Monday, April 19, 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. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

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

III. Approval of Minutes

Approval of Minutes of April 5, 2021 City Council Meeting

IV. Unfinished Business

V. New Business

1. Proclamations and Recognitions
2. Treasurer's Financial Report
3. 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
4. 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
5. 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

6. 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
7. Resolution Accepting the Sourcewell Bid from Coe Equipment Co. for the Purchase of a Vactor Vacuum Excavator
8. 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
9. 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
10. 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
11. Resolution Accepting Bid from Bodine Communications for Underground Fiber Optic Installation throughout the City of Decatur
12. 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
13. 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
14. Resolution Authorizing Approval to Renew Annual License and Support Agreement from Tyler Technologies, Inc. for MUNIS Enterprise Financial Software System Suite
15. 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
16. 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 2353 West Ash Avenue
    B. Ordinance Annexing Territory 4159 Doneta Avenue
    C. Ordinance Annexing Territory 3435 Ferris Drive
    D. Ordinance Annexing Territory 1732 Heritage Drive
    E. Ordinance Annexing Territory 4230 Needle Road
    F. Ordinance Annexing Territory 4340 Needle Road
    G. Ordinance Annexing Territory 2111 Solar Avenue
    H. Ordinance Annexing Territory 2181 Solar Avenue
    I. Ordinance Annexing Territory 1517 North Sunnyside Road
    J. Ordinance Annexing Territory 2296 North Sunnyside Road
    K. Resolution Authorizing Real Estate Purchase Agreement 680 South Martin Luther King Jr. Drive City of Decatur, Illinois

VI. Other Business

VII. Adjournment

Council Information - Lake Decatur Watershed Protection Program - 1st Quarter 2021 Report
Monthly Reports, March 2021

SUBJECT: Approval of Minutes of April 5, 2021 City Council Meeting

ATTACHMENTS:

Description	Type
Approval of Minutes of April 5, 2021 City Council Meeting	Backup Material

CITY COUNCIL MINUTES
Monday, April 5, 2021

On Monday, April 5, 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 Rodney Walker, Bill Faber, Lisa Gregory, David Horn, Chuck Kuhle, and Pat McDaniel. 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: Marc Girdler, Shemuel Sanders, John Phillips, and Rod Wilson.

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

The minutes of the March 15, 2021 City Council meeting were presented. Councilman McDaniel moved the minutes be approved as written; seconded by Councilwoman Gregory and on call of the roll, Council members Rodney Walker, Lisa Gregory, David Horn, Chuck Kuhle, Pat McDaniel and Mayor Moore Wolfe voted aye. Councilman Faber abstained from the vote. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe called for New Business.

2021-17 Ordinance Amending City Code - Chapter 7 - Officers and Employees Generally, was presented. Councilman McDaniel moved the Ordinance do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave an overview of the proposed Ordinance.

Council held a discussion on the authority of the City Manager to change and update job titles.

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

R2021-45 Resolution Authorizing Legal Proceedings for Condemnation of Parcel 57a, Located at 3941 East Faries Parkway, for the Brush College Road over Faries Parkway Grade

Separation Project, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave an overview of the following five proposed Resolutions as they related to the same project.

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

R2021-46 Resolution Authorizing Legal Proceedings for Condemnation of Parcel 57b, Located at 4147 East Faries Parkway and 4000 East Logan Street, for the Brush College Road over Faries Parkway Grade Separation Project, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

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

R2021-47 Resolution Requesting Quick Take Authority to Acquire Parcel 57a, Located at 3941 East Faries Parkway, for the Brush College Road over Faries Parkway Grade Separation Project, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

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

R2021-48 Resolution Requesting Quick Take Authority to Acquire Parcel 57b, Located at 4147 East Faries Parkway and 4000 East Logan Street, for the Brush College Road over Faries Parkway Grade Separation Project, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

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

R2021-49 Resolution Requesting Quick Take Authority to Acquire 1880 North Brush College Road for the Brush College Road over Faries Parkway Grade Separation Project, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

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

R2021-50 Resolution Concurring with the Illinois Department of Transportation in the Award of a Contract to Improve the Center Street Bridge over Stevens Creek, Structure Number: 058-3061 Section Number 19-00904-00-BR City Project 2019-04, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave an overview of the proposed Resolution.

Public Works Director Matt Newell answered questions from Council regarding the cost of the project.

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

R2021-51 Resolution Accepting the Bid Price of Bob Ridings, Inc. for the Purchase of One (1) 2022 Ford F-250 Pickup Truck with a Lift Gate and Snow Plow, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

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

R2021-52 Resolution Authorizing a Support Services Agreement with Concentric Integration, LLC for South Water Treatment Plant SCADA System, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave an overview of the proposed Resolution.

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

R2021-53 Resolution Authorizing Subrecipient Agreement Extension for Adult Education Training Program Project READ, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave an overview of the proposed Resolution.

Neighborhood Services Manager Richelle Irons provided background information on the allocation of CDBG funds.

Ms. Alida Graham, Old Kings Orchard Community Center, gave a brief overview of the Project READ program.

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

R2021-54 Resolution Authorizing Subrecipient Agreement Extension for Adult Education Training Program Old Kings Orchard Community Center (OKOCC) , was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave an overview of the proposed Resolution.

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

R2021-55 Resolution Authorizing Action Regarding Unsafe Structures, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave an overview of the proposed Resolution.

Economic and Community Development Director Cordaryl "Pat" Patrick explained the demolition process and provided a status update on certain houses on the demolition list.

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

R2021-56 Resolution Authorizing the Execution of an Agreement with Premier Demolition for the Demolition of Vacant Commercial Apartment Building at 704 West Wood Street, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave an overview of the proposed Resolution.

Economic and Community Development Director Cordaryl "Pat" Patrick explained the bidding process for 704 West Wood Street and 722 Wood Street.

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

R2021-57 Resolution Authorizing the Execution of an Agreement with Parkland Environmental Group, Inc. for the Demolition of Vacant Commercial Apartment Building at 722 West Wood Street, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave an overview of the proposed Resolution.

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

R2021-58 Resolution Authorizing Extension of Weed Removal Contract Azuish Enterprise LLC, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave an overview of the following four proposed Resolutions as they related to the extension of mowing contracts and answered questions from Council regarding alternative methods of performing weed removal.

