or refusal, the security deposited with their bid. Notice of the Owner's intent shall either be hand-delivered by the Owner to the Bidder's address, as given on the Contract Documents, or mailed to such address, first class, United States mail, return receipt requested. Delivery or mailing of said notice to said address shall constitute the notice herein required without the requirement of an acknowledgment of receipt from the Bidder.

Each Bidder must inform himself fully of the conditions and specifications relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of their obligation to furnish all material and labor necessary to carry out the provisions of the Contract. Insofar as possible, the Contractor, in carrying out their work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

The quantities appearing in the bid proposal are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The proposed quantities of work to be done and materials to be furnished may each be increased, decreased, or omitted as hereinafter provided.

## **INFORMATION FOR BIDDERS**

The Bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction for the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any Bidder orally. Every request for such interpretation should be in writing addressed to Matthew C. Newell, P.E., City Engineer, at # 1 Gary K. Anderson Plaza, Decatur, Illinois 62523, and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the Contract Documents which, if issued, an e-mail notification will be sent to all prospective Bidders (at the respective e-mail addresses furnished for such purposes), not later than three (3) calendar days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under their bid as submitted. All addenda so issued shall become part of the Contract Documents. It shall be the responsibility of each Prospective Bidder to verify that each addendum has been received applicable to the project. Addenda may also be viewed on the City's web site at [www.decaturlil.gov](http://www.decaturlil.gov) /Department/ Public Works / Contractor Project Bid Information and [www.Decaturblue.com](http://www.Decaturblue.com).

The City of Decatur maintains City project information on the City's web site at [www.decaturlil.gov](http://www.decaturlil.gov) /Departments/Public Works /Contractor Project Bid Information. It lists the current projects at the City with bid information including bid opening dates and current bid holders. It is recommended that all Prospective Bidders check this Information on the City's web site, and at [www.Decaturblue.com](http://www.Decaturblue.com), under the Public Project portal for the status of the particular project they are interested in bidding prior to turning in bids.

The successful Bidder, upon award of a Contract, shall commence work on the date specified in the "Notice to Proceed" and shall substantially complete all work in accordance with the time allocated in the contract. Should the Contractor fail to substantially complete all work in the allotted time period, liquidated damages shall be assessed as outlined in the General Conditions.

Attention of the bidders is directed to the arrangement and contents of the contract documents and Specifications with reference to the project. One extra bid form is included, detached from the remainder of the contract documents. Such detached bid may be completed and submitted as the Contractor's bid.

**INFORMATION FOR BIDDERS:  
MINORITY PARTICIPATION GOALS  
FOR PUBLIC WORKS CONTRACTS**

**REQUIREMENTS FOR GOOD-FAITH EFFORTS**

- I. Description of the Minority Participation Goals Program:
- A. The City of Decatur encourages the participation of minorities and Minority Business Enterprises (MBEs) for City-funded public works construction projects. To comply with Chapter 28, Section 10, of the City Code, **bidders will make a good faith effort to meet the following minimum goals:**
1. If subcontracting opportunities are available, **10%** of the total dollar amount of the contract should be performed by Minority Business Enterprises.
  2. Minority workers should perform **18%** of the total hours worked.
- B. Failure to submit a **Subcontractor Utilization Statement**, the **Minority Business Enterprise Participation Waiver Request** or **MBE Subcontractor Information Form** as described and provided herein, may cause the bid to be rejected and determined non-responsive.
- II. Pre-Bid Efforts when Awarding Subcontracts: Bidders shall make a good faith effort to contact and solicit bids from MBEs for available subcontracting. Subcontracting contact and bidding is to be made prior to bid opening. Subcontract information is to be recorded on the **Subcontractor Utilization Statement** to be submitted with the bid documents.
- III. Waiver:
- A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
1. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
  2. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.
- B. Bidders seeking a waiver of MBE goals must submit with the bid documents a **Minority Business Enterprise Participation Waiver Request.**
- IV. Change in the Use of Subcontractors or Self-Performance Status: Before the Prime Contractor can deviate from utilizing any of the subcontractors listed on the Subcontractor Utilization Statement, add subcontractors, or declare the intent to self-perform the work; a completed **Notification of Change in Participation** form is to be submitted for each change.
- V. Record Keeping and Reporting: The Prime Contractor and subcontractors agree to maintain records demonstrative of their good faith efforts to comply with the participation goals identified in the City Code. All information, including subcontracting, minority participation, and weekly prevailing wage documentation, will be provided through **ePrismSoft**, an electronic web-based compliance tracking software. Access to ePrismSoft has been furnished by the City of Decatur. To activate access, the Prime Contractor and all subcontractors are to contact Human Capital Development at [webnfo@eprismsoft.com](mailto:webnfo@eprismsoft.com) or (309) 692-6400.



**INFORMATION FOR BIDDERS:  
MINORITY PARTICIPATION GOALS  
FOR PUBLIC WORKS CONTRACTS**

- VI. Chapter 28, Article 10, of the City Code is included herewith for the information of the bidder.

**CITY CODE  
CHAPTER 28, ARTICLE 10  
MINORITY PARTICIPATION GOALS FOR PUBLIC WORKS CONTRACTS**

**SECTION 10-1. POLICY:**

The City of Decatur encourages a diverse workforce for all public projects. Toward that end, the City establishes goals for participation by Minority Business Enterprises (MBE) and minority workers for public works contracts. The objectives of the minority participation goals include:

- A. Ensuring non-discrimination in the award and administration of City public works contracts;
- B. Encouraging a level playing field on which MBE and minority workers can compete fairly for City public works contracts;
- C. Helping to remove barriers to the participation of MBE and minority workers in City public works contracts;
- D. Promoting the use of MBE and minority workers in City public works projects;
- E. Ensuring the minority participation goals are narrowly tailored in accordance with applicable law;
- F. Providing appropriate flexibility to contractors in establishing and providing opportunities for MBE and minority workers;

**SECTION 10-2. DEFINITIONS:**

- A. **MINORITY:** For purposes of this Article, the City hereby adopts and incorporates by reference “minority person” as defined in the Illinois Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/2.
- B. **MINORITY BUSINESS ENTERPRISE (MBE):** A business that is owned and controlled by minorities. There must be not less than 51 percent minority ownership of the business, and the minority ownership must control the management and daily operations of the business.

**SECTION 10-3. MINORITY PARTICIPATION GOALS IN PUBLIC PROJECTS.**

- A. Contractors for City projects shall make a good faith effort to comply with the following minimum goals:
  - (1) Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available; and,
  - (2) Eighteen (18) percent of the total hours worked should be performed by minority workers.
- B. Subcontracting is not required for a City project. If a subcontractor is used, the contractor shall make a good faith effort to meet the City’s minority participation goals.
- C. A contractor shall provide evidence of meeting the City’s minority participation goals as directed and required by the Public Works Director or provide evidence that it made a good-faith effort to meet the goals.

**INFORMATION FOR BIDDERS:  
MINORITY PARTICIPATION GOALS  
FOR PUBLIC WORKS CONTRACTS**

- D. A good faith effort means the contractor took reasonable and necessary steps to achieve the minority participation goals. Good faith means the contractor actively and aggressively sought participation by MBE or minority workers. The City shall consider the quality, quantity and intensity of efforts made by a contractor.
- E. Evidence of a good-faith effort includes, but is not limited to, as appropriate:
- (i) Soliciting through all reasonable and available means the interest of MBE and minority workers;
  - (ii) Outreach and recruitment efforts of MBE and minority workers;
  - (iii) Packaging requirements, when feasible, into tasks or quantities that permit maximum participation from MBE and minority workers;
  - (iv) Providing interested MBE and firms that employ minority workers with adequate information about the bidding process, adequate time to respond and assistance in responding to a solicitation;
  - (v) Negotiating in good faith with MBE and firms that employ minority workers;
  - (vi) Assisting interested MBE and firms that employ minority workers in obtaining bonding, lines of credit or insurance;
  - (vii) Assisting interested MBE and firms that employ minority workers in obtaining necessary equipment, supplies or materials;
  - (viii) Seeking services from available minority community organizations; minority contractors' groups, minority business assistance offices and other organizations, as appropriate, to provide assistance in recruiting MBE and minority workers;
  - (ix) If an MBE or a firm that employs minority workers is rejected, providing sound reasons for rejection based on a thorough investigation of the firm;
  - (x) Providing payroll records or other evidence showing the percentage of minority workers employed on the project or the percentage of project hours completed by minority workers;
  - (xi) All other good faith efforts or evidence of due diligence to meet the City's minority participation goals.
- F. The minority participation goals shall be reviewed annually by the City Manager or his designee. Any changes of the goals shall require a majority vote by Decatur City Council.

**SECTION 10-4. PROGRAM ADMINISTRATION:**

- A. The Public Works Director, or his designee, shall:
- (i) Administer and enforce the provisions of this Article;
  - (ii) Monitor, track and report on contractors over the contract duration to ensure compliance with this Article.

**SECTION 10-5. PENALTIES:**

- A. If a contractor fails to meet the City's minority participation goals and fails to provide evidence of a good faith effort to meet the goals, the Public Works Director or his designee may, as appropriate:
- (i) Order immediate corrective action, as appropriate and practicable, to meet the minority participation goals or to show a good faith effort toward meeting the goals;
  - (ii) Assess a fine or penalty not to exceed \$2,000 for each offense, and each day on which a violation occurs or continues shall be considered a separate offense;
  - (iii) Withhold the fine or penalty assessed from the unpaid portion of the contract;

**INFORMATION FOR BIDDERS:  
MINORITY PARTICIPATION GOALS  
FOR PUBLIC WORKS CONTRACTS**

- (iv) Order that the contractor will not be considered a responsive responsible bidder for future City projects until the contractor provides evidence of making a good faith effort toward meeting the City's minority participation goals.

**SECTION 10-6. APPEALS:**

The penalty assessed by the Public Works Director or his designee shall be appealable to the City's Human Relations Commission.

**SECTION 10-7. WAIVER:**

- A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
  - (i) Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
  - (ii) Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.
- B. The Public Works Director or his designee may, at his or her discretion, waive the minority participation goals upon finding:
  - (i) The project is essential for city operations;
  - (ii) Emergency circumstances require a waiver;
  - (iii) Evidence of a good faith effort by the contractor;
  - (iv) Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.

**END OF  
INFORMATION FOR BIDDERS  
MINORITY PARTICIPATION GOALS  
FOR PUBLIC WORKS CONTRACTS**

## **BID PROPOSAL**

### **RETURN WITH BID**

For Construction of: **32ND ST AND FULTON AVE DRAINAGE  
IMPROVEMENTS PROJECT**

City Project No.: **2016-04**

Owner: **City of Decatur, Illinois**

Prospective Bidder:

The undersigned Bidder, having examined the specifications, drawings and all other documents contained in the Contract Documents, and having examined the site where the work is being performed, and having familiarized themselves with any local conditions affecting the work and having knowledge of the cost of work at the place where the work is to be done, hereby proposes to execute and perform the formal Contract set forth in these Contract Documents, of which this Proposal forms a part, and will do the work therein described on the terms and conditions therein set forth; and furnish all required labor, materials, tools, equipment, transportation and services for said work, and pay all applicable taxes and other incidental costs, all in strict conformity with the drawings and specifications forming a part of the Contract Documents, for an amount computed upon the basis of the quantity of work actually performed at the bid prices noted below.

It is understood that any listed quantities of work to be performed at unit prices are approximate only and are intended principally to serve as a guide in evaluating bids.

It is further agreed that any quantities of work to be performed at unit prices and material to be furnished may be increased or decreased as may be considered necessary, in the opinion of the Owner, to complete the work fully as planned and contemplated and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth in the Bid Proposal, except as provided for in the General Conditions.

It is further agreed that any lump sum prices may be increased to cover additional work ordered by the Owner, but not shown on the plans or required by the specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered. Where supplemental unit prices are available, they shall be used to adjust lump sum prices.

By submitting a bid, the Bidder acknowledges the understanding that the bid process is solely intended to serve the public interest in achieving the highest quality of services and goods at the lowest price, and that no right, interest, or expectation shall vest or inure to the benefit of Bidders as a result of any reliance or participation in the process.

## BID PROPOSAL

### RETURN WITH BID

In submitting this Proposal, it is understood that the right is reserved by the Owner to reject any or all Proposals and waive informalities or irregularities in Proposals. The Owner also reserves the right to delay the award of a contract for a period not to exceed 45 days from the date of the opening.

The undersigned further agrees, if awarded the Contract for the work included in this Proposal, to begin and to complete and deliver the work contemplated in accordance with all the conditions set forth in the Contract Documents.

The undersigned has carefully checked the figures inserted by them and understands that they are the Bidder's sole responsibility, and the Owner will not be responsible for any errors or omissions on the part of the undersigned Bidder in preparing this Proposal.

The undersigned certifies that this Proposal is genuine, not collusive, or made in the interest or behalf of any person not named as provided in the Instruction to Bidders, and that the undersigned has not, directly, or indirectly, induced or solicited any other Bidder, or induced any other person, firm, or corporation to refrain from submitting a proposal, and the undersigned has not in any manner sought by collusion to secure for themselves an advantage over any other Bidder.

Attached, as a proposal guaranty, is a properly certified check made payable to "Treasurer, City of Decatur", Decatur, Illinois, in an amount not less than ten (10) percent of the bid; or a cashier's check made payable to "Treasurer, City of Decatur", Decatur, Illinois, in an amount not less than ten (10) percent of the bid; or a bid bond on a form approved by the City of Decatur, executed by a surety company satisfactory to the City in an amount not less than ten (10) percent of the bid.

It is expressly understood that the proposal guaranty is given as a guarantee that the bidder will execute the contract and furnish acceptable bonds and required insurance, if awarded the work and the amount thereof represents the agreed damages that the Owner will sustain if the bidder fails or refuses within ten (10) days from and including the date of the Notice of Award of the Contract, to execute and deliver said Contract and deliver the required bonds and insurance shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty which shall become the property of the City, not as penalty, but in liquidation of damages done. Award may be then made to the next lowest qualified bidder, or the work re-advertised and constructed under contract, or otherwise, as the City may decide.

The Bidder grants the Owner the right to hold the lowest three (3) Proposals received, together with the accompanying bid securities, for a period of 45 days after the date of opening of said Proposals.

## BID PROPOSAL

### RETURN WITH BID

The undersigned Bidder further grants the Owner the right to award this Contract on the basis of any possible combinations of Base Bid and add/deduct alternate(s) (if any) that best suits the Owner's needs.

The undersigned Bidder acknowledges receipt of the following addenda:

| Addendum # | Dated         | Initial   |
|------------|---------------|-----------|
| <u>#1</u>  | <u>5-1-20</u> | <u>BZ</u> |
| <u> </u>   | <u> </u>      | <u> </u>  |
| <u> </u>   | <u> </u>      | <u> </u>  |
| <u> </u>   | <u> </u>      | <u> </u>  |

The undersigned Bidder expressly agrees to the following provisions:

- A. That the bid stated shall include the utilization of the Subcontractor(s) listed in the List of Subcontractors below.
- B. That the Subcontractor(s) listed below shall not be changed by the Contractor unless the Subcontractor(s) are unable to perform due to bankruptcy, labor strikes, or termination of business by the Subcontractor(s).
- C. That any Subcontractor(s) shall be subject to Owner approval.

List below any Subcontractor(s) whose subcontract(s) exceed \$ 5,000.

|    | SUBCONTRACTOR  | TYPE OF WORK   |
|----|----------------|----------------|
| 1. | <u>Dunn Co</u> | <u>Asphalt</u> |
| 2. | <u> </u>       | <u> </u>       |
| 3. | <u> </u>       | <u> </u>       |
| 4. | <u> </u>       | <u> </u>       |

**ADDENDUM NO. 1**

**TO PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS FOR:  
32<sup>nd</sup> St AND FULTON AVE DRAINAGE IMPROVEMENTS PROJECT  
CITY PROJECT 2016-04  
DATED APRIL 2020**

**AD-1-1 NOTICE**

- 1.01 This Addendum No. 1 dated May 1, 2020, to the Plans, Specifications and Contract Documents for the above captioned project, supersedes all contrary and conflicting information of the above-mentioned bid proposal documents, which are hereby supplemented in certain particulars as follows:

**AD-1-2 BID PROPOSAL**

- 2.01 Insert the attached pre-bid meeting sign-in sheet and meeting minutes from the Pre-Bid Meeting on April 22, 2020

**AD-1-3 INSTRUCTION TO BIDDERS**

- 3.01 The Bid submittal time and place will remain the same at the City's Purchasing Division located on the first floor of the Civic Center on the south side of the building at the service door East of the main building entrance at #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523. A doorbell is located at that entrance. The City Building (Civic Center) is closed to the public due to COVID 19, it is recommended the Bidder provide additional time to allow for delays when submitting the Bid. No Bids will be accepted after the required submittal time. Bids will still be publicly read in the front room of the Civic Center main entrance – Rm 100

Please make the proper acknowledgment of **addenda #1** on page 15 of your bidding documents.

**END OF ADDENDUM NO. 1**

City Engineer:  Date: May 1, 2020

Date \_\_\_\_\_, 2020

(If an Individual)  
Signature of Bidder

(SEAL)

Tax ID #:

Business Address &  
Email Address(If a Co-Partnership)  
Firm Name

(SEAL)

By:

Business Address &  
Email AddressNames of All  
Members of Firm(If a Corporation)  
Corporate Name

LURA Co INC

E. ID 37-1415458

By:

Vice-President

Business Address &  
Email Address

15720 MAIN LANE

BLUNA 930 @ PCH. Road

WILHELM IL 61882

Names of Officers

DANN LARA

President

SUSAN LARA

Secretary

SUSAN LARA

Treasurer

Attest:

Susan V. LARA

Secretary





**BID PROPOSAL**  
**RETURN WITH BID**

**CITY OF DECATUR, ILLINOIS**  
**DEPARTMENT OF PUBLIC WORKS**  
**For**  
**32ND ST AND FULTON AVE DRAINAGE IMPROVEMENTS PROJECT**  
**CITY PROJECT 2016-04**

| <b>BID<br/>ITEM</b> | <b>DESCRIPTION</b>                | <b>PAY<br/>UNIT</b> | <b>QTY</b> | <b>UNIT PRICE</b> | <b>EXTENSION</b> |
|---------------------|-----------------------------------|---------------------|------------|-------------------|------------------|
| 20100110            | TREE REMOVAL (6 TO 15 UNITS DIA)  | UNIT                | 24         | <u>400.00</u>     | <u>9,600.00</u>  |
| 20100210            | TREE REMOVAL (OVER 15 UNITS DIA)  | UNIT                | 50         | <u>900.00</u>     | <u>45,000.00</u> |
| 20800150            | TRENCH BACKFILL                   | CU YD               | 1,550      | <u>42.00</u>      | <u>65,100.00</u> |
| 20900110            | POROUS GRANULAR BACKFILL          | CU YD               | 35         | <u>50.00</u>      | <u>1,750.00</u>  |
| 21400100            | GRADING AND SHAPING DITCHES       | FOOT                | 3,851      | <u>3.00</u>       | <u>11,553.00</u> |
| 25000100            | SEEDING CLASS I                   | SQ YD               | 5,895      | <u>2.00</u>       | <u>11,790.00</u> |
| 25000400            | NITROGEN FERTILIZER NUTRIENT      | POUND               | 110        | <u>8.00</u>       | <u>880.00</u>    |
| 25000500            | PHOSPHORUS FERTILIZER NUTRIENT    | POUND               | 110        | <u>8.00</u>       | <u>880.00</u>    |
| 25000600            | POTASSIUM FERTILIZER NUTRIENT     | POUND               | 110        | <u>8.00</u>       | <u>880.00</u>    |
| 25100105            | MULCH METHOD I                    | SQ YD               | 726        | <u>5.00</u>       | <u>3,630.00</u>  |
| 25100630            | EROSION CONTROL BLANKET           | SQ YD               | 5,169      | <u>3.60</u>       | <u>18,608.40</u> |
| 28000250            | TEMPORARY EROSION CONTROL SEEDING | POUND               | 114        | <u>15.00</u>      | <u>1,710.00</u>  |
| 28000305            | TEMPORARY DITCH CHECKS            | FOOT                | 336        | <u>10.00</u>      | <u>3,360.00</u>  |
| 28000400            | PERIMETER EROSION BARRIER         | FOOT                | 548        | <u>3.70</u>       | <u>2,027.60</u>  |
| 28000510            | INLET FILTERS                     | EACH                | 38         | <u>155.00</u>     | <u>5,890.00</u>  |
| 28100105            | STONE RIPRAP, CLASS A3            | SQ YD               | 470        | <u>12.00</u>      | <u>5,640.00</u>  |
| 28200200            | FILTER FABRIC                     | SQ YD               | 470        | <u>3.00</u>       | <u>1,410.00</u>  |

**BID PROPOSAL**  
**RETURN WITH BID**

| <b>BID<br/>ITEM</b> | <b>DESCRIPTION</b>                                    | <b>PAY<br/>UNIT</b> | <b>QTY</b> | <b>UNIT PRICE</b> | <b>EXTENSION</b> |
|---------------------|-------------------------------------------------------|---------------------|------------|-------------------|------------------|
| 40200500            | AGGREGATE SURFACE COURSE<br>TYPE B, 6"                | SQ YD               | 170        | <u>12.00</u>      | <u>2,040.00</u>  |
| 42300200            | PORTLAND CEMENT CONCRETE<br>DRIVEWAY PAVEMENT, 6 INCH | SQ YD               | 60         | <u>72.00</u>      | <u>4,320.00</u>  |
| 42400200            | PORTLAND CEMENT CONCRETE<br>SIDEWALK                  | SQ FT               | 1,590      | <u>7.50</u>       | <u>11,925.00</u> |
| 42400800            | DETECTABLE WARNINGS                                   | SQ FT               | 32         | <u>50.00</u>      | <u>1,600.00</u>  |
| 44000200            | DRIVEWAY PAVEMENT REMOVAL                             | SQ YD               | 235        | <u>5.00</u>       | <u>1,175.00</u>  |
| 44000500            | COMBINATION CURB AND<br>GUTTER REMOVAL                | FOOT                | 365        | <u>8.00</u>       | <u>2,920.00</u>  |
| 44000600            | SIDEWALK REMOVAL                                      | SQ FT               | 1,590      | <u>4.00</u>       | <u>6,360.00</u>  |
| 44201717            | CLASS D PATCHES, TYPE II, 6 INCH                      | SQ YD               | 48         | <u>96.00</u>      | <u>4,608.00</u>  |
| 44201721            | CLASS D PATCHES, TYPE III, 6<br>INCH                  | SQ YD               | 200        | <u>92.00</u>      | <u>18,400.00</u> |
| 44201723            | CLASS D PATCHES, TYPE IV, 6<br>INCH                   | SQ YD               | 655        | <u>90.00</u>      | <u>58,950.00</u> |
| 50105220            | PIPE CULVERT REMOVAL                                  | FOOT                | 635        | <u>6.00</u>       | <u>3,810.00</u>  |
| 54010402            | PRECAST CONCRETE BOX<br>CULVERTS 4'X2'                | FOOT                | 25         | <u>520.00</u>     | <u>13,000.00</u> |
| 54010502            | PRECAST CONCRETE BOX<br>CULVERTS 5'X2'                | FOOT                | 43         | <u>621.00</u>     | <u>26,703.00</u> |
| 54010602            | PRECAST CONCRETE BOX<br>CULVERTS 6'X2'                | FOOT                | 106        | <u>650.00</u>     | <u>68,900.00</u> |
| 54213657            | PRECAST REINFORCED CONCRETE<br>FLARED END SECTION 12" | EACH                | 1          | <u>550.00</u>     | <u>550.00</u>    |
| 54261712            | STEEL FLARED END SECTIONS 12"                         | EACH                | 35         | <u>275.00</u>     | <u>9,625.00</u>  |
| 542D0217            | PIPE CULVERTS, CLASS D, TYPE I<br>12"                 | FOOT                | 601        | <u>36.00</u>      | <u>21,636.00</u> |
| 550A0050            | STORM SEWERS, CLASS A, TYPE 1,<br>12"                 | FOOT                | 145        | <u>36.00</u>      | <u>5,220.00</u>  |
| 550A0140            | STORM SEWERS, CLASS A, TYPE 1,<br>30"                 | FOOT                | 267        | <u>86.00</u>      | <u>22,962.00</u> |
| 550A0340            | STORM SEWERS, CLASS A, TYPE 2<br>12"                  | FOOT                | 48         | <u>36.00</u>      | <u>1,728.00</u>  |

