



**Monday, May 3, 2021
5:30 PM
Civic Center Theater**

CITY COUNCIL AGENDA

Pursuant to Phase 4 of Governor Pritzker's Executive Order, a maximum of 50 people will be allowed in the Civic Center Theater unless said number is otherwise directed by Order of the Governor. If the number is altered as a result of an Order of the Governor, the City of Decatur will follow and enforce that number. An in-person meeting of all members of the City Council of the City of Decatur as well as in-person meetings of all members of other Boards and Commissions of the City of Decatur is not practical or prudent because of the COVID-19 pandemic.

I. Call to Order

1. Seating and Swearing in of Newly Elected Council Member and Re-Elected Council Members
2. Roll Call
3. 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 April 12, 2021 City Council Study Session and April 19, 2021 Regular City Council Meeting

IV. Unfinished Business

V. New Business

1. Proclamations and Recognitions
2. Ordinance Approving Appointment - Mayor Pro Tempore
3. Discussion Item on Design of Business Route 51 between Eldorado and Pershing
4. Resolution Authorizing Annual Service Agreement with Superion, LLC, A Central Square Company

5. Resolution Approving Agreement Between the Public Safety Training Foundation and the City of Decatur, Illinois for Use of the Public Safety Training Foundation's Facilities
6. Resolution Approving Agreement Between the Public Safety Training Foundation and the City of Decatur, Illinois for Use of the VirTra V-300 LE Training Simulator and Grain Safety Facility
7. Resolution Authorizing Amendment Number 1 to an Agreement with Clark Dietz Inc. to Provide Professional Engineering Services to the City of Decatur City Project 2020-13
8. Resolution Accepting the Sourcewell Bid Price from Altorfer for the Purchase of a Caterpillar 926M Wheel Loader
9. Resolution Accepting the Bid Price of Landmark Ford Inc. for the Purchase of a 2022 Ford F350 Pickup Truck with Service Body and Lift Gate
10. Resolution Accepting the Quote and Authorizing the Execution of a Contract with W.J. Scott Company for Municipal Services Fuel System Improvements
11. Resolution Authorizing the City of Decatur's Participation in the Revolving Loan Fund Defederalization of the R.L.F. Act
12. 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 3581 East Corman
 - B. Resolution Approving Reappointments - Heating, Air Conditioning and Refrigeration Commission
 - C. Resolution Approving Appointments - City Plan Commission
 - D. Resolution Approving Appointment - Zoning Board of Appeals
 - E. Filing of Minutes of Boards and Commissions

VI. Other Business

VII. Adjournment

SUBJECT: Approval of Minutes of April 12, 2021 City Council Study Session and April 19, 2021 Regular City Council Meeting

ATTACHMENTS:

Description	Type
Minutes of April 12, 2021 City Council Study Session	Backup Material
Minutes of April 19, 2021 City Council Meeting	Backup Material

CITY COUNCIL STUDY SESSION MINUTES
Monday, April 12, 2021

On Monday, April 12, 2021, the City Council of the City of Decatur, Illinois, met in Study Session at 5:30 p.m., in the Decatur Civic Center Theater, 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 and Pat McDaniel. Councilman Chuck Kuhle was absent. Mayor Moore Wolfe declared a quorum present.

City Manager Scot Wrighton attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for a Study Session on the following topic: Quarterly Financial Review.

City Manager Wrighton spoke on three financial planning topics: status of first quarter revenues/expenditures and trends, recycling costs, and proposed uses of CURE reimbursements.

Finance Director Gregg Zientara answered questions from Council relating to Avazar researching a number of tax revenue streams.

Council held a discussion on garbage and refuse removal, rising costs of recycling and a potential residential monthly recycling fee increase to absorb the rising costs of recycling.

Council discussed proposed uses of the remaining \$2.2 million CURE reimbursements. The consensus of Council agreed that the remaining CURE reimbursements should go towards replenishing the General Fund reserves, demolition/acquisition and other capital expenses.

Council held a discussion on proposed uses of the \$17 million in federal funds that the city is expected to receive in 2021 from the American Rescue Plan.

The consensus of Council agreed that the allotment should go towards water and sewer projects and improving the city's broadband infrastructure.

With no other discussion, Mayor Moore Wolfe called for adjournment.

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

Mayor Julie Moore Wolfe declared the City Council Study Session adjourned at 7:01 pm.

Approved _____
Kim Althoff
City Clerk

CITY COUNCIL MINUTES
Monday, April 19, 2021

On Monday, April 19, 2021, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Decatur Civic Center Theater, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided, together with her being Council members Bill Faber, Lisa Gregory, David Horn and Chuck Kuhle. Council members Rodney Walker and Pat McDaniel were absent. Mayor Moore Wolfe declared a quorum present.

City Manager Scot Wrighton attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for Appearance of Citizens and the following citizens provided comments to the Council: William Wetzell, Emma Link, Drew Laney, Denzel Hughes and Marc Girdler.

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

The minutes of the April 5, 2021 City Council meeting were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Kuhle and on call of the roll, Council members Bill Faber, Lisa Gregory, David Horn, Chuck Kuhle and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe called for New Business.

Ms. Abbey Steele presented a Proclamation proclaiming National Crime Victims' Rights Week from April 18 – April 24, 2021 in the City of Decatur.

Mr. Jack Pugh presented a Proclamation for the retirement of Steve Munson who retired from Decatur Ambulance on April 15th, 2021.

City Manager Wrighton presented the Treasurer's Financial Report.

R2021-65 Resolution Authorizing City Manager to Enter into a Professional Services Agreement with Dewberry Architects, Inc. for Design, Bidding, and Construction Oversight Services for New Fire Station No. 7, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the proposed Resolution.

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

R2021-66 Resolution Authorizing the City Manager to Negotiate Terms and Conditions and Execute a Lease Agreement for Space on the 2nd Floor of the Decatur Public Library with Thinkwell Makerspace Industries, LLC, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the proposed Resolution and answered questions from Council regarding other uses for the space.

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

R2021-67 Resolution Accepting the State of Illinois Joint Purchasing Contract Holder Bid Price from Coe Equipment Co. for the Purchase of a 2022 Vactor Combination Sewer Jetting and Vacuuming Truck Number 250, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the following three proposed Resolutions.

Public Works Director Matt Newell explained the function of sewer and vacuuming trucks.

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

R2021-68 Resolution Accepting the State of Illinois Joint Purchasing Contract Holder Bid Price from Coe Equipment Co. for the Purchase of a 2022 Vactor Combination Sewer Jetting and Vacuuming Truck Number 249, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2021-69 Resolution Accepting the Sourcewell Bid from Coe Equipment Co. for the Purchase of a Vactor Vacuum Excavator, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2021-70 Resolution Accepting the State of Illinois Joint Purchasing Contract Holder Bid Price of Morrow Brothers Ford Inc. for the Purchase of Four (4) 2021 Ford Interceptor Utility Vehicles, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the proposed Resolution and answered questions from Council regarding funds used to purchase the utility vehicles.

Police Chief Jim Getz answered questions from Council regarding the number of cars that are typically purchased each year.

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

R2021-71 Resolution Accepting the State of Illinois Joint Purchasing Contract Holder Bid Price of Morrow Brothers Ford Inc. for the Purchase of Two (2) 2021 Ford Interceptor Utility Vehicles with Higher Performance Ecoboost Engines, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2021-72 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Burdick Plumbing and Heating Co., Inc. for the 2021 Annual Water Main Replacement Project, Bay Shore and Greenswitch Areas City Project 2021-10, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the proposed Resolution.

Public Works Director Matt Newell explained the selection process for the water main replacements.

Upon call of the roll, Council members Bill Faber, Lisa Gregory, Chuck Kuhle and Mayor Moore Wolfe voted aye. Councilman David Horn abstained from the vote. Mayor Moore Wolfe declared the motion carried.

R2021-73 Resolution Accepting Bid from Bodine Communications for Underground Fiber Optic Installation throughout the City of Decatur, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the proposed Resolution.

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

R2021-74 Resolution Authorizing an Intergovernmental Agreement for the Construction and Installation of Extensions to the City Fiber Optic Network to various School District Properties Located on Rights of Way between the City of Decatur and Decatur Public School District, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the proposed Resolution.

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

R2021-75 Resolution Authorizing an Intergovernmental Agreement with the State of Illinois Department of Innovation and Technology and the City of Decatur, Illinois for Fiber Optic Network Management Services, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

IT Director Jim Edwards gave an overview of the proposed Resolution.

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

R2021-76 Resolution Authorizing Approval to Renew Annual License and Support Agreement from Tyler Technologies, Inc. for MUNIS Enterprise Financial Software System Suite, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the proposed Resolution.

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

2021-18 Ordinance Approving Development Plan for the Construction of a Maintenance/Office Building as an Ancillary Use to Decatur Memorial Hospital within the I-OL Institutional Overlay District located at 2692, 2696 and 2698 North Church Street, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

Planning and Development Manager Greg Crowe answered questions from Council regarding buffer yard requirements.

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

With no other New Business, Councilman McDaniel called for Consent Calendar Items A. through K. and asked if any Council member wished to have an item removed from the Consent Calendar. No Council member wished to have an item removed from the Consent Calendar. The Clerk read items A. through K.:

Item A. 2021-19 Ordinance Annexing Territory 2353 West Ash Avenue
Item B. 2021-20 Ordinance Annexing Territory 4159 Doneta Avenue

Item C. 2021-21 Ordinance Annexing Territory 3435 Ferris Drive
Item D. 2021-22 Ordinance Annexing Territory 1732 Heritage Drive
Item E. 2021-23 Ordinance Annexing Territory 4230 Needle Road
Item F. 2021-24 Ordinance Annexing Territory 4340 Needle Road
Item G. 2021-25 Ordinance Annexing Territory 2111 Solar Avenue
Item H. 2021-26 Ordinance Annexing Territory 2111 Solar Avenue
Item I. 2021-27 Ordinance Annexing Territory 1517 North Sunnyside Road
Item J. 2021-28 Ordinance Annexing Territory 2296 North Sunnyside Road
Item K. R2021-77 Resolution Authorizing Real Estate Purchase Agreement 680 South
Martin Luther King Jr. Drive City of Decatur, Illinois

Councilwoman Gregory moved Items A. through K. be approved by Omnibus Vote; seconded by Councilman Kuhle and on call of the roll, Council members Bill Faber, Lisa Gregory, David Horn, Chuck Kuhle 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.

Council held a discussion on a camera pilot program for high crime neighborhoods, residency requirements of members of boards and commissions, low voter turnout in the 2021 Consolidated election and the process for requesting stop signs and speed enforcement.

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

Mayor Moore Wolfe declared the regular City Council meeting adjourned at 7:06 p.m.

Approved _____
Kim Althoff
City Clerk

City Clerk

DATE: 4/20/2021

MEMO:

TO: City Council Members

FROM: Mayor Julie Moore Wolfe

SUBJECT: Ordinance Approving Appointment - Mayor Pro Tempore

SUMMARY RECOMMENDATION: Council's approval is requested of the appointment by the Mayor of the following named person to the office of Mayor Pro Tempore: Lisa Gregory.

ATTACHMENTS:

Description	Type
Ordinance	Ordinance

ORDINANCE NO. 2021-_____

**ORDINANCE APPROVING APPOINTMENT
MAYOR PRO TEMPORE**

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

Section 1. That the request for approval of appointment by the Mayor of Lisa Gregory, Mayor Pro Tempore, be received and placed on file.

Section 2. That said request be, and the same is hereby, approved, and said person be, and she is hereby, authorized and directed to be appointed to said office for the term of two years commencing May 1, 2021 and continuing to April 30, 2023 or until her respective successors is appointed and qualified.

Section 3. That the existing provisions of applicable ordinances in conflict with the provisions of this ordinance, to the extent of such conflict be, and the same are hereby modified to conform with the provisions hereof, otherwise to remain in full force and effect.

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of May, 2021.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

City Manager

DATE: 4/26/2021

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: City Manager Scot Wrighton

SUBJECT: Discuss and provide input on the new design approach for Business Route 51 between Pershing and Eldorado.

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Maps	Backup Material
Backup Material	Backup Material

April 29, 2021

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

FROM: Scot Wrighton, City Manager 

RE: Discussion of Business Route 51 Design Changes Between Pershing & Eldorado

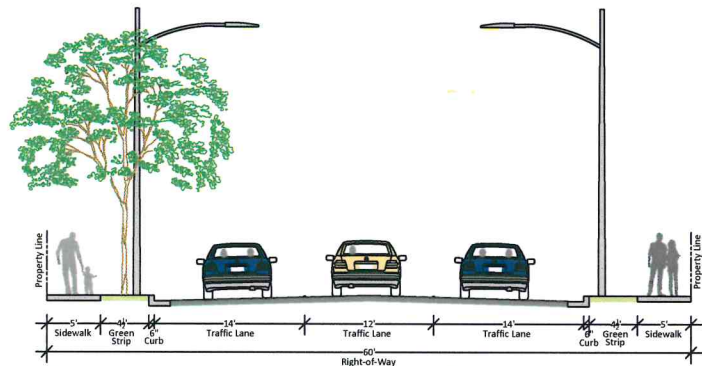
In 2019 the city asked the Illinois Department of Transportation (IDOT) to alter its approach to improvement plans for Business Route 51 between Pershing and Eldorado. Prior to this time, IDOT was planning to only complete a “mill and fill” of North Water and North Main Streets in this highway section—meaning they would mill the existing asphalt driving surface, upgrade a few corner handicapped ramps, apply a new asphalt surface, and make no other improvements to the street or the streetscape. The city objected to this approach because it would be counter to its neighborhood revitalization objectives and because it would be 15 or 20 years before IDOT’s normal highway maintenance schedule would give the city another opportunity to pursue a different design for these road segments.

Although Business Route 51 between Pershing and Eldorado adequately carries a high volume of traffic, in many other respects these road segments are deficient, they detract from the neighborhood, and work against the city’s neighborhood revitalization objectives. Over the years, IDOT has widened the streets to such an extent that front yards are greatly diminished, sidewalks are uneven, pedestrian routes are too close to the street, green space has been reduced, street lighting is provided on old wooden poles that are not uniformly spaced, extra lanes cause traffic to move faster than it should, etc. These deficiencies disincentivize adjoining private property owners from pursuing remodeling and improvement projects to structures next to Business Route 51 because the manner in which the road has been expanded and maintained over the years detracts from adjoining lots and structures, and decreases residential property values. A different approach to the design of North Main and North Water Streets would be more compatible with revitalization of the adjoining neighborhoods.

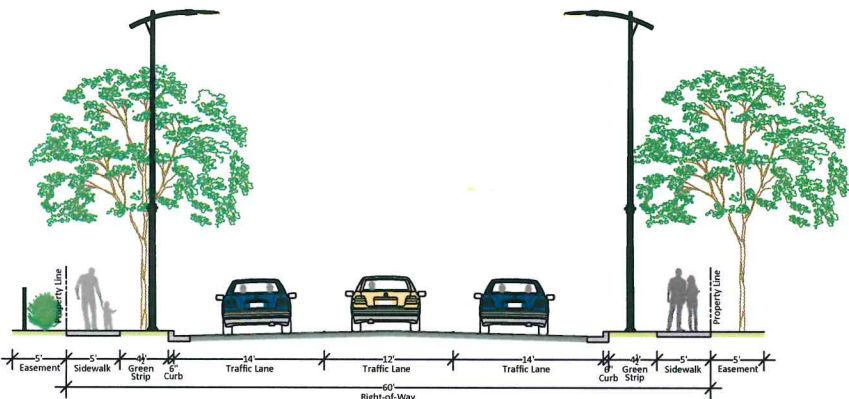
IDOT was not initially receptive to this new approach, and they resisted the city’s efforts until we: 1) met with the Federal Highway Administration, 2) IDOT conducted a traffic study to verify that traffic (and especially truck) volumes had decreased sufficiently to permit a uniform reduction in road width to 3 lanes, and 3) the city paid to complete a conceptual plan for the new design. The city obtained tentative approval from USDOT in 2019; the City Council authorized Massie & Massie Associates to complete a detailed conceptual plan for this project on January 6, 2020 (completed a few months later); and finally in April 2021, IDOT completed their traffic analysis. Excerpted pages from the Massie & Massie concept plan, and an executive summary of the traffic analysis are attached. The next steps are: a) complete detail design, and b) conduct public hearings to engage local stakeholder in the area. IDOT will direct both with the city’s involvement. The city would have preferred to conduct the public outreach phase last year, but IDOT would not approve public meetings until the traffic analysis was complete.