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

R2021-59 Resolution Authorizing Extension of Weed Removal Contract Brad Franzen, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

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

R2021-60 Resolution Authorizing Extension of Weed Removal Contract Jandi Services, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

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

R2021-61 Resolution Authorizing Extension of Weed Removal Contract Phillip Turner, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

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

R2021-62 Resolution Approving Five-Year Licensing and Support with Presidio Networked Solutions Group for the City Phone System, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

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

R2021-63 Resolution Authorizing the Execution of a Grant Agreement Amendment with the Federal Transit Administration for Remaining Cares Act Funds Award, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave an overview of the proposed Resolution.

Deputy City Manager Jon Kindseth answered questions from Council concerning low ridership on the trolleys.

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

R2021-64 Resolution Authorizing Execution of Purchase Order Between City of Decatur And Gillig, LLC, Authorizing the Purchase Of (2) Low-Floor Hybrid Trolleys in An Amount Not to Exceed $785,000 Per Trolley, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave an overview of the proposed Resolution.

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

Receiving and Filing of Minutes of Boards and Commissions, was presented. Councilman McDaniel moved the motion do pass, seconded by Councilwoman Gregory.

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

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

Councilman Faber exited the Civic Center Theater at 7:14 pm.

Mayor Moore Wolfe urged citizens to vote in the Consolidated Election on April 6, 2021.

Councilman Faber returned at 7:18 pm.

With no Other Business, Mayor Moore Wolfe called for Recess to Closed Executive Session at 7:19 pm under Open Meetings Act Section 2(c)(5) for the purpose of discussing the purchase or lease of real property for the use of the public body.

Councilman McDaniel moved to Recess to Closed Executive session, seconded by Councilwoman Lisa Gregory.

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

Council returned to the regular City Council meeting at 7:53 pm following Closed Executive Session. Councilman McDaniel moved the regular meeting be adjourned; seconded by Councilwoman Gregory. All were in favor by voicing no objections.

Mayor Julie Moore Wolfe declared the regular Council meeting adjourned at 7:53 pm.

Approved _____
Kim Althoff
City Clerk

SUBJECT: Treasurer's Financial Report

ATTACHMENTS:

Description	Type
Financial Commentary	Cover Memo
Financial report	Cover Memo

CITY OF DECATUR ILLINOIS

ONE GARY K. ANDERSON PLAZA DECATUR, ILLINOIS 62523

Treasurers Financial Report
March 2021

The Year in Play

The year 2020 was a difficult and challenging year for the City entity. The pandemic experience challenged the City entity operationally and financially. The pandemic affected and challenged the City in the broader perspective of the pandemic impact on citizens, businesses operating in the City, taxpayers, and stakeholders of the City.

The pandemic impact on the economy negatively impacted revenue for the City. Expenditure containment counter measures were enacted to offset the negative revenue impact. City ability to enact the counter measure expense containment to the revenue shortfall, resulted in a significant mitigation to the pandemic negative effect to the City Treasury. The negative revenue effect of $3.3 million was reduced to a negative City Treasury impact of $0.7 million due to the mitigation measures enacted by the City.

As the City begins 2021, the City is presented with challenges and unknowns that will have impact on City finances and operations.

- COVID-19 Pandemic development,
- Eventual speed of the economic re-opening,
- Economic development success in the City and region,
- Manufacturing employment in the local economy,
- Development of state and local sales tax revenues to the City,
- Development of state use tax revenues to the City from “internet” purchase transactions,
- Development of locally imposed tax revenues including utility, food & beverage, hotel use, local MFT,
- State Legislative decisions impacting LGDF revenue distribution to the city,
- State Legislative budget matters and impact to the city

The development of these challenges and unknowns will have significant impact on the financial position, financial condition development and progress of the City of Decatur.

The fiscal year 2021 budget was approved by the Decatur City Council on December 7, 2020 with adoption of Council Ordinance 2020-164. The adopted budget for all funds and activities of the City includes Revenue of $210.4 million and Expense of $230.0 million, representing an in-period cash basis deficit of $19.5 million.

The General Fund budget, as a part of the adopted City budget, includes General Fund Revenue of $70.3 million and Expense of $71.2 million, representing an in-period deficit of $0.9 million.

The non-general fund deficit of $18.6 million is the result of the year-on-year timing of revenue received versus expenditures for projects including water utility, sewer and storm sewer fund projects, state motor fuel tax and local motor fuel tax projects, as well as other capital and infrastructure project initiatives of the City. The non-general fund deficit is funded by existing cash position reserves of the City Treasury and presents no adverse financial position to the City Treasury.

City Financial Position

The City of Decatur ended March 2021 with a total cash position of $60.5 million (excluding trust and agency funds earmarked for Police and Fire pensions) versus the cash position of $54.9 as of the end of February.

The City General Fund ended March 2021 with a cash position of $12.4 million versus the February cash position of $8.8 million. The General Fund is the primary operating fund of the City which provides the cash to pay for the basic services to citizens and stakeholders, including public safety protection, public works services, code enforcement, economic and community development services as well as general government service.

The General Fund cash reserve position on March 31 of $12.4 million represents 63 days of budgeted fiscal year 2021 expense coverage in the City General Fund. The council approved cash reserve policy is a 60-day cash reserve or $11-12 million.

City cash on March 31 excluding the General Fund cash position is $46.1 million, contained in Special Revenue funds ($4.2 million), TIF Redevelopment funds ($2.2 million), Capital funds ($5.9 million), Debt Service fund ($0.2 million), Internal Service funds ($5.4 million) and Enterprise funds ($28.2 million), earmarked for specific purpose and not expendable to finance the cost of basic services provided to citizens and stakeholders.