**BID PROPOSAL**  
**RETURN WITH BID**

| BID<br>ITEM | DESCRIPTION                                                | PAY<br>UNIT | QTY   | UNIT PRICE     | EXTENSION         |
|-------------|------------------------------------------------------------|-------------|-------|----------------|-------------------|
| 550A0380    | STORM SEWERS, CLASS A, TYPE 2<br>18"                       | FOOT        | 1,303 | <u>41.00</u>   | <u>53,423.00</u>  |
| 550A0400    | STORM SEWERS, CLASS A, TYPE 2<br>21"                       | FOOT        | 284   | <u>47.00</u>   | <u>13,348.00</u>  |
| 550A0410    | STORM SEWERS, CLASS A, TYPE 2<br>24"                       | FOOT        | 715   | <u>55.00</u>   | <u>39,325.00</u>  |
| 550A0430    | STORM SEWERS, CLASS A, TYPE 2<br>30"                       | FOOT        | 276   | <u>81.00</u>   | <u>22,356.00</u>  |
| 550A0450    | STORM SEWERS, CLASS A, TYPE 2<br>36"                       | FOOT        | 1,866 | <u>103.00</u>  | <u>192,198.00</u> |
| 550B0340    | STORM SEWERS, CLASS B, TYPE 2<br>12"                       | FOOT        | 184   | <u>36.00</u>   | <u>6,624.00</u>   |
| 55100300    | STORM SEWER REMOVAL 8"                                     | FOOT        | 7     | <u>10.00</u>   | <u>70.00</u>      |
| 55100400    | STORM SEWER REMOVAL 12"                                    | FOOT        | 23    | <u>12.00</u>   | <u>276.00</u>     |
| 55100900    | STORM SEWER REMOVAL 18"                                    | FOOT        | 364   | <u>15.00</u>   | <u>5,460.00</u>   |
| 55101200    | STORM SEWER REMOVAL 24"                                    | FOOT        | 21    | <u>20.00</u>   | <u>420.00</u>     |
| 56106300    | ADJUSTING WATER MAIN 6"                                    | FOOT        | 110   | <u>60.00</u>   | <u>6,600.00</u>   |
| 56106400    | ADJUSTING WATER MAIN 8"                                    | FOOT        | 35    | <u>85.00</u>   | <u>2,975.00</u>   |
| 59300100    | CONTROLLED LOW-STRENGTH<br>MATERIAL                        | CU YD       | 20    | <u>95.00</u>   | <u>1,900.00</u>   |
| 60218300    | MANHOLES, TYPE A, 4'-DIAMETER,<br>TYPE I FRAME, OPEN LID   | EACH        | 1     | <u>2700.00</u> | <u>2,700.00</u>   |
| 60218400    | MANHOLES, TYPE A, 4'-DIAMETER,<br>TYPE I FRAME, CLOSED LID | EACH        | 3     | <u>2700.00</u> | <u>8,100.00</u>   |
| 60219000    | MANHOLES, TYPE A, 4'-DIAMETER,<br>TYPE 8 GRATE             | EACH        | 5     | <u>2650.00</u> | <u>13,250.00</u>  |
| 60219200    | MANHOLES, TYPE A, 4'-DIAMETER,<br>TYPE 10 FRAME AND GRATE  | EACH        | 2     | <u>3000.00</u> | <u>6,000.00</u>   |
| 60221000    | MANHOLES, TYPE A, 5'-DIAMETER,<br>TYPE I FRAME, OPEN LID   | EACH        | 3     | <u>3500.00</u> | <u>10,500.00</u>  |
| 60221100    | MANHOLES, TYPE A, 5'-DIAMETER,<br>TYPE I FRAME, CLOSED LID | EACH        | 2     | <u>3600.00</u> | <u>7,200.00</u>   |

**BID PROPOSAL**  
**RETURN WITH BID**

| <b>BID<br/>ITEM</b> | <b>DESCRIPTION</b>                                                      | <b>PAY<br/>UNIT</b> | <b>QTY</b> | <b>UNIT PRICE</b> | <b>EXTENSION</b> |
|---------------------|-------------------------------------------------------------------------|---------------------|------------|-------------------|------------------|
| 60221700            | MANHOLES, TYPE A, 5'-DIAMETER,<br>TYPE 8 GRATE                          | EACH                | 4          | <u>3450.00</u>    | <u>13,800.00</u> |
| 60221701            | MANHOLES, TYPE A, 5'-DIAMETER,<br>TYPE 8 GRATE SPECIAL                  | EACH                | 2          | <u>3500.00</u>    | <u>7,000.00</u>  |
| 60223800            | MANHOLES, TYPE A, 6'-DIAMETER,<br>TYPE 1 FRAME, CLOSED LID              | EACH                | 1          | <u>5300.00</u>    | <u>5300.00</u>   |
| 60224005            | MANHOLES, TYPE A, 6'-DIAMETER,<br>TYPE 8 GRATE                          | EACH                | 3          | <u>5300.00</u>    | <u>15,900.00</u> |
| 60236200            | INLETS, TYPE A, TYPE 8 GRATE                                            | EACH                | 13         | <u>800.00</u>     | <u>10,400.00</u> |
| 60236700            | INLETS, TYPE A, TYPE 10 FRAME<br>AND GRATE                              | EACH                | 2          | <u>950.00</u>     | <u>1,900.00</u>  |
| 60240301            | INLETS, TYPE B, TYPE 8 GRATE                                            | EACH                | 2          | <u>2450.00</u>    | <u>4,900.00</u>  |
| 60500040            | REMOVING MANHOLES                                                       | EACH                | 1          | <u>250.00</u>     | <u>250.00</u>    |
| 60500060            | REMOVING INLETS                                                         | EACH                | 4          | <u>150.00</u>     | <u>600.00</u>    |
| 60602800            | CONCRETE GUTTER, TYPE B                                                 | FOOT                | 358        | <u>45.00</u>      | <u>16,110.00</u> |
| 63000001            | STEEL PLATE BEAM GUARDRAIL,<br>TYPE A, 6 FOOT POSTS                     | FOOT                | 110        | <u>120.00</u>     | <u>13,200.00</u> |
| 63200310            | GUARDRAIL REMOVAL                                                       | FOOT                | 110        | <u>20.00</u>      | <u>2,200.00</u>  |
| 67100100            | MOBILIZATION                                                            | L SUM               | 1          | <u>25,000.00</u>  | <u>25,000.00</u> |
| X0322916            | PROPOSED STORM SEWER<br>CONNECTION TO EXISTING SEWER                    | EACH                | 2          | <u>975.00</u>     | <u>1,950.00</u>  |
| X0322918            | PROPOSED MANHOLE/CATCH<br>BASIN CONNECTION OVER<br>EXISTING STORM SEWER | EACH                | 5          | <u>2000.00</u>    | <u>10,000.00</u> |
| X0322936            | REMOVE EXISTING FLARED END<br>SECTION                                   | EACH                | 40         | <u>200.00</u>     | <u>8,000.00</u>  |
| X0324585            | SANITARY SEWER SERVICE<br>REMOVAL AND REPLACEMENT                       | EACH                | 20         | <u>700.00</u>     | <u>14,000.00</u> |
| X0324586            | WATER SERVICE REMOVAL AND<br>REPLACEMENT                                | EACH                | 20         | <u>900.00</u>     | <u>18,000.00</u> |
| X2200020            | FENCE REMOVAL AND<br>REINSTALLATION                                     | FOOT                | 172        | <u>25.00</u>      | <u>4,300.00</u>  |
| X5509900            | ABANDON AND FILL EXISTING<br>STORM SEWER                                | FOOT                | 335        | <u>98.00</u>      | <u>32,830.00</u> |

**BID PROPOSAL**  
**RETURN WITH BID**

| BID<br>ITEM                                                                                                                                                       | DESCRIPTION                                                       | PAY<br>UNIT | QTY  | UNIT PRICE          | EXTENSION           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|-------------|------|---------------------|---------------------|
| X7010216                                                                                                                                                          | TRAFFIC CONTROL AND PROTECTION. (SPECIAL)                         | L SUM       | 1    | <u>25,000.00</u>    | <u>25,000.00</u>    |
| X0324078                                                                                                                                                          | CONFLICT MANHOLE, 5' DIAMETER, TYPE 1 FRAME, CLOSED LID           | EACH        | 2    | <u>8,000.00</u>     | <u>16,000.00</u>    |
| XX000541                                                                                                                                                          | EXPLORATORY EXCAVATION                                            | EACH        | 15   | <u>200.00</u>       | <u>3,000.00</u>     |
| Z0004522                                                                                                                                                          | HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 4"                             | SQ YD       | 145  | <u>125.40</u>       | <u>18,183.00</u>    |
| Z0056608                                                                                                                                                          | STORM SEWER (WATER MAIN REQUIREMENTS) 12 INCH                     | FOOT        | 294  | <u>40.00</u>        | <u>11,760.00</u>    |
| Z0056612                                                                                                                                                          | STORM SEWER (WATER MAIN REQUIREMENTS) 18 INCH                     | FOOT        | 74   | <u>60.00</u>        | <u>4,440.00</u>     |
| X0327477                                                                                                                                                          | WATER MAIN ENCASEMENT 12"                                         | FOOT        | 85   | <u>40.00</u>        | <u>3,400.00</u>     |
| X0327477                                                                                                                                                          | WATER MAIN ENCASEMENT 16"                                         | FOOT        | 85   | <u>50.00</u>        | <u>4,250.00</u>     |
| Z0013798                                                                                                                                                          | CONSTRUCTION LAYOUT                                               | L SUM       | 1    | <u>20,000.00</u>    | <u>20,000.00</u>    |
| Z006000                                                                                                                                                           | UNSUITABLE MATERIAL EXCAVATION, DISPOSAL, & BACKFILL              | CU YD       | 300  | <u>20.00</u>        | <u>6,000.00</u>     |
| Z007000                                                                                                                                                           | SHRUB REMOVAL                                                     | EACH        | 3    | <u>100.00</u>       | <u>300.00</u>       |
| Z008000                                                                                                                                                           | REMOVE AND RELOCATE SHED                                          | EACH        | 3    | <u>1,000.00</u>     | <u>3,000.00</u>     |
| Z009000                                                                                                                                                           | ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK | EACH        | 1    | <u>\$150,000.00</u> | <u>\$150,000.00</u> |
| Z010000                                                                                                                                                           | PRECAST CONCRETE END SECTION TRANSITION (SPECIAL)                 | EACH        | 1    | <u>34,000.00</u>    | <u>34,000.00</u>    |
| Z011000                                                                                                                                                           | TELEVISION INSPECTION OF SEWER, SPECIAL                           | FOOT        | 5088 | <u>1.15</u>         | <u>5,851.20</u>     |
| TOTAL<br>BID                                                                                                                                                      |                                                                   |             |      | <u>1,379,690.20</u> |                     |
| <p>One million three hundred Seventy Nine thousand Six hundred Ninety and <math>\frac{20}{100}</math></p> <p style="text-align: center;">TOTAL BID (IN WORDS)</p> |                                                                   |             |      |                     |                     |



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

**RETURN WITH  
BID**

## Subcontractor Utilization Statement

|                       |          |                 |                             |
|-----------------------|----------|-----------------|-----------------------------|
| Date:                 | 5-8-2020 | Project Title:  | 32ND + FULTON AVE. DRAINAGE |
| Total Contract Value: |          | Project Number: | 2016-04                     |

### Section I: Prime Contractor Information

Prime Contractor: LURA Co. Inc.

Address: 15270 MAIN LANE  
WILDAVE IL 61882

Phone: 217-519-1200

Contact Person: DAN LURA

Email: DLURA@LURA.COM

### Section II: Selected Subcontractors

| Subcontractor Name | MBE or Non-MBE | Amount  | % of Total Contract | Scope of Work |
|--------------------|----------------|---------|---------------------|---------------|
| DUNA COMPANY       | Non            | 100,000 | 13.79               | Asphalt       |
|                    |                |         |                     |               |
|                    |                |         |                     |               |
|                    |                |         |                     |               |
|                    |                |         |                     |               |
|                    |                |         |                     |               |
|                    |                |         |                     |               |
| Totals             |                |         |                     |               |

- If more subcontractors are utilized, please copy this form and attach the additional information.

### Section III: MBE subcontractors that submitted bids but were not selected

| Subcontractor Name | Scope of Work Bid | Reason for Denial |
|--------------------|-------------------|-------------------|
| NONE               |                   |                   |
|                    |                   |                   |
|                    |                   |                   |
|                    |                   |                   |
|                    |                   |                   |

**Section III Continued: MBE subcontractors that submitted bids but were not selected**

| Subcontractor Name | Scope of Work Bid | Reason for Denial |
|--------------------|-------------------|-------------------|
|                    |                   |                   |
|                    |                   |                   |
|                    |                   |                   |
|                    |                   |                   |

- If more firms submitted quotes, please copy this form and attach the additional information.

**Section IV: MBE subcontractors that were contacted for this project**

| Subcontractor Name          | Method of Contact | Contact Outcome     |
|-----------------------------|-------------------|---------------------|
| <i>DOUGLAS TREE SERVICE</i> | <i>PHONE</i>      | <i>NO CALL BACK</i> |
|                             |                   |                     |
|                             |                   |                     |
|                             |                   |                     |
|                             |                   |                     |
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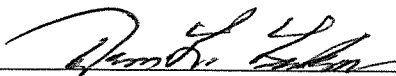
- If more firms were contacted, please copy this form and attach the additional information.

**Section V:**

The City of Decatur is committed to promoting minority participation in public works construction projects and in accordance with Article 28-10 of the City Code, has established the subcontractor utilization goal of 10% Minority Business Enterprises that are to be used in the execution of this project. Prime Contractors have an obligation to make a good faith effort to advance the City's commitment to increase diversity among the firms working on City construction projects.

**This form must be completed and submitted with the bid proposal.** All subcontractors intended for use on this project shall be listed in the columns above; along with the total amount to be paid to the subcontractors; percentage of total contract; and scope of work. If for whatever reason the Prime Contractor has to utilize a subcontractor not listed above, they must submit a **Notification of Change in Participation** with the necessary support documentation.

The undersigned certifies that the information included herein is true and correct; the subcontractors listed above have agreed to perform the scope of work described. The undersigned further certifies that it has no controlling, dominating, or conflict of interest in any of the listed subcontractors.



Signature of Prime Contractor

*5-4-2020*

Date



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

**RETURN WITH BID WHEN  
REQUIRED**

### Minority Business Enterprise Participation Waiver Request

|       |          |                 |                                  |
|-------|----------|-----------------|----------------------------------|
| Date: | 5-6-2020 | Project Title:  | 32nd & Fisk St. Driveway Project |
|       |          | Project Number: | 2019-04                          |

Prime Contractor: LUNA CO INC

Address: 15273 MAN LANE  
WILKENS, IL 61882

Phone: 217-519-1200

Contact Person: DAN LUNA

Email: DLUNA@360AOL.COM

We hereby request that the City waive the Minority Business Enterprise (MBE) participation goals on the above named project for the following reason(s). We further affirm that the stated reasons and documents provided are true and correct and not misleading.

**CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE SUBMITTED AS INDICATED.**

|                          |                                                                                                                                                                                        |
|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | An insufficient number of MBEs responded to our invitation to bid. (Attach a list of MBEs contacted for each work item to be subcontracted along with the dollar amount for each item) |
| <input type="checkbox"/> | No subcontracting opportunities exist. (Attach explanation)                                                                                                                            |
| <input type="checkbox"/> | The award of subcontract(s) is impracticable. (Attach explanation)                                                                                                                     |
| <input type="checkbox"/> | Other – (State reason and attach explanation)                                                                                                                                          |

Dan Luna Signature of Prime Contractor 5-6-2020 Date

**FOR OFFICIAL USE ONLY**

|                                   |                                      |
|-----------------------------------|--------------------------------------|
| <input type="checkbox"/> APPROVED | <input type="checkbox"/> DISAPPROVED |
|-----------------------------------|--------------------------------------|

**The minority participation goals are waived on this project for the following reason(s) (see Article 28-10-7 City Code):**

|                                     |                                                                                                |
|-------------------------------------|------------------------------------------------------------------------------------------------|
| <input type="checkbox"/>            | The project is essential for City operations.                                                  |
| <input type="checkbox"/>            | Emergency circumstances require a waiver.                                                      |
| <input type="checkbox"/>            | Evidence of a good faith effort by the contractor.                                             |
| <input type="checkbox"/>            | The contractor will self-perform all work and will not subcontract any portion of the project. |
| <input checked="" type="checkbox"/> | The contractor proposes to meet City MBE goal. No Waiver Required                              |

REVIEWED BY:

\_\_\_\_\_  
Public Works Director Date



**Section III: Selected MBE Subcontractors**

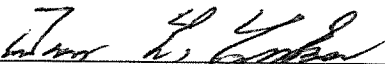
| Subcontractor Name              | Estimated Amount | Est. % of Total Contract | Actual Amount | Actual % of Total Contract |
|---------------------------------|------------------|--------------------------|---------------|----------------------------|
|                                 |                  |                          |               |                            |
|                                 |                  |                          |               |                            |
|                                 |                  |                          |               |                            |
|                                 |                  |                          |               |                            |
|                                 |                  |                          |               |                            |
|                                 |                  |                          |               |                            |
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|                                 |                  |                          |               |                            |
|                                 |                  |                          |               |                            |
|                                 |                  |                          |               |                            |
|                                 |                  |                          |               |                            |
|                                 |                  |                          |               |                            |
| <b>MBE Subcontractor Totals</b> |                  |                          |               |                            |

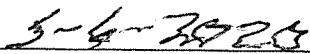
If more subcontractors are utilized, please copy this form and attach the additional information.

**CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE SUBMITTED AS INDICATED.**

|                          |                                                                                                                                                                                                                        |
|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | MBE Goal for subcontractor utilization of 10% <u>has been</u> reached                                                                                                                                                  |
| <input type="checkbox"/> | MBE Goal for subcontractor utilization of 10% <u>has not been</u> reached but Contractor <u>has</u> met the goal estimated on the <b>Subcontractor Utilization Statement</b> submitted at Bid                          |
| <input type="checkbox"/> | MBE Goal for subcontractor utilization of 10% <u>has not been</u> reached and Contractor <u>has not</u> met the goal estimated on the <b>Subcontractor Utilization Statement</b> submitted at Bid (attach explanation) |
| <input type="checkbox"/> | Other – (State reason and attach explanation)                                                                                                                                                                          |

The undersigned certifies that the information included herein is true and correct, failure to submit this form may result in delay of the final payment.

  
 \_\_\_\_\_  
 Signature of Prime Contractor

  
 \_\_\_\_\_  
 Date

# NON-COLLUSION AFFIDAVIT

RETURN WITH BID

STATE OF ILLINOIS )

) ss

COUNTY OF MACON )

STAN L. LUNA, being first duly sworn, deposes and says that they are President (sole owner, partner, president, secretary, etc.) of LUNA CONCRETE, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted their bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in their general business.

Signed:

[Signature]  
Title

Subscribed and sworn to before me this 6 day of May, 2020.  
(SEAL) **OFFICIAL SEAL**  
**Christopher Roth**  
Notary Public, State of Illinois  
My Commission Expires May 27, 2020

[Signature]  
Notary Public

\*The Owner reserves the right, before any award of contract is made, to require of any bidder to whom it may make an award of the Contract, a duly executed non-collusion affidavit in the form designated above.



# AIA Document A310tm - 2010

## Bid Bond

### Contractor:

*(Name, Legal Status and Address)*

Luka Company, Inc.  
15270 M&N Lane  
Weldon IL 61882

### Surety:

*(Name, Legal Status and Principal Place of Business)*

Washington International Insurance Company  
1200 Main Street Suite 800  
Kansas City MO 64105

### Owner:

*(Name, Legal Status and Address)*

City of Decatur  
1 Gary K Anderson Plaza  
Decatur IL 62523

**Bond Amount:** Ten percent of bid

### Project:

*(Name, location or address, and Project number, if any)*

32nd St & Fulton Ave Drainage Improvements Project  
City Project 2016-04

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and give such bond or bonds as may be Specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waived any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

The document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Signed and sealed this 6<sup>th</sup> day of May , 2020

Luka Company, Inc.

*(Contractor as Principal)*

(Seal)

(Witness)

(Title)

Washington International Insurance Company

(Surety)

(Seal)

Catherine R Abel

(Witness)

(Title) Blake E Allison Attorney-in-Fact

State of Illinois

} ss:

County of Macon

On 6<sup>th</sup> day of May, 2020 before me, Catherine L Ater, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Blake E Allison

known to me to be Attorney-in-Fact of Washington International Insurance Company  
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

Catherine L Ater  
(Notary Public)



SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY  
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make constitute and appoint:

KEVIN J. BREHENY, RANDY S. CANNADY, TIM R. PATTON, GREG NUSSBAUM,

DANIEL A. MARTINI, BLAKE E. ALLISON, RANDY S. TAYLOR, JAMES D. MORGASON and ASHLYN B. TUCKER, JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

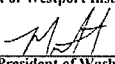
This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By   
Steven P. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company  
& Senior Vice President of Westport Insurance Corporation

By   
Michael A. Ito, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company  
& Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 23rd day of APRIL, 20 20.

North American Specialty Insurance Company  
Washington International Insurance Company  
Westport Insurance Corporation

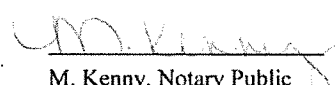
State of Illinois  
County of Cook ss:

On this 23rd day of APRIL, 20 20, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President

of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



  
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 6th day of May, 20 20.

## CONTRACT

THIS CONTRACT, made and entered into this 18th day of May 2020, by and between the City of Decatur, Illinois, hereinafter called "Owner", and Luka Co., Inc., hereinafter called the "Contractor".

### WITNESSETH:

That for and in consideration of the payments, covenants, and agreements stated herein, the Contractor and Owner agree as follows:

1. The Contractor shall perform and complete in a Good and Workmanlike Manner all Work required in connection with **"32ND ST AND FULTON AVE DRAINAGE IMPROVEMENTS PROJECT, CITY PROJECT 16-04"**, all in strict accordance with the Contract Documents, including any and all Addenda prepared by the City Engineer, with specifications and drawings are made a part of this Contract; and in strict compliance with the Contractor's Bid Proposal and the other Contract Documents herein mentioned, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.
2. Payments are to be made to the Contractor by the Owner in accordance with and subject to the provisions embodied in the documents made a part of this Contract, or as prescribed by law.
3. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the Owner to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and substantially complete all Work under this Contract.
4. **A Completion Date is in effect for this project in accordance with Section 108 of the Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction. The Completion Date for this project is May 1, 2021.**
5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

Advertisement for Bids  
Information for Bidders  
Bid Proposal  
Performance Bond  
Non-Collusion Affidavit  
Contract (This Instrument)  
Contract Change Orders  
Addenda No. 1 dated May 1, 2020

General Conditions  
Special Conditions  
Standard Specifications  
Project Drawings  
Special Provisions  
Supplemental Specifications  
Appendix(s)

## CONTRACT

The above-named documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work product.

In case of discrepancy, the order of precedence is as follows:

1. Contract Change Orders
2. Addenda
3. Contract
4. Special Provisions & Drawings
5. Special Conditions
6. Supplemental Specifications
7. General Conditions

In the event there is a conflict between any of the above listed documents, the provision of the document with the lower numerical value shall govern over those documents with a high numerical value.

The Contractor shall not take advantage of any apparent error or omission in the plans or specifications. In the event the Contractor discovers such an error or omission, the bidder shall immediately notify the Owner. The Owner will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

6. It is agreed by the parties to this Contract that this Contract shall be executed in quadruplicate, one copy for the Contractor, and three copies for the Owner.

ATTEST:

CITY OF DECATUR, ILLINOIS

\_\_\_\_\_  
CITY CLERK

By \_\_\_\_\_  
MAYOR

Luka Co., Inc.

\_\_\_\_\_  
SECRETARY (Corporate Seal)

By \_\_\_\_\_  
PRESIDENT





## City of Decatur, Illinois

## Contract Bond

Project 32ND ST AND FULTON AVE DRAINAGE IMPROVEMENTS PROJECT

Project Number 2016-04

We, Luka Co., Inc.

a/an) ☐ Individual ☐ Co-partnership ☐ Corporation organized under the laws of the \_\_\_\_\_ ,  
as PRINCIPAL, and \_\_\_\_\_

\_\_\_\_\_ as SURETY,

are held and firmly bound unto the City of Decatur (hereafter referred to as "CITY") in the penal sum of  
One Million, Three Hundred Seventy-Nine Thousand, Six Hundred Ninety and 20/100-----

----- Dollars ( \$1,379,690.20 ), lawful money of  
United States, well and truly to be paid unto said CITY, for the payment of which we bind ourselves, our heirs,  
executors, administrators, successors, jointly to pay to the CITY this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the CITY for the construction of work on the above City Project, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the CITY harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_

**PRINCIPAL**

Luka Co., Inc.

(Company Name)

By: \_\_\_\_\_  
(Signature & Title)

Attest: \_\_\_\_\_  
(Signature & Title)

(Company Name)

By: \_\_\_\_\_  
(Signature & Title)

Attest: \_\_\_\_\_  
(Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf or PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_

My commission expires \_\_\_\_\_

Notary Public

(SEAL)

**SURETY**

By: \_\_\_\_\_  
(Signature of Attorney-in-Fact)

(Name of Surety)

STATE OF ILLINOIS,

(SEAL)

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf or SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_

My commission expires \_\_\_\_\_

Notary Public

(SEAL)

**CITY OF DECATUR**

Approved this 18<sup>th</sup> day of May, A.D. 2020

Attest:

City Council

Kim Althoff, City Clerk

City of Decatur, Illinois

City

Clerk

Julie Moore Wolfe, Mayor

Project Name: 32nd St. and Fulton Ave Drainage Improvements Project

Project Number: 2016-04

Bid Date: 05/06/2020

Time: 10:00 a.m.

Fund: Sanitary Sewer

Organization Code: 78487806

Object Code: 489040

Engineer's Estimate

City Engineering Division

Luka Co., Inc.