IDOT delays have taken too much time, and if there are additional delays, we will need to request temporary road surface treatments to stabilize the driving surface until a contract can be executed to construct a new highway segment using the new streetscape design with three lanes throughout. Depending on whether IDOT is willing to advance the project faster than they have in the past, it would likely be scheduled for construction in 2022 or 2023.

At this juncture, however, it would be valuable for the City Council to affirm the direction of the project, as it enters the detail design phase, and provide any other inputs they consider appropriate to development of the final design. The revised project will cost more than IDOT was originally expecting to spend on a simple “mill and fill.” However, subject to final design, they have indicated a willingness to commit additional resources to the project, and the city has sought supplemental funding through the Illinois Transportation Enhancement Program (ITEP) in the amount of \$2 million.



Section F - Existing Conditions



Section F - Proposed Improvements

North Main Street (southbound) - McKinley Ave. to Kenwood Ave.

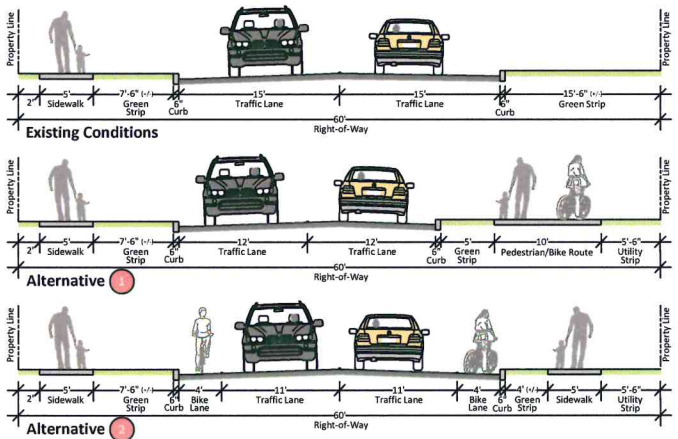
The North Main Street right-of-way is 60 feet wide and has three lanes of traffic and no parking lanes. Land use along the street is primarily residential with some commercial use near McKinley Avenue. Along two blocks on the west side are medical offices and a small lake. On both sides of the street are sidewalks separated by narrow turf strips with some street trees.

Proposed Enhancements

- Retain the three traffic lanes and eliminate or reduce in length turn lanes.
- Stripe all pedestrian crossings of streets and major driveway entrances.
- Remove unused driveways and improve existing driveways to meet a standard design.
- Add new streetlights, traffic signs, wayfinding signs and street trees.
- Encourage parking screening and tree planting on adjacent properties with use of easements.
- Where practical, improve east/west sidewalks so that they feed to the pedestrian bike route.

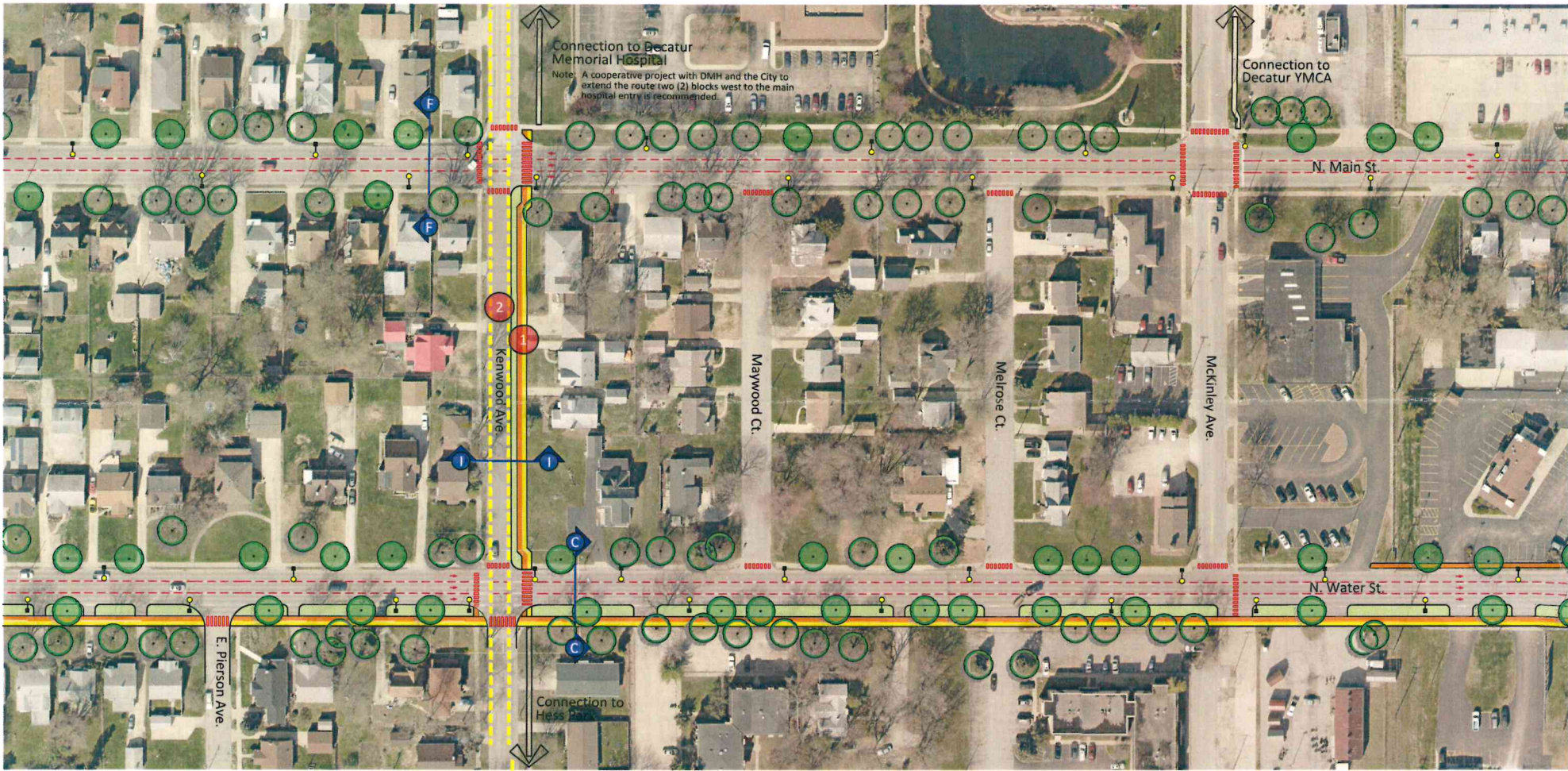
Kenwood Avenue Connection toward Decatur Memorial Hospital

Two alternatives are proposed to create an extension of the Water Street pedestrian/bicycle route toward Decatur Memorial Hospital.

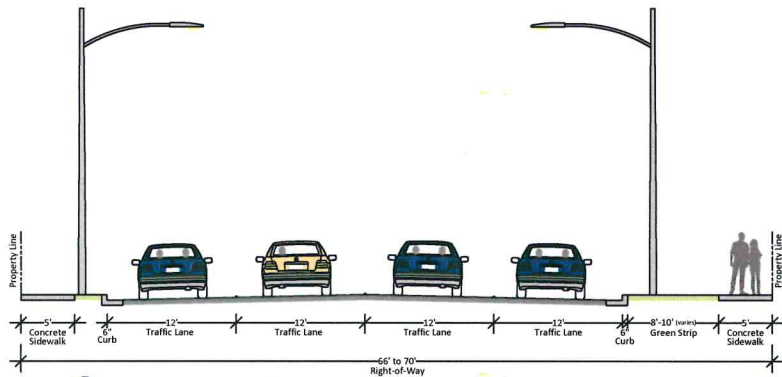


- Alternative 1**
- Install new curb to reduce street pavement
 - Add turf strip
 - Add 10' wide pedestrian/bike route (off-street)
- Alternative 2**
- Restripe street with 2-11' wide traffic lanes and 2-4' wide bicycle lanes
 - Add 5' wide sidewalk north of the street

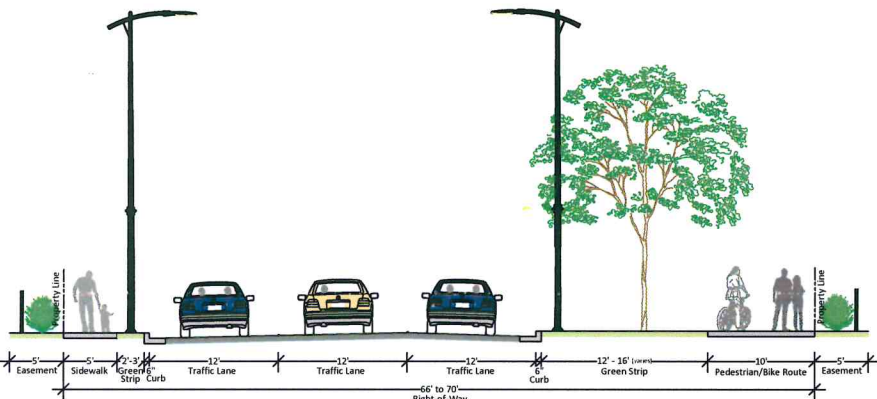
Section I



0' 10' 50' 70'



Section C - Existing Conditions



Section C - Proposed Improvements

Legend

- Pedestrian/Bicycle Route (10' wide)
- New Sidewalk (5' wide)
- Existing or Replaced Sidewalk
- Permeable Pavers
- Pedestrian Crosswalk
- On-Street Bicycle Route (6' wide)
- Street curb
- Traffic Lane Striping
- Street Light
- Pedestrian Light
- Bus Shelter
- Existing Tree
- Proposed Tree
- New Turf Boulevard (previously paved traffic lane)

Water Street (northbound) - Pierson Avenue to McKinley Avenue

These 3-4 blocks have a 65-foot wide right-of-way increasing to 70-foot wide right-of-way at McKinley Street. This section has 3 traffic lanes. Land use along the segment is primarily single-family residential properties with apartments and some commercial near McKinley Avenue.

Proposed Enhancements

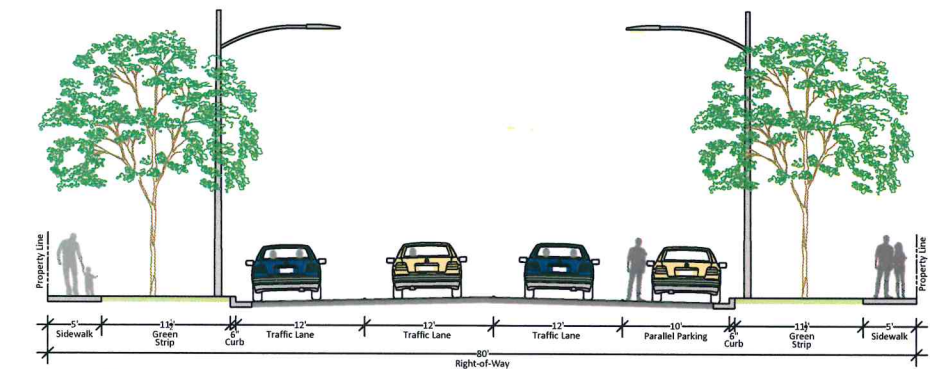
- Retain three traffic lanes.
- Remove the east traffic lane and sidewalk and replace with a 10-foot wide Pedestrian/Bicycle Route separated from the street with a grass strip.
- Maintain or replace the sidewalk on the west side to comply with accessibility standards.
- Remove unused driveways and improve existing driveways to meet a standard design.
- Stripe all pedestrian crossings of streets and add new streetlights, traffic signs, wayfinding signs and street trees.
- Add a new crosswalk to connect with the north sidewalk of McKinley Avenue making a connection to Family YMCA and Decatur Memorial Hospital - North.
- Create a space north of the McKinley Avenue intersection for continuation of the 5-foot wide sidewalk by a minor realignment of traffic lanes to the east.
- Encourage parking screening and tree planting on adjacent properties with use of easements.

North Main Street (southbound) - Firehouse to Leafland Avenue

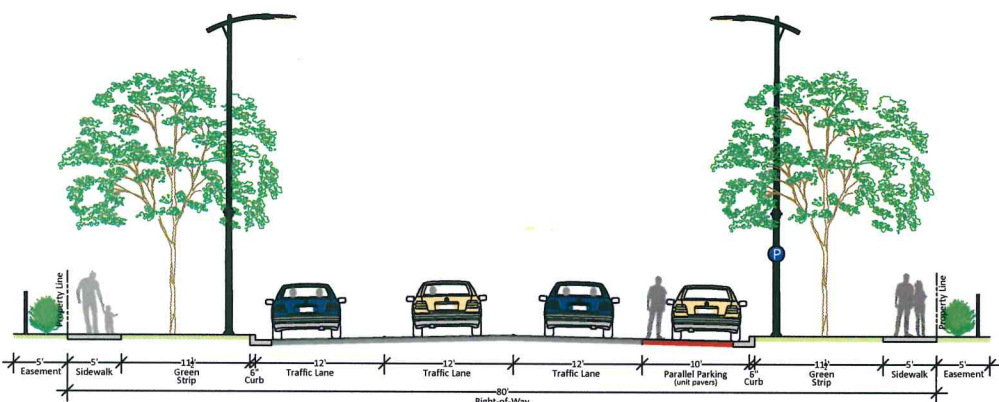
The North Main Street right-of-way is 80 feet wide. Adjacent land use is a mixture of residential and commercial. Both sides of the street have generous 10-foot wide turf strips between the street curbs and sidewalks. The street has three traffic lanes and a parallel parking lane on the west side.

Proposed Enhancements

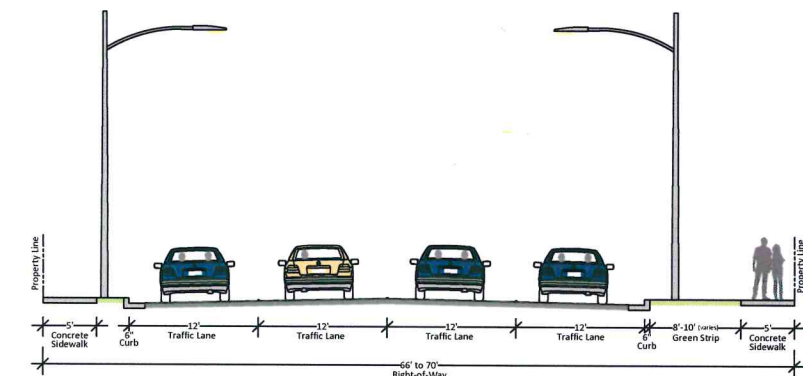
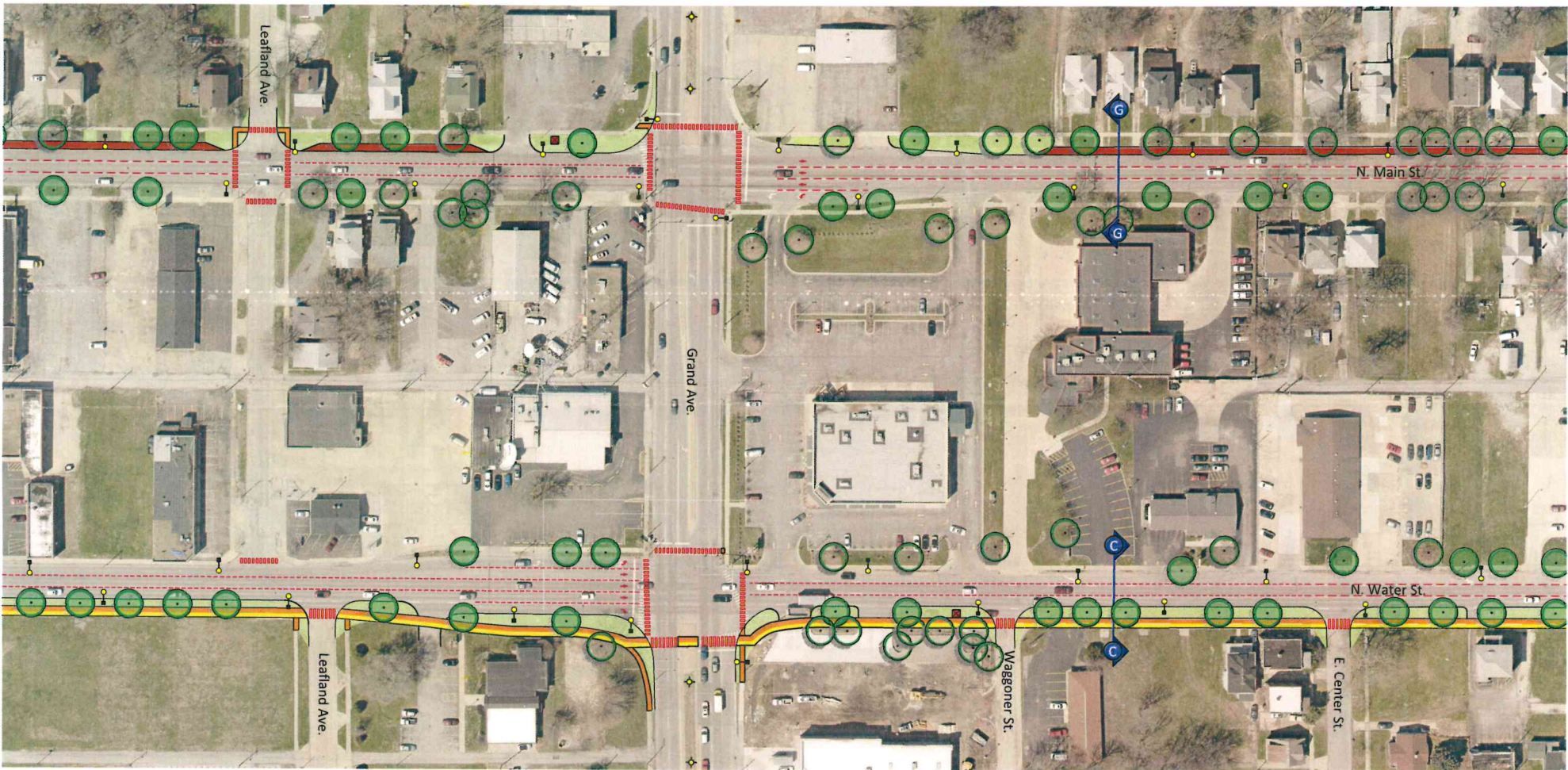
- Retain the three traffic lanes and eliminate or reduce the length of turn lanes.
- Better define the parallel parking on the west side of the street by adding curb extension bump-outs at the intersections to reduce the length of the pedestrian crossings and to provide areas for bus stops, planting, monuments or art pieces.
- Remove unused driveways and improve existing driveways to meet a standard design.
- Stripe all pedestrian crossings of streets and major driveway entrances.
- Add new streetlights, traffic signs, wayfinding signs and street trees.