Fund Type	Mar 2021	Feb 2021	Comment
Special Revenue	4.9	4.2	Library, State MFT, Local MFT, Federal programs, etc
TIF Redevelopment	2.2	2.2	Debt service and redevelopment agreement obligations
Capital	5.5	5.9	Capital funding available
Debt	0.2	0.2	Debt service obligations
Internal Service	5.2	5.4	Risk insurance, EE healthcare benefits, Fleet maintenance
Enterprise	30.0	28.2	Utilities - Water, Sewer, Storm Water, Lake Dredging, Transit
Non-General Fund	48.1	46.1	
General Fund	12.4	8.8	Basic services to citizens and stakeholders
Total City Cash	60.4	54.9	

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

Changes of note in the period:

- Special Revenue funds increase ($0.7 million). State and Local MFT funds increase ($0.5 million), Library Fund decrease ($0.3 million), Grant Fund increase ($0.5 million).
- **State MFT Fund is in a negative cash position ($0.5 million) awaiting Brush College Transportation project grant funding receipts on the order of $3+ million. This matter needs attention by Public Works to secure reimbursement from State IDOT.**
- Capital funds decrease ($0.4 million) due in period payments to contractor for the construction of fire station 3.
- Enterprise funds increased $1.8 million. Water funds increased ($1.3 million) due in period positive cash flow from operations of $1.4 million, offset by in period Capex expense of $0.1 million; Transit increased $0.9 million; Sewer fund decrease $0.4 million, with expenditures exceeding in period revenue.

General Fund Position

Cash

The City General fund cash position ended March at $12.4 million, an increase from the February cash position of $8.8 million. The current cash balance represents a cash reserve position of 63 days (was 44 days).

General Fund Result

City General Fund position of revenue received versus expense incurred to date is as follows for the period ending March 2021.

$ (000)	**Budget (4)**	**Year to Date (1)**	**Budget Target (2)**	**% vs Target (3)**
Revenue	70,300	17,670	14,862	18.9%
Expense	71,200	12,873	13,597	(5.3)%
Surplus(deficit)	(900)	4,797	1,265	

Chart notes
1 – actual year to date general fund revenue and expense
2 – budget year to date general fund revenue and expense
3 – year to date percentage comparison of actual to budget
4 – annual budget, with Council Adoption on December 7, 2020

General Fund Revenue

Revenue to date through March is $17.7 million versus budget to date revenue of $14.9 million, above budget by $2.8 million or 18.9%.

Year to date position of revenue vs. budget

$ (000)	**Actual**	**Budget**	**vs Budget**	**% vs Budget**
Local taxes				
Cable TV tax	364	236	128	54%
Food & beverage	748	782	(34)	(4)%
Hotel use tax	131	142	(11)	(8)%
Mobile home privilege tax	15	-	15	-
Property tax	159	-	159	-
Telephone utility tax	788	371	417	++
Utility tax – electric & natural gas	1,352	1,271	81	6%
Total local tax	**3,557**	**2,802**	**755**	**27%**
State remitted taxes				
Auto rental tax	8	10	(2)	(20)%
State cannabis tax	22	21	1	5%
Local sales tax	2,573	2,656	(83)	(3)%
Aviation fuel tax	1	-	1	-
State local use tax	1,075	862	213	25%
State income tax	2,248	1,948	246	17%
State replacement tax	260	176	84	48%
State sales tax	2,899	3,017	(118)	(4)%
Video gaming tax	171	330	(159)	(48)%
Total state remitted tax	**9,257**	**9,020**	**237**	**3%**

Other revenue				
Road & bridge tax	4	-	4	-
Charge for service (internal city)	2,052	2,110	(58)	(3)%
Third party revenue	297	270	27	10%
Grants	33	59	(26)	(44)%
Fees for service	2,467	589	1,878	++
Interest income	3	12	(9)	(75)%
Other revenue	**4,856**	**3,040**	**1,816**	**60%**
General fund revenue	**17,670**	**14,862**	**2,808**	**19%**

Revenue numbers may not add due to rounding

Revenue Comments (of significant revenue matters)

- Cable TV tax favorable due to $116k Azavar Audit past tax due revenue receipt, otherwise, Cable TV tax is on par with budget expectation
- Food & Beverage to date tracking 4% below the to date expectation
- Hotel Use Tax to date tracking 8% below the to date expectation
- Mobile Home and Property Tax revenue to date is carryover from 2020 revenue not distributed by Macon County Treasurer until January 2021. Was expected to be received in 2020. Revenue is non budgeted revenue in 2021
- Telephone Utility Tax revenue received from State to date is an over distribution of tax revenue due to the City. Over distribution has been confirmed by IL DOR. Undetermined amount, but likely in the range of $475k
- Utility Tax (gas & electric) tracking above budget to date. Ameren failed to distribute tax due to City in February due to short month with February distribution received in March
- Local sales tax continues to track below our expectation. March revenue was above our budget expectation with the March distribution being the December sales tax transactions. The March tax receipt is good news, but we remain with concern as to date sales tax revenues are below our expectation.
- State Use tax continues to overperform. Good news for us. Internet on-line shopping.
- State Income tax to date above our expectation
- State Replacement tax to date above our expectation
- State sales tax continues to track below our expectation. March revenue was above our budget expectation with the March distribution being the December sales tax transactions. The March tax receipt is good news, but we remain with concern as to date sales tax revenues are below our expectation.
- Video Gaming tax. Video gaming was shut down with reopening occurring in February 2021. Expectation for video gaming revenues to rebound with gaming now reopened.
- Fees for Service. City received CURES Grant reimbursement funding of public safety expense in 2020 in amount of $1.7 million

Summation

Year to Date revenue in-excess of budget	2,808
Extraordinary items	
• Cable TV tax Azavar recovery……116	
• 2020 Property tax received in 2021……174	
• Telephone tax over distribution……475	
• CURES public safety funding……1,702	
Total	2,467
Operational to date revenue overage	341

Reasons:

- State income tax to date 300
- Use tax (internet transactions) 213
- State replacement tax 84
- Sales tax (state and local) (201)
- Video gaming tax (159)
- Utility tax 81
- Other 23

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

Key General Fund revenues supporting General Fund expenses are presented in the chart below depicting the full year budget, year to date revenue received, with comparison to the full year budget and prior year revenue receipt. With three months into the twelve-month cycle, the year-to-date benchmark is 25% of the full year budget revenue.

$ (000)	**2021 Budget**	**2021 YTD**	**YTD % of Year Budget**	**2020 YTD**	**% Change yr vs yr**
State Sales Tax	11,519	2,898	25%	3,012	(4)%
Local Sales Tax	10,237	2,573	25%	2,644	(3)%
State Income Tax	8,203	2,248	27%	1,948	15%
Utility Tax (Gas & Elec)	4,376	1,352	31%	1,270	6%
Food & Beverage Tax	3,150	748	24%	787	(5)%
State Local Use Tax	3,350	1,075	32%	788	36%
Video Gaming Tax	1,320		6%	404	--
Telephone Tax	1,304	788	60%	391	++
State Replacement Tax	901	260	29%	213	22%
Hotel Use Tax	650	131	20%	173	(24)%
Cable TV Tax	953	364	38%	246	48%

General Fund Expense Comments

On a year-to-date basis, general fund spending of $12.873 million is below budget by $0.724 million or 5%.