15270 Main Lane  
Weldon, IL 61882

Entler Excavating Co., Inc.

819 N Sunnyside Rd  
Decatur, IL 62522

| Item Number | Pay Item                                           | Quantity | Unit  | Unit Price | Total        | Unit Price | Total        | Unit Price | Total        |
|-------------|----------------------------------------------------|----------|-------|------------|--------------|------------|--------------|------------|--------------|
| 20100110    | TREE REMOVAL (6 TO 15 UNITS DIA)                   | 24       | UNIT  | \$40.00    | \$960.00     | \$400.00   | \$9,600.00   | \$70.00    | \$1,680.00   |
| 20100210    | TREE REMOVAL (OVER 15 UNITS DIA)                   | 50       | UNIT  | \$50.00    | \$2,500.00   | \$900.00   | \$45,000.00  | \$90.00    | \$4,500.00   |
| 20800150    | TRENCH BACKFILL                                    | 1,550    | CU YD | \$45.00    | \$69,750.00  | \$42.00    | \$65,100.00  | \$55.00    | \$85,250.00  |
| 20900110    | POROUS GRANULAR BACKFILL                           | 35       | CU YD | \$100.00   | \$3,500.00   | \$50.00    | \$1,750.00   | \$60.00    | \$2,100.00   |
| 21400100    | GRADING AND SHAPING DITCHES                        | 3,851    | FOOT  | \$25.00    | \$96,275.00  | \$3.00     | \$11,553.00  | \$29.00    | \$111,679.00 |
| 25000100    | SEEDING CLASS I                                    | 5,895    | SQ YD | \$0.75     | \$4,421.25   | \$2.00     | \$11,790.00  | \$0.55     | \$3,242.25   |
| 25000400    | NITROGEN FERTILIZER NUTRIENT                       | 110      | POUND | \$1.20     | \$132.00     | \$8.00     | \$880.00     | \$1.33     | \$146.30     |
| 25000500    | PHOSPHORUS FERTILIZER NUTRIENT                     | 110      | POUND | \$1.20     | \$132.00     | \$8.00     | \$880.00     | \$1.33     | \$146.30     |
| 25000600    | POTASSIUM FERTILIZER NUTRIENT                      | 110      | POUND | \$1.20     | \$132.00     | \$8.00     | \$880.00     | \$1.33     | \$146.30     |
| 25100105    | MULCH METHOD I                                     | 726      | SQ YD | \$1.00     | \$726.00     | \$5.00     | \$3,630.00   | \$0.75     | \$544.50     |
| 25100630    | EROSION CONTROL BLANKET                            | 5,169    | SQ YD | \$2.00     | \$10,338.00  | \$3.60     | \$18,608.40  | \$2.00     | \$10,338.00  |
| 28000250    | TEMPORARY EROSION CONTROL SEEDING                  | 114      | POUND | \$5.00     | \$570.00     | \$15.00    | \$1,710.00   | \$2.50     | \$285.00     |
| 28000305    | TEMPORARY DITCH CHECKS                             | 336      | FOOT  | \$15.00    | \$5,040.00   | \$10.00    | \$3,360.00   | \$20.00    | \$6,720.00   |
| 28000400    | PERIMETER EROSION BARRIER                          | 548      | FOOT  | \$3.50     | \$1,918.00   | \$3.70     | \$2,027.60   | \$5.00     | \$2,740.00   |
| 28000510    | INLET FILTERS                                      | 38       | EACH  | \$150.00   | \$5,700.00   | \$155.00   | \$5,890.00   | \$300.00   | \$11,400.00  |
| 28100105    | STONE RIPRAP, CLASS A3                             | 470      | SQ YD | \$38.00    | \$17,860.00  | \$12.00    | \$5,640.00   | \$40.00    | \$18,800.00  |
| 28200200    | FILTER FABRIC                                      | 470      | SQ YD | \$3.00     | \$1,410.00   | \$3.00     | \$1,410.00   | \$5.00     | \$2,350.00   |
| 40200500    | AGGREGATE SURFACE COURSE TYPE B, 6"                | 170      | SQ YD | \$65.00    | \$11,050.00  | \$12.00    | \$2,040.00   | \$15.00    | \$2,550.00   |
| 42300200    | PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH | 60       | SQ YD | \$80.00    | \$4,800.00   | \$72.00    | \$4,320.00   | \$154.00   | \$9,240.00   |
| 42400200    | PORTLAND CEMENT CONCRETE SIDEWALK                  | 1,590    | SQ FT | \$15.00    | \$23,850.00  | \$7.50     | \$11,925.00  | \$11.41    | \$18,141.90  |
| 42400800    | DETECTABLE WARNINGS                                | 32       | SQ FT | \$30.00    | \$960.00     | \$50.00    | \$1,600.00   | \$37.38    | \$1,196.16   |
| 44000200    | DRIVEWAY PAVEMENT REMOVAL                          | 235      | SQ YD | \$15.00    | \$3,525.00   | \$5.00     | \$1,175.00   | \$20.00    | \$4,700.00   |
| 44000500    | COMBINATION CURB AND GUTTER REMOVAL                | 365      | FOOT  | \$12.00    | \$4,380.00   | \$8.00     | \$2,920.00   | \$20.00    | \$7,300.00   |
| 44000600    | SIDEWALK REMOVAL                                   | 1,590    | SQ FT | \$3.00     | \$4,770.00   | \$4.00     | \$6,360.00   | \$3.00     | \$4,770.00   |
| 44201717    | CLASS D PATCHES, TYPE II, 6 INCH                   | 48       | SQ YD | \$125.00   | \$6,000.00   | \$96.00    | \$4,608.00   | \$110.00   | \$5,280.00   |
| 44201721    | CLASS D PATCHES, TYPE III, 6 INCH                  | 200      | SQ YD | \$125.00   | \$25,000.00  | \$92.00    | \$18,400.00  | \$107.00   | \$21,400.00  |
| 44201723    | CLASS D PATCHES, TYPE IV, 6 INCH                   | 655      | SQ YD | \$100.00   | \$65,500.00  | \$90.00    | \$58,950.00  | \$105.00   | \$68,775.00  |
| 50105220    | PIPE CULVERT REMOVAL                               | 635      | FOOT  | \$12.00    | \$7,620.00   | \$6.00     | \$3,810.00   | \$25.00    | \$15,875.00  |
| 54010402    | PRECAST CONCRETE BOX CULVERTS 4'X2'                | 25       | FOOT  | \$280.00   | \$7,000.00   | \$520.00   | \$13,000.00  | \$550.00   | \$13,750.00  |
| 54010502    | PRECAST CONCRETE BOX CULVERTS 5'X2'                | 43       | FOOT  | \$350.00   | \$15,050.00  | \$621.00   | \$26,703.00  | \$600.00   | \$25,800.00  |
| 54010602    | PRECAST CONCRETE BOX CULVERTS 6'X2'                | 106      | FOOT  | \$500.00   | \$53,000.00  | \$650.00   | \$68,900.00  | \$700.00   | \$74,200.00  |
| 54213657    | PRECAST REINFORCED CONCRETE FLARED END SECTION 12" | 1        | EACH  | \$795.00   | \$795.00     | \$550.00   | \$550.00     | \$1,000.00 | \$1,000.00   |
| 54261712    | STEEL FLARED END SECTIONS 12"                      | 35       | EACH  | \$150.00   | \$5,250.00   | \$275.00   | \$9,625.00   | \$250.00   | \$8,750.00   |
| 542D0217    | PIPE CULVERTS, CLASS D, TYPE 1 12"                 | 601      | FOOT  | \$38.00    | \$22,838.00  | \$36.00    | \$21,636.00  | \$40.00    | \$24,040.00  |
| 550A0050    | STORM SEWERS, CLASS A, TYPE 1, 12"                 | 145      | FOOT  | \$40.00    | \$5,800.00   | \$36.00    | \$5,220.00   | \$45.00    | \$6,525.00   |
| 550A0140    | STORM SEWERS, CLASS A, TYPE 1, 30"                 | 267      | FOOT  | \$80.00    | \$21,360.00  | \$86.00    | \$22,962.00  | \$85.00    | \$22,695.00  |
| 550A0340    | STORM SEWERS, CLASS A, TYPE 2 12"                  | 48       | FOOT  | \$45.00    | \$2,160.00   | \$36.00    | \$1,728.00   | \$55.00    | \$2,640.00   |
| 550A0380    | STORM SEWERS, CLASS A, TYPE 2 18"                  | 1,303    | FOOT  | \$55.00    | \$71,665.00  | \$41.00    | \$53,423.00  | \$65.00    | \$84,695.00  |
| 550A0400    | STORM SEWERS, CLASS A, TYPE 2 21"                  | 284      | FOOT  | \$65.00    | \$18,460.00  | \$47.00    | \$13,348.00  | \$75.00    | \$21,300.00  |
| 550A0410    | STORM SEWERS, CLASS A, TYPE 2 24"                  | 715      | FOOT  | \$75.00    | \$53,625.00  | \$55.00    | \$39,325.00  | \$80.00    | \$57,200.00  |
| 550A0430    | STORM SEWERS, CLASS A, TYPE 2 30"                  | 276      | FOOT  | \$85.00    | \$23,460.00  | \$81.00    | \$22,356.00  | \$85.00    | \$23,460.00  |
| 550A0450    | STORM SEWERS, CLASS A, TYPE 2 36"                  | 1,866    | FOOT  | \$110.00   | \$205,260.00 | \$103.00   | \$192,198.00 | \$95.00    | \$177,270.00 |
| 550B0340    | STORM SEWERS, CLASS B, TYPE 2 12"                  | 184      | FOOT  | \$50.00    | \$9,200.00   | \$36.00    | \$6,624.00   | \$45.00    | \$8,280.00   |

| <b>Project Name: 32nd St. and Fulton Ave Drainage Improvements Project</b><br><b>Project Number: 2016-04</b><br><b>Bid Date: 05/06/2020</b><br><b>Time: 10:00 a.m.</b><br><b>Fund: Sanitary Sewer</b><br><b>Organization Code: 78487806</b><br><b>Object Code: 489040</b> |                                                                   |          |       | <b>Engineer's Estimate</b><br><br><b>City Engineering Division</b> |             | <b>Luka Co., Inc.</b><br><br><b>15270 Main Lane</b><br><b>Weldon, IL 61882</b> |             | <b>Entler Excavating Co., Inc.</b><br><br><b>819 N Sunnyside Rd</b><br><b>Decatur, IL 62522</b> |             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|----------|-------|--------------------------------------------------------------------|-------------|--------------------------------------------------------------------------------|-------------|-------------------------------------------------------------------------------------------------|-------------|
| Item Number                                                                                                                                                                                                                                                               | Pay Item                                                          | Quantity | Unit  | Unit Price                                                         | Total       | Unit Price                                                                     | Total       | Unit Price                                                                                      | Total       |
| 55100300                                                                                                                                                                                                                                                                  | STORM SEWER REMOVAL 8"                                            | 7        | FOOT  | \$12.00                                                            | \$84.00     | \$10.00                                                                        | \$70.00     | \$100.00                                                                                        | \$700.00    |
| 55100400                                                                                                                                                                                                                                                                  | STORM SEWER REMOVAL 12"                                           | 23       | FOOT  | \$15.00                                                            | \$345.00    | \$12.00                                                                        | \$276.00    | \$95.00                                                                                         | \$2,185.00  |
| 55100900                                                                                                                                                                                                                                                                  | STORM SEWER REMOVAL 18"                                           | 364      | FOOT  | \$18.00                                                            | \$6,552.00  | \$15.00                                                                        | \$5,460.00  | \$25.00                                                                                         | \$9,100.00  |
| 55101200                                                                                                                                                                                                                                                                  | STORM SEWER REMOVAL 24"                                           | 21       | FOOT  | \$21.00                                                            | \$441.00    | \$20.00                                                                        | \$420.00    | \$100.00                                                                                        | \$2,100.00  |
| 56106300                                                                                                                                                                                                                                                                  | ADJUSTING WATER MAIN 6"                                           | 110      | FOOT  | \$200.00                                                           | \$22,000.00 | \$60.00                                                                        | \$6,600.00  | \$550.00                                                                                        | \$60,500.00 |
| 56106400                                                                                                                                                                                                                                                                  | ADJUSTING WATER MAIN 8"                                           | 35       | FOOT  | \$220.00                                                           | \$7,700.00  | \$85.00                                                                        | \$2,975.00  | \$600.00                                                                                        | \$21,000.00 |
| 59300100                                                                                                                                                                                                                                                                  | CONTROLLED LOW-STRENGTH MATERIAL                                  | 20       | CU YD | \$130.00                                                           | \$2,600.00  | \$95.00                                                                        | \$1,900.00  | \$400.00                                                                                        | \$8,000.00  |
| 60218300                                                                                                                                                                                                                                                                  | MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID             | 1        | EACH  | \$2,700.00                                                         | \$2,700.00  | \$2,700.00                                                                     | \$2,700.00  | \$2,600.00                                                                                      | \$2,600.00  |
| 60218400                                                                                                                                                                                                                                                                  | MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID           | 3        | EACH  | \$2,800.00                                                         | \$8,400.00  | \$2,700.00                                                                     | \$8,100.00  | \$2,600.00                                                                                      | \$7,800.00  |
| 60219000                                                                                                                                                                                                                                                                  | MANHOLES, TYPE A, 4'-DIAMETER, TYPE 8 GRATE                       | 5        | EACH  | \$2,600.00                                                         | \$13,000.00 | \$2,650.00                                                                     | \$13,250.00 | \$2,600.00                                                                                      | \$13,000.00 |
| 60219200                                                                                                                                                                                                                                                                  | MANHOLES, TYPE A, 4'-DIAMETER, TYPE 10 FRAME AND GRATE            | 2        | EACH  | \$2,700.00                                                         | \$5,400.00  | \$3,000.00                                                                     | \$6,000.00  | \$2,600.00                                                                                      | \$5,200.00  |
| 60221000                                                                                                                                                                                                                                                                  | MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, OPEN LID             | 3        | EACH  | \$3,200.00                                                         | \$9,600.00  | \$3,500.00                                                                     | \$10,500.00 | \$3,100.00                                                                                      | \$9,300.00  |
| 60221100                                                                                                                                                                                                                                                                  | MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID           | 2        | EACH  | \$3,200.00                                                         | \$6,400.00  | \$3,600.00                                                                     | \$7,200.00  | \$3,100.00                                                                                      | \$6,200.00  |
| 60221700                                                                                                                                                                                                                                                                  | MANHOLES, TYPE A, 5'-DIAMETER, TYPE 8 GRATE                       | 4        | EACH  | \$3,200.00                                                         | \$12,800.00 | \$3,450.00                                                                     | \$13,800.00 | \$3,100.00                                                                                      | \$12,400.00 |
| 60221701                                                                                                                                                                                                                                                                  | MANHOLES, TYPE A, 5'-DIAMETER, TYPE 8 GRATE SPECIAL               | 2        | EACH  | \$3,200.00                                                         | \$6,400.00  | \$3,500.00                                                                     | \$7,000.00  | \$3,100.00                                                                                      | \$6,200.00  |
| 60223800                                                                                                                                                                                                                                                                  | MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID           | 1        | EACH  | \$4,500.00                                                         | \$4,500.00  | \$5,300.00                                                                     | \$5,300.00  | \$5,000.00                                                                                      | \$5,000.00  |
| 60224005                                                                                                                                                                                                                                                                  | MANHOLES, TYPE A, 6'-DIAMETER, TYPE 8 GRATE                       | 3        | EACH  | \$4,500.00                                                         | \$13,500.00 | \$5,300.00                                                                     | \$15,900.00 | \$5,000.00                                                                                      | \$15,000.00 |
| 60236200                                                                                                                                                                                                                                                                  | INLETS, TYPE A, TYPE 8 GRATE                                      | 13       | EACH  | \$1,500.00                                                         | \$19,500.00 | \$800.00                                                                       | \$10,400.00 | \$1,750.00                                                                                      | \$22,750.00 |
| 60236700                                                                                                                                                                                                                                                                  | INLETS, TYPE A, TYPE 10 FRAME AND GRATE                           | 2        | EACH  | \$2,000.00                                                         | \$4,000.00  | \$950.00                                                                       | \$1,900.00  | \$1,750.00                                                                                      | \$3,500.00  |
| 60240301                                                                                                                                                                                                                                                                  | INLETS, TYPE B, TYPE 8 GRATE                                      | 2        | EACH  | \$1,600.00                                                         | \$3,200.00  | \$2,450.00                                                                     | \$4,900.00  | \$2,200.00                                                                                      | \$4,400.00  |
| 60500040                                                                                                                                                                                                                                                                  | REMOVING MANHOLES                                                 | 1        | EACH  | \$400.00                                                           | \$400.00    | \$250.00                                                                       | \$250.00    | \$1,500.00                                                                                      | \$1,500.00  |
| 60500060                                                                                                                                                                                                                                                                  | REMOVING INLETS                                                   | 4        | EACH  | \$295.00                                                           | \$1,180.00  | \$150.00                                                                       | \$600.00    | \$500.00                                                                                        | \$2,000.00  |
| 60602800                                                                                                                                                                                                                                                                  | CONCRETE GUTTER, TYPE B                                           | 358      | FOOT  | \$75.00                                                            | \$26,850.00 | \$45.00                                                                        | \$16,110.00 | \$67.61                                                                                         | \$24,204.38 |
| 63000001                                                                                                                                                                                                                                                                  | STEEL PLATE BEAM GUARDRAIL, TYPE A, 6 FOOT POSTS                  | 110      | FOOT  | \$100.00                                                           | \$11,000.00 | \$120.00                                                                       | \$13,200.00 | \$150.00                                                                                        | \$16,500.00 |
| 63200310                                                                                                                                                                                                                                                                  | GUARDRAIL REMOVAL                                                 | 110      | FOOT  | \$25.00                                                            | \$2,750.00  | \$20.00                                                                        | \$2,200.00  | \$29.00                                                                                         | \$3,190.00  |
| 67100100                                                                                                                                                                                                                                                                  | MOBILIZATION                                                      | 1        | L SUM | \$80,000.00                                                        | \$80,000.00 | \$25,000.00                                                                    | \$25,000.00 | \$26,000.00                                                                                     | \$26,000.00 |
| X0322916                                                                                                                                                                                                                                                                  | PROPOSED STORM SEWER CONNECTION TO EXISTING SEWER                 | 2        | EACH  | \$750.00                                                           | \$1,500.00  | \$975.00                                                                       | \$1,950.00  | \$1,000.00                                                                                      | \$2,000.00  |
| X0322918                                                                                                                                                                                                                                                                  | PROPOSED MANHOLE/CATCH BASIN CONNECTION OVER EXISTING STORM SEWER | 5        | EACH  | \$2,000.00                                                         | \$10,000.00 | \$2,000.00                                                                     | \$10,000.00 | \$3,000.00                                                                                      | \$15,000.00 |
| X0322936                                                                                                                                                                                                                                                                  | REMOVE EXISTING FLARED END SECTION                                | 40       | EACH  | \$250.00                                                           | \$10,000.00 | \$200.00                                                                       | \$8,000.00  | \$250.00                                                                                        | \$10,000.00 |
| X0324585                                                                                                                                                                                                                                                                  | SANITARY SEWER SERVICE REMOVAL AND REPLACEMENT                    | 20       | EACH  | \$2,000.00                                                         | \$40,000.00 | \$700.00                                                                       | \$14,000.00 | \$1,500.00                                                                                      | \$30,000.00 |
| X0324586                                                                                                                                                                                                                                                                  | WATER SERVICE REMOVAL AND REPLACEMENT                             | 20       | EACH  | \$2,500.00                                                         | \$50,000.00 | \$900.00                                                                       | \$18,000.00 | \$1,500.00                                                                                      | \$30,000.00 |
| X2200020                                                                                                                                                                                                                                                                  | FENCE REMOVAL AND REINSTALLATION                                  | 172      | FOOT  | \$50.00                                                            | \$8,600.00  | \$25.00                                                                        | \$4,300.00  | \$40.00                                                                                         | \$6,880.00  |
| X5509900                                                                                                                                                                                                                                                                  | ABANDON AND FILL EXISTING STORM SEWER                             | 335      | FOOT  | \$100.00                                                           | \$33,500.00 | \$98.00                                                                        | \$32,830.00 | \$250.00                                                                                        | \$83,750.00 |
| X7010216                                                                                                                                                                                                                                                                  | TRAFFIC CONTROL AND PROTECTION, (SPECIAL)                         | 1        | L SUM | \$30,000.00                                                        | \$30,000.00 | \$25,000.00                                                                    | \$25,000.00 | \$10,000.00                                                                                     | \$10,000.00 |
| X0324078                                                                                                                                                                                                                                                                  | CONFLICT MANHOLE, 5' DIAMETER, TYPE 1 FRAME, CLOSED LID           | 2        | EACH  | \$3,800.00                                                         | \$7,600.00  | \$8,000.00                                                                     | \$16,000.00 | \$7,500.00                                                                                      | \$15,000.00 |
| XX000541                                                                                                                                                                                                                                                                  | EXPLORATORY EXCAVATION                                            | 15       | EACH  | \$1,000.00                                                         | \$15,000.00 | \$200.00                                                                       | \$3,000.00  | \$1,000.00                                                                                      | \$15,000.00 |
| Z0004522                                                                                                                                                                                                                                                                  | HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 4"                             | 145      | SQ YD | \$75.00                                                            | \$10,875.00 | \$125.40                                                                       | \$18,183.00 | \$141.00                                                                                        | \$20,445.00 |
| Z0056608                                                                                                                                                                                                                                                                  | STORM SEWER (WATER MAIN REQUIREMENTS) 12 INCH                     | 294      | FOOT  | \$80.00                                                            | \$23,520.00 | \$40.00                                                                        | \$11,760.00 | \$70.00                                                                                         | \$20,580.00 |
| Z0056612                                                                                                                                                                                                                                                                  | STORM SEWER (WATER MAIN REQUIREMENTS) 18 INCH                     | 74       | FOOT  | \$100.00                                                           | \$7,400.00  | \$60.00                                                                        | \$4,440.00  | \$80.00                                                                                         | \$5,920.00  |
| X0327477                                                                                                                                                                                                                                                                  | WATER MAIN ENCASEMENT 12"                                         | 85       | FOOT  | \$75.00                                                            | \$6,375.00  | \$40.00                                                                        | \$3,400.00  | \$125.00                                                                                        | \$10,625.00 |
| X0327477                                                                                                                                                                                                                                                                  | WATER MAIN ENCASEMENT 16"                                         | 85       | FOOT  | \$85.00                                                            | \$7,225.00  | \$50.00                                                                        | \$4,250.00  | \$175.00                                                                                        | \$14,875.00 |
| Z0013798                                                                                                                                                                                                                                                                  | CONSTRUCTION LAYOUT                                               | 1        | L SUM | \$10,000.00                                                        | \$10,000.00 | \$20,000.00                                                                    | \$20,000.00 | \$20,000.00                                                                                     | \$20,000.00 |



|                                                                                                                                                                                                                                                                                               |  |  |  |                                                                    |  |                                                                                |  |                                                                                                 |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--------------------------------------------------------------------|--|--------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------|--|
| <b>Project Name: 32nd St. and Fulton Ave Drainage Improvements Project</b><br><br><b>Project Number: 2016-04</b><br><br><b>Bid Date: 05/06/2020</b><br><br><b>Time: 10:00 a.m.</b><br><br><b>Fund: Sanitary Sewer</b><br><br><b>Organization Code: 78487806</b><br><b>Object Code: 489040</b> |  |  |  | <b>Engineer's Estimate</b><br><br><b>City Engineering Division</b> |  | <b>Luka Co., Inc.</b><br><br><b>15270 Main Lane</b><br><b>Weldon, IL 61882</b> |  | <b>Entler Excavating Co., Inc.</b><br><br><b>819 N Sunnyside Rd</b><br><b>Decatur, IL 62522</b> |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--------------------------------------------------------------------|--|--------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------|--|

| Item Number                            | Pay Item                                                          | Quantity | Unit  | Unit Price   | Total          | Unit Price   | Total          | Unit Price   | Total          |
|----------------------------------------|-------------------------------------------------------------------|----------|-------|--------------|----------------|--------------|----------------|--------------|----------------|
| Z006000                                | UNSUITABLE MATERIAL EXCAVATION, DISPOSAL, & BACKFILL              | 300      | CU YD | \$50.00      | \$15,000.00    | \$20.00      | \$6,000.00     | \$75.00      | \$22,500.00    |
| Z007000                                | SHRUB REMOVAL                                                     | 3        | EACH  | \$10.00      | \$30.00        | \$100.00     | \$300.00       | \$200.00     | \$600.00       |
| Z008000                                | REMOVE AND RELOCATE SHED                                          | 3        | EACH  | \$1,000.00   | \$3,000.00     | \$1,000.00   | \$3,000.00     | \$2,500.00   | \$7,500.00     |
| Z009000                                | ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK | 1        | EACH  | \$150,000.00 | \$150,000.00   | \$150,000.00 | \$150,000.00   | \$150,000.00 | \$150,000.00   |
| Z010000                                | PRECAST CONCRETE END SECTION TRANSITION (SPECIAL)                 | 1        | EACH  | \$5,000.00   | \$5,000.00     | \$34,000.00  | \$34,000.00    | \$60,000.00  | \$60,000.00    |
| Z01000                                 | TELEVISION INSPECTION OF SEWER, SPECIAL                           | 5,088    | EACH  | \$1.50       | \$7,632.00     | \$1.15       | \$5,851.20     | \$2.50       | \$12,720.00    |
| TOTAL BIDS (AS CORRECTED)              |                                                                   |          |       |              | \$1,617,301.25 |              | \$1,379,690.20 |              | \$1,826,625.09 |
| Percent Over Under ENGINEER'S ESTIMATE |                                                                   |          |       |              |                |              | -14.69%        |              | 12.94%         |