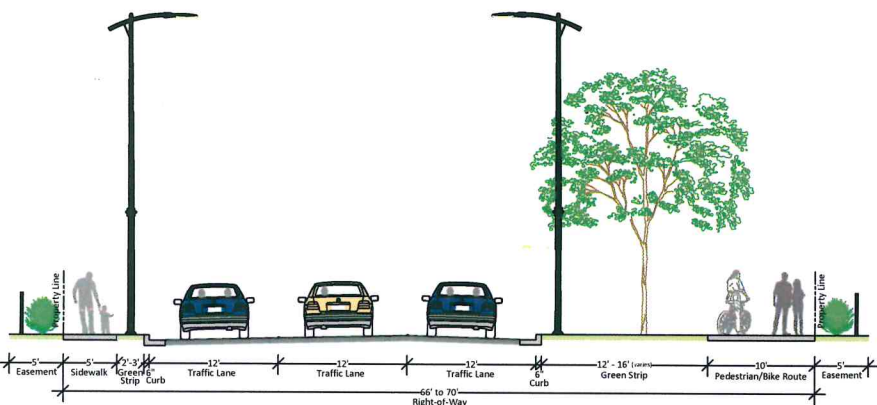
Section G - Existing Conditions



Section G - Proposed Improvements



Section C - Existing Conditions



Section C - Proposed Improvements

Legend

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Water Street (northbound) - Leafland Avenue to Center Street

This four blocks section is bordered primarily by commercial uses. The right-of-way is 60 feet wide to Grand Avenue and 65 feet wide from Grand Avenue to Center Street.

Proposed Enhancements

- Retain three traffic lanes.
- Eliminate or reduce the length of the turn lanes at the Grand Avenue intersection.
- Replace the existing east traffic lane and sidewalk with a green turf strip and the 10-foot-wide Pedestrian/Bicycle Route.
- Maintain or replace the sidewalk on the west side to comply with accessibility standards.
- Remove unused driveways and improve existing driveways to meet a standard design.
- Stripe all pedestrian crossings of streets and add new streetlights, traffic signs, wayfinding signs and street trees.
- Encourage parking screening and tree planting on adjacent properties with use of easements.





DBE/MBE Certified Firm

Traffic Studies – US 51 Bus (NB) between US 36 & IL 121

IDOT District: 7
Job No: D-97-085-20

County: Macon County
Date: 04/15/2021

PRELIMINARY

CONCLUSION

The US 51 Bus (North Franklin Street/North Water Street) corridor from US Route 36 (East Eldorado Street) to IL Route 121 (East Pershing Road) was analyzed to determine the effects on the roadway if the number of lanes is reduced from four thru lanes to three thru lanes from East King Street to East Pershing Road.

Turning movement counts were taken in the fall of the year 2020. After balancing, the existing traffic counts were analyzed. The turning movement counts were then projected to Year 2025, the anticipated year of completion of construction. The year 2025 counts were analyzed for both the No-Build and Build scenarios. The turning movement counts were projected to Year 2045, 20 years following completion of construction, and analyzed for both the No-Build and Build scenarios.

The year 2045 analyses represent the “worst-case” since they are projected traffic volumes. The results of the year 2045 analyses are discussed below:

- For the year 2045 Build and No-Build optimized scenarios, the intersection of US Route 51 Bus with East Grand Avenue and US Route 51 Bus with East Garfield Avenue, all of the turning movements are at LOS C or better. Therefore, these intersections would operate acceptably if the thru lanes on U.S. 51 Bus are reduced from 4 lanes to 3 lanes.
- For the year 2045, at the intersection of US Route 36 (East Eldorado Street) and US Route 51 Bus, the eastbound to northbound movement has LOS D for 5 periods and LOS E for one period for both the No-Build and Build scenarios. This is a dual left-turn lane with restricted storage capacity. It is noted that the northbound US Route 51 Bus bridge over the railroad has three thru lanes in the northbound direction, for both the No-Build and Build scenarios. The proposed lane reduction does not affect this movement.
- For the year 2045, at the intersection of US Route 51 Bus and IL Route 121 (East Pershing Road) several movements have LOS D for both the No-Build and Build scenarios:
 - The eastbound to northbound left-turn movement operates at LOS D for both the No-Build and Build scenarios. Thus, the construction of this project should have no significant effect on the eastbound to northbound movement.
 - The northbound to eastbound right turn movement operates at LOS D for three periods during the PM analysis for both the No-Build and Build scenarios (there is also one 15-minute period with LOS F in the peak PM No Build analysis).
 - The following movements also have LOS D for the Build scenario during the peak PM period.
 - Westbound IL 121 through movement (two 15-minute periods)
 - Northbound US 51 Bus to westbound IL 121 (three 15-minute periods)
 - Thru Northbound US 51 Bus (one 15-minute period)

In general, reducing the number of lanes on northbound US 51 Business from four lanes to three lanes, from East King Street to East Van Buren Avenue in order to construct a bicycle/pedestrian path appears feasible based on analyses for the No-Build and Build scenarios. This is especially true if all of the signal timings are optimized.



Traffic Studies – US 51 Bus (NB) between US 36 & IL 121

IDOT District: 7
Job No: D-97-085-20

PRELIMINARY

County: Macon County
Date: 04/15/2021

DBE/MBE Certified Firm

It is noted that the proposed pedestrian/bicycle plan furnished by the City of Decatur shows several alternates for a path from US Route 36 (East Eldorado Street) to East King Street. Some alternatives include an attachment to the existing bridge, others show a separate path, independent of the bridge. It is necessary to maintain the three existing thru lanes on the notUS 51 Bus bridge over the railroad.

It is also noted that three thru lanes must be maintained for the entire project, from US Route 36 to IL Route 121. Parking should not be allowed along the entire route.

At the intersection of northbound US 51 Bus (North Water Street) and IL Route 121 (East Pershing Road) the northbound left, thru, and right turn movements have LOS D for one or more periods during the Peak PM analysis for the Year 2045 Build scenario. Therefore, it is recommended that the number of lanes on northbound US Route 51 Business not be reduced from East Van Buren Street to the IL Route 121 intersection. An alternate solution should be considered for this segment of the path.

A comprehensive traffic signal modernization program should also improve traffic flow at the intersections which were analyzed in this report.

Police Department

DATE: 4/13/2021

MEMO: 21-11

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 \$101,270.09 be paid. The agreement would be paid out according to the Intergovernmental Agreement currently in place, as follows: \$98,191.48 from Decatur Police Department line item and \$3,078.61 from Decatur Fire Department line item. The Decatur Police Department will receive contractual reimbursement from Macon County in the amount of \$15,838.64 and from the Village of Mt. Zion in the amount of \$2,258.32, for their respective contractual percentage shares. Total reimbursement to the Decatur Police Department will be \$18,096.96.

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 May 18, 2020 for the commencement date of June 1, 2020 and expiring on May 31, 2021.

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 period covering June 1, 2021 through May 31, 2022.

PRIOR COUNCIL ACTION:

Prior Council action has approved similar requests for prior years. Renewal in 2020 was approved under Council Resolution R2020-76.

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 2021 fiscal year.

ATTACHMENTS:

Description	Type
Agenda Memo	Cover Memo
Council Resolution	Resolution Letter
OSSI Staff Report	Backup Material
OSSI Invoice	Backup Material
OSSI Maintenance Agreement	Backup Material
Exhibit A	Exhibit
Exhibit B	Exhibit
Exhibit C	Exhibit
Exhibit D	Exhibit
Exhibit E	Exhibit

DATE: 04/13/2021

MEMO: 21-11

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 \$101,270.09 be paid. The agreement would be paid out according to the Intergovernmental Agreement currently in place, as follows: \$98,191.48 from Decatur Police Department line item and \$3,078.61 from Decatur Fire Department line item. The Decatur Police Department will receive contractual reimbursement from Macon County in the amount of \$15,838.64 and from the Village of Mt. Zion in the amount of \$2,258.32, for their respective contractual percentage shares. Total reimbursement to the Decatur Police Department will be \$18,096.96.

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 May 18, 2020 for the commencement date of June 1, 2020 and expiring on May 31, 2021. 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 period covering June 1, 2021 through May 31, 2022.

PRIOR COUNCIL ACTION: Prior Council action has approved similar requests for prior years. Renewal in 2020 was approved under Council Resolution R2020-76.

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 2021 fiscal year.

ATTACHMENTS: Superion/SunGard Public Sector Inc. Software Maintenance Agreement, Software License and Services Agreement, Inter-Governmental Agreement, 2021 Superion OSSI Invoice, 2021 Agreement Fees

RESOLUTION NO. R2021-_____

**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 \$101,270.09 for the period of June 1, 2021 and expiring May 31, 2022.

PRESENTED, PASSED, APPROVED, AND RECORDED this 3rd day of May 2021.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

STAFF REPORT

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

BRIEFING ITEM

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 2021 annual maintenance is due, and the pending resolution has been placed on the May 3, 2021 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

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

Billing Inquiries: Accounts.Receivable@centralsquare.com

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

Ship To
Decatur Police Department
City of Decatur, IL (OSSI)
Attn Accounts Payable
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	5/31/2021

	Description	Units	Rate	Extended
Contract No. Q-33423				
1	ONESolution Police-to-Police - Annual Subscription Fee Maintenance: Start:6/1/2021, End: 5/31/2022	1	\$0.00	\$0.00
2	ONESolution Gang - Annual Maintenance Fee Maintenance: Start:6/1/2021, End: 5/31/2022	1	\$0.00	\$0.00
3	ONESolution CAD Resource Monitor Display License With Maps - Annual Maintenance Fee Maintenance: Start:6/1/2021, End: 5/31/2022	1	\$753.54	\$753.54
4	ONESolution Mobile Server Software - Annual Maintenance Fee Maintenance: Start:6/1/2021, End: 5/31/2022	1	\$6,907.34	\$6,907.34
5	ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee Maintenance: Start:6/1/2021, End: 5/31/2022	1	\$14,440.34	\$14,440.34
6	ONESolution Mobile Field Reporting Server - Annual Maintenance Fee Maintenance: Start:6/1/2021, End: 5/31/2022	1	\$5,023.52	\$5,023.52
7	ONESolution MFR Client - Annual Maintenance Fee Maintenance: Start:6/1/2021, End: 5/31/2022	1	\$12,218.75	\$12,218.75
8	ONESolution MCT Client-MAPS - Annual Maintenance Fee Maintenance: Start:6/1/2021, End: 5/31/2022	1	\$2,903.36	\$2,903.36
9	ONESolution MFR Client-Accident Reporting - Annual Maintenance Fee Maintenance: Start:6/1/2021, End: 5/31/2022	1	\$6,139.98	\$6,139.98



Invoice

Invoice No (1 of 1)	Date	Page
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Superion, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

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Decatur Police Department
City of Decatur, IL (OSSI)
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707 South Side Drive
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	5/31/2021

	Description	Units	Rate	Extended
10	ONESolution MCT to ACS FIREHOUSE Interface - Annual Maintenance Fee Maintenance: Start:6/1/2021, End: 5/31/2022	1	\$1,883.83	\$1,883.83
11	ONESolution MFR Client-MOBLAN Version - Annual Maintenance Fee Maintenance: Start:6/1/2021, End: 5/31/2022	1	\$2,790.90	\$2,790.90
12	ONESolution MCT Client AVL License - Annual Maintenance Fee Maintenance: Start:6/1/2021, End: 5/31/2022	1	\$2,009.70	\$2,009.70
13	ONESolution MCT Client AVL License - Annual Maintenance Fee Maintenance: Start:6/1/2021, End: 5/31/2022	1	\$8,791.18	\$8,791.18
14	ONESolution RMS Map Display & Pin Mapping License - Annual Maintenance Fee Maintenance: Start:6/1/2021, End: 5/31/2022	1	\$3,349.01	\$3,349.01
15	ONESolution Crime Analysis - Annual Maintenance Fee Maintenance: Start:6/1/2021, End: 5/31/2022	1	\$2,790.86	\$2,790.86
16	ONESolution Accident - Annual Maintenance Fee Maintenance: Start:6/1/2021, End: 5/31/2022	1	\$558.18	\$558.18
17	ONESolution CAD to ACS FIREHOUSE RMS Interface - Annual Maintenance Fee Maintenance: Start:6/1/2021, End: 5/31/2022	1	\$1,381.46	\$1,381.46
18	ONESolution Property & Evidence - Annual Maintenance Fee Maintenance: Start:6/1/2021, End: 5/31/2022	1	\$1,227.99	\$1,227.99

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

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Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
4154	Decatur Police Department		USD	Net 30	5/31/2021

	Description	Units	Rate	Extended
19	ONESolution Barcoding Server License - Annual Maintenance Fee Maintenance: Start:6/1/2021, End: 5/31/2022	1	\$558.18	\$558.18
20	ONESolution Barcoding Hand-Held Client License - Annual Maintenance Fee Maintenance: Start:6/1/2021, End: 5/31/2022	1	\$1,780.49	\$1,780.49
21	ONESolution Notification - Annual Maintenance Fee Maintenance: Start:6/1/2021, End: 5/31/2022	1	\$4,241.16	\$4,241.16
22	ONESolution Accident Wizard - Annual Maintenance Fee Maintenance: Start:6/1/2021, End: 5/31/2022	1	\$2,009.42	\$2,009.42
23	ONESolution Accident Wizard Base Server License - Annual Maintenance Fee Maintenance: Start:6/1/2021, End: 5/31/2022	1	\$1,116.34	\$1,116.34
24	ONESolution RMS OpCenter - Annual Maintenance Fee Maintenance: Start:6/1/2021, End: 5/31/2022	1	\$5,581.68	\$5,581.68
25	ONESolution CAD OpCenter - Annual Maintenance Fee Maintenance: Start:6/1/2021, End: 5/31/2022	1	\$5,581.68	\$5,581.68
26	ONESolution Police-to-Citizen - Annual Maintenance Fee Maintenance: Start:6/1/2021, End: 5/31/2022	1	\$2,790.86	\$2,790.86
27	ONESolution Calls For Service - Annual Maintenance Fee Maintenance: Start:6/1/2021, End: 5/31/2022	1	\$170.01	\$170.01
28	ONESolution RMS-Laserfiche Integration - Annual Maintenance Fee Maintenance: Start:6/1/2021, End: 5/31/2022	1	\$1,031.64	\$1,031.64

NAME
ADDRESS

UNITED STATES DEPARTMENT OF AGRICULTURE
WASHINGTON, D. C.