Year to date position of expense vs. budget

$ (000)	**Actual**	**Budget**	**vs Budget**	**% vs Budget)**
General government	1,816	1,739	77	4%
Development services	587	697	(110)	(16)%
Public safety	8,440	8,744	(304)	(3)%
Public works	2,030	2,417	(387)	(16)%
General fund expense	**12,873**	**13,597**	**(724)**	**(5)%**

Expense numbers may not add due to rounding

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

Federal HOME Fund	$0.1 million	Earmarked for federally approved programs
Federal CDBG Fund	$0.0 million	Earmarked for federally approved programs
State Drug Enforcement	$0.2 million	Earmarked for police programs as available
Federal Drug Enforcement	$0.3 million	Earmarked for police programs as available
Building Fund	$0.3 million	Earmarked for R&M and capital of Library facility
Public Library Fund	$0.8 million	Operational fund of Library In line with expectation
Library Capital Fund	$0.3 million	Earmarked for CapEx requirements and cash reserves
Library Trust Fund	$0.2 million	Donations received in trust for specific purpose as defined by the donors and unavailable for other use
Local Roads and Streets	$1.1 million	Earmarked for street repair and maintenance
State Motor Fuel Tax	$0.5 million	Earmarked for street repair and maintenance. Negative cash result of Brush College initiative property acquisition awaiting project grant funding receipts
Community Revitalization	$1.5 million	Earmarked for revitalization initiatives.
2018 Project Fund	$5.0 million	2018 GO bond proceeds available for construction of new fire stations 3, 5 and 7
Capital Project Fund	$0.1 million	Minimal funding available
Equipment Replacement	$0.3 million	Earmarked for police, fire and public works capital requirements including vehicle equipment replacement
Debt Fund	$0.2 million	Earmarked for debt payments on current debt issues
Fleet Maintenance	$0.2 million	Earmarked for repair and maintenance of city vehicle fleet
Risk Management Fund	$2.6 million	Cash reserves for ongoing business insurance costs including liability, property, worker's compensation. City reserve desired is $2.5 million necessary to sustain and protect the city
Employee Insurance Fund	$2.3 million	Coverage for healthcare and other EE benefit expense. Cash reserve desired is $2.25 million necessary to sustain and protect the city
Public Transit Operations	$0.2 million	Earmarked for operational and capital funding of the transit system. Federal operating grant funds outstanding, state IDOT operating grant funds outstanding. **Transit funding is an issue**
Fiber Optics Fund	$0.1 million	Earmarked for city investment in the next phase of fiber optic network.
Storm Water Fund	$2.9 million	Balance and ongoing cash flow is sufficient to fund currently defined storm water projects
Sewer Fund	$9.5 million	Balance available and revenue flow will fund currently defined sewer projects – Council ordinance 2016-91 adopted 12/05/2016 provides the price increase required to fund sewer projects in compliance with US EPA requirements
Water Utility Funds	$16.9 million	Cash balance of $16.9 million, includes $12.5 million sequestered in the debt reserve fund, representing the next 12 months' debt service payments. Inter fund loan of $1.382 million to city capital project fund to pay for the Johnson Controls energy savings initiative remains outstanding and due the water funds. This receivable is not included in the water fund cash position of $16.9 million. The current cash position allows funding of capital expense securing water main infrastructure replacement and other necessary capital expenditure envisioned in the short-term period. The Water Utility Fund continues to operate in accordance with

		the price increase model expectations
Water Bond Construction	$0.2 million	Project completed and un-spent funds remaining. Will be transferred to debt service obligation in accordance with bond covenants

Trust & Agency Fund balance of $176.5 million is sequestered in the Police and Fire Pension Funds and are not available for expenditure on other city operations.

Investments

City investments include $13.5 million in US Treasury Bonds. The investment schedule on page 9 of the Treasurer's financial report provides the details of the investments. The investments are comprised of $2.8 million fire station initiative bond proceeds and $10.7 million of pooled cash.

The bond proceeds and pooled cash are invested in treasury bonds and are scheduled to mature over the next months - 2 years.

The interest earnings from the investments to date have earned the city $1.0 million. Additional interest income will accrue to the city over the period to investment maturity in an amount approximating $0.2+ million.

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

Debt

Debt outstanding is $170 million and includes all outstanding bond debt, notes and loan payable and capital leases. All debt principal and interest payments are covered within the 2021 fiscal year operating plan and budget and are secured within the current cash flow operations of the City.

Revenue Tracking

City-wide Revenue received to date in the fiscal month ending March 2021 of $44.9 million is 21% of the annual revenue budget of $210.4 million.

Of note, the property tax revenues received by the City according to the 2019 Tax Levy in effect, provide the cash resources to fund City contributions to the Police and Firemen's Pension Fund, fund City contributions to the operation of the Decatur Public Library, provide City funding for a portion of the General Obligation Bond debt payments, and provide funding for the City contribution to the Decatur Municipal Band.

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

Property Tax in 2021

The 2020 property tax levy, approved by the Decatur City Council in December 2020 with Council Ordinance 2020-166, for a tax levy amount of $14,462,508, has not yet been certified by the State of Illinois.

Equalized assessed value ("EAV") for the 2020 EAV period, with property tax payable in 2021, is estimated to be $849,000,000.

The City property tax rate for 2020 EAV with tax payable in 2021 is projected to be 1.70348% versus the prior year tax rate of $1.70346%.

The City property tax levy / tax rate is projected to be 16% of the total property tax levy / tax rate for City property owners.

Expenditure Tracking

City-wide expenditures to date thru March of $48.3 million is 21% of the full year budget of $230.0 million.

Water Utility

The financial performance of the City Water Utility is illustrated on pages 22-23. The report, which mimics normal reporting of a business enterprise, depicts actual profit and loss statement performance versus budget and prior year on both a monthly and year-to-date basis. In addition, certain key balance sheet items are reported as well as CapEx project spending.