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 Paul E. Caswell, P.E., City Engineer

5/7/2020  


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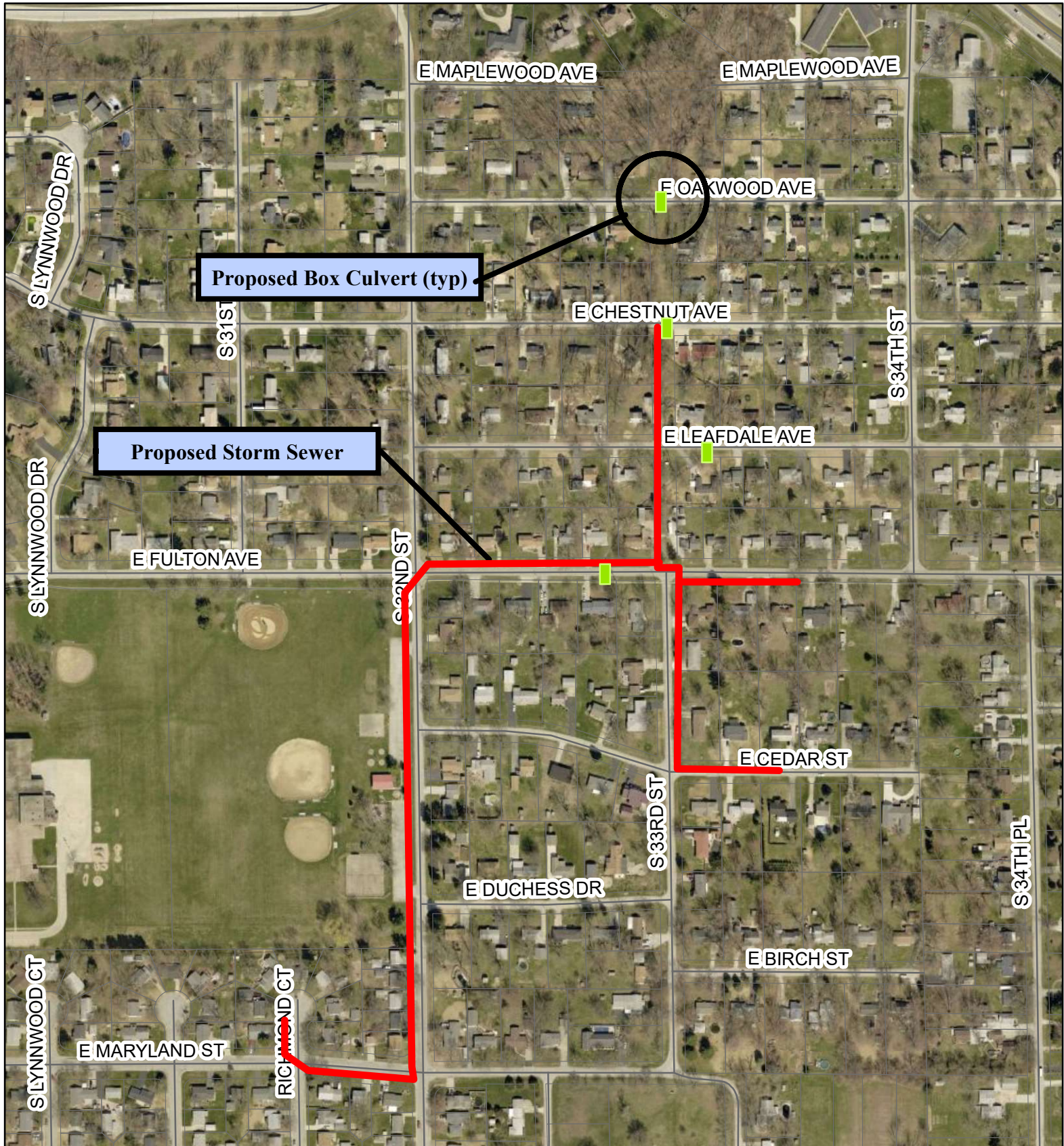
 Date



# 32nd St and Fulton Ave Storm Drainage Improvements Project

## Location Map

### City Project 2016-04



Legal Department

**DATE:** 5/14/2020

**MEMO:**

**TO:** Mayor Julie Moore Wolfe & City Council Members

**FROM:** Scot Wrighton, City Manager

**SUBJECT:** Resolution Authorizing Real Estate Purchase Agreement for 225 E. Christine Drive -Fire Station 5.

**SUMMARY RECOMMENDATION:** It is recommended that the City Council authorize the sale of the land and building that formerly served as Fire Station #5.

**BACKGROUND:** It was always the city's plan to sell this former fire station property once the new Fire Station #5 was completed, and staff's transition to this new facility was complete. The sale of old Fire Station #5 is anticipated in the city's 2020 budget. Last fall the property was appraised and a value of \$90,000 assigned. The city has not actively sought competitive sealed bids, but the city received one bid for \$75,000, and another for \$90,000. It is recommended that the higher bid be accepted. Terms of the sale are cash, acceptance in "as-is" condition. The prospective buyer plans to house and maintain a portion of his antique automobile collection in the building. This is permitted under the terms of the current zoning designation, R-6.

**INPUT FROM OTHER SOURCES:** Prior to the Fire Department's vacation of the building, the city received a few calls from residents in the adjacent single family subdivision to the north. They understood that the city planned to sell the property, but hoped that the City Council would make sure the property was used for purposes that would be compatible with, and protect the integrity of, the adjoining single family residential neighborhood.

**ATTACHMENTS:**

| Description                                                                                      | Type              |
|--------------------------------------------------------------------------------------------------|-------------------|
| Resolution Authorizing Real Estate Purchase Agreement for 225 E. Christine Drive -Fire Station 5 | Resolution Letter |

**RESOLUTION NO. R2020 \_\_\_\_\_**

**RESOLUTION AUTHORIZING AGREEMENT  
-CITY OF DECATUR, ILLINOIS-  
- DAWSON LIVING TRUST DATED AUGUST 11, 2003-**

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, ILLINOIS, AND DAWSON LIVING TRUST DATED AUGUST 11, 2003, 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 Agreement on behalf of the City.

PRESENTED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
JULIE MOORE WOLFE  
MAYOR

ATTEST:

\_\_\_\_\_  
KIM ALTHOFF  
CITY CLERK



## **REAL ESTATE PURCHASE AGREEMENT**

THIS AGREEMENT ("Agreement") is entered into by and between the City of Decatur, Illinois, an Illinois municipal corporation ("City") and Dawson Living Trust dated August 11, 2003, ("Buyer").

### **RECITALS**

A. The City is a municipal corporation as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1, et. seq.

B. The City is a home rule unit under Article VII Section 6(a) of the Illinois Constitution (IL Const. 1970, Art. VII, Sec. 6(a)).

C. The City owns property previously used for use as a fire station located at 225 E. Christine Dr., Decatur, Illinois.

D. The City Council has determined that the property is no longer needed for use as a fire station and is no longer needed for any other public purpose.

E. The City Code of the City of Decatur provides in Chapter 33 that the City may dispose of property as the Council authorizes or approves.

F. The City desires to transfer to Buyer the property set forth in this Agreement.

G. The Buyer desires to purchase from the City the property set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing recitals, the mutual covenants and agreements hereinafter set forth, and for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are incorporated herein as fully stated as a part of this Agreement.

2. Subject to the terms and conditions of this Agreement, the City shall transfer the following described premises ("Property") to the Buyer:

Lot 117 and the West 20 feet of Lot 116 of Holiday Hills Fourth Addition to Decatur, as per Plat thereof recorded in Book 300, at page 404 of the Records in the Recorder's Office of Macon County, Illinois.

Commonly known as 225 E. Christine Dr. situated in Macon County, Illinois.

3. Buyer shall pay to the City the sum of Ninety Thousand Dollars (\$90,000) for purchase of the above described property, said monies to be paid to City at time of settlement in the form of a cashier's check. City and Buyer agree that settlement shall occur no later than

sixty (60) days from the date of this Agreement at which time Buyer shall be entitled to possession.

4. The City shall not provide title insurance, however, Buyer may obtain title insurance on its own discretion and at its own cost.

5. At settlement, the City shall deliver to Buyer a quitclaim deed to the Property in such form and together with such documentation as shall be required for recording said deed.

6. Buyer agrees to pay for transfer tax stamps, the cost of recording with the Recorder of Deeds any of the documents necessary to complete the transfer of ownership and any other additional documents required.

7. Buyer shall be responsible for all Real Estate Taxes accruing subsequent to Settlement date.

8. All notices, demands and requests that are required or allowed to be given by either party shall be in writing and shall be personally delivered or sent by certified mail, postage prepaid, to the address as set forth below or to such other address as either party may subsequently designate in writing:

CITY:

City Manager  
City of Decatur  
One Gary K. Anderson Plaza  
Decatur, IL 62523

BUYER:

Dawson Living Trust Dated  
August 11, 2003  
707 Stevens Creek Blvd.  
Forsyth, IL 62535

8. City and Buyer represent to each other that each has retained and relied or had the Opportunity to retain and rely on its own legal counsel, accountants and other professional advisers in connection with the negotiation, execution, and performance of this Agreement and its consequences, including, without limitation, tax consequences. City and Buyer represent to each other that any such professional fees and expenses incurred in connection with this Agreement and its performance or in any other regard, shall be the sole obligation of that party, and each party shall pay its own expenses related to this Agreement and performance of its respective obligations hereunder.

9. Each signator to this Agreement warrants and represents that such signator is duly authorized to execute this Agreement on behalf of the party for who the Agreement is signed.

10. This Agreement is expressly contingent upon payment of the agreed purchase price by Buyer to City.

11. This is an enforceable Agreement placing specific obligations on the City and the Buyer. Either Party is entitled to all legal remedies available under law or equity, including suit for specific performance or damages.

12. Time shall be considered to be of the essence of this Agreement.

13. Buyer is advised to review all easements, government regulations and restrictions before entering into this Agreement and to seek legal advice if assistance is required.

14. This Agreement contains the entire understanding of the parties hereto in respect of the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter there being NO ORAL REPRESENTATIONS. Buyer represents that Buyer has been advised by City to consult an attorney prior to signing this Agreement and acknowledges that it has read and understands each and every part of this Agreement.

15. The warranties and agreements contained herein shall extend to and be obligated upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

16. Buyer acknowledges Buyer has inspected the property and is acquainted with the Condition thereof. Buyer accepts the same in **AS IS WHERE IS CONDITION, with NO REPRESENTATIONS OR WARRANTIES EITHER WRITTEN OR IMPLIED. BUYER WARRANTS THAT BUYER IS PURCHASING THE PROPERTY ON AN AS IS, WHERE IS BASIS AND ACKNOWLEDGES THAT NEITHER SELLER NOR ANY OF ITS RESPECTIVE AGENTS, EMPLOYEES, OFFICERS OR DIRECTORS MADE ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, EITHER ORAL OR WRITTEN WHETHER OF HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONDITION OF IMPROVEMENTS, ENVIRONMENTAL CONDITION OR OTHERWISE, AND ANY SUCH WARRANTIES ARE HEREBY DISCLAIMED BY CITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER CITY, NOR ANY OF ITS AGENTS, EMPLOYEES, OFFICERS OR DIRECTORS MAKES ANY REPRESENTATION OR WARRANTIES RELATING TO, OR ASSUMES ANY LIABILITY FOR INACCURACIES, ERRORS OR OMISSIONS CONTAINED IN ANY MATERIALS PROVIDED TO PURCHASER.**

By executing this Agreement, Buyer expressly represents and agrees that Buyer is not relying upon any representation, warranty or statement by Seller, its employees, agents, officers or directors which differs from the disclosures made in this Agreement. Buyer acknowledges

that Buyer in not buying any interest in a business or operating entity of any kind by and through this Agreement. Buyer acknowledges that Buyer has not relied upon any representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by City or others, including, but not limited to, any relating to the description of the physical condition of the Property, or the dimensions of the Property or any other physical element thereof, the estimated real estate taxes of the Property, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Buyer, or any other data, except as may be specifically represented herein. Buyer has relied on Buyer's own examination and investigation thereof. No person has been authorized to make any representation or warranty on behalf of City.

17. If, before settlement, the improvements on the premises shall be materially damaged by casualty, Buyer may declare this contract void or, may complete settlement and accept the premises as damaged together with the proceeds of any insurance payable as a result of such damage.

18. This agreement and the obligations of Buyer hereunder are contingent upon Buyer having obtained from a carrier of Buyers choice a commitment for an Owners Title Insurance policy against defects in the merchantability of title up to the value of the purchase price set forth herein and, more specifically, showing:

- a. merchantable fee simple title in Seller,
- b. no financing statements on file affecting fixtures included in the purchase, and,
- c. no easements or other restrictions against reasonable use.

CITY OF DECATUR, ILLINOIS

BUYER

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

City Manager

**DATE:** 5/14/2020

**MEMO:**

**TO:** Mayor and City Council

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

**SUBJECT:** Transit Administration Cares Act Agreement

**ATTACHMENTS:**

| Description                     | Type              |
|---------------------------------|-------------------|
| Memo for Cares Act Funding      | Cover Memo        |
| Resolution for Care Act Funding | Resolution Letter |

## OFFICE OF CITY MANAGER, TRANSIT DIVISION

May 18, 2020

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

**FROM:** Scot Wrighton, City Manager  
Jon, Kindseth, Deputy City Manager  
John Williams, Mass Transit Administrator  
Michelle Alexander, Grants and Procurement Manager

**SUBJECT:** Resolution Authorizing the Execution of a grant agreement with the Federal Transit Administration for CARES Act grant

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

**BACKGROUND:** Application was made to the Federal Transit Administration on behalf of the City of Decatur, IL for 5307 CARES Act funding. The application amount of \$4,500,000 from the full apportionment of \$ 6,168,000 has been awarded. This application requests funding for operating assistance in the amount of \$3,000,000, and capital expenses in the amount \$1,500,000. The City of Decatur has the option of amending the agreement to secure the remainder of the apportionment. These funds are apportioned to the City of Decatur and will be utilized for transit operations at 100% federal share for COVID-19 related expenses. The projects related to the funding includes operational assistance which will assist with improving quality of life enhancements, safety equipment such as (PPE) Personal Protective Equipment and sanitizing the buses and transit facilities during the COVID-19 pandemic. Transit will also be replacing two 2001 30 low floor trolleys to better respond to social distancing, as well as other facility rehabilitation and retrofitting buses with protective barriers. This grant will also be used to provide temporary supplemental pay to transit employees for their service during this pandemic.

**POTENTIAL OBJECTIONS:** Staff is not aware of objections.

**INPUT FROM OTHER SOURCES:** None

**STAFF REFERENCE:** Should the City Council have any questions, they may contact Jon Kindseth at 450-2323 or [jkindseth@decaturil.gov](mailto:jkindseth@decaturil.gov); John Williams at 424-3552 or [jwilliams@decaturil.gov](mailto:jwilliams@decaturil.gov); Michelle Alexander at 424-3559 or [MAlexander@decaturil.gov](mailto:MAlexander@decaturil.gov)

**BUDGET/TIME IMPLICATIONS:** This Resolution authorizes the acceptance of \$4,500,000 of unanticipated grant monies which will help the Decatur Transit System cope with unprecedented, unbudgeted expenses related Covid-19.

## **RESOLUTION NO.**

### **RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE FEDERAL TRANSIT ADMINISTRATION FOR CARES ACT GRANT**

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WHEREAS, the Federal Transit Administrator has been delegated authority to award Federal financial assistance for a transportation project;

WHEREAS, the City of Decatur has provided all the annual certifications and assurances to the Federal Transit Administration required for the project;

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

1. That the Mass Transit Administrator is authorized to execute a grant agreement for Federal operating and capital assistance associated with COVID -19 in the amount of \$4,500,000 on behalf of the City of Decatur with the Federal Transit Administration authorized by 49 U.S.C. Chapter 53, title 23, United States Code, or other Federal statutes authorizing a project administered by the Federal Transit Administration.
2. That the Mass Transit Administrator is authorized to execute and file with the application the annual certifications and assurances and other documents the Federal Transit Administration requires before awarding a Federal assistance grant or cooperative agreement.
3. That the Mass Transit Administrator is authorized to execute grant and cooperative agreements with the Federal Transit Administration on behalf of the City of Decatur.

PRESENTED AND ADOPTED this 18th day of May, 2020

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JULIE MOORE WOLFE, MAYOR

ATTEST:

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KIM ALTHOFF, CITY CLERK

City Manager

**DATE:** 5/14/2020

**MEMO:**

**TO:** Mayor and City Council

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

**SUBJECT:** Fifth Amendment to Mass Transit Management Agreement

**ATTACHMENTS:**

| Description                                | Type            |
|--------------------------------------------|-----------------|
| Memo to Council for Fifth Amendment        | Cover Memo      |
| Resolution Amending Mass Transit Agreement | Cover Memo      |
| MV Fifth Amendment                         | Backup Material |



## OFFICE OF CITY MANAGER, TRANSIT DIVISION

May 18, 2020

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

**FROM:** Scot Wrighton, City Manager  
Jon Kindseth, Deputy City Manager  
John Williams, Mass Transit Administrator

**SUBJECT:** This Fifth Amendment to the Mass Transit Management Agreement is entered into as of May 2020 by and between the City of Decatur of the State of Illinois (“City”) and MV Transportation, Inc., a California corporation (“Contractor”). City and Contractor may be referred to collectively as the “Parties” and individually as a “Party.”

**RECOMMENDATION:** Staff recommends that this item be approved.

**BACKGROUND:** The City of Decatur as well as other communities around the country and nation has been impacted by COVID-19 commonly known as the Coronavirus. This virus is one that has caused persons to become sick and many have died. At present, there is no cure or vaccination for this virus and have caused a health risks to the essential workers who serve the City of Decatur Public Transportation System. Although measures have been implemented to try and mitigate the risk of these workers from becoming infected, there is still a level of hazard that persist. Many transit systems around the country have begun offering these frontline workers supplemental pay, in the form of bonuses and/or hourly pay increases. It has been recommended by the (ATU) Almagated Transit Union, that transit systems who have received additional funding through the CARES Act provide these essential workers with hazard pay. This item is approved for funding by the Federal Transit Administration. This amendment will also provide a savings to the City as staff determined it is in our best interest to remove a software solution that had been proposed and included when the contract was executed.

**POTENTIAL OBJECTIONS:** Staff is not aware of objections.

**INPUT FROM OTHER SOURCES:** None

**STAFF REFERENCE:** Should the City Council have any questions, they may contact Jon Kindseth at 450-2323 or [jkindseth@decaturil.gov](mailto:jkindseth@decaturil.gov); John Williams at 424-3552 or [jwilliams@decaturil.gov](mailto:jwilliams@decaturil.gov)

**BUDGET/TIME IMPLICATIONS:** The cost of the supplemental pay for transit employees will be paid out of the \$4.5M received under the CARES Act.

**RESOLUTION NO. R2020\_\_\_\_\_**

**RESOLUTION AMENDING MASS TRANSIT MANAGEMENT  
AGREEMENT WITH MV TRANSPORTATION, INC.**

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WHEREAS, the CITY OF DECATUR, ILLINOIS, an Illinois municipal corporation and body politic ("City") is a unit of local government pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and,

WHEREAS, the City desires to work towards a turn-key solution for mass transit operations; and,

WHEREAS, the City finds that this fifth amendment with MV Transportation, INC., provides needed changes towards this goal, as well as provides flexibility of service options.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Decatur as follows:

Section 1. The City of Decatur, Illinois management agreement with MV Transportation, Inc., be and is hereby amended as described in the attached agreement as Exhibit A, and the same is hereby, received, placed on file, and approved.

Section 2. That the City Manager and City Clerk be, and they are hereby, authorized and directed to execute the fifth amendment to the Mass Transit Management Agreement between the City of Decatur, Illinois and MTV Transportation, Inc.

PRESENTED AND ADOPTED this 18<sup>th</sup> day of May 2020.

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JULIE MOORE WOLFE, MAYOR

ATTEST:

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CITY CLERK

**FIFTH AMENDMENT  
TO  
MASS TRANSIT MANAGEMENT AGREEMENT**

This Fifth Amendment to the Mass Transit Management Agreement (this “Amendment”) is entered into as of May \_\_\_, 2020 (the “Effective Date”) by and between the City of Decatur of the State of Illinois (“City”) and MV Transportation, Inc., a California corporation (“Contractor”). City and Contractor may be referred to collectively as the “Parties” and individually as a “Party.”

**RECITALS**

- A. The Parties have entered into the Mass Transit Management Agreement, dated as of July 1, 2014, as amended (the “Agreement”), pursuant to which Contractor provides transportation services to the City; and
- B. The Parties desire to amend the Agreement to reflect updated terms and agreements among the parties as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, representations, and warranties contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties intend to be legally bound and agree as follows:

- 1. Amendments. As of the Effective Date, the Agreement is hereby amended as follows:

- (a) Section 7. COMPENSATION.

- A. CITY Agency shall pay CONTRACTOR for services performed in accordance with the Agreement at the rates set forth on Appendix D.
- B. In addition to the compensation set forth on Appendix D, the CITY shall pay to Contractor an amount equal to \$56,146.00. These payments are the results of an agreement with MV Transportation for a temporary supplemental pay to transit employees, during this pandemic. Funding for this additional compensation, will be paid through the CARES Act grant to Transit. The City will continue to review the current situation surrounding COVID -19 to determine if we will continue to offer supplemental pay after May 31, 2020.

- (b) Appendix C.

- A. As of the Effective Date, Amendment Four, Appendix C, Scope of Services, Section A(4)(a) is hereby deleted to remove any reference to Synchronatics CAD/AVL for Fixed Route.
- B. Starting April 1, 2020, Contractor will provide a monthly credit to the City of \$3,994.00 through the end of the existing term, December 31, 2020. This credit

is the offset due to the elimination of the Synchromatics CAD AVL for Fixed Route scope deletion.

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the Effective Date.

CITY:

City of Decatur, Illinois

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CONTRACTOR:

MV Transportation, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## APPENDIX C

### SCOPE OF SERVICES

Effective January 1, 2020 Contractor shall manage and operate the Decatur Public Transit System, including, but not limited to the following functions and duties:

#### I. RESPONSIBILITIES OF CONTRACTOR

##### A. TRANSIT SYSTEM OPERATIONS

1. Provide staffing, dispatch, training, safety, ITS, vehicle operators, and maintenance services necessary to operate fixed route and paratransit service for the transit system
2. Days and hours of service: Monday through Friday, 5:30a.m. to 7:30pm; Saturday, 6:00a.m. to 7:30p.m. Any adjustments to the days and hours of service will be negotiated in good faith between the City and Contractor.
3. The Contractor will assist the City in establishing bus routes and bus schedules. Contractor may present initial plan ideas and recommend changes in, bus routes, schedules, headways, transfer methods, and other related transit issues
4. Upgrade and enhance current technology environment, including provision of the following systems:
  - a. Synchronatics CAD/AVL for Fixed Route
  - b. Trapeze PASS for Paratransit
  - c. Transit Miner for Paratransit
  - d. Drive Cam for all Service Vehicles
  - e. Mobileye for all Service Vehicles
5. Provide all necessary office supplies
6. Provide laptops and internet hotspots to management personnel as appropriate

##### B. PERSONNEL.

1. The Contractor shall be responsible for the employment and supervision of all employees necessary to perform the services of this Agreement. Such responsibilities include employee recruitment, screening, selection, training, (including customer service training). In the event of personnel changes in the contract manager's position, the City reserves the right to interview, evaluate and/or reject and proposed candidates.
2. Management and Control. The City of Decatur shall establish overall management and operational policy for transit services. The City will periodically consult with the Contractor on operational issues affecting service. All Contractor employees performing services on behalf of Contractor under this Agreement shall at all times be under Contractor's direction and control. Such employees shall at all times be employees of Contractor's wholly-owned subsidiary (MV Public Transportation, Inc.) and not employees or independent contractors of City. MV Public Transportation, Inc. shall pay all wages, salaries and other amounts due its employees, and shall be responsible for all reports and obligations

with respect to such employees, such as social security, income tax withholding, unemployment compensation, workers compensation insurance, and similar matters.