MAILING LABEL (SEE INSTRUCTIONS)

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Invoice No (1 of 1)	Date	Page
313255	4/5/2021	4 of 4

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Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
4154	Decatur Police Department		USD	Net 30	5/31/2021

	Description	Units	Rate	Extended
29	ONESolution Document Scanning and Storage - Annual Maintenance Fee Maintenance: Start:6/1/2021, End: 5/31/2022	1	\$1,021.61	\$1,021.61
30	ONESolution Link Analysis - Annual Maintenance Fee Maintenance: Start:6/1/2021, End: 5/31/2022	1	\$1,108.54	\$1,108.54
31	ONESolution Crime Analysis Plus - Annual Maintenance Fee Maintenance: Start:6/1/2021, End: 5/31/2022	1	\$1,108.54	\$1,108.54

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

Subtotal	\$101,270.09
Tax	\$0.00
Invoice Total	\$101,270.09
Payments Applied	\$0.00
Balance Due	\$101,270.09

OSSI ANNUAL MAINTENANCE AGREEMENT FEES – 2021

The total bill for 2021 is \$101,270.09

INVOICE LIABILITIES

Decatur Police pays 79.09% which is \$80,094.52

Decatur Fire pays 3.04% which is \$3,078.61

Mt. Zion PD pays 2.23% which is \$2,258.32

MSO pays 15.64% which is \$15,838.64

CUSTOMER NO. _____; CONTRACT NO. 111267

SOFTWARE LICENSE AND SERVICES AGREEMENT

BETWEEN

SunGard Public Sector Inc.
a Florida corporation

with headquarters at:

1000 Business Center Drive
Lake Mary, FL 32746

("SunGard Public Sector")

AND

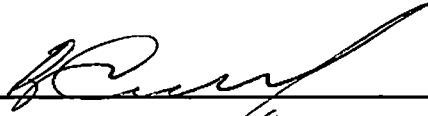
City of Decatur
333 S. Franklin Street
Decatur, IL 62523

(for purposes of this Agreement, "Customer")

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

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

City of Decatur

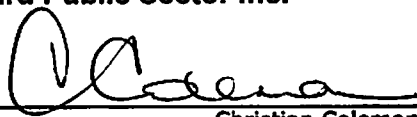
BY: 

PRINT NAME: Ryan P. McCrady

PRINT TITLE: CITY MANAGER

DATE SIGNED: 10/24/11

SunGard Public Sector Inc.

BY: 

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

DATE SIGNED: October 21, 2011

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

1. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Services.

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

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

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

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

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

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

6. Payment and Taxes.

(a) Payment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Term and Termination.

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

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

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

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

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

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

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

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

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

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

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

16. LIMITATIONS OF LIABILITY.

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

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

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

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

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

EXHIBIT 1

Customer: City of Decatur, IL

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

SOFTWARE^{1, 2, 3}:

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

Notes to Software Table:

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

² Note: Mobiles applications do not include AVL hardware.

SERVICES^{1, 2, 3}:

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

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

Notes to Services Table:

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

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

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

PAY AGENCY PRODUCTS:

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

SUMMARY OF COSTS

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

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

The amounts noted above shall be payable as follows:

Installation: On invoice, upon completion.

Project Management: 100% on the Execution Date.

Training Fees: On invoice, as incurred.

Conversion Fees: 100% on the Execution Date

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

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

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

GENERAL PROJECT CONDITIONS

General Project Conditions - Applies to Entire Project

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

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

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

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

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

Item 11: Virtual Environment Platform

Infrastructure Overview.

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

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

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

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

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

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

DESCRIPTIONS:

Part Number: CAD-T3

Description: BASE COMPUTER AIDED DISPATCH SYSTEM TIER-3

Long Description: Computer Aided Dispatch Includes:

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

Part Number: CAD-E911

Description: E911 INTERFACE MODULE

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

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

Part Number: CAD-MAP

Description: FIRST CAD MAP DISPLAY AND MAP MAINTENANCE SOFTWARE LICENSE

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

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

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

Part Number: CAD-MAPD

Description: ADDITIONAL CAD MAP DISPLAY LICENSE

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

Part Number: CAD-CON

Description: ADDITIONAL CAD CONSOLE LICENSE

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

Part Number: MCT-MIS

Description: LAN CLIENT LICENSE FOR MESSAGE SWITCH

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

The Message Switch Client provides the following functions:

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

Part Number: CAD-INT-PVI

Description: CAD INTERFACE TO PICTOMETRY VISUAL INTELLIGENCE

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

Part Number: MCT-SWI

Description: STATE/NCIC MESSAGING SOFTWARE

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

The Message Switch will allow for the following functions:

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

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

Part Number: CAD-MJ

Description: MULTI-JURISDICTIONAL DISPATCH OPTION

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

Part Number: CAD-FIREHOUSE

Description: FIREHOUSE RMS INTERFACE

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

Part Number: CAD-MRM

Description: CAD RESOURCE MONITOR DISPLAY LICENSE WITH MAPS

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

Part Number: CAD-PROJ-MGNT

Description: CAD PROJECT MANAGEMENT

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

Part Number: CAD-INST

Description: BASE CAD SOFTWARE INSTALLATION

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

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

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

Part Number: CAD-IMPL

Description: BASE CAD SOFTWARE IMPLEMENTATION

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

QA services to assist with the CAD implementation.

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

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

Part Number: CAD-MAP-CONV

Description: MAP BASED GEOFILE GENERATION

Long Description: This service includes:

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

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

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

Special Notes

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

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

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

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

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

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

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

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

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

Street names

Street prefixes

Street suffixes

Jurisdiction/City Code

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

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

Missing streets

Missing street segments

Missing intersections

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

Part Number: CAD-MNT-TRN

Description: CAD MAINTENANCE TRAINING

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

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

Part Number: CAD-USR-TRN

Description: CAD USER TRAINING

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

Part Number: MCT-BMS-T3

Description: BASE MOBILE SERVER SOFTWARE UP TO 75 WORKSTATIONS

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

Part Number: MCT-CLIENT

Description: MCT CLIENT - DIGITAL DISPATCH

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

Any additional hardware must be purchased separately.

Part Number: MCT-MFR-REV-T3

Description: REVIEW MODULE FOR FIELD REPORTING UP TO 75 WORKSTATIONS

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

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

Part Number: MCT-MFR-OFF

Description: MFR CLIENT - BASE INCIDENT/OFFENSE

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

Part Number: MCT-MAP

Description: MCT CLIENT - MAPS

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

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

Part Number: MCT-MFR-ACC

Description: MFR CLIENT - ACCIDENT REPORTING

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

Part Number: MCT-INT-FHS

Description: MCT INTERFACE TO FIREHOUSE

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

Part Number: MCT-MFR-MBLN-CLIENT

Description: MFR CLIENT- MOBLAN VERSION

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

Part Number: MCT-AVL-CLIENT

Description: MCT CLIENT - AVL

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

Part Number: MCT-AVL-HOST

Description: AVL SERVER HOST LICENSE

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

Part Number: MCT-AVL-CAD

Description: CAD CLIENT AVL LICENSE

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

Part Number: MCT-PROJ-MGNT

Description: PROJECT MANAGEMENT SERVICES

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

Part Number: MCT-AVL-SERV

Description: AVL INSTALLATION AND TRAINING

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

Part Number: MCT-BMS-INST

Description: INSTALLATION OF BASE MOBILE SERVER SOFTWARE

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

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

QA services for application support and configuration to other applications.

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

Part Number: MCT-SWI-IMPL

Price: \$1400

Description: IMPLEMENTATION OF BASE MESSAGE SWITCH

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

Part Number: MCT-SWI-INST

Description: INSTALLATION OF BASE MESSAGE SWITCH

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

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

Part Number: MCT-IMPL

Description: MOBILE IMPLEMENTATION SERVICES

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

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

Part Number: MFR-MNT-TRN

Description: MOBILE FIELD REPORTING MAINTENANCE TRAINING

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

Part Number: MCT-TTT-TRN

Description: MCT TRAIN THE TRAINER TRAINING

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

Part Number: MFR-TTT-TRN

Description: MOBILE FIELD REPORTING TRAIN THE TRAINER TRAINING

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

Part Number: MFR-INST

Description: INSTALLATION MOBILE FIELD REPORTING

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

Part Number: MFR-IMPL

Description: IMPLEMENTATION FOR MOBILE FIELD REPORTING

Long Description: QA services to test OSSI MFR.

Part Number: MCT-ADD-TRN

Description: MCT & MFR ADD ON MODULE USER TRAINING

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

One (1) day of Accident Reporting

Part Number: RMS-BASE-75

Description: BASE RECORDS MANAGEMENT SYSTEM - 75 WORKSTATION

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

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

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

Part Number: RMS-MJ

Description: MULTI-JURISDICTIONAL RMS OPTION

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

Part Number: RMS-MAP-75

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

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

Part Number: RMS-CA

Description: CRIME ANALYSIS MODULE

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

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

Part Number: RMS-ACCIDENT-5

Description: BASIC ACCIDENT MODULE - 5 WORKSTATION

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

Part Number: RMS-P&E-5

Description: PROPERTY AND EVIDENCE MODULE - 5 WORKSTATION

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

Part Number: RMS-BAR HOST-5

Description: BAR CODING SERVER LICENSE - 5 WORKSTATION

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

Part Number: RMS-BAR-CLIENT

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

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

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

License is per workstation.

Part Number: RMS-NTF-75

Description: NOTIFICATION MODULE - 75 WORKSTATION

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

Part Number: RMS-WIZ-CLIENT

Description: ACCIDENT WIZARD WORKSTATION LICENSE

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

Part Number: RMS-WIZ-BASE

Description: ACCIDENT WIZARD BASE SERVER LICENSE

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

Part Number: RMS-CUST-MOD

Description: RMS CUSTOM MODIFICATIONS - ACCIDENT SUBMISSION INTERFACE FOR ILLINOIS

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

Part Number: RMS-PROJ-MGNT

Description: PROJECT MANAGEMENT FOR RMS

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

Part Number: RMS-INST

Description: BASE RMS SOFTWARE INSTALLATION CHARGES

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

Part Number: RMS-MNT-TRN

Description: RMS MAINTENANCE TRAINING

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

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

Part Number: RMS-IMPL

Description: BASE RMS SOFTWARE IMPLEMENTATION CHARGES

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

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

QA support for assistance with implementation.

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

Part Number: RMS-TTT-TRN

Description: RMS TRAIN THE TRAINER TRAINING

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

Part Number: RMS-ADD-TRN

Description: RMS ADD-ON MODULE USER TRAINING

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

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

Part Number: RMS-IMPL

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

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

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

QA support for assistance with implementation.

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

Part Number: INT-OPSRMS

Description: OPS RMS

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

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

Part Number: INT-OPSCAD

Description: OPS CAD

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

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

Part Number: RMS-P2P

Description: POLICE TO POLICE INTERNET DATA SHARING

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

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

Currently, this functionality includes:

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

Each Site must provide the following:

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

Part Number: INT-P2C

Description: Police 2 Citizen

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

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

Part Number: INT-PROJ-MGNT

Description: PROJECT MANAGEMENT SERVICES

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

Part Number: INT-OPS-INST

Description: OPCENTER INSTALLATION

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

Part Number: INT-OPS-TRN

Description: OPCENTER TRAINING

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

Part Number: INT-P2C-INST

Description: POLICE 2 CITIZEN INSTALLATION

Long Description: Includes the installation of SunGard Public Sector's Police to Citizen (P2C) application on the P2C server.

Part Number: INT-P2P-USR-TRN

Description: P2P USER TRAINING

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

Part Number: RMS-DATACNV-HTE

Description: DATA CONVERSION FROM HTE

Long Description: SunGard will convert data from the following CRIMES modules to the corresponding OSSI RMS module:

Master Names

Incident

Adult and Juvenile Arrest

Evidence

Field Interview

Citation

Accident

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

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

Part Number: RMS-DATACNV-HTE

Description: DATA CONVERSION FROM FIELD REPORTING

Long Description: SunGard will convert data from the following Field Reporting modules to the corresponding OSSI RMS module

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

Part Number: CAD-DATACNV-HTECAD6

Description: DATA CONVERSION FOR HTE CAD 6

Long Description: SunGard will convert data from the following HTE CAD 400 or CAD 6 modules to the corresponding OSSI CAD module:

Call History

Sites

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

Number of Software Supplements Attached: 3

GIS SOFTWARE SUPPLEMENT

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

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

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

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

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

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

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

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

DATA ACCESS SUBSCRIPTION SUPPLEMENT

1. Additional Definitions.

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

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

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

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

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

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

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

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

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

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

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

5. User Responsibilities.

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

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

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

PAY AGENT SUPPLEMENT

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

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

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

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

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

6. LIMITATIONS OF LIABILITY.

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

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

DATE SIGNED: _____

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

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

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

2. Additional Definitions.

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

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

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

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

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

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

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

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

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

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

3. Services.

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

System and each Custom Modification identified in Exhibit 1.

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

4. Payment and Taxes.

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

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

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

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

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

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

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

SOFTWARE OTHER THAN THE EQUIPMENT.

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

8. LIMITATIONS OF LIABILITY.

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

IMPROVEMENTS FOR THE YEAR THAT SUCH LIABILITY ARISES.

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

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

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

EXHIBIT 1

Customer: City of Decatur, IL

Commencement Date: June 1, 2012

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

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

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

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

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

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

NOTE:

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

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

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

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

EXHIBIT 2

Maintenance Standards

- I. **Hours During Which SunGard Public Sector's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance:** Unless otherwise noted in Exhibit 1, support hours are Monday through Friday, 7:00 A.M. to 6:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x11").

- II. **Targeted Response Times.** With respect to SunGard Public Sector's Maintenance obligations, SunGard Public Sector will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Baseline Component Systems/Custom Modifications identified in Exhibit 1 of this Agreement in accordance with the following guidelines with the time period to be measured beginning with the first applicable SunGard Public Sector "Telephone Support" hour occurring after SunGard Public Sector's receipt of the Notification:

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

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

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

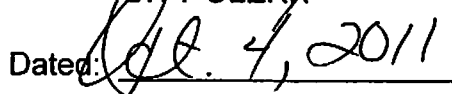
Mayor

ATTEST:



CITY CLERK

Dated:

 4, 2011

MACON COUNTY, ILLINOIS,

By Jay A. Dunn
Its _____

ATTEST:

[Signature]
Its Notary Public

Dated: 10-13-11

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

By [Signature]
Its Mayor

ATTEST:

[Signature]
Its Village Clerk

Dated: 10/18/11

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF DECATUR, IL

Authorized Signature

Tim A. Gleason, City Manager

Type or Print Name and Title

October 16, 2017

Date

SUPERION, LLC

Authorized Signature

Tom Amburgey, General Manager

Type or Print Name and Title

9/21/17

Date

CENTRAL ILLINOIS REGIONAL DISPATCH
CENTER (CIRDC), IL

Authorized Signature

Jonathan D. Thomas

Type or Print Name and Title

10-23-17

Date

RESOLUTION NO. R2017-129

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

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

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

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

PRESENTED and ADOPTED this Sixteenth day of October, 2017.



JULIE MOORE WOLFE, MAYOR

ATTEST:



REBECCA H. BRIGHT
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.

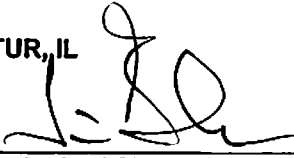
(Continued on following page)

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

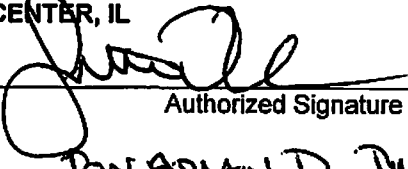
Tom Amburgey V.P. General Manager

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:



RICHARD BRIGHT
CITY CLERK

SUBJECT: Resolution Approving Agreement Between the Public Safety Training Foundation and the City of Decatur, Illinois for Use of the Public Safety Training Foundation's Facilities

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution Approving Agreement Between the Public Safety Training Foundation and the City of Decatur, Illinois for Use of the Public Safety Training Foundation's Facilities	Resolution Letter

Date: May 3, 2021

To: Mayor Julie Moore Wolfe
Decatur City Council Members

From: City Manager Scot Wrighton
Chief James E. Getz Jr.