Water Utility performance achieved through March is an operating margin before debt service of $4.2 million on revenues of $7.5 million. Debt principal and interest payments on GO bonds and other debt instruments in 2021 of $7.6 million were transacted during the period to date.

Operating income achieved through March is a loss position of $3.3 million, on par with the budget, and on par with the prior year.

Concerns are present in the recent year(s) performance of the water utility. Revenues remain flat with operating expense and debt service expense increasing.

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

Headcount Staffing

Current full-time staffing level is 431 FTE's versus budget of 451 FTE's.

Gregg D. Zientara
City Treasurer & Director of Finance
April 13, 2021

Fiscal Year 2021

Fiscal Period Ending March 2021

City of Decatur

Treasurer's Financial Report

Report Distribution:

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

Prepared By:

Office of the City Treasurer

City of Decatur **Month of: March 2021**

Treasurer's Cash Report

Fund	Fund Name	Opening Cash & Investments	Receipts	Disbursements	Balance Sheet Accts Activity	Investment Transfers	Ending Cash Balance	Investments	Total Cash & Investments	Interfund Loans (Borrowing)
	General Fund									
10	GENERAL FUND	8,764,962.31	7,650,306.07	4,004,719.77	13,391.51		12,423,940.12		12,423,940.12	0.00
	Special Revenue Funds									
17	HOME FUND	83,666.25	46,317.16	45,257.02	0.00		84,726.39		84,726.39	
18	CDBG FUND	54,686.07	117,111.34	161,756.56	0.00		10,040.85		10,040.85	
22	DUATS FUND	51,307.53	126,960.32	121,425.68	0.00		56,842.17		56,842.17	
25	STATE DRUG ENFORCEMENT	277,014.33	185.79	6,207.59	(24,995.00)		245,997.53		245,997.53	
26	DUI FINES AND FEES FUND	481,578.98	6,964.87	12,177.56	0.00		476,366.29		476,366.29	
27	POLICE LAB & PROGRAMS	189,521.16	52.78	0.00	0.00		189,573.94		189,573.94	
30	FEDERAL DRUG ENFORCEMENT	274,999.11	0.00	0.00	0.00		274,999.11		274,999.11	
34	BUILDING FUND	246,981.70	47,969.04	30,719.93	0.00		264,230.81		264,230.81	
35	LIBRARY FUND	1,098,707.09	72,357.25	337,087.82	0.00		833,976.52		833,976.52	
36	MUNICIPAL BAND FUND	100,789.81	1,075.47	223.00	0.00		101,642.28		101,642.28	
37	FOREIGN FIRE INSURANCE FUND	158,615.57	1.39	7,899.08	0.00		150,717.88		150,717.88	
42	LOCAL STREETS & ROADS	1,231,170.25	137,669.17	308,603.15	0.00		1,060,236.27		1,060,236.27	
46	MOTOR FUEL TAX FUND	(1,248,259.82)	1,044,481.45	327,922.90	0.00		(531,701.27)		(531,701.27)	
58	LIBRARY CAPITAL	332,994.89	92.11	0.00	0.00		333,087.00		333,087.00	
59	LIBRARY TRUST FUNDS	161,597.05	530.00	2,977.66	0.00		159,149.39		159,149.39	
82	DCDF FUND	144,613.61	1,467.83	312.30	0.00		145,769.14		145,769.14	
84	COMMUNITY REVITALIZATION	1,547,939.63	446.06	20,413.00	0.00		1,527,972.69		1,527,972.69	
85	GRANT FUND	(958,066.45)	2,183,693.56	1,708,438.38	0.00		(482,811.27)		(482,811.27)	
	Total Special Revenue Funds	4,229,856.76	3,787,375.59	3,091,421.63	(24,995.00)	0.00	4,900,815.72	0.00	4,900,815.72	0.00
	TIF & Redevelopment Funds									
19	OLDE TOWNE TIF FUND	147,360.11	87.33	0.00	0.00		147,447.44		147,447.44	
20	SE PLAZA TIF FUND	27,226.88	5.26	0.00	0.00		27,232.14		27,232.14	
21	WABASH CROSSING TIF	1,349,330.05	316.13	0.00	0.00		1,349,646.18		1,349,646.18	
23	EASTGATE TIF FUND	296,574.81	17,568.36	0.00	0.00		314,143.17		314,143.17	
24	SOUTHSIDE TIF FUND	102,734.50	28.14	0.00	0.00		102,762.64		102,762.64	
28	PINES SHOPPING CENTER TIF	106,124.39	2,857.87	0.00	0.00		108,982.26		108,982.26	
29	GRAND & OAKLAND TIF	172,986.80	5,461.02	0.00	0.00		178,447.82		178,447.82	
	Total TIF & Redevelpmnt Funds	2,202,337.54	26,324.11	0.00	0.00	0.00	2,228,661.65	0.00	2,228,661.65	0.00
	Capital Funds									
40	PEG CAPITAL FUND	108,900.68	28.08	2,545.00	0.00		106,383.76		106,383.76	
44	2018 PROJECT FUND	5,390,508.10	(571.38)	422,280.00	0.00		2,191,455.52	2,776,201.20	4,967,656.72	
45	CAPITAL PROJECT FUND	75,761.30	19.57	5,000.00	0.00		70,780.87		70,780.87	(1,381,816.00)
61	EQUIPMENT REPLACEMENT	330,296.76	180.43	3,629.08	0.00		326,848.11		326,848.11	
	Total Capital Funds	5,905,466.84	(343.30)	433,454.08	0.00	0.00	2,695,468.26	2,776,201.20	5,471,669.46	(1,381,816.00)