3. Drivers. All drivers shall hold, at all times, a valid commercial driver's license with all appropriate endorsements in accordance with all applicable state and federal laws and regulations. Drivers must pass an alcohol and drug screen administered in compliance with Federal Transit Administration regulations, and have safe driving records with no previous suspensions for moving violations.
4. Drug and Alcohol Testing. Contractor shall comply with and ensure all safety sensitive employees (including drivers, mechanics and dispatch personal) are subject to Contractor's standard drug and alcohol testing policies. Drivers and other Contractor employees are prohibited from reporting to work under the influence of drugs or alcohol, and/or consuming drugs or alcohol during their scheduled work shift, including break and meal periods. Any violation of this policy will be grounds for immediate termination and may result in a report to the appropriate law enforcement authorities.
5. Training. Contractor will provide ten (10) hours of training to all existing drivers.
6. Equal Employment Opportunity/Affirmative Action Employer. Contractor shall comply with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60; 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 and/or 60-300; and 29 CFR Part 471, Appendix A.
7. Removal. City shall have the right to require the removal, for any reason, of any employee of Contractor from any work assignment under this Agreement.

#### C. SYSTEM PROCEDURES

1. Establishment and direction of proper procedures to be utilized in all areas for the proper performance of duties.
2. Development of reporting procedures and forms to facilitate record keeping.
3. Direction and supervision of all accounting, bookkeeping, auditing, and purchasing functions for the transit system employees
4. Securing all insurance coverage required herein
5. Providing accident investigation and resolution

#### D. PUBLIC RELATIONS

1. Sales of tickets, passes, etc. directly to the public
2. Investigation and handling of all complaints...Complaints will need to be placed in an electronic folder, accessible to the City and include resolutions to the matter.
3. Preparation and direction of advertising campaigns, sales promotions, and public relation projects.
4. Conduct and issue, at no cost to the City, an annual bus passenger survey, collecting data on demographics, how riders use the services, how satisfied they are with current services, and what other services they would prefer. An annual passenger miles traveled survey for both fixed route and paratran should be conducted once a year, prior to the end of the state fiscal year ending June 30<sup>th</sup>.

## E. EQUIPMENT AND PROPERTY MAINTENANCE

1. Contractor shall lease from the City the revenue and non-revenue vehicles set forth on Attachment 1 hereto at the rate of \$1 per vehicle per month
2. Inspection and maintenance of vehicles and equipment
3. Recommendation of vehicle and major equipment purchases for transportation and maintenance operations
4. Direction and supervision of purchases of minor equipment, tools, supplies, etc. and purchases of parts, fuel, oil and lubricants
5. Studying vehicle operation and maintenance service to determine the adequacy of existing maintenance procedures and correction of procedures where necessary
6. Direction and supervision of building maintenance operations
7. Recommendation of building/structure corrections or additions as needed
- 8.

CONTRACTOR and CITY may mutually agree for CONTRACTOR to provide “Special Project” assistance. “Special Projects” shall include but are not limited to on-site bus construction inspecting, services to monitor bus driver performance, comprehensive transit system operational analysis and planning, or any other special programs requested of CONTRACTOR during the term of this Agreement. For each Special Project, the Parties shall mutually agree upon the cost, the work task plan, special project budget, and the special project tracking/reporting plan. Just for reference: The City of Decatur can utilize these services and amend the contract to include. However, the City cannot utilize any additional grant monies applied for special projects to be released to the Contractor. According to Federal and State regulations, there will need to be a competitive bidding process to allow for fair and open competition.

## II. RESPONSIBILITIES OF CITY

### A. FACILITIES

1. City will provide the following operating and bus facilities:

| <i>Base Operations</i>                                             | <i>Facility Address</i>                         |
|--------------------------------------------------------------------|-------------------------------------------------|
| <b>Administrative and maintenance</b>                              | 555 East Wood Street<br>Decatur, Illinois 62523 |
| <b>Bus Transfer Center &amp; Operation and Paratransit offices</b> | 353 Williams Street<br>Decatur, Illinois 62523  |
| <b>Bus storage</b>                                                 | 100 Industrial Court<br>Decatur, Illinois 62523 |

The City will be responsible for maintenance and upkeep of the facility, including any capital upgrades. With City’s prior approval, Contractor may perform facilities maintenance or engage third-party maintenance services and bill such services as a pass through.

2. City will indemnify, defend and hold harmless Contractor from any environmental condition, including any condition arising from the release of hazardous material, at any of City's facilities existing prior to Contractor's occupancy of such facilities or caused by any party other than Contractor.
3. City will provide property insurance for all existing facilities.
4. City will provide workstation equipment and services, including telephone service, radios, computers and internet.

#### B. VEHICLES

1. City will lease all revenue and non-revenue vehicles and related equipment to Contractor for \$1 per vehicle per month.
2. City will provide tools and equipment for maintenance of the revenue and non-revenue fleet.
3. City will provide all parts for revenue and non-revenue vehicles
4. City will provide parts for the facility to the extent such parts cost \$500 or greater; parts for the facility costing less than \$500 will be provided by Contractor
5. City will provide tires for all fixed route and paratransit vehicles
6. City will supply all fuel, lubricants and oils for revenue and non-revenue fleet



**APPENDIX D**  
**COMPENSATION**

Contractor shall be paid a fixed monthly fee and per-revenue hour rate for variable costs. Revenue hour is defined as “gate to gate.” Billing will begin once the operator leaves the operations facility and ends at the time the operator returns to the yard. A revenue hour does not include the time associated with pre- and post-trip inspections, fueling and non-revenue service time.

**Rates:**

Monthly Fixed Fee: **\$208,587**

Fixed Route Variable Rate: **\$47.96/Revenue Hour**

Estimated Hours: **68,577**

Paratransit Variable Rate: **\$32.62/Revenue Hour**

Estimated Hours: **13,360**

City Manager

**DATE:** 5/18/2020

**MEMO:** 2020-06

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

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

**SUBJECT:** Adoption of an Ordinance creating a Foreclosure and Vacant Property registration process, and a corresponding agreement with ProChamps to create an online portal for these registrations.

**SUMMARY RECOMMENDATION:** A growing number of communities throughout the state and the country have adopted this registration requirement for certain properties which have a negative impact on our respective communities. Both foreclosures and vacant, unmaintained properties put a disproportionate amount of strain on City staff and budget to deal with mitigating impacts from these properties. This registration process not only creates a revenue source to pay for these impacts, but more importantly provides for an efficient registration of these properties to streamline enforcement actions.

**BACKGROUND:**

Vacant and foreclosed properties are perhaps one of the biggest issues facing the City's number one goal of neighborhood revitalization. This program will deter, but not prevent, banks from foreclosing on homeowners in Decatur through this requirement of registration and a fee. This program is quiet similar to a state IHDA program in which banks pay a fee to foreclose, and then that money is provided to cities for demolition and rehab of these properties. Similarly vacant properties that go unmaintained will also be required to register under this program for mostly the same reason, namely the disproportionate impact that they have on the city and our neighborhoods.

The value added that this registration program will have is that it will streamline staff's ability to hold absent property owners and managers accountable for their properties. We currently spend hours of time researching and tracking down property owners to get compliance with City codes for such things as garbage dumping, grass mowing, and securing or abating attractive nuisances.

**PRIOR COUNCIL ACTION:** The City Council has discussed this property registration

program on a couple of occasions, during the budget process last year and then again in March as it related to a bond requirement. Staff incorporated the Council direction into this Ordinance for the program.

**POTENTIAL OBJECTIONS:** There are no known objections to this Ordinance. Banks and absent property owners are likely not strong supporters of this type of proactive program but they have not notified staff of any objections.

**STAFF REFERENCE:** For questions or concerns about this program prior to the meeting please contact Jon Kindseth at 450-2323 or [jkindseth@decaturil.gov](mailto:jkindseth@decaturil.gov)

**BUDGET/TIME IMPLICATIONS:** This program has been included in the budget and we anticipated approximately \$100,000 generated from this program on an annual basis. This program has the potential to generate far more revenue than what is budgeted, if aggressively pursued and adequate time committed to the program by staff.

**ATTACHMENTS:**

| Description                        | Type      |
|------------------------------------|-----------|
| Ordinance for Registration Program | Ordinance |

**ORDINANCE NO. \_\_\_\_\_**

**ORDINANCE CREATING CITY CODE**

**- CHAPTER 70.2 -**

**- REGISTRATION OF FORECLOSURE AND VACANT PROPERTIES-**

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

WHEREAS, the City Council desires to protect the public health, safety, and welfare of the citizens of the incorporated area of the City of Decatur and maintain a high quality of life for the citizens of the City through the maintenance of structures and properties in the City; and

WHEREAS, the Council recognizes properties subject to foreclosure action or foreclosed upon and vacant properties (hereinafter referred to as “Registrable Properties”) located throughout the City lead to a decline in community and property value; create nuisances; lead to a general decrease in neighborhood and community aesthetic; create conditions that invite criminal activity; and foster an unsafe and unhealthy environment; and

WHEREAS, the Council has already adopted property maintenance codes to regulate building standards for the exterior of structures and the condition of the property as a whole; and

WHEREAS, the Council recognizes in the best interest of the public health, safety, and welfare a more regulated method is needed to discourage Registrable Property owners and mortgagees from allowing their properties to be abandoned, neglected or left unsupervised; and

WHEREAS, the Council has a vested interest in protecting neighborhoods against blight caused by Registrable Property and concludes that it is in the best interests of the health, safety, and welfare of its citizens and residents to impose registration requirements of Registrable Property located within the City to discourage Registrable Property owners and mortgagees from allowing their properties to be abandoned, neglected or left unsupervised.

WHEREAS, the Council finds that the implementation of the following changes and additions will assist the City in protecting neighborhoods from the negative impact and conditions that occur as a result of vacancy, absentee ownership, and lack of compliance with existing City regulations and laws.

Section 1. That the City Code of Decatur be amended by creating and enacting Chapter 70.2 entitled Registration of Foreclosure and Vacant Property and shall provide as follows:

**-CHAPTER 70.2-**  
**-REGISTRATION OF FORECLOSURE AND VACANT PROPERTY-**

**1. PURPOSE AND INTENT.**

It is the purpose and intent of the Council to establish a process to address the deterioration, crime, and decline in value of City neighborhoods caused by property with foreclosing or foreclosed mortgages located within the City, and to identify, regulate, limit and reduce the number of these properties located within the City. It has been determined that owner-occupied structures are generally better maintained when compared to vacant structures, even with a diligent off-site property owner. Vacant structures or structures owned by individuals who are economically strained and unable to meet their mortgage obligations are often not properly or diligently maintained, which contribute to blight, declined property values, and have a negative impact on social perception of the residential areas where they are located. It is the Council's further intent to establish a registration program as a mechanism to help protect neighborhoods from becoming blighted through the lack of adequate maintenance of properties that are in foreclosure or foreclosed, and to provide a mechanism to avert foreclosure actions through timely intervention, education, or counseling of property owners.

**2. DEFINITIONS**

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

***Default*** shall mean that the mortgagor has not complied with the terms of the mortgage on the property, or the promissory note, or other evidence of the debt, referred to in the mortgage.

***Enforcement Officer*** shall mean any law enforcement officer, building official, zoning inspector, code enforcement officer, fire inspector, building inspector, or other person authorized by the City to enforce the applicable code(s).

***Evidence of Vacancy*** shall mean any condition that on its own, or combined with other conditions present, would lead a reasonable person to believe that the property is vacant. Such conditions may include, but are not limited to: overgrown and/or dead vegetation; past due utility notices and/or disconnected utilities; accumulation of trash junk or debris; abandoned vehicles, auto parts and/or materials; the absence of furnishings and/or personal items consistent with habitation or occupancy; the presence of an unsanitary, stagnant swimming pool; the accumulation of newspapers, circulars, flyers and/or mail; statements by neighbors, passers-by, delivery agents or government agents; and/or the presence of boards over doors, windows or other openings in violation of applicable code.

***Foreclosure or Foreclosure Action*** shall mean the legal process by which a mortgagee, or other lien holder, terminates or attempts to terminate a property owner's equitable right of redemption to obtain legal and equitable title to the real property pledged as security for a debt or the real property subject to the lien. The legal process is not concluded until the property obtained by the

mortgagee, lien holder, or their designee, by certificate of title, or any other means, is sold to a non-related bona fide purchaser in an arm's length transaction to satisfy the debt or lien.

***Mortgagee*** shall mean the holder of an indebtedness or oblige of a non-monetary obligation secured by a mortgage or any person designated or authorized to act on behalf of such holder, including but not limited to, trustees; mortgage servicing companies; lenders in a mortgage agreement; any agent, servant, or employee of the creditor; any successor in interest; or any assignee of the holder's rights, interests or obligations under the mortgage agreement; or any other person or entity with the legal right to foreclose on the real property, excluding governmental entities.

***Owner*** shall mean every person, entity, or mortgagee, who alone or severally with others, has legal or equitable title to any real property as defined by this Chapter; has legal care, charge, or control of any such property; is in possession or control of any such property; and/or is vested with possession or control of any such property. An owner includes the guardian of the estate of such person and the executor or administrator of the estate of such person if ordered to take possession of real property by a court. The property manager shall not be considered the owner.

***Property Manager*** shall mean any party designated by the owner as responsible for inspecting, maintaining and securing the property as required in this Chapter.

***Real Property*** shall mean any residential or commercial land and/or buildings, leasehold improvements and anything affixed to the land, or portion thereof identified by a property parcel identification number, located in the City limits.

***Registrable Property*** shall mean:

- (a) Any real property located in the City, whether vacant or occupied, that is encumbered by a mortgage subject to an ongoing foreclosure action by the mortgagee or trustee, has been the subject of a foreclosure action by a mortgagee or trustee and a judgment has been entered, or has been the subject of a foreclosure sale where the title was transferred to the beneficiary of a mortgage involved in the foreclosure and any properties transferred under a deed in lieu of foreclosure/sale. The designation of a foreclosure property as "registrable" shall remain in place until such time as the property is sold to a non-related bona fide purchaser in an arm's length transaction or the foreclosure action has been dismissed; or
- (b) Any property that is vacant for more than sixty (60) days and has or has had property maintenance violations in previous 12 months or lacks utilities and services.

***Registry*** shall mean an electronic database of searchable real property records, used by the City to allow mortgagees and owners the opportunity to register properties and pay applicable fees as required in this Chapter.

***Semi-Annual Registration*** shall mean six (6) months from the date of the first action that requires registration, as determined by the City, or its designee, and every subsequent six (6) months. The

date of the initial registration may be different than the date of the first action that required registration.

**Utilities and Services** shall mean any utility and/or service that is essential for a building to be habitable and/or perform a service necessary to comply with all City codes. This includes, but is not limited to, electrical, gas, water, sewer, lawn maintenance, and garbage services.

**Vacant** shall mean any parcel of land in the City that contains any building or structure that is not lawfully occupied.

### **3. APPLICABILITY AND JURISDICTION**

This chapter applies to foreclosing, foreclosed, and vacant property within the City.

### **4. ESTABLISHMENT OF A REGISTRY**

Pursuant to the provisions of chapter, the City, or its designee, shall establish a registry cataloging each Registrable Property within the City, containing the information required by this Chapter.

### **5. INSPECTION AND REGISTRATION OF REAL PROPERTY UNDER FORECLOSURE**

- (a) Any mortgagee who holds a mortgage on real property located within the City shall perform an inspection of the property upon default by the mortgagor as evidenced by the filing of a foreclosure action.
- (b) Property inspected pursuant to subsection (a) above that remains in foreclosure shall be inspected every thirty (30) days by the mortgagee or mortgagee's designee. If an inspection shows a change in the property's occupancy status the mortgagee shall, within ten (10) days of that inspection, update the occupancy status of the property registration.
- (c) Within ten (10) days of the date any mortgagee files a foreclosure action, the mortgagee shall register the real property with the City Registry, and, at the time of registration, indicate whether the property is vacant, and if so shall designate in writing a property manager to inspect, maintain, and secure the real property subject to the mortgage under a foreclosure action. A separate registration is required for each property under a foreclosure action, regardless of whether it is occupied or vacant.
- (d) Initial registration pursuant to this section shall contain at a minimum the name of the mortgagee, the mailing address of the mortgagee, e-mail address, telephone number and name of the property manager and said person's address, e-mail address, and telephone number.
- (e) At the time of initial registration each registrant shall pay a non-refundable semi-annual registration fee of five hundred dollars (\$500.00) for each property. Subsequent non-refundable semi-annual renewal registrations of properties and fees in the amount of three

hundred fifty dollars (\$350.00) are due within ten (10) days of the expiration of the previous registration. Said fees shall be used to offset the costs of: (1) registration and registration enforcement, (2) code enforcement and mitigation related to defaulted properties, (3) City neighborhood revitalization initiatives, and (4) for any related purposes as may be adopted in policy by the City Council. None of the funds provided for in this section shall be utilized for the legal defense of foreclosure actions.

- (f) If the mortgage and/or servicing on a Registrable Property is sold or transferred, the new mortgagee is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the new mortgagee shall register the property or update the existing registration. The previous mortgagee(s) will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that mortgagee's involvement with the Registrable Property.
- (g) If the mortgagee sells or transfers the Registrable Property in a non-arm's length transaction to a related entity or person, the transferee is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the transferee shall register the property or update the existing registration. Any and all previous unpaid fees, fines, and penalties, regardless of who the mortgagee was at the time registration was required, including, but not limited to, unregistered periods during the foreclosure process, are the responsibility of the transferee and are due and payable with the updated registration. The previous mortgagee will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that mortgagee's involvement with the foreclosed property.
- (h) If the foreclosing or foreclosed property is not registered, or the registration fee is not paid within thirty (30) days of when the registration or renewal is required pursuant to this section, a late fee equivalent to ten percent (10%) of the semi-annual registration fee shall be charged for every thirty-day period (30), or portion thereof, the property is not registered and shall be due and payable with the registration.
- (i) This section shall also apply to properties that have been the subject of a foreclosure sale where an order has been entered transferring title to the mortgagee as well as any properties transferred to the mortgagee under a deed in lieu of foreclosure or by any other legal means.
- (j) Properties subject to this section shall remain subject to the semi-annual registration requirement, and the inspection, security, and maintenance standards of this section as long as the property remains Registrable Property.
- (k) Failure of the mortgagee and/or property owner of record to properly register or to modify the registration to reflect a change of circumstances as required by this ordinance is a violation of this Chapter and shall be subject to enforcement by any of the enforcement means available to the City.
- (l) If any property is in violation of this Chapter, the City may take any legal or equitable action to ensure compliance with and to bring or keep the property in to compliance with



this Chapter. The mortgagee shall be liable for the costs of such obligation and actions and may result in a lien upon the property.

**6. INSPECTION AND REGISTRATION OF REAL PROPERTY THAT IS VACANT BUT NOT SUBJECT TO A MORTGAGE IN FORECLOSURE**

- (a) Any owner of vacant property located within the City shall within fifteen (15) days after the property becomes vacant, register the real property with the City Registry.
- (b) Initial registration pursuant to this section shall contain at a minimum the name of the owner, the mailing address of the owner, e-mail address, and telephone number of the owner, and if applicable, the name and telephone number of the property manager and said person's address, e-mail address, and telephone number.
- (c) At the time of initial registration each registrant shall pay a non-refundable semi-annual registration fee of two hundred dollars (\$200.00) for each vacant property. Subsequent non-refundable semi-annual renewal registrations of vacant properties and fees in the amount of three hundred fifty dollars (\$350.00) are due within ten (10) days of the expiration of the previous registration. Said fees shall be used to offset the costs of: (1) registration and registration enforcement, (2) code enforcement and mitigation related to vacant properties, (3) City neighborhood revitalization initiatives, and (4) for any related purposes as may be adopted in policy by the City Council.
- (d) If the property is sold or transferred, the new owner is subject to all the terms of this Chapter. Within fifteen (15) days of the transfer, the new owner shall register the vacant property or update the existing registration. The previous owner(s) will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that owner's involvement with the vacant property.
- (e) If the vacant property is not registered, or either the registration fee or the semi-annual registration fee is not paid within thirty (30) days of when the registration or semi-annual registration is required pursuant to this section, a late fee shall be equivalent to ten percent (10%) of the semi-annual registration fee shall be charged for every thirty (30) day-period, or portion thereof, the property is not registered and shall be due and payable with the registration. This section shall apply to the initial registration and renewal registrations required by subsequent owners of the vacant property.
- (f) Properties subject to this section shall remain subject to the semi-annual registration requirement, and the inspection, security, and maintenance standards of this section as long as the property is vacant.
- (g) Failure of the owner to properly register or to modify the registration to reflect a change of circumstances as required by this ordinance is a violation of this Chapter and shall be subject to enforcement by any of the enforcement means available to the City.

- (h) If any property is in violation of this Chapter, the City may take any legal or equitable action to ensure compliance with and to bring or keep the property in to compliance with this Chapter. The owner shall be liable for the costs of such obligation and actions and may result in a lien upon the property.
- (i) Properties actively registered as a result of this section are not required to be registered again pursuant to the foreclosure mortgage property section.

## **7. MAINTENANCE REQUIREMENTS**

- (a) Properties subject to this Chapter shall be kept free of weeds, overgrown brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspaper circulars, flyers, notices, except those required by Federal, State or local law, discarded personal items including, but not limited to, furniture, clothing, large and small appliances, printed material, or any other items that give the appearance that the property is abandoned.
- (b) Registrable Property shall be maintained free of graffiti or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior structure.
- (c) Front, side, and rear yards, including landscaping, of Registrable Property shall be maintained in accordance with the current applicable codes at all times.
- (d) Registrable Property yard maintenance shall include, but not be limited to, grass, ground covers, bushes, shrubs, hedges or similar plantings, decorative rock or bark or artificial turf/sod. Acceptable maintenance of yards and/or landscape shall not include weeds, gravel, broken concrete, asphalt or similar material.
- (e) Maintenance shall include, but not be limited to, irrigation system, cutting and mowing of required ground cover or landscape and removal of all trimmings.
- (f) Pools and spas of shall be maintained so the water remains free and clear of pollutants and debris and shall comply with the regulations set forth in the applicable code(s) of the City.
- (g) Failure of the mortgagee, owner, and transferees to properly maintain the property as required by this Chapter may result in a violation of the applicable code(s) and issuance of a citation or notice of violation in accordance with the applicable code of the City. Pursuant to a finding and determination by a court of competent jurisdiction, the City may take the necessary action to ensure compliance with this section.
- (h) In addition to the above, the property is required to be maintained in accordance with the applicable adopted codes of the City.

## **8. SECURITY REQUIREMENTS**

- (a) Properties subject to these Sections shall be maintained in a secure manner so as not to be accessible to unauthorized persons.

- (b) A “secure manner” shall include, but not be limited to, the closure and locking of windows, doors, gates and other openings of such size that may allow a child to access the interior of the property or structure. Broken windows, doors, gates, and other openings of such size that may allow a child or animal to access the interior of the property or structure must be repaired. Broken windows or doors shall be permanently repaired or secured temporarily utilizing pressure-treated or painted wood. The securing of property by use of wood is only a temporary solution to prevent unauthorized entry into a property.
- (c) If a property is Registrable, and the property has become vacant or blighted, a property manager shall be designated by the mortgagee and/or owner to perform the work necessary to bring and keep the property in compliance with the applicable code(s), and the property manager must perform regular inspections to verify compliance with the requirements of this Chapter, and any other applicable laws.
- (d) In addition to the above, the property is required to be secured in accordance with the applicable adopted codes of the City.
- (e) When a property subject to this Chapter becomes vacant, it shall be posted with the name and twenty-four (24) hour contact telephone number of the property manager. The property manager shall be available to be contacted by the City Monday through Friday between 9:00 a.m. and 5:00 p.m., federal legal holidays excepted. The sign shall be placed in a window facing the street and shall be visible from the street. The posting shall contain minimally, the following language with supporting information:

THIS PROPERTY IS MANAGED BY \_\_\_\_\_.  
AND IS INSPECTED ON A REGULAR BASIS. \_\_\_\_\_.  
THE PROPERTY MANAGER CAN BE CONTACTED \_\_\_\_\_.  
BY TELEPHONE AT \_\_\_\_\_.  
OR BY EMAIL AT \_\_\_\_\_.

- (f) The posting required in subsection (e) above shall be placed on the interior of a window facing the street to the front of the property so that it is visible from the street, or secured to the exterior of the building/structure facing the street to the front of the property so that it is visible from the street or if no such area exists, on a stake of sufficient size to support the posting in a location that is at all times visible from the street to the front of the property but not readily accessible to vandals. Exterior posting shall be constructed of and printed with weather-resistant materials.
- (g) Failure of the mortgagee and/or property owner of record to properly inspect and secure a property subject to this Chapter, and post and maintain the signage noted in this section, is a violation and shall be subject to enforcement by any of the enforcement means available to the City. The City may take the necessary action to ensure compliance with this section, and recover costs and expenses in support thereof.

## **9. PROVISIONS SUPPLEMENTAL**

The provisions of this Chapter are cumulative with and in addition to other available remedies. Nothing contained in this Chapter shall prohibit the City from collecting on fees, fines, and penalties in any lawful manner; or enforcing its codes by any other means, including, but not limited to, injunction, abatement, or as otherwise provided by law or ordinance.

## **10. REGISTRABLE PROPERTY DESIGNATION RECONSIDERATION**

Mortgagees and owners may request reconsideration of the designation of the property as registrable property. The request must be in writing and must be submitted to the Community Development Director or their designee within seven (7) days of the date of the mailing of the notice of designation. The request shall contain a complete statement of the reasons the mortgagee or owner disputes the designation and shall set forth specific facts in support of the request. The Community Service Director shall send notice of their decision within seven (7) days of receipt of the request. The filing of a request for reconsideration stays the time required for registration until the Director sends the notice of decision.