Subject: Agreement between the City of Decatur and the Public Safety Training Foundation for the Use of the Public Safety Training Foundation's Facilities

BRIEFING MEMO

RECOMMENDED ACTION:

It is recommended that the City Council approve this agreement with the Public Safety Training Foundation.

BACKGROUND:

The Training Foundation has several facilities the police and fire department has used in the past. Both the police and fire department want to continue to use these facilities as this is a great asset to have. Currently each time the departments utilize these facilities each officer must sign an agreement to use the facilities. This proposed agreement allows officers and future officers to use the facilities without having to sign an agreement. This agreement also allows the firefighters and future firefighters to use the facilities as well. These facilities offer the ability to provide updated training in training facilities that the City cannot currently provide. This agreement allows for our first responders to train in a professional training environment while still indemnifying the Foundation.

RESOLUTION NO. R2021 _____

**RESOLUTION APPROVING AGREEMENT BETWEEN
THE PUBLIC SAFETY TRAINING FOUNDATION AND
THE CITY OF DECATUR, ILLINOIS
-FOR USE OF THE PUBLIC SAFETY TRAINING FOUNDATION'S FACILITIES-**

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 PUBLIC SAFETY TRAINING FOUNDATION AND THE CITY OF DECATUR, ILLINOIS, 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 3rd day of May, 2021.

JULIE MOORE WOLFE
MAYOR

ATTEST:

KIM ALTHOFF
CITY CLERK

**AGREEMENT BETWEEN THE PUBLIC SAFETY TRAINING FOUNDATION
AND THE CITY OF DECATUR, ILLINOIS,
FOR USE OF THE PUBLIC SAFETY TRAINING FOUNDATION'S FACILITIES**

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

RECITALS

- A. The PSTF owns various training facilities in Macon County (the “**Facilities**”).
- B. The PSTF now desires to allow the Fire Department of the City (“**DFD**”) and Decatur Police Department (“**DPD**”) to use the Facilities, subject at all times to the terms and conditions of this Agreement.

ARTICLE ONE – GENERAL TERMS

- A. In consideration for the City’s covenants hereinafter expressed and made, the PSTF grants to the DFD and DPD non-exclusive access to and use of the Facilities on days exclusively determined by the PSTF.
- B. The City agrees that the PSTF shall maintain control of the Facilities and further agrees to abide by the PSTF operational rules for the Facilities, which rules and subsequent amendments shall be provided by PSTF personnel to the DFD and DPD personnel in charge.

ARTICLE TWO – PARTICULAR TERMS AND CONDITIONS

- A. The Facilities are available to the City only for training of personnel employed by the DFD and DPD.
- B. The Facilities may be scheduled by DFD or DPD personnel by contacting the designated PSTF personnel.
- C. The DFD and DPD acknowledges that other parties will also be using the Facilities.
- D. DFD and DPD personnel shall use personal safety equipment at all times when training at the Facilities.

ARTICLE THREE – LIMITATIONS

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

ARTICLE FOUR – LIABILITY

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

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

ARTICLE FIVE – TERMINATION

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

ARTICLE SIX – ENTIRE AGREEMENT

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

The remainder of this page is intentionally left blank.

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

FOUNDATION:

CITY:

PUBLIC SAFETY
TRAINING FOUNDATION

THE CITY OF DECATUR

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

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

Public Safety Training Foundation
145 N Merchant St.
Decatur, Illinois

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

SUBJECT: Resolution Approving Agreement Between the Public Safety Training Foundation and the City of Decatur, Illinois for Use of the Virtra V-300 LE Training Simulator and Grain Safety Facility

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution Approving Agreement Between the Public Safety Training Foundation and the City of Decatur, Illinois for Use of the Virtra V-300 LE Training Simulator and Grain Safety Facility	Resolution Letter

Date: May 3, 2021

To: Mayor Julie Moore Wolfe
Decatur City Council Members

From: City Manager Scot Wrighton
Chief James E. Getz Jr.

Subject: Agreement between the City of Decatur and the Public Safety Training
Foundation for the Use of the VirTra V-300 Training System

BRIEFING MEMO

RECOMMENDED ACTION:

It is recommended that the City Council approve this agreement with the Public Safety Training Foundation. The VirTra V-300 System is a state of art training simulator which puts officers in real life training scenarios. The Officers are forced to use their judgement, experience and training to make split second decisions.

BACKGROUND:

The VirTra V-300 System is a state of art training simulator which puts officers in real life training scenarios. The Officers are forced to use their judgement, experiences, and training to make split second decisions. The City of Decatur Police Department continues to recognize the need for current and real- life training. The agreement would allow the Decatur Police Department to have access to their own VirTra System to use for training any time of day or night which allows even third shift to do on-shift training.

This has been an item the Chief of Police has wanted for several years, but after getting some costs realized this could not be fit into the police budget.

RESOLUTION NO. R2021 _____

**RESOLUTION APPROVING AGREEMENT BETWEEN
THE PUBLIC SAFETY TRAINING FOUNDATION AND
THE CITY OF DECATUR, ILLINOIS
FOR USE OF THE
-VIRTRA V-300 LE TRAINING SIMULATOR AND GRAIN SAFETY FACILITY-**

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 PUBLIC SAFETY TRAINING FOUNDATION AND THE CITY OF DECATUR, ILLINOIS, 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 3rd day of May, 2021.

JULIE MOORE WOLFE
MAYOR

ATTEST:

KIM ALTHOFF
CITY CLERK

**AGREEMENT BETWEEN THE PUBLIC SAFETY TRAINING FOUNDATION
AND THE CITY OF DECATUR, ILLINOIS,
FOR USE OF THE
VIRTRA V-300 LE TRAINING SIMULATOR AND GRAIN SAFETY FACILITY**

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

RECITALS

- A. The PSTF owns the VirTra V-300 LE Training Simulator (the “**System**”) within the Grain Safety and Rescue Building located at 920 W. Grove Road Decatur, IL. (the “**Facility**”).
- B. The PSTF now desires to allow the Police Department of the City (“**DPD**”) to use the System and Facility, subject at all times to the terms and conditions of this Agreement.

ARTICLE ONE – GENERAL TERMS

- A. In consideration for the City’s covenants hereinafter expressed and made, the PSTF grants to the DPD non-exclusive access to and use of the System, on days determined by the DPD. If a conflict arises it will be deferred to the PSTF for resolution.
- B. The City agrees that the PSTF shall maintain control of the System and Facility and further agrees to abide by the PSTF’s operational rules for the System and Facility, which rules and subsequent amendments shall be provided by the Director of Communications of the PSTF to the DPD personnel in charge of oversight of the System.

ARTICLE TWO – PARTICULAR TERMS AND CONDITIONS

- A. The System and Facility is available to the City only for training of law enforcement officers employed by the DPD.
- B. The DPD acknowledges that other parties may use other areas of the Facility from time to time.
- C. DPD personnel shall use personal safety equipment, to include but not limited to, hearing and eye protection and relevant body gear, at all times when training.
- D. NO LIVE AMMUNITION WILL BE PERMITTED IN THE VIRTRA TRAINING AREA OF THE FACILITY.**
- E. For all uses of the VirTra equipment, no more than 15 individuals may be in attendance at any one time.

F. DPD commits to regular use of the System as well as oversight and scheduling for the maintenance and repair of the System. All associated costs for maintenance and repair will be paid by the PSTF. DPD will check the System when it is not in use.

G. This equipment will be available to MCLETC and PSTF as a secondary training device and use of the equipment will be scheduled through the designated DPD personnel.

ARTICLE THREE – LIMITATIONS

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

ARTICLE FOUR – LIABILITY

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

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

ARTICLE FIVE – TERMINATION

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

ARTICLE SIX – ENTIRE AGREEMENT

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

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

PSTF:

CITY:

THE PUBLIC SAFETY
TRAINING FOUNDATION

THE CITY OF DECATUR

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

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

The Public Safety Training Foundation
145 N. Merchant St
Decatur, Illinois 62523

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

Public Works

DATE: 4/20/2021

MEMO: 2021-48

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing Amendment Number 1 to an Agreement with Clark Dietz Inc. to Provide Professional Engineering Services to the City of Decatur, City Project 2020-13.

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolution authorizing the Mayor to sign, and the City Clerk to attest, Amendment Number 1 to a professional services agreement between the City of Decatur and Clark Dietz Incorporated to provide professional engineering services to the City, for a fee not to exceed \$84,752.40.

BACKGROUND:

The Engineering Division of the Public Works Department has an approved personnel roster that includes 4 engineers (City Engineer, Assistant City Engineer, Civil Engineer II, and Civil Engineer I) and 6 Engineering Technicians (2 Technician III, 3 Technician II, and 1 Technician I). Due to unfilled departures, the Division currently has 2 vacant engineer positions (one of which is unfunded) and 2 vacant engineering technician positions. Approval was provided earlier this year to fill the 2 Engineering Technician positions and a Civil Engineer I position, but the City has not been able to recruit an applicant that either meets the qualifications or is willing to meet the City's residency requirements.

It is hoped that the vacant Engineering Technician I position can be filled within the next couple of months, as recruitment efforts continue. The vacant Civil Engineer I position is expected to take most of 2021 to fill. Given these difficulties, it is preferable to temporarily continue to contracting out a portion of the services needed by the Engineering Division, to keep infrastructure projects, operations, and other services, required by the Public Works Department, on track.

Additionally, the Engineering Division will be working to accelerate engineering on certain water and sewer projects that are funded by new ARP funds. An amended professional agreement with Clark Dietz will also help the city meet this new design services demand.

Professional Services Agreement Amendment No 1

Over the past year, Clark Dietz, Inc (CDI) has provided the additional staff needed to assist the Public Works Engineering Division fulfill its obligations to the City. They have provided an employee that typically spends three days a week at the City offices with additional tasks assigned to other CDI staff as

needed. Amendment number one will provide additional hours for various services to help make up for the four vacancies. The cost of \$84,752.40 is estimated to last through October of 2021.

PRIOR COUNCIL ACTION:

September 8, 2020 - City Council authorized the original agreement with Clark Dietz Incorporated for professional services for a not to exceed fee of \$187,670.

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES:

Clark Dietz Inc.

LEGAL REVIEW: The Original Agreement was approved by the Legal Department on August 25th, 2020. The Amendment was provided to the Legal Department on April 20, 2021.

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

BUDGET/TIME IMPLICATIONS:

Budget Impact: The proposed amendment number 1 to the professional services agreement with Clark Dietz Incorporated is for a fee of \$84,752.40. It is proposed that this fee continue to be shared from the Storm Drainage Fund at 50%, the Sanitary Sewer Fund at 40%, and the Water Fund at 10%.

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

SCHEDULE: Services will continue upon approval of the Council.

COPY: Clark Dietz Inc.

ATTACHMENTS:

Description	Type
Resolution Authorizing Amendment Number 1 to an Agreement with Clark Dietz Inc. with Exhibit 1	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AMENDMENT NUMBER 1 TO AN AGREEMENT
WITH CLARK DIETZ INC., TO PROVIDE PROFESSIONAL ENGINEERING
SERIVCES TO THE CITY OF DECATUR
CITY PROJECT 2020-13**

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

Section 1. That Amendment No. 1 presented to the Council herewith as Exhibit 1 and made part of hereof, between Clark Dietz Inc. and the City of Decatur, be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Amendment No. 1 between the City of Decatur, Illinois and Clark Dietz Inc. for a cost not to exceed \$84,752.40.

Section 3. That the changes in the above described agreement are germane to said agreement, as signed, and the amendment is in the best interest of the City of Decatur and is authorized by law.

PRESENTED AND ADOPTED this 3rd day of May 2021.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk



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

Exhibit 1

Amendment

Date: May 3, 2021 Project: Various Engineering Services
Request No. 1 ☐ Final Project Number: 2020-13

Consulting
Engineer: Clark Dietz, Inc
Address: 125 West Church Street
Champaign, IL 61820

I recommend that an ☒ addition of \$ 84,752.40 be made to the above contract.
☐ deduction

I recommend that an extension of 260 days be made to the above contract completion date.
The revised completion date is now October 31, 2021.

Amount of original contract	\$	<u>187,670.00</u>
Amount of previous amendments	\$	<u>0.00</u>
Amount of current amendment	\$	<u>84,752.40</u>
Amount of adjusted/final contract	\$	<u>272,422.40</u>

☒ addition
Total net ☐ deduction to date \$ 84,752.40 which is 31.1 % of Contract Price

State fully the nature and reason for the Amendment Continue to support the City's Engineering Department Staff on a part time basis by providing in-house engineering services

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

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

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

Recommended [Signature]
Public Works Director

4-26-21
Date

Approved _____
Mayor

Date

Attested _____
City Clerk

Date



April 20, 2021

Mr. Matthew Newell
Public Works Director
1 Gary K Anderson Plaza
Decatur, IL 62523

Re: Time and Scope Extension
Various Engineering Services
Decatur Project No. 2020-13
Clark Dietz Project No. D0090100

Dear Mr. Newell:

We understand that the City would like to extend our Various Engineering Services project beyond its original number of estimated hours. We have appreciated and enjoyed working with the City on these various engineering services to date and appreciate the opportunity to continue working with you.

The scope as we understand it includes various as-needed items such as:

- Assisting staff with stormwater issues and sanitary service issues,
- Performing site plan reviews,
- Helping with SWPP inspections on an as needed basis.
- Preparing AutoCAD & Drafting standards.
- Developing capital improvement projects such as the 2021 Stormwater and 2021 Sewer Long Lining and the 2021 Water Main project
- Assessing the condition of existing sanitary sewers and identifying critical failure areas, and
- Analyzing the source and strength of odors in the collection system.

In addition to these tasks, we understand that the City may be interested starting preliminary design on sewerage one of the City's unsewered neighborhoods. The fee estimate for these scope items is attached, as are our direct labor rates, the City's Amendment form, and the City's timeline form for this additional work.

We plan to continue utilizing the staff and project management as we currently have working with you. We are confident that our team will be able to provide cost-effective, high quality services for the District. If you have any questions or require additional information, please don't hesitate to call me.

Sincerely,

Clark Dietz, Inc.

Andrea Bretl, P.E.
Project Manager

City of Decatur
Engineering Services Project
Clark Dietz - Scope of Work and Fee Estimate
April 2021

	QAQC Engineer P-7	Principal In Charge P-6	Project Manager P-6	Project Engineer P-5	Design Manager T-5	Engr/ Tech T-4	Staff Engineers P-2	Expenses	Task Total
Project 1 - Various Engineering Services									
Project Management			10						\$ 1,860.00
In-house Engineering						510		\$ 5,500	\$59,254.00
Office Support (transportation, structural, survey, municipal)	4	4	24	80	4		40	\$ 500	\$23,638.40
TOTAL HOURS	4	4	34	80	4	510	40		
Est. Direct Labor \$/hr	\$60.00	\$68.00	\$60.00	\$49.00	\$48.00	\$34.00	\$35.00		
Multiplier	3.1								
TOTAL FEE	\$744	\$843	\$6,324	\$12,152	\$595	\$53,754	\$4,340	\$ 6,000	\$84,752.40

Assumptions:

- This estimate assumes 20 to 25 hours per week for five months from May 15, 2021 to October 31, 2021. Services may be extended per City direction.
- Clark Dietz's in-house engineer will be provided with a City of Decatur workstation with necessary computer accommodations.
- Mileage to/from the City of Decatur will not be charged, but standard mileage or daily vehicle rate of \$25/day will be invoiced as it relates to the scope of services.
- Use of Clark Dietz's survey equipment will be an additional expense. Depending on survey needs, a second Clark Dietz engineer may be required at additional hours.
- Depending on the task, the in-house engineer may require support from other Clark Dietz engineers (code compliance, hydraulic calculations, infrastructure assessments, etc.). If required, office support staff will be charged per the schedule of direct labor rates. An assumed amount of office hours is included for budgetary purposes. Actual hours may differ.

EXHIBIT C
PROJECT TIMELINE

City of Decatur

Project: Engineering Services Project

Clark Dietz - Expected Project Timeline

Notice to Proceed	May 10, 2021
Project 1 – Various Engineering Services	
Start Week of	May 17, 2021
End Week of	October 31, 2021*

* Deadline may be extended by a mutually agreed Amendment to this Agreement.