City of Decatur **Month of: March 2021**

Treasurer's Cash Report

Fund	Fund Name	Opening Cash & Investments	Receipts	Disbursements	Balance Sheet Accts Activity	Investment Transfers	Ending Cash Balance	Investments	Total Cash & Investments	Interfund Loans (Borrowing)
	Debt Fund									
50	DEBT FUND	170,655.05	34,583.98	485.00	0.00		204,754.03		204,754.03	0.00
	Internal Service Funds									
60	FLEET MAINTENANCE	233,907.99	227,879.68	215,873.08	0.00		245,914.59		245,914.59	
64	RISK MANAGEMENT	2,719,221.57	254,092.44	326,475.51	0.00		2,646,838.50		2,646,838.50	
65	INSURANCE FUND	2,489,930.10	740,513.32	920,835.87	0.00		2,309,607.55		2,309,607.55	
	Total Internal Service Funds	5,443,059.66	1,222,485.44	1,463,184.46	0.00	0.00	5,202,360.64	0.00	5,202,360.64	0.00
	Enterprise Funds									
70	MASS TRANSIT -OPERATION	(622,178.35)	2,031,917.47	1,149,080.63	0.00		260,658.49		260,658.49	
77	FIBER OPTICS	85,349.01	3,605.45	6,306.02	0.00		82,648.44		82,648.44	
78	STORM WATER	2,923,826.27	137,148.79	104,044.76	0.00		2,956,930.30		2,956,930.30	
79	SEWER FUND	9,868,810.64	296,537.27	691,890.92	0.00		9,473,456.99		9,473,456.99	
80	WATER FUND	412,242.73	2,538,013.96	1,109,446.84	(14,288.73)		1,826,521.12		1,826,521.12	
81	WATER CAPITAL	2,675,053.77	4,279.17	124,389.83	0.00		2,554,943.11		2,554,943.11	1,381,816.00
86	WATER DEBT	12,500,000.00	0.00	0.00	0.00		12,500,000.00		12,500,000.00	
88	RECYCLING PROGRAM	134,713.42	73,227.11	57,144.91	0.00		150,795.62		150,795.62	
89	WATER BOND	217,329.47	0.00	0.00	0.00		217,329.47		217,329.47	
	Total Enterprise Funds	28,195,146.96	5,084,729.22	3,242,303.91	(14,288.73)	0.00	30,023,283.54	0.00	30,023,283.54	1,381,816.00
	Trust & Agency Funds									
90	FIRE PENSION FUND CASH	302,692.71	147,762.06	360,896.02	0.00		89,558.75		89,558.75	
90	FIRE PENSION INVESTMENTS	73,682,980.60	290,059.65	408,937.86	0.00			73,564,102.39	73,564,102.39	
	TOTAL FIRE PENSION	73,985,673.31	437,821.71	769,833.88	0.00	0.00	89,558.75	73,564,102.39	73,653,661.14	
91	POLICE PENSION FUND CASH	2,040,290.43	159,025.52	790,200.52	0.00		1,409,115.43		1,409,115.43	
91	POLICE PENSION INVESTMENTS	100,763,902.14	662,291.59	0.00	0.00			101,426,193.73	101,426,193.73	
	TOTAL FIRE PENSION	102,804,192.57	821,317.11	790,200.52	0.00	0.00	1,409,115.43	101,426,193.73	102,835,309.16	
	Total Trust & Agency Funds	176,789,865.88	1,259,138.82	1,560,034.40	0.00	0.00	1,498,674.18		176,488,970.30	0.00
	Total City Funds	231,701,351.00	19,064,599.93	13,795,603.25	(25,892.22)	0.00	59,177,958.14	2,776,201.20	236,944,455.46	0.00
	Memorandum Items									
	Pooled Cash Investments	0.00	0.00	0.00	0.00	0.00	0.00	10,696,696.79	10,696,696.79	
	City Funds ex Trust & Agency	54,911,485.12	17,805,461.11	12,235,568.85	(25,892.22)	0.00	57,679,283.96	13,472,897.99	60,455,485.16	0.00

City of Decatur **Period Ending: March 2021**

Monthly Fund Balance History

Fund	Year	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
10 General	2019	6,482,379	7,562,036	7,322,260	7,212,146	7,656,151	7,851,747	7,452,516	8,031,145	8,500,532	7,629,111	8,267,828	8,339,798
	2020	8,296,671	9,275,978	9,688,689	7,932,274	7,953,057	7,793,619	8,152,494	9,790,220	10,145,372	9,070,165	9,265,579	7,617,009
	2021	8,542,498	8,764,962	12,423,940	-	-	-	-	-	-	-	-	-
12 Econonic Develop	2019	108,548	79,069	39,032	34,670	29,388	(8,300)	7,473	476,484	(14,818)	(16,848)	(56,290)	-
	2020	-	-	-	-	-	-	-	-	-	-	-	-
17 HOME	2019	56,988	67,392	53,424	54,544	55,535	68,928	70,396	71,451	76,144	81,445	82,254	77,286
	2020	58,171	63,167	64,682	65,679	68,990	72,992	76,881	76,810	78,493	79,174	80,234	78,765
	2021	82,742	83,666	84,726	-	-	-	-	-	-	-	-	-
18 CDBG	2019	5,824	5,824	(452)	7,446	4,629	238	(197,495)	(200,500)	(203,009)	8,604	8,789	6,256
	2020	6,590	9,041	9,296	9,519	5,258	1,655	(210,259)	(162,671)	(211,294)	(213,535)	(215,415)	642
	2021	19,245	54,686	10,041	-	-	-	-	-	-	-	-	-
19 Olde Towne TIF	2019	(99,371)	(99,371)	(99,371)	(99,371)	(99,371)	(356,181)	526,910	527,364	998,764	983,459	984,157	78,883
	2020	78,936	78,987	79,675	79,678	79,680	(90,533)	212,774	467,568	-	823,319	866,329	79,848
	2021	93,791	147,360	147,447	-	-	-	-	-	-	-	-	-
20 Southeast TIF	2019	29,054	38,381	9,069	18,117	27,124	14,005	143,278	651	163,887	172,925	988	10,854
	2020	19,444	17	8,703	17,284	124	8,717	130,851	144	10,770	141,952	152,461	26,570
	2021	27,227	27,227	27,232	-	-	-	-	-	-	-	-	-
21 Wabash TIF	2019	448,978	449,339	449,686	450,406	451,035	400,981	476,653	477,064	547,716	548,268	548,658	826,410
	2020	826,965	827,504	828,651	828,679	828,707	829,845	896,454	869,354	935,827	943,340	943,593	1,115,501
	2021	1,349,330	1,349,330	1,349,646	-	-	-	-	-	-	-	-	-
22 DUATS	2019	62,049	61,694	62,705	62,603	62,467	62,316	60,709	47,815	33,055	33,092	32,805	335
	2020	335	63,201	48,202	48,051	50,383	60,605	63,240	63,242	41,217	63,218	62,983	31,799
	2021	49,456	51,308	56,842	-	-	-	-	-	-	-	-	-
23 East Gate TIF	2019	50,128	66,374	16,894	33,717	50,557	67,393	171,917	188,862	215,295	232,296	229,159	246,771
	2020	264,003	282,998	300,481	317,552	324,674	18,037	44,902	162,791	180,103	208,531	243,355	261,205
	2021	279,195	296,575	314,143	-	-	-	-	-	-	-	-	-
24 Southside TIF	2019	70,805	60,473	60,520	60,617	60,702	60,749	89,225	89,302	89,420	89,509	89,572	89,773
	2020	89,833	89,892	90,035	90,038	90,041	59,000	59,005	100,602	100,702	102,628	102,655	102,666
	2021	102,735	102,735	102,763	-	-	-	-	-	-	-	-	-
25 State Drug	2019	302,371	279,791	311,959	308,564	264,579	249,649	250,756	228,288	242,016	264,869	211,563	203,973
	2020	203,517	228,717	216,717	194,215	197,228	178,719	175,465	181,665	192,639	164,356	237,672	263,300
	2021	228,606	277,014	245,998	-	-	-	-	-	-	-	-	-
26 DUI	2019	175,872	181,317	187,218	197,245	206,709	215,014	218,032	217,959	223,592	229,262	232,596	234,223
	2020	229,507	211,043	223,169	227,377	233,934	247,843	245,864	267,645	264,925	236,261	240,716	234,248
	2021	501,181	481,579	476,366	-	-	-	-	-	-	-	-	-