## **11. ADDITIONAL AUTHORITY**

- (a) The registration of a property shall not preclude action by the City to take any other action against the property pursuant to other provisions of the City Code, or applicable local, state or federal laws.
- (b) Nothing herein contained shall prohibit the City from immediately condemning a property or taking other immediate action upon a determination that the property is a public nuisance or poses an immediate danger to the public, health, safety or welfare as provided for in the City Code or applicable local, state and federal laws.
- (c) The City may contract with an entity to implement this Chapter, and, if so, any reference to the enforcement officer herein shall include the entity the City contract with for that purpose.
- (d) In order to cause the purpose, intent, and provisions of this Chapter and the Code adopted thereby to be carried out and administered, and to facilitate the same, the City Manager be, and he is hereby authorized to cause directives, interpretations and rules not in conflict with said provisions, to be promulgated and enforced.

## **12. SEVERABILITY**

It is hereby declared to be the intention of the City that if the sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

### 13. PENALTIES

Any person, firm or corporation who shall violate any of the provisions hereof, shall be fined not less than One Hundred Fifty Dollars (\$150.00) nor more than Five Hundred (\$500.00) for each offense, and every day on which a violation occurs or continues shall be considered a separate offense. The City may seek remedies which include corrective action, prohibitions or revocations as a part of its relief.

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 18<sup>th</sup> day of May, 2020.

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JULIE MOORE WOLFE, MAYOR

ATTEST:

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CITY CLERK

PUBLISHED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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CITY CLERK

City Manager

**DATE:** 5/14/2020

**MEMO:**

**TO:** Mayor and City Council

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

**SUBJECT:** Resolution Authorizing An Agreement Between the City of Decatur and Property Registration Champions, LLC.

**SUMMARY RECOMMENDATION:** It is recommended that the City Council approve an agreement with Property Registration Champions, LLC for the administration and management of a vacant property and foreclosure registration program.

**BACKGROUND:** This item was included in the FY 2020 budget, and was discussed at previous neighborhood revitalization study sessions. This agreement essentially outsources the work of enacting a vacant and foreclosed properties ordinance, and provides for remittance of fees for the same to the city's General Fund.

**ATTACHMENTS:**

| Description | Type              |
|-------------|-------------------|
| Resolution  | Resolution Letter |
| Agreement   | Exhibit           |

**RESOLUTION NO. R2020 \_\_\_\_\_**

**RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF  
DECATUR AND PROPERTY REGISTRATION CHAMPIONS, LLC**

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WHEREAS, the CITY OF DECATUR, ILLINOIS, an Illinois municipal corporation and body politic (“City”) is a unit of local government pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and,

WHEREAS, the City finds that Property Registration Champions, LLC, is a capable of providing an electronic registration process for registerable properties; and,

WHEREAS, pursuant to the Agreement, the City will not be incurring any direct additional costs related to the implementation of this agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Decatur as follows:

Section 1. That the City of Decatur approves entering into an Agreement with Prochamps, LLC as depicted in Exhibit A attached hereto and hereby incorporated by reference.

Section 2. That the City Manager of the City of Decatur is hereby authorized to enter into and execute the attached Agreement and any other documents necessary to effectuate this partnership.

PRESENTED AND ADOPTED this 18<sup>th</sup> of May 2020.

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JULIE MOORE WOLFE  
MAYOR

ATTEST:

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CITY CLERK

**AGREEMENT BETWEEN THE CITY OF DECATUR, ILLINOIS  
AND PROPERTY REGISTRATION CHAMPIONS, LLC**

This Agreement is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”) by and between Property Registration Champions, LLC, dba PROCHAMPS, a Florida limited liability company, with offices at 2725 Center Place, Melbourne, FL 32940 (“**PRC**”), and the City of Decatur, an Illinois municipal corporation, with an address at 1 Gary K. Anderson Plaza, Decatur, IL 62523 (“**CITY**”).

**WITNESSETH:**

**WHEREAS**, because of an overwhelming number of mortgage foreclosures on residential and commercial properties that are in violation of Property Registration Ordinance Chapter 72.2, (the “Ordinance”) the care of neglected lawns and exterior maintenance of structures is becoming a health and safety issue in the CITY; and

**WHEREAS**, in order to promptly and efficiently address the issues related to the maintenance of foreclosed residential and commercial properties; the CITY adopted the Ordinance; and

**WHEREAS**, pursuant to the Ordinance the CITY desires to enter into this Agreement with PRC in order to provide services authorized pursuant to the Ordinance, to register vacant, abandoned, and foreclosed properties (the “Properties”), so that the CITY can properly address violations of the CITY’s property maintenance codes; and

**WHEREAS**, PRC will also provide an electronic registration process that is cost-free and revenue neutral for the CITY; and

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

**1. PRC RESPONSIBILITIES.**

- a. PRC will cite the CITY’s Ordinance to mortgagees and/or owners and proactively contact those who file a public notice of default, lis pendens, or any foreclosure action, take title to real property via foreclosure or other legal means, or become vacant in accordance with the Key Policy Requirements as outlined in Exhibit “A”. PRC will electronically provide for registration of Properties in violation of Ordinance.
- b. PRC will pay for all expenses, administrative costs and fees related to registration of Properties, except as provided in 1(c). PRC will monitor publicly recorded foreclosure filings for properties located within the jurisdictional area of the CITY, as well as utility data and any other data available to PRC. PRC will review and confirm the obligation to register properties pursuant to the Ordinance, and with



consultation with the City legal department. PRC will monitor any changes to the obligation to register.

- c. PRC will charge a fee ("Fee") as directed by the CITY to each registering party ("Registrant") to register all mortgagees and/or owners who comply with the Ordinance. PRC shall retain one hundred dollars (\$100.00) of each collected Fee and remit the balance to the CITY. PRC shall forward payment of the CITY's portion of the Fee to the CITY's finance department no later than the fifteenth (15th) day of the following month. Should there be a fee required for public/official record data acquisition integral to the performance of the scope of work required under the terms and provisions of this contract, those charges shall be deducted from the remittance for the actual costs of said charges or subscriptions. If said charges or subscription fees are for the entire county, the fee shall be divided equally between all the communities partnered with PRC within the county at that time. If there is a change in the number of communities partnered with PRC in the county, during the contract period, the county public record access fee will be adjusted accordingly to maintain an even cost sharing by all communities within the county.
- d. In the event the CITY's Ordinance requires payment of late fees as part of the registration requirements, PRC shall collect all applicable late fees, retaining twenty percent (20%) of the fee, and remit the balance to the CITY pursuant to the monthly remittance schedule. All fees related shall be taken out of the CITY's remittance provided in 1(c).
- e. PRC agrees to provide a website for the registration of the Properties in order to enable compliance with the CITY's ordinances. The website will direct Registrants to a hyperlink, [www.PROCHAMPS.com](http://www.PROCHAMPS.com). The website found at [www.PROCHAMPS.com](http://www.PROCHAMPS.com) will automatically allow lenders and/or responsible parties to comply with the CITY's property registration codes.
- f. PRC responsibilities will commence on the Effective Date of this agreement.

## 2. INDEMNIFICATION.

- a. **INDEMNIFICATION BY PRC.** PRC shall defend, indemnify, and hold harmless the CITY and its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of a breach of this Agreement by PRC and/or PRC's performance hereunder.
- b. **INDEMNIFICATION BY CITY.** CITY shall defend, indemnify, and hold harmless PRC and its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of a failure by CITY to timely respond to a public records request.

3. **TERM and TERMINATION.** This Agreement shall terminate two (2) years from the Effective Date. This Agreement will automatically renew at the end of each term for a further term of one (1) year unless either party gives the other written notice of termination thirty (30) days in advance, any time after the initial 2-year term.
  - a. **TERMINATION FOR DEFAULT.** In the event that either party (the “Defaulting Party”) shall breach or fail to comply with any provision of this Agreement and such breach or failure shall continue for a period of thirty (30) days after the giving of written notice to the Defaulting Party, such other party may terminate this Agreement immediately providing written notice of such termination to the Defaulting Party.
  - b. **TERMINATION FOR INSOLVENCY.** This Agreement may be terminated by the CITY in the event of the insolvency of PRC or the commencement by or against the PRC of any case or proceeding under any bankruptcy, reorganization, insolvency or moratorium law or any other law or laws for the relief of debtors or the appointment of any receiver, trustee or assignee to take possession of the properties of the PRC, unless such petition or appointment is set aside or withdrawn or ceases to be in effect within thirty (30) days from the date of said commencement or appointment or the liquidation or dissolution of the PRC.
4. **CONTRACT DOCUMENTS.** The following list of documents which are attached hereto as exhibits to this Agreement shall be incorporated into this Agreement, as if fully set forth herein by reference:
  - a. CITY Ordinance No. 70.2,  
entitled “REGISTRATION OF FORCLOSURE AND VACANT PROPERTIES”,  
dated: May 18, 2020.
5. **INSURANCE.** PRC shall maintain Errors and Omissions Insurance limits of liability provided by such policy shall be no less than one million dollars (\$1,000,000.00) to ensure CITY the indemnification specified herein.
6. **OWNERSHIP AND USE OF DOCUMENTS.** All information collected by PRC from registering parties in connection with the registration of a property pursuant to this Agreement shall be the property of the CITY, and shall be provided to CITY upon request. PRC shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with PRC’s endeavors.
7. **AUDIT, INSPECTION RIGHTS, AND RETENTION OF RECORDS.** PRC shall maintain records pertaining to this agreement for a period of three years (3) from final payment. Such records shall be subject to audit by the CITY on reasonable advanced, written notice. The audit shall be conducted at the premises of the CITY on business days only and during normal working hours. PRC shall comply with all Florida and Illinois Records Act requirements.

8. **INDEPENDENT CONTRACTOR.** This Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer-employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or create any obligation or responsibility on behalf of the other party except as provided by written instrument signed by both parties.
9. **NOTICES.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, hand delivery or facsimile transmission with receipt of delivery, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice shall be deemed to have been given upon receipt. For the present, PRC and the CITY designate the following as the respective places for giving of notice:

CITY: City of Decatur  
1 Gary K Anderson Plaza  
Decatur, IL 62523  
Telephone No. (217) 424-2700  
Attention: City Manager

PRC: David Mulberry, President/CIO  
2725 Center Place  
Melbourne, FL 32940  
Telephone No. (321) 421-6639  
Facsimile No. (321) 396-7776

10. **AMENDMENTS.**

- a. **AMENDMENTS TO AGREEMENT.** It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- b. **AMENDMENT OF FEES.** In the event there are amendments to the Fees, PRC will apply the fee that was in place for the registration period in question.
11. **CITY DATA.** On a date, agreed upon, the CITY will provide PRC a digital file, in format agreeable to PRC, containing all of the information of all Properties registered by the CITY. All registrations and fees received by the CITY during the period from the data delivery date to the Effective Date will be submitted to PRC and considered registrations by PRC under the terms of this Agreement. If the CITY is unable to provide the agreed upon digital file then the CITY will provide PRC all property registration information,

including but not limited to registration forms, to PRC for manual entry into the PRC database. If manual entry of this information is required of PRC the CITY agrees to compensate PRC five dollars (\$5.00) per property.

12. **ORDINANCE VIOLATION DATA.** Whenever the CITY becomes aware of one or more relevant ordinance violations upon a property registered pursuant to this Agreement, the CITY shall report the violation(s) to PRC, which shall maintain a record of all reported violations upon the property, in addition to data PRC maintains pursuant to this Agreement.
13. **PUBLICITY.** PRC may include CITY's name and general case study information within PRC's marketing materials and website.
14. **CITY LOGO.** CITY shall provide the CITY's logo to PRC for the purposes as set forth in 1(a).
15. **FORCE MAJEURE.** Neither party to this Agreement shall be responsible for any delays or failure to perform any provision of this Agreement (other than payment obligations) due to acts of God, strikes or other disturbances, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, or other causes beyond the control of such party.
16. **LIMITATION OF LIABILITY.** NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE.
17. **BINDING AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
18. **LAWS AND ORDINANCES.** PRC shall observe all laws and ordinances of the CITY, county, state, federal or other public agencies directly relating to the operations being conducted pursuant to this Agreement.
19. **EQUAL EMPLOYMENT OPPORTUNITY.** In the performance of this Agreement, PRC shall not discriminate against any firm, employee or applicant for employment or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry or national origin.
20. **WAIVER.** Any failure by CITY to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and CITY may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
21. **SEVERABILITY.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this

Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

22. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Illinois with venue lying in Macon County, Illinois.
23. **ATTORNEY'S FEES AND COSTS.** In the event of a dispute arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, paralegal expenses, and costs, including fees and costs incurred at all pretrial, trial and appellate levels.
24. **CONTINGENCY.** This Agreement is contingent upon the Ordinance being passed by the CITY within forty-five (45) days of the Agreement date. If the Ordinance is not passed by that date or PRC does not consent to the Ordinance provisions then PRC can declare this Agreement null and void without any further demands by the CITY.
25. **ENTIRE AGREEMENT.** This Agreement represents the entire and integrated agreement between the CITY and the PRC and supersedes all prior negotiations, representations or agreements, either written or oral.

[Remainder of this page intentionally left blank.]

**IN WITNESS WHEREOF**, the parties hereto have affixed their hands and seals the day and year first above written.

**CITY OF DECATUR, ILLINOIS**

\_\_\_\_\_  
Julie Moore Wolfe, Mayor

Date: \_\_\_\_\_

**PROPERTY REGISTRATION CHAMPIONS, LLC**

\_\_\_\_\_  
David Mulberry, President/CIO

Date: \_\_\_\_\_

Property Registration Champions, LLC  
2725 Center Place  
Melbourne, FL 32940

## Exhibit “A”

### Key Policy Requirements

#### Foreclosure:

Ordinance No. 70.2

|                                               |                                                                                                                                                               |
|-----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Registration, Renewal Fee</b>              | \$500, \$350                                                                                                                                                  |
| <b>Late Fee</b>                               | Recurring 10% of Registration and Renewal Fee every 30 days                                                                                                   |
| <b>Registration Triggers</b>                  | - Post-Filing (NOD <sup>i</sup> /LP <sup>ii</sup> ), Occupied or Vacant<br>- REO <sup>iii</sup> , Occupied or Vacant                                          |
| <b>Renewal</b>                                | 6 months                                                                                                                                                      |
| <b>Org Exemptions</b>                         | Governmental entities and HOAs                                                                                                                                |
| <b>Property Exemptions</b>                    | N/A                                                                                                                                                           |
| <b>Refund Policy</b>                          | A non-refundable semi-annual registration and renewal fee per the ordinance                                                                                   |
| <b>OMT Update/Change</b>                      | Report change of info within 10 days. Transferrer is responsible for all unpaid fees, fines and penalties accrued during their involvement with the property. |
| <b>Effective/Start Date for Registrations</b> | June 1, 2020                                                                                                                                                  |

#### Vacant Private Owner:

Ordinance No.70.2

|                                               |                                                                             |
|-----------------------------------------------|-----------------------------------------------------------------------------|
| <b>Registration Fee, Renewal Fee</b>          | \$200, \$350                                                                |
| <b>Late Fee</b>                               | Recurring 10% of Registration and Renewal Fee every 30 days                 |
| <b>Registration Triggers</b>                  | Vacant with violation/60 days/Private Owner                                 |
| <b>Renewal</b>                                | 6 months                                                                    |
| <b>Org Exemptions</b>                         | Nonprofit Organizations                                                     |
| <b>Property Exemptions</b>                    | Vacant Lots                                                                 |
| <b>Refund Policy</b>                          | A non-refundable semi-annual registration and renewal fee per the ordinance |
| <b>OMT Update/Change</b>                      | New OMT is required to re-register the property and pay registration fee    |
| <b>Effective/Start Date for Registrations</b> | June 1, 2020                                                                |

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<sup>i</sup> NOD – Notice of Default

<sup>ii</sup> LP – Lis Pendens

<sup>iii</sup> REO – Real Estate Owned

## Public Works

**DATE:** 5/6/2020

**MEMO:** 2020-89

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

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

**SUBJECT:** Ordinance Annexing Territory 3407 Ferris Drive

**SUMMARY RECOMMENDATION:**

Staff recommends that the following Ordinances annexing territories be approved.

1. 3407 Ferris Drive
2. 3220 Las Vegas Drive
3. 3291 Las Vegas Drive
4. 3115 North Westlawn Avenue
5. 3135 North Westlawn Avenue

**BACKGROUND:** The subject properties are being annexed due to a water service agreement. The Public Works Department is not actively pursuing the annexations during the COVID-19 shelter in place order. These documents were sent out previously and have been returned.

**POTENTIAL OBJECTIONS:** None

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

**ATTACHMENTS:**

| Description                                    | Type      |
|------------------------------------------------|-----------|
| Ordinance Annexing Territory 3407 Ferris Drive | Ordinance |



**ORDINANCE NO. \_\_\_\_\_**

**ORDINANCE ANNEXING TERRITORY  
3407 FERRIS DRIVE**

---

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

LOT 26 OF SOUTH HILLTOP SUBDIVISION, AS PER PLAT RECORDED IN BOOK 300, PAGE 212 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-33-301-010

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

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

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

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

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 18<sup>th</sup> day of May 2020.

---

JULIE MOORE WOLFE, MAYOR

ATTEST:

---

KIM ALTHOFF, CITY CLERK

**PETITION FOR ANNEXATION**

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

The undersigned, under oath, respectfully represents as follows:

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

Scott White

Brenda White

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3407 Ferris Drive, and legally described as follows:

LOT 26 OF SOUTH HILLTOP SUBDIVISION, AS PER PLAT RECORDED IN BOOK 300, PAGE 212 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN # 17-12-33-301-010

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

**SIGNATURE**

**PRINTED NAME**

**STREET ADDRESS, CITY, STATE**

Scott White

Scott White

3407 Ferris Dr. Decatur, IL

Brenda White

Brenda White

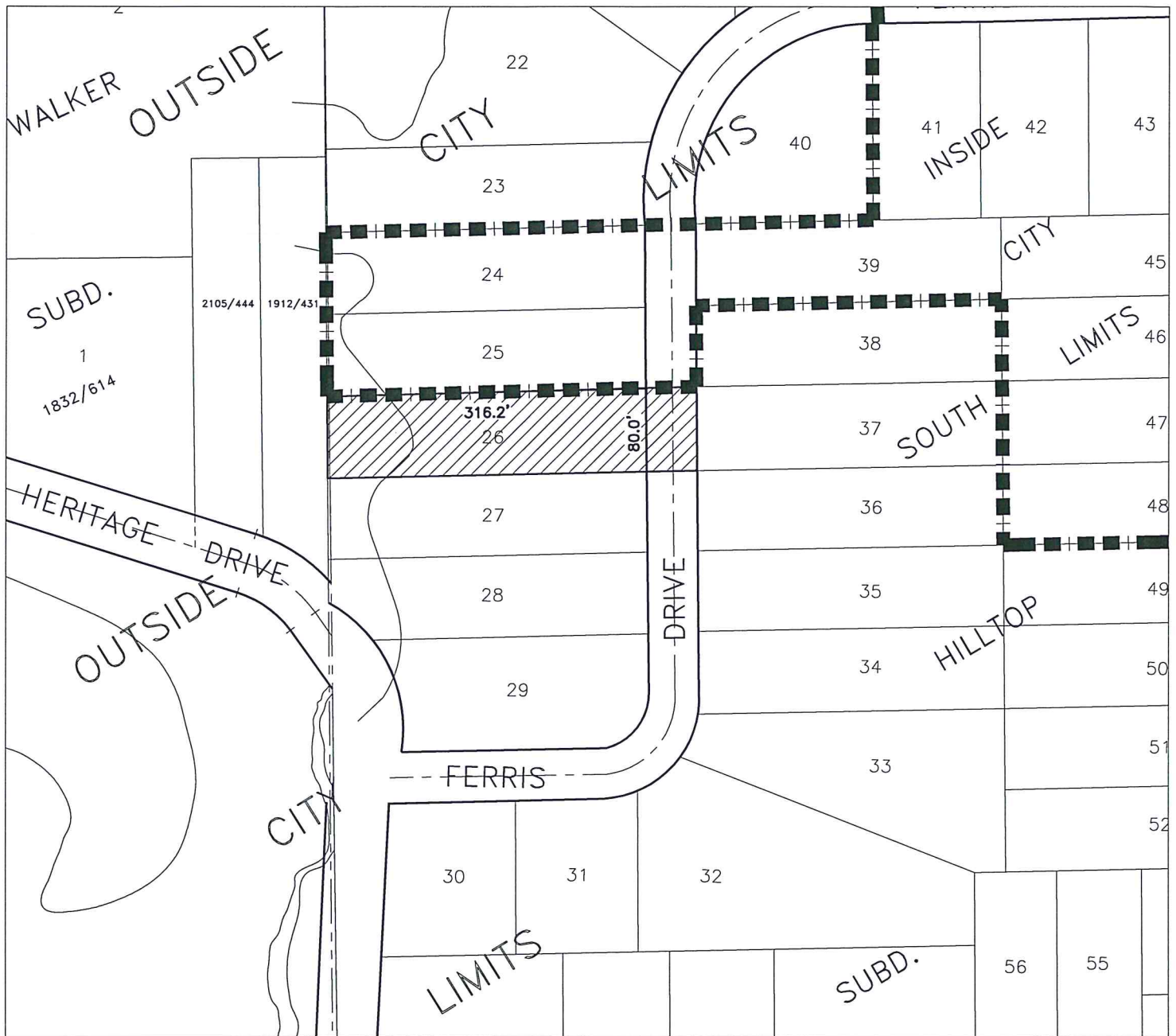
62521

Signed and sworn to before me this 21<sup>st</sup> day of April, 2020

Tara R. Bachstein

Notary Public





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS  
3407 Ferris Drive Plat



indicates territory annexed



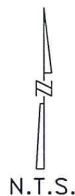
indicates existing corporate limits

0.58± acres

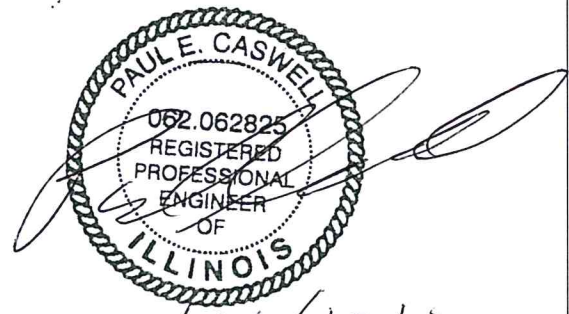
AREA 0.0009± sq. miles

80.0 lin. ft. of public road

SOUTH WHEATLAND township



N.T.S.



4/16/2020

City Engineer - DECATUR, ILLINOIS  
ILLINOIS PROFESSIONAL ENGINEER #062-062825  
LICENSE EXPIRES NOV. 30, 2021

ORDINANCE NO: \_\_\_\_\_

DEPARTMENT OF PUBLIC WORKS  
DIVISION OF ENGINEERING

DATE: \_\_\_\_\_ Page 341 of 383

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

Public Works

**DATE:** 5/6/2020

**MEMO:** 2020-89

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

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

**SUBJECT:** Ordinance Annexing Territory 3220 Las Vegas Drive

**ATTACHMENTS:**

| Description                                       | Type      |
|---------------------------------------------------|-----------|
| Ordinance Annexing Territory 3220 Las Vegas Drive | Ordinance |



**ORDINANCE NO. \_\_\_\_\_**

**ORDINANCE ANNEXING TERRITORY  
3220 LAS VEGAS DRIVE**

---

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

LOT 51 HUSTON FOREST ACRES, AS PER PLAT RECORDED IN BOOK 300 PAGE 350  
OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 07-07-32-433-002

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

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

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

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

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 18<sup>th</sup> day of May 2020.