SCHEDULE OF DIRECT LABOR RATES

CLARK DIETZ, INC.

January 1, 2021

<u>TITLE</u>	<u>HOURLY RATE RANGE</u>	
Principal	\$100.00	\$100.00
Engineer 8	89.50	96.30
Engineer 7	65.00	78.00
Engineer 6	51.00	68.00
Engineer 5	41.50	60.00
Engineer 4	43.25	54.00
Engineer 3	35.50	40.55
Engineer 2	32.25	40.00
Engineer 1	29.85	31.75
Technician 5	44.20	51.00
Technician 4	33.35	44.00
Technician 3	31.00	38.00
Technician 2	26.25	30.50
Technician 1	18.00	23.00
Clerical	17.00	38.80

Notes:

This schedule covers most of our employees. Some changes in job titles and salaries may occur due to employee changes. The rates in this schedule will be reviewed and adjusted as necessary, but not sooner than six months after the date of this schedule. Rates are the actual salaries or wages paid to employees of Clark Dietz.

Public Works

DATE: 4/21/2021

MEMO: 2021-49

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, Public Works Director
Deborah M. Perry, Purchasing Supervisor

SUBJECT: Resolution Accepting the Sourcewell Bid Price from Altorfer for the Purchase of a Caterpillar 926M Wheel Loader.

SUMMARY RECOMMENDATION:

Staff recommends awarding a contract at the Sourcewell awarded contract amount of \$120,385 to Altorfer for one (1) 2021 Caterpillar 926M Wheel Loader to replace Vehicle #173.

BACKGROUND:

Funding was provided in the 2021 Water Fund budget to replace the Rollover Protection System (essentially the cab section) on the 16-year-old wheel loader used by the Lake Maintenance Section of the Public Works Department. Replacement was necessary due to rusting which had compromised the structural integrity of the rollover system which made the loader unsafe to operate. Staff received a quote of \$45,000 to replace the Rollover Protection System; when added to other repairs needed to get the loader back into serviceable use, the total repair cost approaches \$60,000.

It is recommended that a more cost-effective approach is to replace the 16-year-old wheel loader because the necessary repairs are nearly half the cost of a new unit. With the money budgeted for the replacement of the Rollover Protection System, and by deferring the purchase of a Water Fund dump truck until FY 2022, the wheel loader can be replaced within the current funding allocated for vehicle replacement in the Water Fund.

Vehicle #173, 2005 Caterpillar 924G Wheel Loader

The Public Works Department, Water Production Division has requested one (1) new wheel loader to replace one (1) wheel loader due to its age and condition.

The replacement wheel loader is estimated to be delivered in approximately 90 days.

It is recommended that this vehicle be purchased using Sourcewell awarded contract pricing. Sourcewell is a public agency that offers competitively solicited purchasing contracts for products and equipment to member agencies, so those members do not have to duplicate the solicitation process. The

City joined Sourcewell several years ago to compare prices. Looking at various bidding options, including the Illinois Joint Purchasing Agreement, the Sourcewell quote is the best option for this vehicle.

The replaced wheel loader will be traded in for \$30,000 off the new loader which is a very generous amount due to the condition and age of the trade in.

OTHER BIDDERS: None.

LEGAL REVIEW: There are no contracts for Legal to review.

PRIOR COUNCIL ACTION: None.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES: Fleet Maintenance wrote bid specifications based on Municipal Services and Water Production Division requirements.

STAFF REFERENCE: Matt Newell, Public Works Director, Dan Mendenall, Municipal Services Manager. Matt Newell will be in attendance to answer any questions.

BUDGET/TIME IMPLICATIONS: Funding for the expenditures is available in the FY 2021 Budget.

ATTACHMENTS:

Description	Type
2021-49 Resolution Bid Altorfer CAT 926M	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE SOURCEWELL BID PRICE
FROM ALTORFER FOR THE PURCHASE OF A
CATERPILLAR 926M WHEEL LOADER**

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

Section 1. That the Sourcewell bid through Altorfer received for one (1) 2021 Caterpillar 926M Wheel Loader, presented herewith as Exhibit A and made part hereof be, and it is hereby, received, and placed on file.

Section 2. That the bid price of Altorfer, in the amount of \$120,385 be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Altorfer, for their bid price of \$120,385.

Section 4. That the City Manager be, and is hereby, authorized and directed to affect payment for the acquired equipment with terms and conditions as determined by the City Treasurer and approved by the City Manager,

PRESENTED and ADOPTED this 3rd day of May, 2021.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

ALTORFER



February 12th, 2021

City of Decatur
2600 North Jasper Street
Decatur, IL 62526-4703

We are pleased to provide the following proposal for your review:

One (1) New CAT® 926M Wheel Loader

Includes the following standard equipment and options:

Pressurized, Sound Suppressed ROPS/FOPS Cab
Comfort Air Suspension Fabric Seat
Air Conditioner & Heater/Defroster
Internal & Heated External Rear View Mirrors
Front & Rear Sun Visor
AM/FM Radio w/ Bluetooth
Parallel Lift, Z-Bar Loader Linkage
Ride Control
Fusion Quick Coupler
Load Sensing Hydraulics & Steering System
Three-Valve Hydraulics
Joystick Implement Control w/ Directional Control
Proportional Control Roller Switch
Automatic Bucket Positioner/ Kickout
2.7 yd³ **Multi-Purpose Bucket** w/ Bolt-on Cutting Edge

CAT C7.1 Tier 4 Final Diesel Engine
ACERT™, Turbocharged, & Aftercooled
120V Engine Block Heater
1000 CCA Batteries
Ether Starting Aid
Hydrostatic Transmission (4 Speed Ranges)
Front Axle w/ Differential Lock
Limited Slip Rear Differential
20.5-R25 L2 Tires
Fenders
Front & Rear Halogen Work Lights
Counterweight
Rearview Camera
CAT Product Link Ready
Back-Up Alarm

Sourcewell Member Pricing:

	CAT 926M
List Price	\$239,196.00
Less Sourcewell Discount	(57,408.00)
Subtotal	\$181,788.00
Tax Exempt	0.00
36/3,000 PHT EPP	700.00
Setup / Assembly	1,200.00
Freight / Delivery	1,500.00
Subtotal	185,188.00
Less Altorfer Discount	(35,390.00)
Net Purchase Price	\$149,798.00

Availability:

Unit available in stock, subject to prior sales.

- Payments calculated in arrears.
- Subject to CFSC Credit Approval.
- Interest rates are subject to change based on delivery.

Equipment Protection Plan (EPP):**OPTION #1**

Includes 12-Months Premier & 36-Months / 3,000 Hours
Powertrain + Hydraulics + Tech Warranty.

Selling Price: \$ 149,798.00
924G Trade Value: \$ -30,000.00
Net Selling Price: \$ 119,798.00

Approx. Monthly Payments: \$ 1,052.90
Residual Due at 60 Months: \$ 72,500.00*

* Altorfer CAT agrees to pay off \$72,500 residual owed to
CAT Financial and assume ownership of this machine,
OR City of Decatur can pay residual and own machine.

OPTION #2

Includes 60 Months / 2,500 Hours
Premier (Bumper to Bumper) Warranty.

Selling Price: \$ 149,798.00
Premier EPP Coverage: \$ 587.00
924G Trade Value: \$ -30,000.00
Net Selling Price: \$ 120,385.00

Approx. Monthly Payments: \$ 1,063.63
Residual Due at 60 Months: \$ 72,500.00*

* Altorfer CAT agrees to pay off \$72,500 residual owed to
CAT Financial and assume ownership of this machine,
OR City of Decatur can pay residual and own machine.

POWERTRAIN + HYDRAULIC + TECH (OPTION 1) vs. PREMIER (OPTION 2)		
ENGINE & ACCESSORIES	OPTION 1	OPTION 2
Engine - Internal Components	*	*
Valve Cover	*	*
Oil Cooler	*	*
Radiator	*	*
Exhaust/Muffler	*	*
Manifolds	*	*
Fan Motor	*	*
Water Pump	*	*
Fuel Injection Pumps	*	*
Injectors	*	*
Lift/Transfer Pump	*	*
Sensors/Solenoids/Sensors	*	*
Thermostat	*	*
Hyd Wheel & Torque Converter	*	*
Oil Pan Group	*	*
Engine Oil Filter Mount	*	*
Turbocharger	*	*
Pulleys	*	*
Starter	*	*
Alternator	*	*
AC Compressor/Condenser	*	*
Electronic Control Modules	*	*
Fuel Lines	*	*
Fuel Tank & Assoc. Parts	*	*
Water Piping	*	*
Oil Lines/Lines (Non Hydrostatic)	*	*
TRANSMISSION/HYDROSTATIC/DRIVELINE		
Transmission	*	*
Final Drives/Planetary	*	*
Drive Shafts	*	*
Transfer Case	*	*
Wet Brake Assemblies	*	*
Hydrostatic Pumps & Drive Motors	*	*
Linkage/Lines Connected to Hystat Pump	*	*
Drive (Pilot/En) Control Valves	*	*
Sensors/Sensors	*	*
AXLES (EXCLUDING HEX)		
Axles	*	*
Axle Seals	*	*
Log Nuts & Bots	*	*
DIFFERENTIALS**		
Differentials	*	*
HYDRAULIC SYSTEMS		
Hydraulic Pumps & Motors	*	*
Hydraulic Cylinders	*	*
Hydraulic Valves & Controls	*	*
Hydraulic Accumulators	*	*
Hydraulic Oil Coolers	*	*
Hoses and Lines	*	*
Hydraulic Oil Filter Mount	*	*
ELECTRICAL & INTERIOR**		
Gauges/Indicate Instruments	*	*
Wiring Harness	*	*
Switches	*	*
Joysticks	*	*
Relays/Circuit Breakers	*	*
FRAMES & LINKAGES		
Chassis/Implement Frames	*	*
Weldment	*	*

We appreciate the opportunity to submit this proposal, and trust that it will merit your favorable consideration.

Sincerely,



Brian Goudie

Machine Sales Representative - Altorfer CAT
 309-824-8701 | brian.goudie@altorfer.com

Public Works

DATE: 4/21/2021

MEMO: 2021-50

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, Public Works Director
Deborah M. Perry, Purchasing Supervisor

SUBJECT: Resolution Accepting the Bid Price of Landmark Ford Inc. for the Purchase of a 2022 Ford F350 Pickup Truck with Service Body and Lift Gate.

SUMMARY RECOMMENDATION: Staff recommends awarding a contract in the amount of \$49,298 to Landmark Ford Inc. for the purchase of one (1) 2022 F350 standard cab 4x4 pickup with service body and a lift gate for the Fleet Maintenance Section of the Public Works Department.

BACKGROUND:

The Fleet Maintenance Section of the Public Works Department has requested one (1) new service truck to replace one (1) 1993 Ford F450 Super Duty Maintenance Truck due to its age and condition.

The service truck being replaced is: One (1) 1993 Ford F450 Super Duty with 3000 Hours.

The replacement service truck is estimated to be delivered in approximately 180 days.

DISPOSAL OF REPLACED UNITS: The replaced service truck will be auctioned after the new vehicle is put in service.

OTHER BIDDERS: Bob Ridings Ford, Taylorville and Victory Lane Ford, Litchfield.

LEGAL REVIEW: There are no contracts for Legal to review.

PRIOR COUNCIL ACTION: None

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES:

Fleet Maintenance wrote the bid specifications.

STAFF REFERENCE: Matthew Newell, Public Works Director, Dan Mendenall Municipal Services

Manager. Matt Newell will be in attendance to answer any questions.

BUDGET/TIME IMPLICATIONS: Funding for the expenditure is provided in the FY 2021 Budget.

ATTACHMENTS:

Description	Type
2021-50 Resolution Bid Tab Landmark Ford F350 Service Body with Lift Gate	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID PRICE OF LANDMARK FORD INC. FOR
THE PURCHASE OF A 2022 FORD F-350 PICKUP TRUCK WITH SERVICE BODY
AND LIFT GATE**

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

Section 1. That the bid received for one (1) 2022 Ford F-350 Standard Cab 4x4 Pickup Truck with a service body and a lift gate, presented herewith as Exhibit A and made part hereof be, and it is hereby, received, and placed on file.

Section 2. That the bid price of Landmark Ford, Inc., in the amount of \$49,298 be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Landmark Ford, Inc., for their bid price of \$49,298.

Section 4. That the City Manager be, and is hereby, authorized and directed to affect payment for the acquired equipment with terms and conditions as determined by the City Treasurer and approved by the City Manager,

PRESENTED and ADOPTED this 3rd day of May, 2021.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

PUR2021-04				Landmark Ford		Bob Ridings Ford		Victory Lane Ford	
Project Name: Medium Duty regular cab & chassis truck with service body and lift tailgate				Springfield, IL		Taylorville, IL		Litchfield, IL	
Bid Date: April 6, 2021									
Time: 10:00 a.m.									
	Description	QTY.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
				2022 Ford		2022 Ford		2022 Ford	
				F350		F350		F350	
	Medium duty regular cab &								
	chassis truck with service body	1		\$49,298.00	\$49,298.00	\$49,938.00	\$49,938.00	\$52,388.00	\$52,388.00
	and lift tailgate								

TOTAL

\$49,298.00 \$49,938.00 \$52,388.00

Exhibit A

Public Works

DATE: 4/9/2021

MEMO: 2021-46

TO: Honorable Mayor Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Matthew C. Newell, P.E., Public Works Director
Daniel D. Mendenall, Municipal Services Manager

SUBJECT: Resolution Accepting the Quote and Authorizing the Execution of a Contract with W.J. Scott Company for Municipal Services Fuel System Improvements.

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the resolution awarding a contract to replace the Municipal Services fueling system to W.J. Scott Company in the amount of \$93,055.10.

BACKGROUND:

The City's main fueling station is located at the Municipal Services Center and is managed by the Fleet Maintenance Section of the Public Works Department. Other governmental entities that use the City's fueling facilities include the School District (Diesel Only), the Civic Center and the Decatur Public Library.

The current fueling system at the Municipal Services Center was installed when the facility was built in 1988 and is well over 30 years old. It consists of 5 fuel pumps, two underground fuel tanks and support equipment. The underground tanks are in good shape and will remain. The pumps and control equipment have exceeded their useful life and need to be replaced. The City also maintains a satellite fueling facility at the Lake near the boat house with a fuel tank and pump which are in good condition and will remain.

The software that manages all fueling operations and links with our fleet management software will also be upgraded to provide better overall management of the system.

System Review

In 2020, the Public Works Department explored opportunities to contract out its fueling services. Outside fueling services, able to serve a fleet with the size and diversity of the City's, ranging from large fire trucks and dump trucks, etc., to passenger cars and lawn mowers, are difficult to find. Of the proposals received, all were found to be more expensive and less reliable than having the City continue to control its own fueling process. The staff spent considerable time evaluating whether it would be cheaper to outsource the entire fueling operation to an off-site location and vendor.

Once it was determined that contracting out fueling services was impractical, competitive proposals were solicited from area vendors to replace the above ground infrastructure.

Project Description

The Fueling Station Improvement Project will do the following:

- Replace the 5 fuel pumps (2 Diesel and 3 Unleaded) located at the Municipal Services Center,
- Install new FuelMaster software to control the system,
- Install new fuel distribution controller/key readers at the Municipal Services Center and the Lake.

Proposal Results

The project scope and specifications were prepared by the Public Works Department. A Request for Proposals was advertised on January 20, 2021 and received on February 11, 2021. The results are as follows:

<u>Vendor</u>	<u>Proposal</u>
S.J. Scott Company	\$93,055.10
Seneca Companies	\$94,927.95

Three vendors took out proposals for the work. Three proposals were received, and one was unresponsive to the proposal requirements.

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 if subcontracting opportunities are available; and,
 2. Eighteen (18) percent of the total hours worked should be performed by minority workers.

W.J. Scott will subcontract out 6.1% of their project to a non-minority licensed electrician that they regularly work with in their specialized installs. They intend to meet the City’s 18% total project minority requirements.

PRIOR COUNCIL ACTION:

The existing fuel system was installed with the construction of the Municipal Services Center. There are no prior Council actions on this item.

POTENTIAL OBJECTIONS: There are no known objections to this resolution and bid award.

INPUT FROM OTHER SOURCES:

None

LEGAL REVIEW: Approved on April 26, 2021.

STAFF REFERENCE: Matt Newell, Public Works Director and Dan Mendenall, Municipal Services Manager. Matt Newell will attend the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS:

Budget Impact: Funding for this project will come from the Fleet Maintenance Fund where \$80,000 are allocated, with the balance coming from the Water Fund. The pump system replacement costs will be \$93,055.10.