City of Decatur **Period Ending: March 2021**

Monthly Fund Balance History

Fund	Year	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
27 Police Lab	2019	219,812	219,935	220,305	208,768	209,028	209,567	209,737	209,628	210,090	209,279	209,528	209,519
	2020	209,760	210,051	210,466	210,454	192,461	192,160	191,527	191,851	191,972	189,820	189,969	190,115
	2021	190,205	189,521	189,574	-	-	-	-	-	-	-	-	-
28 Pines TIF	2019	99,019	101,760	2,549	4,956	7,354	11,845	49,119	50,383	87,700	90,152	93,114	95,937
	2020	98,532	97	2,683	5,213	9,041	11,643	14,175	53,771	56,332	94,227	97,597	100,385
	2021	103,275	106,124	108,982	-	-	-	-	-	-	-	-	-
29 Grand/Oakland TIF	2019	165,894	170,969	4,841	9,442	14,031	15,130	81,859	84,296	151,101	152,919	155,301	161,288
	2020	166,878	165	5,741	11,222	10,723	16,323	21,806	83,650	89,180	157,219	156,545	161,967
	2021	167,574	172,987	178,448	-	-	-	-	-	-	-	-	-
30 Federal Drug	2019	136,918	134,226	129,334	122,041	122,151	134,762	131,991	131,004	134,012	132,419	132,513	132,149
	2020	132,237	129,723	129,771	129,775	129,780	266,617	266,626	261,140	272,252	272,252	274,999	274,999
	2021	274,999	274,999	274,999	-	-	-	-	-	-	-	-	-
33 Police Capital	2019	358,614	296,882	311,917	217,270	217,981	236,445	446,573	431,700	429,373	392,971	390,254	-
	2020	-	-	-	-	-	-	-	-	-	-	-	-
34 Building	2019	158,797	151,686	156,799	171,427	189,116	204,665	195,113	207,472	221,600	65,421	(179,607)	891,406
	2020	930,823	713,327	733,419	447,419	459,843	169,755	133,534	142,422	111,987	119,445	123,869	220,922
	2021	233,999	246,982	264,231	-	-	-	-	-	-	-	-	-
35 Library	2019	1,027,534	827,400	603,765	423,331	202,473	(17,809)	1,392,329	1,181,417	1,970,149	1,736,720	1,488,252	1,362,863
	2020	1,174,592	947,971	712,219	451,545	265,528	24,694	602,238	1,244,500	1,136,872	1,901,255	1,717,359	1,469,875
	2021	1,351,862	1,098,707	833,977	-	-	-	-	-	-	-	-	-
36 Band	2019	33,927	34,341	35,111	33,900	32,142	13,225	24,684	7,485	21,084	18,657	29,761	35,464
	2020	34,835	35,340	36,232	37,077	35,922	36,815	54,072	62,555	60,792	96,501	98,740	99,930
	2021	101,531	100,790	101,642	-	-	-	-	-	-	-	-	-
37 Foreign Fire Ins	2019	215,510	202,420	194,396	169,866	141,199	137,676	133,004	127,768	120,338	259,795	244,646	210,564
	2020	199,066	180,822	168,040	156,693	136,604	118,001	110,979	100,585	88,446	229,201	221,448	168,424
	2021	161,821	158,616	150,718	-	-	-	-	-	-	-	-	-
40 PEG	2019	59,100	72,104	74,147	75,426	86,602	84,662	67,068	80,210	78,372	75,074	90,854	87,531
	2020	88,440	99,632	97,294	78,720	91,122	86,573	87,415	98,996	96,616	96,787	101,008	97,188
	2021	94,643	108,901	106,384	-	-	-	-	-	-	-	-	-
42 Local Streets	2019	2,649,551	2,182,487	2,320,390	2,472,400	2,625,608	2,762,097	3,155,021	2,710,536	2,684,192	2,751,803	2,918,646	2,001,070
	2020	2,154,047	1,701,201	1,719,367	1,833,983	1,934,004	2,057,359	1,893,879	1,048,604	1,248,373	1,384,107	1,523,161	1,594,839
	2021	1,720,340	1,231,170	1,060,236	-	-	-	-	-	-	-	-	-