---

JULIE MOORE WOLFE, MAYOR

ATTEST:

---

KIM ALTHOFF, CITY CLERK

**PETITION FOR ANNEXATION**

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

The undersigned, under oath, respectfully represents as follows:

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

DWIGHT D. MAST

PATRICIA E. MAST

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3220 Las Vegas Drive, and legally described as follows:

LOT 51 HUSTON FOREST ACRES, AS PER PLAT RECORDED IN BOOK 300 PAGE 350 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS

PIN #07-07-32-433-002 \_\_\_\_\_

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

**SIGNATURE**

**PRINTED NAME**

**STREET ADDRESS, CITY, STATE**

Patricia E. Mast

PATRICIA E. MAST

3220 LAS VEGAS DR. DECATUR, ILL.

Dwight D. Mast

DWIGHT D. MAST

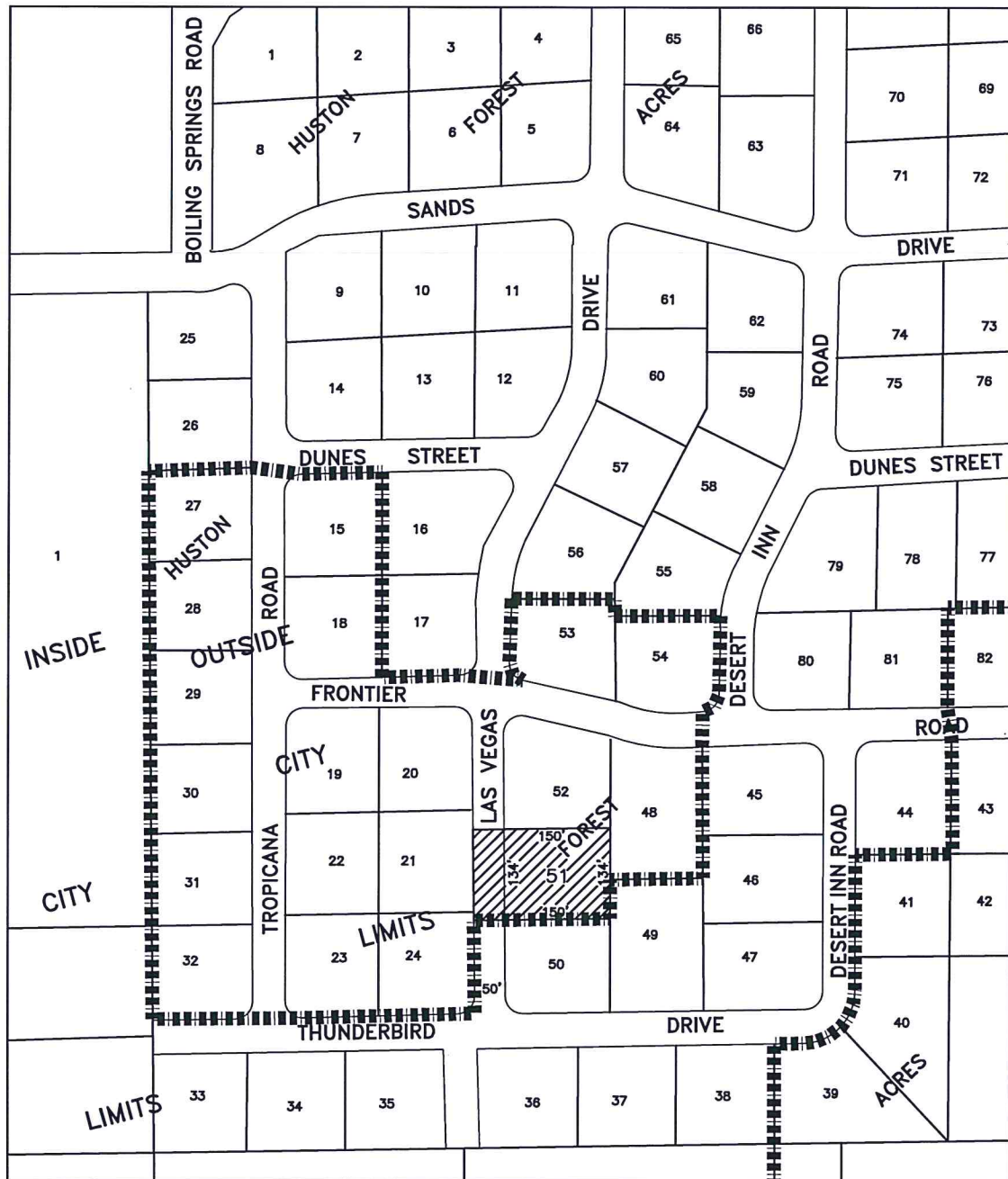
3220 LAS VEGAS DR. DECATUR, ILL.

Signed and sworn to before me this 14<sup>th</sup> day of April, 20 20

Jeri M. Collins  
Notary Public







PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS  
3220 LAS VEGAS DRIVE



indicates territory annexed



indicates existing corporate limits

0.461± acres

AREA 0.0007± sq. miles

134± lin. ft. of public road

HICKORY POINT township



N.T.S.



5-6-20

CITY ENGINEER - DECATUR, ILLINOIS  
ILLINOIS PROFESSIONAL ENGINEER # 062-048941  
LICENSE EXPIRES NOV. 30, 2021

ORDINANCE NO: \_\_\_\_\_

DATE: \_\_\_\_\_

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

DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION

Public Works

**DATE:** 5/6/2020

**MEMO:** 2020-89

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

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

**SUBJECT:** Ordinance Annexing Territory 3291 Las Vegas Drive

**ATTACHMENTS:**

| Description                                       | Type      |
|---------------------------------------------------|-----------|
| Ordinance Annexing Territory 3291 Las Vegas Drive | Ordinance |

**ORDINANCE NO. \_\_\_\_\_**

**ORDINANCE ANNEXING TERRITORY  
3291 LAS VEGAS DRIVE**

---

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

LOT 20 HUSTON FOREST ACRES, AS PER PLAT RECORDED IN BOOK 300 PAGE 350  
OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 07-07-32-432-004

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

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

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

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

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 18<sup>th</sup> day of May 2020.

---

JULIE MOORE WOLFE, MAYOR

ATTEST:

---

KIM ALTHOFF, CITY CLERK



PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

Robert D. Harrold

Rosemarie Harrold

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3291 Las Vegas Drive, and legally described as follows:

LOT 20 HUSTON FOREST ACRES, AS PER PLAT RECORDED IN BOOK 300 PAGE 350 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS

PIN #07-07-32-432-004 \_\_\_\_\_

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

SIGNATURE

PRINTED NAME

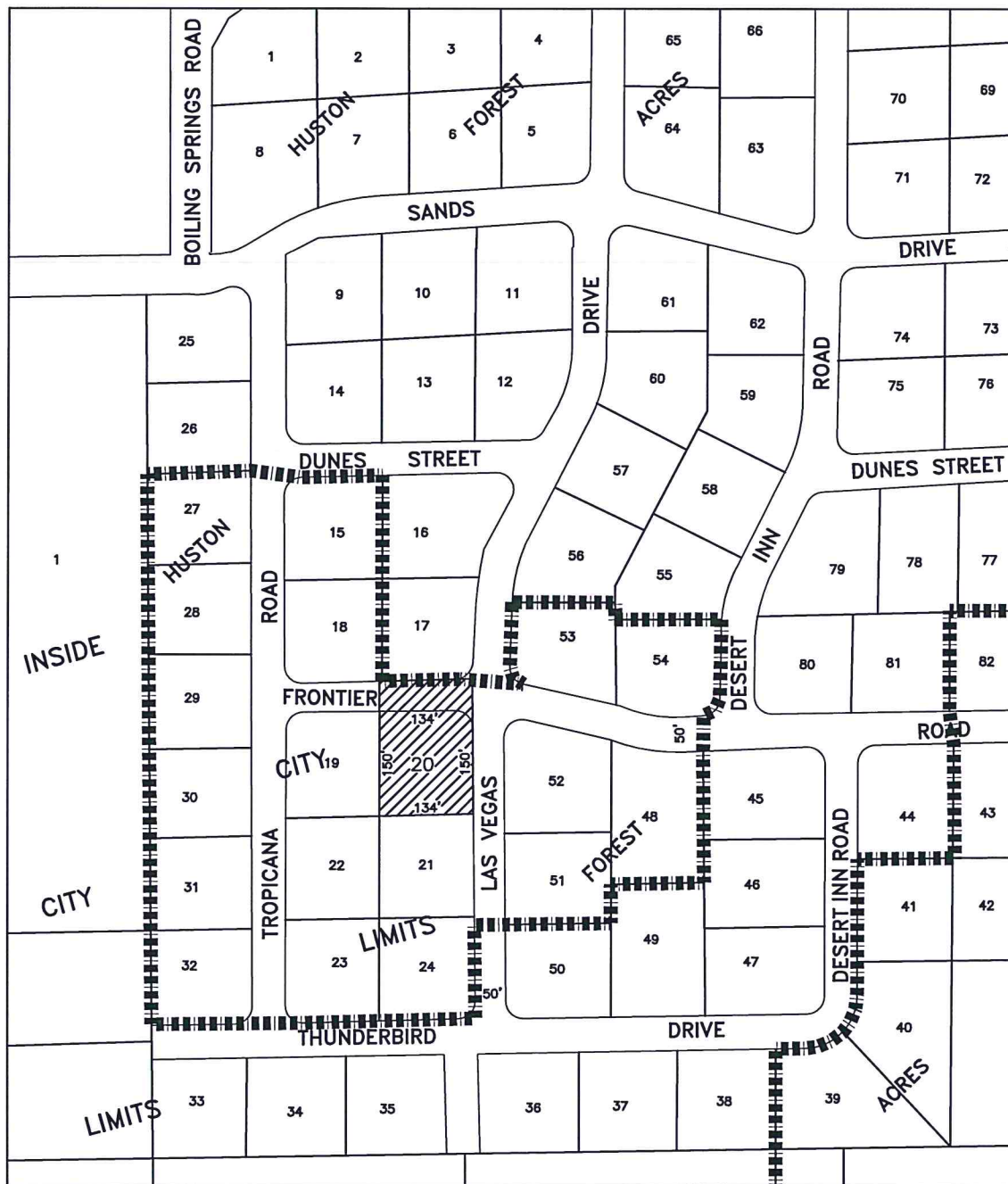
STREET ADDRESS, CITY, STATE

Robert D. Harrold ROBERT D HARROLD 3291 LAS VEGAS DR, DECATUR, IL  
Rosemarie Harrold Rosemarie Harrold 3291 Las Vegas Dr. Decatur, IL

Signed and sworn to before me this 10<sup>th</sup> day of April, 20 20

Jane Buraglio  
Notary Public





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS  
3291 LAS VEGAS DRIVE



indicates territory annexed



indicates existing corporate limits

0.461± acres

AREA 0.0007± sq. miles

134± lin. ft. of public road

HICKORY POINT township



N.T.S.



5-6-20

CITY ENGINEER - DECATUR, ILLINOIS  
ILLINOIS PROFESSIONAL ENGINEER # 062-048941  
LICENSE EXPIRES NOV. 30, 2021

ORDINANCE NO: \_\_\_\_\_

DATE: \_\_\_\_\_ Page 351 of 383

DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION

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

Public Works

**DATE:** 5/6/2020

**MEMO:** 2020-89

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

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

**SUBJECT:** Ordinance Annexing Territory 3115 North Westlawn Avenue

**ATTACHMENTS:**

| Description                                                | Type      |
|------------------------------------------------------------|-----------|
| Ordinance Annexing Territory 3115<br>North Westlawn Avenue | Ordinance |

**ORDINANCE NO. \_\_\_\_\_**

**ORDINANCE ANNEXING TERRITORY  
3115 NORTH WESTLAWN AVENUE**

---

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

THE SOUTH 116 FEET OF THE EAST 321 FEET OF THE NORTH 10 ACRES OF THE  
SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 32, TOWNSHIP 17 NORTH,  
RANGE 2 EAST OF THE 3<sup>RD</sup> P.M.

PIN# 07-07-32-476-006

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

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

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

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

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.



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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 18<sup>th</sup> day of May 2020.

---

JULIE MOORE WOLFE, MAYOR

ATTEST:

---

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

Karen F March

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3115 N. Westlawn Avenue, and legally described as follows:

THE SOUTH 116 FEET OF THE EAST 321 FEET OF THE NORTH 10 ACRES OF THE SOUTHEAST ¼  
OF THE SOUTHEAST ¼ OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 2 EAST OF THE 3<sup>RD</sup> P.M.

PIN #07-07-32-476-006 \_\_\_\_\_

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

SIGNATURE

PRINTED NAME

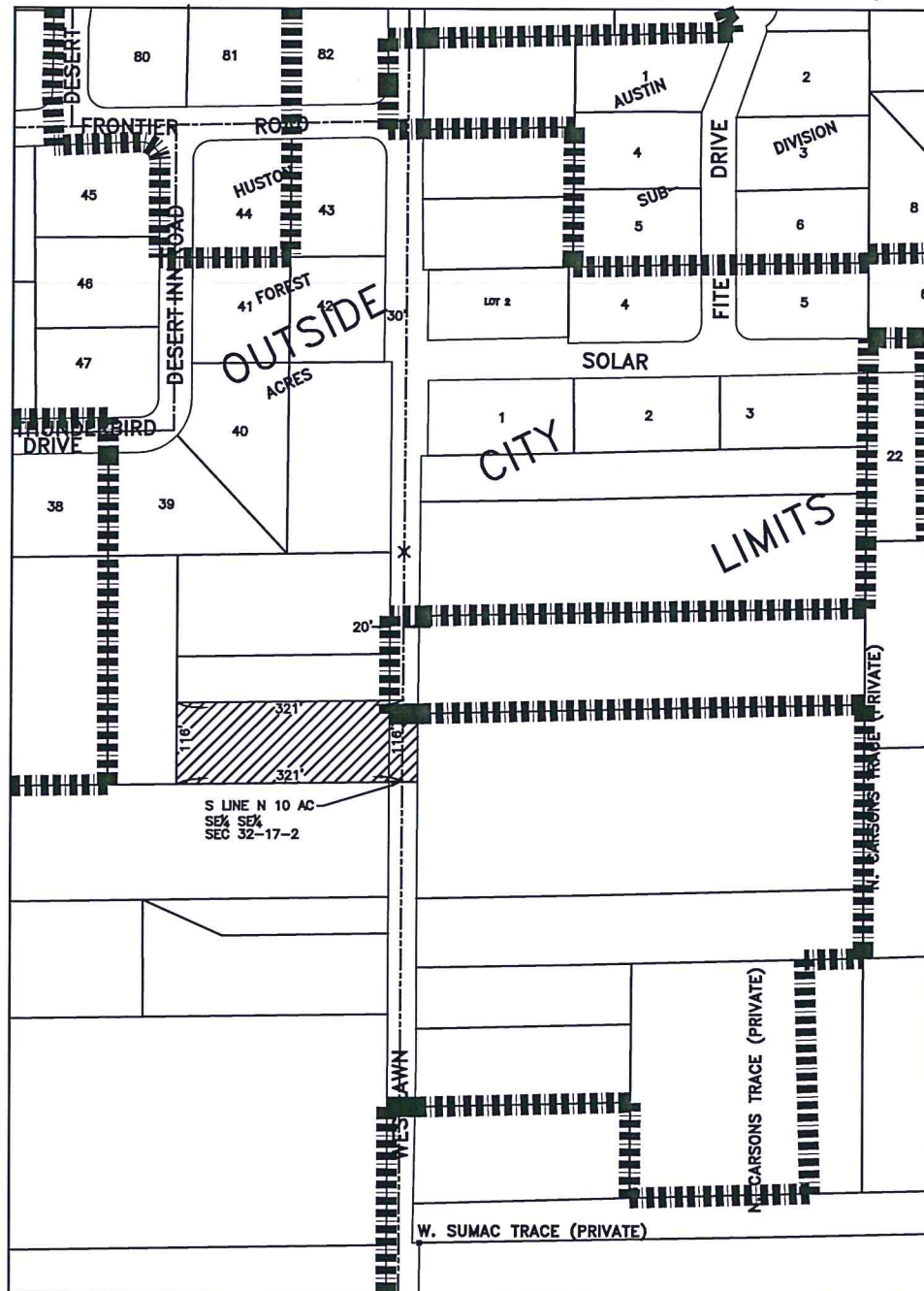
STREET ADDRESS, CITY, STATE

Karen March Karen March 3115 N Westlawn Ave  
Decatur AL 62526

Signed and sworn to before me this 9<sup>th</sup> day of April, 20 20

Diana Michelle McGlade  
Notary Public





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS  
3115 NORTH WESTLAWN AVENUE



indicates territory annexed



indicates existing corporate limits

0.855± acres

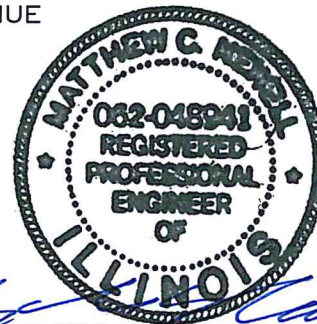
AREA 0.0013± sq. miles

110± lin. ft. of public road

HICKORY POINT township



N.T.S.



CITY ENGINEER - DECATUR, ILLINOIS  
ILLINOIS PROFESSIONAL ENGINEER # 062-048941  
LICENSE EXPIRES NOV. 30, 2021

ORDINANCE NO: \_\_\_\_\_

DATE: \_\_\_\_\_

DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION

Public Works

**DATE:** 5/6/2020

**MEMO:** 2020-89

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

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

**SUBJECT:** Ordinance Annexing Territory 3135 North Westlawn Avenue

**ATTACHMENTS:**

| Description                                                | Type      |
|------------------------------------------------------------|-----------|
| Ordinance Annexing Territory 3135<br>North Westlawn Avenue | Ordinance |

**ORDINANCE NO. \_\_\_\_\_**

**ORDINANCE ANNEXING TERRITORY  
3135 NORTH WESTLAWN AVENUE**

---

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

THE NORTH 65 FEET OF THE SOUTH 181 FEET OF THE EAST 321 FEET OF 10 ACRES OF EVEN WIDTH OFF THE NORTH END OF THE SOUTHEAST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 2 EAST OF THE 3<sup>RD</sup> P.M. SITUATED IN MACON COUNTY, ILLINOIS. EXC COAL, MINERALS, OIL & GAS RIGHTS.

PIN# 07-07-32-476-005

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

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

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

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

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



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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 18<sup>th</sup> day of May 2020.

---

JULIE MOORE WOLFE, MAYOR

ATTEST:

---

KIM ALTHOFF, CITY CLERK

**PETITION FOR ANNEXATION**

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

The undersigned, under oath, respectfully represents as follows:

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

Ronald R. Black

Brenda M. Black

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3135 N. Westlawn Avenue, and legally described as follows:

THE NORTH 65 FEET OF THE SOUTH 181 FEET OF THE EAST 321 FEET OF 10 ACRES OF EVEN WIDTH OFF THE NORTH END OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 2 EAST OF THE 3<sup>RD</sup> P.M. SITUATED IN MACON COUNTY, ILLINOIS. EXC COAL, MINERALS, OIL & GAS RIGHTS.

PIN #07-07-32-476-005 \_\_\_\_\_

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

| <u>SIGNATURE</u>      | <u>PRINTED NAME</u>   | <u>STREET ADDRESS, CITY, STATE</u> |
|-----------------------|-----------------------|------------------------------------|
| <u>Ronald R Black</u> | <u>Ronald R Black</u> | <u>3135 N. Westlawn Ave</u>        |
| <u>Brenda M Black</u> | <u>Brenda M Black</u> | <u>3135 N. Westlawn Ave</u>        |
|                       |                       | <u>Decatur IL 62526</u>            |

Signed and sworn to before me this 30<sup>th</sup> day of MARCH, 2020

Steven L. Hamilton  
Notary Public



3135 NORTH WESTLAWN AVENUE



**0.479± acres**

0 lin. ft. of public road



N.T.S.

N.T.S.



5-6-20

ORDINANCE NO: \_\_\_\_\_

**DATE:** \_\_\_\_\_

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DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION



City Clerk

**DATE:** 5/11/2020

**MEMO:**

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

**FROM:** Scot Wrighton, City Manager  
Richelle Irons, Interim Community Development Director

**SUBJECT:** Resolution Approving Appointment

**SUMMARY RECOMMENDATION:** Council is asked to pass the proposed Resolution approving the appointment of Jon Kindseth to the DCDF board.

**ATTACHMENTS:**

| Description                      | Type              |
|----------------------------------|-------------------|
| Resolution Approving Appointment | 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:

Jon Kindseth

DCDF

05/01/2021

DATED this 18<sup>th</sup> day of May, 2020.

---

Julie Moore Wolfe, Mayor

**RESOLUTION NO. R2020-\_\_\_\_\_**

**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 18<sup>th</sup> day of May, 2020.

---

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 18<sup>th</sup> day of May, 2020.

---

Julie Moore Wolfe, Mayor

City Clerk

**DATE:** 5/11/2020

**MEMO:**

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

**FROM:** Scot Wrighton, City Manager  
Richelle Irons, Interim Community Development Director

**SUBJECT:** Council is asked to pass the proposed Resolution approving the reappointments of Julie Moore Wolfe, Scot Wrighton, Gregg Zientara, Glenn Livingston, Tony Wilkins and William Francisco to the DCDF board.

**ATTACHMENTS:**

| Description                         | Type              |
|-------------------------------------|-------------------|
| Resolution Approving Reappointments | Resolution Letter |

TO THE COUNCIL OF THE CITY  
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the reappointment by the Mayor of the following named as members of the boards or commissions set opposite their respective names, to serve terms expiring upon the dates set opposite their respective names or until their respective successors are appointed and qualified:

|                   |      |            |
|-------------------|------|------------|
| Julie Moore Wolfe | DCDF | 05/01/2021 |
| Scot Wrighton     | DCDF | 05/01/2021 |
| Gregg Zientara    | DCDF | 05/01/2021 |
| Glenn Livingston  | DCDF | 05/01/2021 |
| Tony Wilkins      | DCDF | 05/01/2021 |
| William Francisco | DCDF | 05/01/2021 |

DATED this 18<sup>th</sup> day of May, 2020.

---

Julie Moore Wolfe, Mayor

**RESOLUTION NO. R2020-\_\_\_\_\_**

**RESOLUTION APPROVING REAPPOINTMENTS**

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

Section 1. That consent of the Council be, and it is hereby, given to the appointments by the Mayor of the persons aforesaid as by said Mayor requested, which said request be, and it is hereby, received, placed on file and approved.

PRESENTED AND ADOPTED this 18<sup>th</sup> day of May, 2020.

---

Julie Moore Wolfe, Mayor

ATTEST:

---

City Clerk

TO THE COUNCIL OF THE CITY  
OF DECATUR, ILLINOIS:

Having received your consent, I hereby reappoint those named in the foregoing request by you approved as therein requested.

DATED this 18<sup>th</sup> day of May, 2020.

---

Julie Moore Wolfe, Mayor

City Manager

**DATE:** 5/8/2020

**MEMO:** 2020-05

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

**FROM:** City Manager, Scot Wrighton

**SUBJECT:** Monthly Reports for April, 2020

**ATTACHMENTS:**

| Description                        | Type       |
|------------------------------------|------------|
| Fire, April, 2020                  | Cover Memo |
| Police, April, 2020                | Cover Memo |
| Public Works, April, 2020          | Cover Memo |
| Community Development, April, 2020 | Cover Memo |
| IT, April, 2020                    | Cover Memo |



**DECATUR FIRE DEPARTMENT**  
**MEMORANDUM**  
**2020-07**

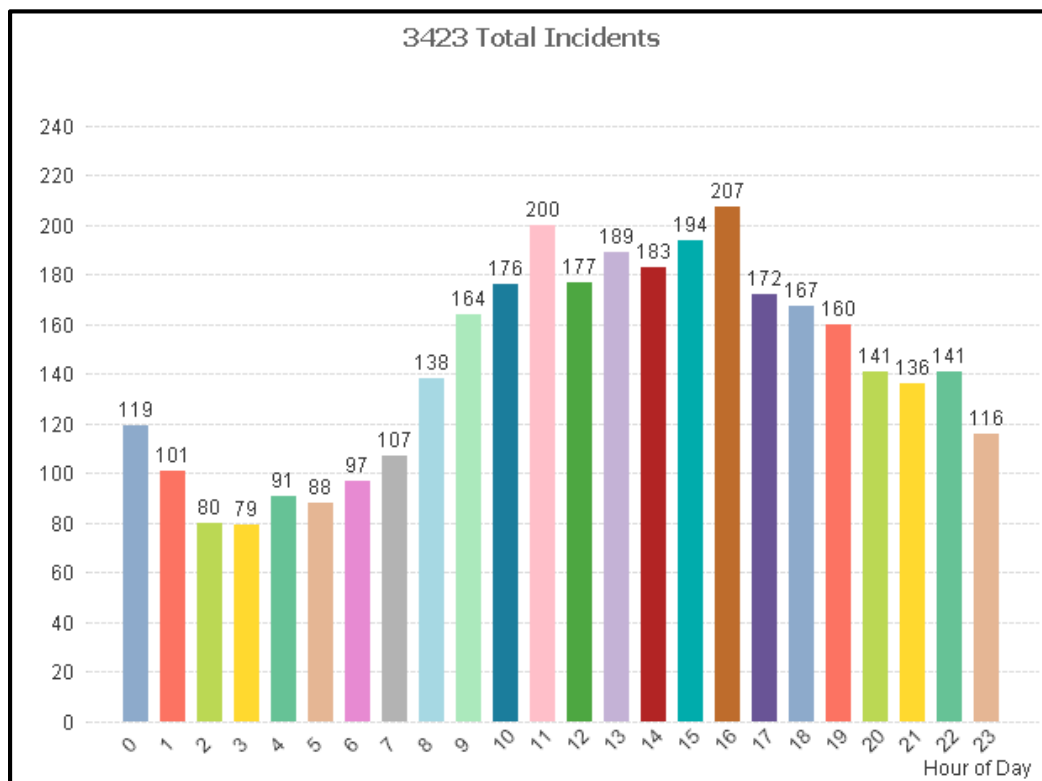
May 7, 2020

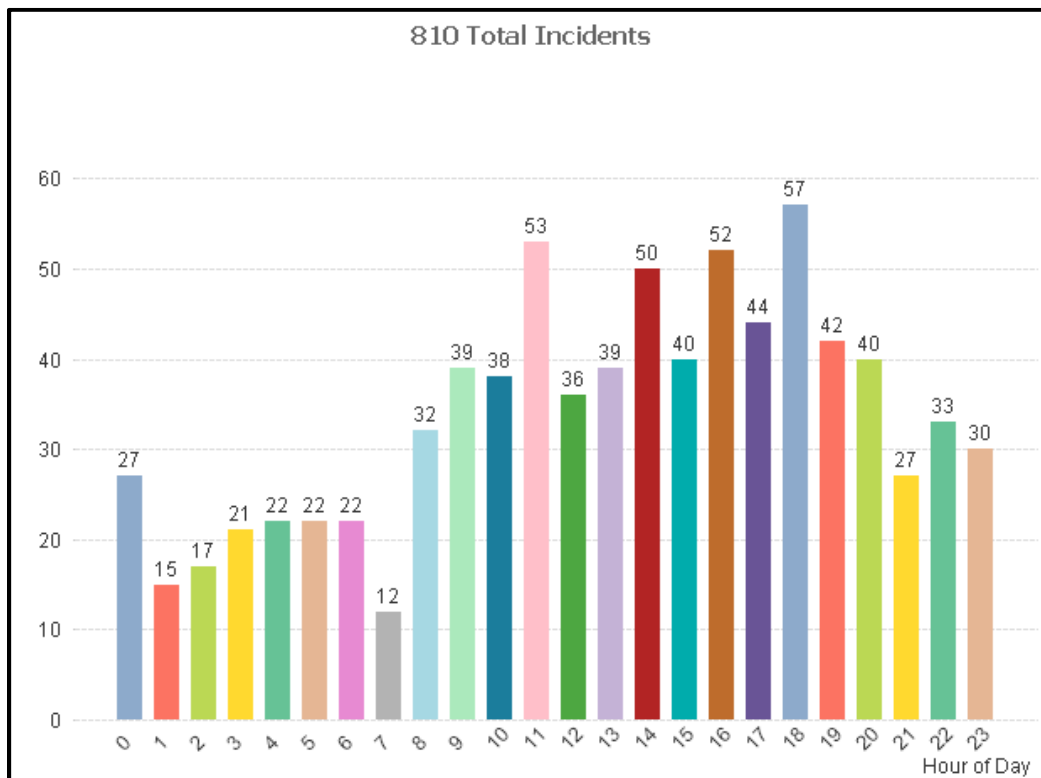
TO: Scot Wrighton, City Manager

FROM: Jeff Abbott, Fire Chief

RE: Monthly Report – April 2020

The fire department responded to 810 alarms in April. To date the department has responded to 3423 alarms in 2020. During the same time period last year, the department responded to 3481 alarms. The call volume for April was only down about two alarms per day compared to last year, which is surprising considering the stay-at-home order was in place.