Staff Impact: Staff time has been allocated for this project.

SCHEDULE: The project should be completed within 3-4 months as materials are ordered and scheduled for install.

ATTACHMENTS:

Description	Type
Resolution Accepting the Quote and Authorizing the Execution of a Contract with W.J. Scott Company for Fuel System Improvements with Exhibit A	Resolution Letter
Bid Tabulation Fuel System	Backup Material

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE QUOTE AND AUTHORIZING THE
EXECUTION OF A CONTRACT WITH W.J. SCOTT COMPANY FOR
MUNICIPAL SERVICES FUEL SYSTEM IMPROVEMENTS**

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

Section 1. That the quote received for Municipal Services Fuel System Improvements, and presented to the Council herewith, be received and placed on file.

Section 2. That the quote of W.J. Scott Company, in the amount of \$93,055.10 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 W. J. Scott Company attached hereto as Exhibit A and made a part hereof, for said plan, in the amount of \$93,055.10.

PRESENTED and ADOPTED this 3rd day of May 2021.

Julie Moore Wolfe, Mayor

ATTEST:

Kim L. Althoff, City Clerk

Exhibit A

W.J. SCOTT COMPANY

3861 TOZER ROAD – SPRINGFIELD, IL 62707

217/787-6081 FAX: 217/787-3653

PETROLEUM EQUIPMENT SALES, SERVICE, DESIGN, CONSTRUCTION, INSTALLATION AND REMOVAL

February 10, 2021

City of Decatur

Accounting Division

#1 Gary K. Anderson Plaza

Decatur, Illinois 62523-1196

I. FUEL PUMP REPLACEMENT

W J Scott Company to arrive at site, remove all (5) existing dispensers on east canopy islands and install. We will hookup to new and existing conduits product line, anchor down. Reinstall hose assembly, wire, program, calibrate and test for proper operation.

(3) New Bennett 33711SNR-17-P electronic single product side hose outlet, remote pulser, interface board, red for gas. 3,910.47 ea. x 3 =	11,731.41
(2) New Bennett 3712SNR-21-P electronic single product dual hose side outlet, remote pulser interface board, green for diesel 6,152.12 ea. x 2 =.....	12,304.24
Shipping.....	870.00
Misc. fittings, etc.....	1,200.00
Labor.....	8,250.00
TOTAL.....	\$34,355.65

II. MAINTENANCE GARAGE – SITE SOFTWARE & KEYS

(1) 227838A FuelMaster Plus Windows Software SQL.....	2,025.00
(430) 172405 Black Prokee's 5.40ea.....	2,322.00
(1) 941D0120 Prokee USB Encoder.....	552.60
Labor to install software on site, program, train site on setting up prokee's & reports.....	1,200.00
TOTAL.....	\$6,099.60

III. NORTH GAS PUMP

(1) FMU-3505PLUSG Prokee Master Unit.....	8,341.20
(1) 941H0219A Deliberant wireless install kit.....	567.00
Labor, travel and mileage.....	2,950.00
2 nd Year Maintenance and Labor Warranty.....	1,675.00
TOTAL.....	\$13,533.20

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PETROLEUM EQUIPMENT SALES, SERVICE, DESIGN, CONSTRUCTION, INSTALLATION AND REMOVAL

IV. FUELMASTER AT EAST BUILDING

Install FuelMaster on north fuel pump. Remove old Petro Vend Card Reader, mount antenna on building and FuelMaster. Run cat5 to switch.

(1) FMU-3505PLUSG Prokee Master Unit.....	8,341.20
(1) 941H0219A Deliberant wireless install kit.....	567.00
(3) 19901 50amp Hose Controller 135.00EA.....	540.00
Misc. conduit, electrical, wire, anchors.....	600.00
Man Lift Rental.....	500.00
Labor, travel and mileage.....	1,950.00
2 nd Year Maintenance and Labor Warranty.....	1,675.00
 (8) ¾" Entry boots	688.00
(1) Tube Bostic	17.25
1,000 foot #12 wire	170.00
350 foot Bleden wire	315.00
Labor, travel and mileage.....	4,800.00

This section is subcontracted to a licensed electrician.

Parts and labor to run (2) conduits from FuelMaster to each dispenser.

(16) ¾" seal offs	
(16) ¾" unions	
400 foot ¾" conduit	
Material & Labor.....	5,720.00

TOTAL.....\$25,883.45

V. NELSON PARK MARINA

Install new FuelMaster at boat dock to replace petro vend system. Mount wireless antenna on building and at FuelMaster. Connect to network switch in building. Connect wiring from Gas Boy fuel pump to FuelMaster and test for proper operation.

(1) FMU-3505PLUSG Prokee Master Unit.....	8,341.20
(1) 941H0219A Deliberant wireless install kit.....	567.00
Misc. conduit, electrical, wire, anchors.....	300.00
Labor, travel and mileage.....	2,300.00
2nd Year Maintenance and Labor Warranty.....	1,675.00
TOTAL.....	\$13,183.20

W.J. SCOTT COMPANY
3861 TOZER ROAD – SPRINGFIELD, IL 62707
217/787-6081 FAX: 217/787-3653

PETROLEUM EQUIPMENT SALES, SERVICE, DESIGN, CONSTRUCTION, INSTALLATION AND REMOVAL

VI. PROJECT TOTAL

\$93,055.10

VII. CONTRACT ACCEPTANCE

Terms: \$45,000.00 due at signing. Balance to 15 day after completion of install.

We submit this quotation of our interpretation of your requirements subject to the terms and conditions on this proposal. When accepted by Customer, this proposal will constitute a bona fide contract between Customer and Seller.

W J SCOTT COMPANY

CUSTOMER

Approved By: **Matt Scott** Approved By: _____

Date Signed: February 10, 2021 Date Signed: _____

Project Name: Fuel System RFP				WJ Scott Company 3861 Tozer Road Springfield, IL 62707 217-787-6081		Seneca Companies 458 North Highway 48 P.O. Box 60 Oreana, IL 62554 217-468-2393	
Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total
1	Fuel Master 3505 Plus Controller or Approved RFID Capable Equal (MSC)	1	Each	\$9,448.20 & \$8,908.20	\$18,356.40	\$23,660.25	\$23,660.25
2	Fuel Master 3505 Plus Controller or Approved RFID Capable Equal (Lake)	1	Each	\$8,908.20	\$8,908.20	\$8,617.17	\$8,617.17
3	Bennett 3711 SNR-17-P Red	3	Each	\$3,910.47	\$11,731.41	\$4,378.14	\$13,134.42
4	Bennett 3712 SNR-17-P Green	2	Each	\$6,152.12	\$12,304.24	\$6,032.67	\$12,065.34
5	430 Access Keys with Key Programmer and Software	1	Lump Sum	\$4,899.60	\$4,899.60	\$3,315.23	\$3,315.23
6	Installation at MSC	1	Lump Sum	\$28,030.25	\$28,030.25	\$26,936.56	\$26,936.56
7	Installation at Lake	1	Lump Sum	\$2,600.00	\$2,600.00	\$2,012.68	\$2,012.68
8	Training	1	Lump Sum	\$1,200.00	\$1,200.00	\$480.00	\$480.00
9	2 Year Customer Technical Support and Parts and Labor Warranty	1	Lump Sum	\$5,025.00	\$5,025.00	\$4,706.31	\$4,706.31
TOTAL BIDS (AS CORRECTED)				\$93,055.10		\$94,927.96	

City Manager

DATE: 4/29/2021

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: City Manager Scot Wrigton

SUBJECT: Resolution Authorizing the City of Decatur's Participation in the Revolving Loan Fund
Defederalization of the R.L.F. Act

ATTACHMENTS:

Description

Memo

Resolution

Type

Cover Memo

Resolution Letter

April 29, 2021

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

FROM: Scot Wrighton, City Manager

RE: Resolution Defederalizing the City's Revolving Loan Fund

In 2020 Congress passed and the President signed the “Reinvigorating Lending for the Future Act” which authorized the U.S. Commerce Department and the Economic Development Administration to release Federal interest in, and regular oversight of, local revolving loan funds under certain terms and conditions. The city of Decatur’s revolving loan fund qualifies for this release. On March 1, 2021, the City Council adopted a resolution authorizing Mr. James Seaberg to negotiate with the U.S. Economic Development Administration on the city’s behalf to “defederalize” the city’s revolving loan fund (RLF). The RLF is administered by the Community Investment Corporation of Decatur (CICD); Mr. Seaberg serves as executive director/president of the CICD.

For many years the CICD has administered low-interest RLFs to help local small businesses and new start-ups. Decatur’s primary revolving loan fund was first created using money from the U.S. Economic Development Administration (EDA), and as a consequence it has been subject to rules and audits of the Federal Government. The CICD has its own loan review committee and has made 74 small business loans since 1984, totaling approximately \$6.4 million. Of these, 11 have failed, with an aggregate value of approximately \$400,000. Lately the CICD’s RLF has not seen much use of these loan funds because the lower interest rate is not worth the cost of compliance with EDA loan rules; therefore, many prospective loan recipients elect to seek project financing from alternative private sources, or not proceed with their plans. The 2020 Congressional action seeks to address this problem in a unique manner—defederalization of awards and elimination of most federal oversight. In short, this is a permanent delegation and grant of administrative discretion to local government over all existing RLF balances. The current RLF balance is approximately \$2.6 million inclusive of cash balances and loans payable.

Once approved, the EDA will permit certain long-standing RLFs to “defederalize”, meaning as long as the host local government formally agrees to certain general requirements (use the money for economic development, apply Davis-Bacon rules where applicable, etc.), then the Federal government ends its oversight processes and all authority over individual applications, and the Federal government’s reversionary interest rights cease. This will end compliance requirements with OMB regulations, most EDA regulations, and several other Federal reporting requirements. I believe this will increase small business access to the RLF in the future.

City and CICD staff will submit the application and supporting documentation, but approval of the attached resolution is required for the city to proceed.

**RESOLUTION AUTHORIZING THE CITY OF DECATUR'S
PARTICIPATION IN THE REVOLVING LOAN FUND
DEFEDERALIZATION OF THE R.L.F. ACT**

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

WHEREAS, the City of Decatur is an Illinois Municipal Corporation and a governmental public entity in the State of Illinois authorized to provide a broad range of municipal and community services; and

WHEREAS, the City of Decatur, through its subgrantee (the Community Investment Corporation of Decatur) has administered a revolving loan fund since 1984 in accordance with the economic development purposes of the Public Works and Economic Development Act of 1965 (PWEDA); and

WHEREAS, more than seven years have passed since the final disbursement of RLF monies by the Economic Development Administration to the Decatur RLF;

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

Section 1: The City of Decatur, through its subgrantee (the Community Investment Corporation of Decatur) agrees to use all remaining RLF monies for one or more activities that continue to carry out the economic development purposes of the PWEDA and as further set forth herein.

Section 2: The City of Decatur, through its subgrantee (the Community Investment Corporation of Decatur) will contract with and continue to make loans to for-profit entities and organizations in a manner that carries out the economic development purposes of the PWEDA.

Section 3: The City of Decatur, through its subgrantee (the Community Investment Corporation of Decatur) will not use RLF monies to pay general costs of the local government.

Section 4: The City of Decatur, through its subgrantee (the Community Investment Corporation of Decatur) will use RLF monies in accordance with EDA's non-relocations policy and Section 602 of the PWEDA with regard to Davis-Bacon prevailing wage requirements.

Section 5: The City of Decatur, through its subgrantee (the Community Investment Corporation of Decatur) will provide timely, accurate and complete responses to EDA inquiries regarding the future use of RLF award monies.

Section 6: In addition to the requirements above, the City of Decatur, through its subgrantee (the Community Investment Corporation of Decatur) will use RLF monies for the following:

- a. Improve opportunities for expansion of industrial and/or commercial plants and facilities.
- b. Assist in the creation of long-term employment opportunities in the city.
- c. Benefit the long-term unemployed and members of low-income families to obtain and secure employment.
- d. Projects and programs that are compatible with and consistent with the city of Decatur's approved economic development strategies.
- e. Acquisition, development or improvement of land and buildings as a development facility or public service function, including design, engineering, alteration, expansion or rehabilitation of the same—including related machinery and equipment.
- f. Projects that provide or advance training, research and technical assistance leading to reducing unemployment and underemployment and overall workforce development.
- g. Establishment of business outreach centers, business clusters and business incubators.

PRESENTED AND ADOPTED THIS 3rd day of May 2021.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

Public Works

DATE: 4/22/2021

MEMO: 2021-51

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 3581 East Corman Street

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory at 3581 East Corman Street be approved.

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

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 3581 East Corman Street	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3581 EAST CORMAN STREET**

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 W. David Baldwin and Sylvia K. Baldwin, requesting that there be annexed to the City territory described as:

LOTS 1 AND 2 IN BLOCK 5 OF RADIO TOWER'S SUBDIVISION, AS PER PLAT
RECORDED IN BOOK 745 PAGE 244 OF THE RECORDS IN THE RECORDER'S OFFICE
OF MACON COUNTY, ILLINOIS.

PIN# 09-13-19-430-001 & 09-13-19-430-002

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 3rd day of May 2021.

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 represent as follows:

1. That he/she is an owner of record of all the property herein described.
2. That there are no electors who reside on the property herein described.
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 the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3581 East Corman Street, and legally described as follows:

LOTS 1 AND 2 IN BLOCK 5 OF RADIO TOWER'S SUBDIVISION, AS PER PLAT
RECORDED IN BOOK 745 PAGE 244 OF THE RECORDS IN THE RECORDER'S OFFICE
OF MACON COUNTY, ILLINOIS.

PIN # 09-13-19-430-001 & 09-13-19-430-002

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.

<u>SIGNATURE</u>	<u>PRINTED NAME</u>	<u>STREET ADDRESS, CITY, STATE</u>
<i>W. David Baldwin</i>	W. DAVID Baldwin	3560 E. Corman St. Decatur
<i>Sylvia K. Baldwin</i>	SYLVIA K. BALDWIN	3560 E. Corman St. Decatur, IL 62521

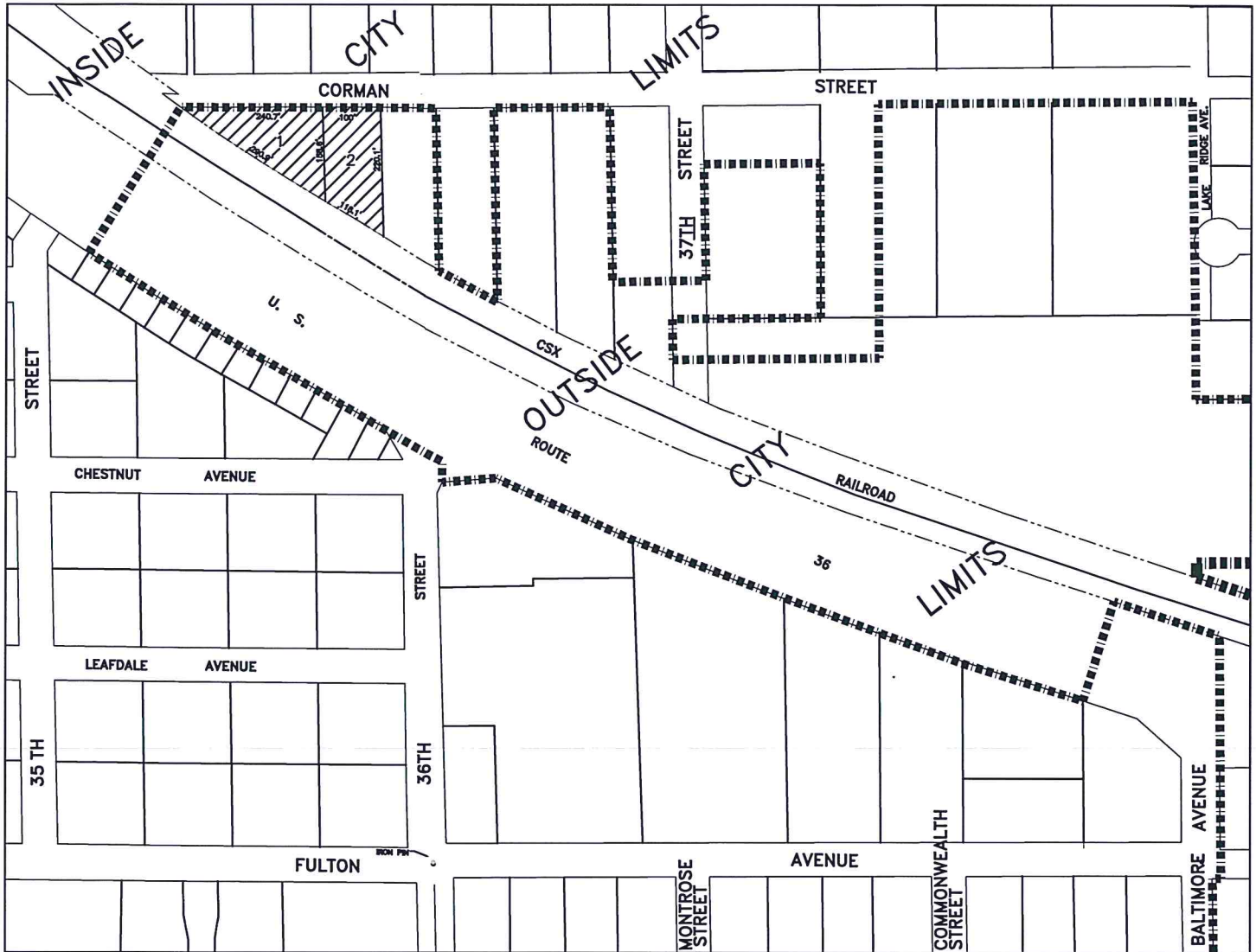
Signed and sworn to before me 12th day of April, 20 21

Tara R. Bachstein

Notary Public

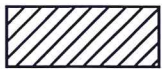
(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

3581 EAST CORMAN STREET



indicates territory annexed



indicates existing corporate limits

0.873± acres

AREA 0.0014± sq. miles

0 lin. ft. of public road

LONG CREEK 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

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.