### **Training:**

Training has been reduced to “in-house” training during the COVID-19 crisis. We are not conducting any multi-company training to avoid cross contamination if one of the firefighters were positive for COVID-19 but was asymptomatic. Therefore, the training consists of items that each company officer develops on a daily basis. We are also using our Target Solutions training database to assign training.

### **Fire Prevention:**

Fire hydrant testing was completed throughout the city in April. Approximately one-quarter of the city’s fire hydrants are tested each year. No major issues were discovered during this year’s testing.

There is not much else to report since the Fire Prevention Division was disbanded and there are no fire inspectors/investigators.

# DECATUR ILLINOIS POLICE DEPARTMENT

**TO:** Mayor Julie Moore-Wolfe  
City Council Members  
City Manager Scot Wrighton

**FROM:** James E. Getz, Chief of Police

**RE:** April 2020 Monthly Report

## STAFFING

### Sworn Police Officer Staffing

At the end of April 2020 staffing was 145. Current staffing for the Decatur Police Department is as follows:

| <u>Position</u>       | <u>Current</u> |
|-----------------------|----------------|
| Police Chief          | 1              |
| Deputy Chief          | 2              |
| Police Lieutenant     | 5              |
| Police Sergeant       | 17             |
| Police Patrol Officer | 120            |
| TOTAL                 | 145            |

### Civilian-Non Sworn Police Staffing

At the end of April 2020 staffing was 13. Current civilian staffing for the Decatur Police Department is as follows:

| <u>Position</u>           | <u>Current</u> |
|---------------------------|----------------|
| Administrative Secretary  | 1              |
| Senior Crime Analyst      | 1              |
| Crime Analyst             | 1              |
| Sr. Clerk Typist          | 2              |
| Records Supervisor        | 1              |
| Parking Enforcement       | 2              |
| Part-time FOIA Officer    | 2              |
| Community Liaison Officer | 3              |
| Total                     | 13             |



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                           | 0            | 7          |
| Directed Patrols                             | 7            | 75         |
| Active Problem Oriented Policing Projects    | 1            | 1          |
| Completed Problem Oriented Policing Projects | 0            | 0          |
| Parking Citations                            | 18           | 191        |
| Criminal Arrests                             | 219          | 1234       |
| Felony Drug Arrests                          | 17           | 103        |
| Firearms Seized                              | 11           | 43         |
| Traffic Citations                            | 309          | 2568       |
| Field Interviews                             | 135          | 786        |
| Written Warnings                             | 102          | 1544       |
| Calls for Service/CAD incidents              | 3496         | 16896      |
| Unlawful use of Motor Vehicle tows           | 0            | 344        |
| Driving Under the Influence Arrests (DUI)    | 19           | 130        |
| DUI involving accidents                      | 6            | 30         |
| Fatal Accidents                              | 1            | 2          |
| Traffic Accidents                            | 139          | 710        |
| Accidents with Personal Injury               | 27           | 113        |
| City Ordinances Arrests                      | 4            | 56         |

### Distracted Driving Enforcement-

Electronic Communication Device Citations:

| <u>State Citations</u> | <u>YTD</u> | <u>Warning Citations</u> | <u>YTD</u> |
|------------------------|------------|--------------------------|------------|
| 3                      | 114        | 0                        | 29         |

### 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                    | 6847 grams    | 17,241 grams @ \$10-gram | \$172,410           |
| Cocaine-Powder              | 54 grams      | 290 grams @ \$100-gram   | \$29,000            |
| Cocaine-Crack               | 3 grams       | 31 grams @ \$100-gram    | \$3,100             |
| Heroin                      | 0 grams       | 10 grams @ \$300-gram    | \$3,000             |
| Ecstasy                     | 1 hits        | 56 hits @ \$20 hit       | \$1,120             |
| Meth                        | 11 grams      | 653 grams @ 100-gram     | \$65,300            |
| K-2/Pills:                  | 1             | 27                       |                     |
| Search Warrants: 2          |               | YTD: 24                  |                     |
| US Currency Seized: \$2,839 |               | YTD: \$53,400            |                     |
| Firearms seized: 4          |               | YTD: 29                  |                     |
| Vehicles seized: 2          |               | YTD: 0                   |                     |

**Criminal Investigations (Adult & Juvenile Detectives):**

|                                     |          |
|-------------------------------------|----------|
| New cases assigned: 73              | YTD: 299 |
| Cases closed/resolved: 46           | YTD: 214 |
| Criminal Arrests: 31                | YTD: 134 |
| Homicides: 3                        | YTD: 3   |
| Infant Death Investigations: 0      | YTD: 1   |
| Suicide Detective Investigations: 0 | YTD: 0   |
| Missing Person Investigations: 4    | YTD: 8   |
| Computer forensic Exams: 160        | YTD: 320 |

**Crime Analysis Unit and Investigations:**

|                                 |          |
|---------------------------------|----------|
| Sex Offender Registrations: 104 | YTD: 481 |
|---------------------------------|----------|

**Freedom of Information (FOIA)**

The Professional Standards Unit received 158 Freedom of Information Act requests for the month.

Total requests YTD in 2020 is 826

**\*\* Most of these numbers are down as the Department has tried to limit proactivity to decrease possible exposure and spread of Coronavirus\*\***

**Public Works Department  
Monthly Activity Report  
April 2020**

**Engineering:**

**McKinley Avenue Sewer Rehabilitation Project:**

**Month Activity:** All work is complete, final inspection is being performed by City and CMT.

Final loan closeout is scheduled for May.

**Project Background:** Chastain and Associates completed design and submitted the plans and specifications to IEPA for approval. The Loan Ordinance was approved on November 5, 2018 for \$7.9 million. A request for qualifications and proposals was advertised on February 13, 2019 to provide the City with construction engineering services. The City receive proposals from Crawford Murphy and Tilly (CMT) and Chastain and Associates. The City selected CMT as the most qualified firm and an engineering services contract was awarded on June 3, 2019. The construction project is advertised June 20, 2019 and bids were received on August 20, 2019. The City received six bids with the low bid received from SAK Construction for \$5,222,777. IEPA approved the bid and provided the City with the loan offer for \$5,911,143.31. The City also received \$886,671.50 of the loan amount will be forgiven. SAK received the Notice to Proceed on November 4, 2019.

**Mound Road Spring Creek West and Middle Deck Replacement:**

**Month Activity:** Restoration was started in April and is expected to be completed in May.

**Project Background:** Mound Road bridges West (between Neely Ave and Educational Park) and Middle (between Moundford Ave and Camelot Dr) over Spring Creek was advertised through the State with bids received January 18, 2019. The project replaces both bridge decks

with staged construction to allow for two-way traffic. The State received six bids with the lowest bid received from Sangamo Construction at approx. 2.5 million. The City will receive 2 million in Federal funding with the MFT Fund covering the remaining. All work is complete except final restoration and striping.

#### **2019 Water Main Replacement Project:**

**Month Activity:** Final restoration is completed, final project punch list is scheduled for May.

**Project Background:** The project was designed by Engineering staff, the project is in the area bounded by Grand to the North (project will not include MacArthur High), Fairview to the East, King to the south and Taylor to the west. The project was advertised on January 30 with bids received on February 20. The resolution was awarded to Burdick Company as the lowest responsive bidder on March 4. The project is complete with all the new watermain operational and the existing abandoned.

#### **32<sup>nd</sup> and Fulton Storm Drainage Improvement Project:**

**Month Activity:** The Project was advertised for bid April 15<sup>th</sup> with bids due May 6<sup>th</sup>.

**Project Background:** The Project was design by Farnsworth Group. The project will provide a new storm sewer to serve the area generally bounded by Rt 36 to the North, 36<sup>th</sup> St to the East, Orchard to the South and Country Club Rd to the East to relieve flooding. The Project was the no. 3 priority on the Storm Water Master Plan.

#### **2019 DPTS Bus Shelter Pad Project:**

**Month Activity:** The City issued notice to proceed with the work scheduled to begin in May

**Project Background:** Engineering Staff designed the 2019 Decatur Public Transit Project. The project was advertised on July 17 and bids were received on August 7, 2019. The bid came in

higher than estimated and budgeted for by Decatur Transit. The project was re-advertised February 5, 2020 with the bids received February 28, 2020. The contract was approved by Council on March 17, 2020.

#### **Main Street Bridge over Stevens Creek Repair:**

**Month Activity:** Restoration was started in April and is expected to be completed in May.

**Project Background:** WHKS designed the repair of the Main Street Bridge over Stevens Creek.

During routine bridge inspection piles for the abutment were found to be exposed with some have section loss. The project's design will rehabilitate the section loss and protect the remaining piles per IDOT standards. Bid were received on September 5, 2019 and awarded to Sangamo Construction as the lowest responsible bidder on September 16, 2019. All work is complete except final restoration.

#### **2020 State and Local MFT Project:**

**Month Activity:** Work has started on the State MFT approx. 40 percent of the work complete with paving complete on First drive and water services and concrete patching complete on Prairie St. The Local MFT has started water service replacement on Church Street and ADA ramp replacements. Paving is expected to increase in May.

**Project Background:** Engineering Staff has prepared the 2020 State and Local MFT projects.

The State MFT project was advertised on February 5 with the bids received on February 19.

The Local MFT project was advertised on January 15 with bids received on February 6<sup>th</sup>. Both project were awarded to Dunn Company.

#### **2020 Water Main Replacement Project:**

**Month Activity:** The Contractor has completed installation of the watermain on phase 1 of 4 starting on Moffet Ave. Testing, chlorination and service connections on phase 1 is scheduled for May T

**Project Background:** The project was designed by Engineering staff, the project is in the area bounded by Rt 36 to the North, Moffet Ln to the East, W Main St to the south and Moffet Ave to the west. The project was advertised on January 8 with bids received on February 5. The project was approved on February 24 to Burdick Co. as the lowest responsive bid.

**2019 Valve and Hydrant Replacement Project:**

**Month Activity:** All valves and hydrant have been replaced with final restoration scheduled for May.

**Project Background:** The project was designed by Engineering staff; the project replaces existing critical valves and hydrants at various locations within the distribution system. The project was advertised on January 8 with bids received on February 5. The project was approved on February 24 to Entler Excavating as the lowest responsive bid.

**Taylor Bridge Replacement over Ward Branch Creek:**

**Month Activity:** The State received 4 bids on April 24, 2020 with Sangamo Construction providing the lowest bid for \$1,070,724. The City/State joint agreement provided approval up to \$1,080,000, the state will process the contracts in May with the notice to proceed expected early June.

**Project Background:** WHKS was hired as the City's consultant to provide design services for replacement of the Taylor Bridge over Ward Branch Creek. Taylor Bridge is located on Taylor

Rd approx. 0.6 Miles south of Rt 48. The project is a joint project with the IDOT and will receive federal funding for up to \$800,000 of the estimated \$1,050,000 construction cost.

**MUNICIPAL SERVICES MONTHLY DATA 04/01/2020 – 04/28/2020**

| <b>TASKS</b>          | <b>QUANTITY</b> | <b>MANHOURS</b> | <b>OTHER INFO</b> |
|-----------------------|-----------------|-----------------|-------------------|
| Sewers Cleaned        | 1,481 lin. ft.  | 26 hrs.         |                   |
| Catch Basins Pumped   | 49 each         | 84 hrs.         |                   |
| Sewer Root Cut        | 49,922 lin. ft. | 199 hrs.        |                   |
| 72 Hour Cleanups      | 55 each         | 108.5 hrs.      |                   |
| Home Secures          | 20 each         | 28 hrs.         |                   |
| Sidewalks             | 226 sq. ft.     | 71.5 hrs.       |                   |
| Snow Fence            | 3,750 lin. ft.  | 32 hrs.         |                   |
| Potholes Patched      | 6,525 each      | 635 hrs.        |                   |
| Alley Grading         | 69,690 lin. ft. | 149 hrs.        |                   |
| Street Sweeping       | 566 miles       | 416 hrs.        |                   |
| Signs Made            | 47 each         | 93 hrs.         |                   |
| Signs Repaired        | 30 each         | 53 hrs.         |                   |
| Signs Installed       | 28 each         | 64.5 hrs.       |                   |
| Decals Made           | 40 each         | 6 hrs.          |                   |
| City R.O.W. Mowing    | N/A             | 246 hrs.        |                   |
| State Entryway Mowing | N/A             | 64 hrs.         |                   |

**Water Production Division  
Monthly Activity Report  
April 2020  
(updated information in bold text)**

**Lake Decatur Dredging Basins 1 through 4:** Great Lakes Dredge & Dock will complete sediment storage basin drainage improvements in mid 2020 to close out the project.

**Lake Decatur Landscape Maintenance:** A portion of this year's project is to establish native grasses and plants with the assistance of the Macon County Conservation District (MCCD) at an area adjacent to Lake Shore Drive at M.L. King Jr. Drive. Sites for the rest of this year's project are being reviewed.

**Lake Decatur Water Level:** The level of Lake Decatur was maintained at an average of **613.99 feet above mean sea level (95% full) which is on target for April.**

**Lake Decatur Watershed Management Plan:** Northwater Consulting began work on watershed monitoring options, strategic partnership coordination, grant proposal requirements and the watershed technical analysis.

**Performance Outcomes:**

1. Meet or exceed the federal and state drinking water standard for turbidity, chlorine and nitrate. **All of these standards were met or exceeded this month.**
2. Monitor safety on Lake Decatur by recording the number of boat accidents and boat operating under the influences (OUIs) on the lake annually. **No accidents nor OUIs occurred this month.**
3. Reduce the amount of sediment accumulating in the lake annually. Data for this outcome has not been obtained yet.



**South Water Treatment Plant East Clarifiers to Claricones Conversion:** Crawford, Murphy & Tilly has completed 99% of the engineering and construction bid specifications. This project is on hold pending the recommendations of the Water Utility Long Term Sustainability Plan.

**Water Production:** 510.8 million gallons of potable water were pumped to customers which was 7.3% less than April 2019.

#### **April 2020**

**Water Services:** Staff repaired 15 water services, 33 fire hydrants and 1 system valve. Inspected 92 system valves and 37 fire hydrants and completed 1,130 utility billing orders and 66 distribution system orders.

Staff assisted with the 2020 Water Main and Valve Hydrant Replacement Projects. Assessed and located water services for the North Church St. and East Prairie Ave. street restorations.

**COMMUNITY DEVELOPMENT DEPARTMENT  
MONTHLY REPORT  
APRIL 2020**

**ECONOMIC DEVELOPMENT-** Staff had 3 new and separate inquiries in April for possible projects with 2 tele-conference meetings related to ongoing initiatives. We have ongoing Economic Development projects both in the planning stage and under way. Inquiries have been slowed a bit due to the Covid 19 pandemic. As of last week, there were 590 job listings in the Decatur, Illinois area on indeed.com, one of the leading national job search sites. DPS61 led the way with 32 jobs, followed by All Ways Caring HomeCare with 13 jobs and Bright Star of Decatur with 12 jobs.

**PLANNING AND DEVELOPMENT DIVISION**

In April, staff was and is still able to process and review 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, even during COVID-19 stay at home orders. We adapted to doing some reviews of digital submittals of site plans and other materials. Staff also used time training in Planning and Zoning through online webinars.

Staff in conjunction with other city departments reviewed six (6) submittals which included five (5) site plans and one (1) minor subdivision plat. Staff also inspected nine (9) landscape plans. Staff along with other departments held three (3) Zoom meetings or conference calls for pending developments.

For the Decatur Urbanized Area Transportation Study (DUATS), staff worked on the Draft FY 2021-2024 Transportation Improvement Program (TIP), FY 2020-2023 TIP Amendment and the 2019 Federally Obligated Projects list. A joint Policy and Technical Committee Zoom meeting was also held via Zoom. Ten proposals were received for the Decatur Bike Plan RFP which was published to the Illinois American Planning Association and American Planning Association with a submittal deadline of 04/24/2020. In May, DUATS and the Selection Committee will review and possibly interview finalists for selection.

**BUILDING INSPECTIONS DIVISION**

For April, we issued a total of 126 permits with a total work value of \$2,476,473. Of those, we had three (3) permits each with a value of over \$200,000 [Grove Road Ag Training Facility and (2) new single-family residences].

| PERMIT TYPE | # ISSUED | WORK VALUE  | PERMIT FEES | PLAN REVIEW |
|-------------|----------|-------------|-------------|-------------|
| Building    | 79       | \$2,191,986 | \$15,770    | \$1,034     |
| Demolition  | 2        | \$18,970    | 110         | 0           |
| Electrical  | 10       | \$20,989    | 700         | 0           |
| Mechanical  | 7        | \$43,647    | 450         | 0           |
| Plumbing    | 22       | \$50,444    | 1,350       | 0           |

|              |            |                    |                 |                |
|--------------|------------|--------------------|-----------------|----------------|
| Pool         | 2          | 7,000              | 250             | 0              |
| Sign         | 4          | 143,437            | 1,435           | 0              |
| Temporary    | 0          | 0                  | 0               | 0              |
| <b>TOTAL</b> | <b>126</b> | <b>\$2,476,473</b> | <b>\$20,065</b> | <b>\$1,034</b> |

## NEIGHBORHOOD SERVICES DIVISION

- Staff continued to prepare special reports for loans. Collections and delinquency reports continue on various loan accounts.
- Staff qualified homeowners for the Residential Rehabilitation program.
- Staff prepared environmental reports for residential rehab and infrastructure projects.
- Staff continued assistance through the Emergency program for homeowners with life threatening, health and safety issues, i.e. inoperable furnaces and electrical.
- Staff continues working on the Neighborhood Revitalization strategy, which includes rehabilitation and demolition to various areas of the City.
- Staff is preparing the 2020-24 Consolidated Plan. Public meetings are required to gather input as to gaps in community services.
- Staff continues to be active in the Continuum of Care process as well as homeless meetings, and events as required by HUD.
- Staff has worked hard to increase the number of LEAD certified general contractors.
- Staff is working with HUD CPD-Chicago to ensure compliance with a multi-rental complex.
- Staff met with Regional Neighborhood Network Conference members to discuss the FY20 conference to be held in Columbus, OH. The host city still plans to host the conference, however several of the member cities may not be able to participate because of lack of funding.
- Staff meets weekly with homeless providers who will receive COVID-19 funding. The purpose is to reduce duplication and fill the gaps caused by COVID-19.
- Staff is aggressively seeking lead contractors for city rehabilitation projects. We have secured one new contractor to bid on rehabilitation projects, for a total of four.
- CDBG sub grantees, Old King's Orchard Community Center and Project READ submitted final reports for their agreement.
- Staff submitted a grant application to IHDA and received notification of an award of \$470,000 for roof replacement and housing rehabilitation.
- Staff meetings with outside agencies and various committees have been cancelled or gone to virtual meetings because of COVID-19 restrictions.

## 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.

See attached for a summary of the work involved during the month of April.

ATTACHMENT

**NEIGHBORHOOD INSPECTIONS DIVISION  
MONTHLY REPORT  
APRIL 2020**

| <b>NEW CASES</b>                   |            |
|------------------------------------|------------|
| Health & Safety (72 Hour)          | 85         |
| Direct to Legal (Repeat Offenders) | 0          |
| Housing and Unfit                  | 50         |
| No Garbage Service                 | 2          |
| Nuisance                           | 191        |
| Secure of Abandoned Buildings      | 8          |
| Weeds                              | 223        |
| <b>TOTAL</b>                       | <b>559</b> |

| <b>RE-INSPECTION VISITS</b> |            |
|-----------------------------|------------|
| Code Enforcement            | 774        |
| Weeds                       | 116        |
| <b>TOTAL</b>                | <b>890</b> |

| <b>CASES SENT TO LEGAL FOR COURT</b> |    |
|--------------------------------------|----|
| Code Enforcement                     | 15 |
| Weeds                                | 0  |

| <b>WEED ABATEMENT</b> |           |
|-----------------------|-----------|
| Contractor Mowed      | 95        |
| Owner Mowed           | 0         |
| <b>TOTAL</b>          | <b>95</b> |

| <b>DEMOLITIONS</b> |      |
|--------------------|------|
| Year-to-Date       |      |
| Demolished         | 13   |
| New Cases          | 4    |
| Sent to Legal      | 1    |
| Sent to Council    | 0    |
| Out to Bid         | 0    |
| Contracts Granted  | 0    |
| Contract Amount    | 0.00 |
| Permits Issued     | 0    |
| Permits Finaled    | 0    |
| Active Demolitions | 192  |

| <b>GARBAGE SERVICE COMPLAINTS</b> |   |
|-----------------------------------|---|
| Received                          | 0 |

| <b>INVOICES*</b> |             |
|------------------|-------------|
| New Invoices     | 82          |
| Dollar Amount    | \$30,380.51 |

| <b>PAYMENTS RECEIVED**</b> |        |
|----------------------------|--------|
| Weeds (Year-to-date)       | \$0.00 |

\* includes costs incurred by the City of Decatur - Health and Safety (72 hour), Securing of Abandoned Buildings and Weed Abatement

\*\* reimbursement for costs incurred by the City of Decatur for weed abatement.



**Monthly Report of Priorities and Projects**  
**Information Technology Department**  
**Fiscal Year 2020**  
**April**

This month, the Information Technology (IT) Department staff completed the following notable work:

- Macon County Clerk's Office upgraded their court data management system to Odyssey. Access software was deployed to Decatur Police Department to search cases, depositions, people, court dates and, etc.
- Technical specification in support of a request for proposal for the Police Department neighborhood camera project continues. Movement has been slow due to inaccessibility of vendors for technology questions.
- Created several more fillable PDF forms where forms can be completed electronically as opposed to printing and manually writing responses.
- Downloaded enhancement documents and release notes from Tyler to support the next MUNIS upgrade and started detailed review.
- Began a security access review for software applications used by the City of Decatur.
- Created several data exports from Tyler Utility Billing module for the Works Department.
- Reconciled address data between DB2 database and the Recycle Cart application.
- Researching the need to modify City employee management systems to line up with the Families First Coronavirus Response Act.
- Investigating new more cost-effective Antivirus protection software for the City computer server infrastructure.
- Responded to questions concerning our application for state of Illinois Capital Grant funds for City of Decatur fiber extensions expected to be finalized soon.
- Recording, editing and publishing to YouTube COVID-19 Community Update Videos 3 days a week. This includes City Website editing for COVID-19 information.
- Updated and created the 2020 Hydrant Flushing Map for the Fire Department.
- New Aerial photos were obtained and uploaded to the GIS Database for 2020.
- Began dialog with Planning staff concerning replacement of the no longer operational Zoning Analyst software application.
- Performed GIS Server maintenance to increase server efficiency and response times.
- In April, IT processed 141 Help Desk tickets, resolving 78 on the initial call (55.32% First Call Resolution Rate). Thirteen support surveys were returned and ranked as Exceptional Service. Many comments were returned like "support was timely and helpful" and "great job troubleshooting and explaining the problem" and "problem was handled immediately and courteously".