City Clerk

DATE: 4/25/2021

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Kim Althoff, City Clerk

SUBJECT: Resolution Approving Reappointments - Heating, Air Conditioning and Refrigeration Commission

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the reappointments Clarence Pickering, Patrick Corrigan and Jeff Zerfowski to the Heating, Air Conditioning and Refrigeration Commission.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the reappointments by the Mayor of the following named as members of the board or commission set opposite their respective names, to serve a term expiring upon the date set opposite their respective names or until their respective successors are appointed and qualified:

Clarence Pickering	Heating, Air Conditioning and Refrigeration Commission	5/1/2024
Patrick Corrigan	Heating, Air Conditioning and Refrigeration Commission	5/1/2024
Jeff Zerfowski	Heating, Air Conditioning and Refrigeration Commission	5/1/2024

DATED this 3rd day of May, 2021.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2021-_____
RESOLUTION APPROVING REAPPOINTMENTS

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

Section 1. That consent of the Council be, and it is hereby, given to the reappointments by the Mayor of the persons aforesaid as by said Mayor requested, which said request be, and it is hereby, received, placed on file and approved.

PRESENTED AND ADOPTED this 3rd day of May, 2021.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Having received your consent, I hereby reappoint the named in the foregoing request by you approved as therein requested.

DATED this 3rd day of May, 2021.

Julie Moore Wolfe, Mayor

City Clerk

DATE: 4/28/2021

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Kim Althoff, City Clerk

SUBJECT: Resolution Approving Appointment - City Plan Commission

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the appointments of Andrew Taylor and Pat McDaniel to the City Plan Commission.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the appointments by the Mayor of the following named as members of the board or commission set opposite their respective names, to serve a term expiring upon the date set opposite their respective names or until their respective successors are appointed and qualified:

Pat McDaniel	City Plan Commission	4/30/2024
Andrew Taylor	City Plan Commission	4/30/2024

Dated this 3rd day of May, 2021.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2021-_____
RESOLUTION APPROVING APPOINTMENTS

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 3rd day of May, 2021.

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 3rd day of May, 2021.

Julie Moore Wolfe, Mayor

City Clerk

DATE: 4/22/2021

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Kim Althoff, City Clerk

SUBJECT: Resolution Approving Appointment - Zoning Board of Appeals

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the appointment of Tom Brinkoetter to the Zoning Board of Appeals.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the appointment by the Mayor of the following named as a member of the board or commission set opposite his respective name, to serve a term expiring upon the date set opposite his respective name or until his respective successor is appointed and qualified:

Tom Brinkoetter Zoning Board of Appeals 9/1/2021

DATED this 3rd day of May, 2021.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2021-_____
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 3rd day of May, 2021.

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 3rd day of May, 2021.

Julie Moore Wolfe, Mayor

SUBJECT: Filing of Minutes of Boards and Commissions

ATTACHMENTS:

Description	Type
Zoning Board of Appeals Minutes of January 14, 2021	Backup Material
City Plan Commission Minutes of March 4, 2021	Backup Material
Civil Service Commission Minutes of March 2, 201	Backup Material

**MINUTES OF THE MEETING
OF THE
DECATUR ZONING BOARD OF APPEALS**

Thursday, January 14, 2021 4:00 P.M.
Civic Center Theatre, Decatur Civic Center

I. Call to Order and Determination of a Quorum

The, January 14, 2021 meeting of the Decatur Zoning Board of Appeals was called to order at 4:00 P.M. by Chairman Julie Lamb who determined a quorum was present.

Members Present: Kim Aukamp, Chris Brodnicki,
Zane Peterson, Jeff Taylor, Julie Lamb

Zane Peterson, Jeff Taylor and Julie Lamb participated through electronic attendance pursuant to the Open Meetings Act, 5 ILCS 120/7(c)(2) and a determination made by Mayor Julie Moore Wolfe that in-person meeting of all members of the Zoning Board of Appeals is not practical or prudent because of the COVID-19 pandemic.

Members Absent: Leslie Risby

Staff Present: Greg Crowe, Joselyn Stewart, Amy Waks, Kylie Reynolds

II. Approval of Minutes: November 12, 2020

It was moved and seconded (Peterson/Taylor) to approve the minutes of the November 12, 2020 meeting of the Zoning Board of Appeals. Motion carried with Kim Aukamp abstaining.

III. New Business

Case No. 21-01 Petition of BENDSEN SIGNS & GRAPHICS, for a variance in the provisions of the Zoning Ordinance (Ordinance #3512 as amended, Sections XXV.B.2. and XXV.B.9.b.) to reduce the required setback line of an Electronic Message Unit from 100 feet to 75 feet from the boundary of a residentially zoned district or residential use to allow for the construction of a sign with an electronic message unit for the existing church at 3575 GREENHILL ROAD

Mrs. Joselyn Stewart was sworn in by Ms. Kylie Reynolds.

Mrs. Stewart discussed and presented slides of the site and surrounding properties (available for viewing upon request) along with staff's recommendation for approval of the petition based on the staff report distributed to the Zoning Board of Appeals prior to the meeting (staff report is on file and is available for reviewing by request).

Mr. Jason Tompkins, representative for the petitioner, was sworn in by Ms. Reynolds.

Mr. Tompkins indicated that the petitioner is wanting to update their sign with an Electronic Message Unit (EMU) sign and will use the existing brick monument structure. Pictures of the existing structure and proposed EMU were presented (available for viewing upon request).

There were no questions for staff or the representative.

It was moved and seconded (Peterson/Aukamp) to approve Case. No. 21-01 as recommended by staff.

Upon call of the roll, Commission members Kim Aukamp, Chris Brodnicki, Zane Peterson, Jeff Taylor and Chairman Julie Lamb voted aye. Chairman Lamb declared the motion carried.

IV. Appearance of Citizens

No citizen expressed comments.

V. Comments and Information from Commission Members

No Commission members expressed comments.

VI. Adjournment

There being no further business, it was moved and seconded (Brodnicki/Aukamp) to adjourn the meeting.

Upon call of the roll, Commission members Kim Aukamp, Chris Brodnicki, Zane Peterson, Jeff Taylor and Chairman Julie Lamb voted aye. Chairman Lamb declared the meeting adjourned at 4:09 P.M.

**MINUTES OF THE MEETING
OF THE
DECATUR CITY PLAN COMMISSION**

Thursday, March 4, 2021
Civic Center Theatre, Decatur Civic Center

I. Call to Order and Determination of a Quorum

The March 4, 2021 meeting of the Decatur City Plan Commission was called to order at 3:00 P.M. in the Civic Center Theatre, Second Floor of the Decatur Civic Center, by Acting Chairman Kent Newton who determined a quorum was present.

Members Present: Steve Kline, Kent Newton, Bill Clevenger,
Jason Drake, Bruce Frantz, Rick Johnson

Steve Kline, Bill Clevenger and Rick Johnson participated through electronic attendance pursuant to the Open Meetings Act, 5 ILCS 120/7(c)(2) and a determination made by Mayor Julie Moore Wolfe that in-person meeting of all members of the Plan Commission is not practical or prudent because of the COVID-19 pandemic.

Members Absent: Mike Peoples, Susie Peck

Staff Present: Greg Crowe, Joselyn Stewart, John Robinson, Janet Poland

II. Approval of Minutes of the February 4, 2021 City Plan Commission Meeting

It was moved and seconded (Johnson/Kline) to approve the minutes of the February 4, 2021 meeting of the Decatur City Plan Commission. Motion carried unanimously.

III. New Business

Case No. 21-01 Petition of DAN CANTRELL, to rezone the property located at 4075 North Greenswitch Road from R-1 Single Family Residence District to AG Agriculture District with a Conditional Use Permit to allow for a Horse Stable with a riding Arena

It was moved and seconded (Johnson/Frantz) to forward Case No. 21-01 to the City Council with a recommendation of approval as set forth in the staff report.

Mrs. Joselyn Stewart was sworn in by Mrs. Janet Poland.

Mrs. Stewart discussed and presented slides of the site and surrounding properties (available for viewing upon request) along with staff's recommendation for approval of the petition based on the staff report distributed to the Plan Commission prior to the meeting (staff report is on file and is available for reviewing by request).

Mr. Dan Cantrell, petitioner, was sworn in by Mrs. Poland.

Mr. Cantrell stated he has had a passion for horses the last twelve (12) to fourteen (14) years. He and his family have the horses only for personal use.

There were no questions and no objectors present.

Upon call of the roll, Commission members Rick Johnson, Steve Kline, Kent Newton, Bill Clevenger, Jason Drake and Bruce Frantz voted aye. Motion carried.

IV. Appearance of Citizens

No citizen expressed comments.

V. Comments and Information from Commission Members

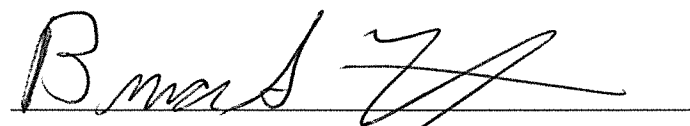
Mr. Greg Crowe stated the Plan Commission is down three (3) members and staff is working on getting them filled. Staff has reached out to the Community Foundation, the Economic and Development Corporation and is open for any suggestions or comments members might have.

VI. Adjournment

There being no further business, it was moved and seconded (Frantz/Johnson) to adjourn the meeting.

Upon call of the roll, Commission members Rick Johnson, Steve Kline, Kent Newton, Bill Clevenger, Jason Drake and Bruce Frantz voted aye. Motion carried.

Acting Chairman Newton declared the meeting adjourned at 3:07 P.M.

A handwritten signature in black ink, appearing to read "Bruce Frantz", written over a horizontal line.

Bruce Frantz, Secretary, Decatur City Plan Commission

CIVIL SERVICE COMMISSION
OPEN SESSION
MINUTES
March 2, 2021

Pursuant to notice the Civil Service Commission of the City of Decatur met in regular session at 11:30 a.m.

PRESENT: VICE CHAIR Sheri Hagen
COMMISSIONER Greg Spain
COMMISSIONER Todd Ray
ACTING SECRETARY Penny Rogers
ADMINISTRATIVE SECRETARY Sherry Beasley
ABSENT: CHAIR Tony Wilkins and COMMISSIONER Sarah Creek

Call to Order

Acting Chair Hagen called the meeting to order at 11:33 a.m.

Roll Call

3 out of 5 Commissioners were present at the time of roll call. Acting Chair Hagen declared a quorum does exist to conduct and approve business.

Acting Chair Hagen called for Appearance of Citizens:

There was none.

The Minutes of the February 2, 2021 regular meeting were presented. Commissioner Spain moved that the February 2, 2021 regular meeting minutes be approved, seconded by Commissioner Ray and upon call of the roll, Commissioners Ray, Spain and Hagen voted aye. Acting Secretary Rogers declared the motion carried.

Commissioner Ray moved to recess to Closed Session for the purpose of discussing personnel actions, seconded by Commissioner Spain, and upon call of the roll, Commissioners Spain, Ray, and Hagen voted aye. Acting Secretary Rogers declared the motion carried.

Commissioner Spain moved to return to Open Session, seconded by Commissioner Ray, and upon call of the roll, Commissioners Ray, Spain and Hagen voted aye. Acting Secretary Rogers declared the motion carried.

Acting Chair Hagen called for Unfinished Business:

- A. Authorization Request to Approve Final Scores and Eligible Register for Library Clerk I (Half-Time), Commissioner Ray moved the Authorization Request be

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received, place on file and approved, seconded by commissioner Spain, and upon call of the roll, Commissioners Spain, Ray and Hagen voted aye. Acting Secretary Rogers declared the motion carried.

- B. Authorization Request to Approve Final Scores and Eligible Register Maintenance Mechanic I, Commissioner Ray moved the Authorization Request be received, place on file and approved, seconded by commissioner Spain, and upon call of the roll, Commissioners Spain, Ray and Hagen voted aye. Acting Secretary Rogers declared the motion carried.
- C. Authorization Request to Approve Final Scores and Eligible Register for Police Patrol Officer, Commissioner Spain moved the Authorization Request be received, place on file and approved, seconded by commissioner Ray, and upon call of the roll, Commissioners Ray, Spain and Hagen voted aye. Acting Secretary Rogers declared the motion carried.
- D. Authorization Request to Approve Final Scores and Promotional Register for Fire Lieutenant, Commissioner Ray moved the Authorization Request be received, place on file and approved, seconded by commissioner Spain, and upon call of the roll, Commissioners Spain, Ray and Hagen voted aye. Acting Secretary Rogers declared the motion carried.
- E. Authorization Request to Approve Final Scores and Promotional Register for Library Clerk II (Full-Time), Commissioner Ray moved the Authorization Request be received, place on file and approved, with the necessary correction on the register "Library Clerk II Full-Time (Promotional)," seconded by commissioner Spain, and upon call of the roll, Commissioners Spain, Ray and Hagen voted aye. Acting Secretary Rogers declared the motion carried.

Acting Chair Hagen called for New Business:

- A. Authorization Request to Approve Job Announcement and Establish Promotional Register for Fire Captain, Commissioner Spain moved the Authorization Request be received, place on file and approved, seconded by Commissioner Ray, and upon call of the roll, Commissioners Ray, Spain and Hagen voted aye. Acting Secretary Rogers declared the motion carried.

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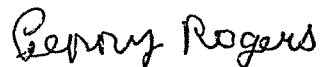
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- B. Authorization Request to Approve Job Announcement and Establish Promotional Register for Library Clerk II (Full-Time), Commissioner Spain moved the Authorization Request be received, place on file and approved, seconded by Commissioner Ray, and upon call of the roll, Commissioners Hagen, Spain and Ray voted aye. Acting Secretary Rogers declared the motion carried.
- C. Authorization Request to Approve Job Announcement and Establish Eligible Register for Water Service Technician I, Commissioner Spain moved the Authorization Request be received, place on file and approved, seconded by Commissioner Ray, and upon call of the roll, Commissioners Ray, Spain and Hagen voted aye. Acting Secretary Rogers declared the motion carried.
- D. Receiving and Filing of Personnel Actions
Commissioner Ray moved that the appointment, suspension, oral and written reprimand, civil service status, request for leave, resignation, and probationary resignation be received, placed on file, and approved, seconded by Commissioner Spain, and upon call of the roll, Commissioners Ray, Spain and Hagen voted aye. Acting Secretary Rogers declared the motion carried.

Acting Chair Hagen called for Other Business:

There being no other business, Commissioner Spain moved to adjourn the meeting, seconded by Commissioner Ray, and upon call of the roll, Commissioners Spain, Ray, and Hagen voted aye. Acting Secretary Rogers declared the meeting adjourned at 11:55 a.m.

Respectfully Submitted,



Penny Rogers
Acting Secretary