City of Decatur **Period Ending: March 2021**

Monthly Fund Balance History

Fund	Year	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
44 2018 Project	2019	8,302,118	8,157,047	8,156,028	8,005,691	8,030,861	7,840,396	7,620,196	7,378,090	7,422,472	6,747,802	6,747,710	6,343,397
	2020	6,153,751	6,151,614	5,945,199	5,923,605	5,788,011	5,795,171	5,796,651	5,806,685	5,791,259	5,793,059	5,794,723	5,706,865
	2021	5,400,299	5,390,508	4,967,657	-	-	-	-	-	-	-	-	-
45 Capital	2019	800,390	918,593	529,457	230,139	230,585	222,079	255,217	295,835	853,957	871,870	867,488	655,457
	2020	650,896	604,380	100,107	95,110	90,113	85,612	80,626	75,629	70,718	65,728	60,749	85,761
	2021	80,761	75,761	70,781	-	-	-	-	-	-	-	-	-
46 MFT	2019	1,535,917	1,605,343	1,691,937	1,790,003	1,880,347	2,059,890	2,118,186	1,884,455	2,036,387	2,134,759	1,807,708	1,727,301
	2020	1,997,793	1,611,088	1,912,952	1,031,878	2,051,705	2,151,198	2,740,584	3,526,414	3,474,512	3,370,794	2,852,383	1,274
	2021	(810,696)	(1,248,260)	(531,701)	-	-	-	-	-	-	-	-	-
47 Major Moves	2019	(25,208)	(45,513)	(39,015)	81,591	102,841	(32,459)	(119,019)	84,279	22,074	-	-	-
	2020	-	-	-	-	-	-	-	-	-	-	-	-
49 Fire Capital	2019	643,711	562,070	599,369	381,629	382,265	396,141	407,070	420,279	389,061	262,720	264,695	-
	2020	-	-	-	-	-	-	-	-	-	-	-	-
50 Debt	2019	1,059,523	116,000	131,360	141,413	157,611	106,612	1,132,526	869,733	1,559,115	1,576,328	1,591,702	1,385,237
	2020	1,417,335	184,845	217,265	248,430	279,596	201,583	841,070	1,159,062	1,269,915	2,058,349	2,134,004	1,340,180
	2021	1,411,681	170,655	204,754	-	-	-	-	-	-	-	-	-
58 Library Capital	2019	131,578	131,684	131,785	131,989	132,168	132,271	132,418	132,532	132,718	132,854	132,949	331,111
	2020	331,334	331,550	331,956	331,968	331,979	332,435	332,456	332,468	332,816	332,855	332,948	332,995
	2021	332,995	332,995	333,087	-	-	-	-	-	-	-	-	-
59 Library Trust	2019	225,402	223,863	222,919	220,601	217,477	214,552	212,568	209,433	209,190	206,337	204,678	202,575
	2020	200,783	199,199	196,557	193,563	185,957	183,861	181,801	180,238	177,478	173,694	170,311	166,919
	2021	165,705	161,597	159,149	-	-	-	-	-	-	-	-	-
60 Fleet Maintenance	2019	213,971	184,667	196,282	206,134	198,180	225,521	226,064	232,729	251,186	204,367	172,085	113,378
	2020	221,030	270,480	294,439	317,620	346,245	373,752	414,823	444,682	447,115	422,377	457,409	149,308
	2021	233,284	233,908	245,915	-	-	-	-	-	-	-	-	-
61 Equip Replacement	2019	488,678	452,993	454,271	455,317	448,571	449,035	452,062	417,127	418,153	418,917	409,554	1,077,196
	2020	1,044,229	897,469	895,719	792,200	780,592	653,270	617,723	456,886	284,519	228,202	530,475	1,491,081
	2021	1,489,266	330,297	326,848	-	-	-	-	-	-	-	-	-
64 Risk Management	2019	1,702,788	1,922,596	1,752,591	1,838,678	1,917,757	2,021,936	2,046,423	2,192,629	2,356,018	1,799,730	1,930,972	2,003,152
	2020	2,114,005	2,213,817	2,043,659	2,175,457	2,227,499	2,290,856	2,427,958	2,482,665	2,553,145	2,020,135	2,187,222	2,388,311
	2021	2,546,775	2,719,222	2,646,839	-	-	-	-	-	-	-	-	-
65 Employee Benefit	2019	2,110,106	2,076,069	2,045,004	2,099,670	2,354,275	2,343,750	2,337,447	2,281,313	2,241,833	2,675,476	2,547,603	2,521,938
	2020	2,488,079	2,594,310	2,462,144	2,901,018	2,932,384	2,987,005	3,037,226	3,051,352	2,877,168	3,150,805	3,055,402	2,925,999
	2021	2,594,522	2,489,930	2,309,608	-	-	-	-	-	-	-	-	-

City of Decatur **Period Ending: March 2021**

Monthly Fund Balance History

Fund	Year	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
70 Mass Transit	2019	(891,591)	(1,350,190)	(593,324)	1,258,830	1,198,391	601,778	309,071	(166,204)	367,670	1,073,023	613,608	1,487,977
	2020	(434,009)	(51,268)	1,526,744	926,177	826,072	(194,443)	(911,444)	293,856	1,201,202	919,855	819,142	239,502
	2021	110,833	(622,178)	260,658	-	-	-	-	-	-	-	-	-
77 Fiber Optics	2019	391,752	370,408	122,660	120,843	118,970	116,962	115,016	114,347	111,958	110,423	108,401	115,171
	2020	116,598	112,837	112,676	110,130	108,913	107,781	108,350	107,134	101,359	101,481	98,194	88,478
	2021	84,758	85,349	82,648	-	-	-	-	-	-	-	-	-
78 Storm Water	2019	2,129,964	2,335,028	2,381,775	2,485,453	2,416,662	2,464,739	2,648,123	2,674,389	2,738,154	2,776,967	2,558,848	2,613,438
	2020	2,681,840	2,733,496	2,788,874	2,886,450	2,854,796	2,917,339	2,883,026	2,936,827	2,877,204	2,953,393	2,917,053	3,043,827
	2021	3,096,740	2,923,826	2,956,930	-	-	-	-	-	-	-	-	-
79 Sewer	2019	7,292,114	7,200,684	7,270,972	7,335,872	7,624,827	7,882,365	8,069,981	8,403,829	8,147,549	8,304,295	8,479,203	8,684,892
	2020	9,435,199	9,854,338	10,430,379	9,901,401	8,997,995	9,972,040	10,149,063	10,331,199	10,290,821	10,251,807	10,356,619	10,261,602
	2021	10,148,807	9,868,811	9,473,457	-	-	-	-	-	-	-	-	-
80 Water	2019	6,775,922	817,902	1,881,502	3,195,760	3,755,576	3,694,713	4,003,055	3,278,286	4,115,589	5,522,697	5,976,079	4,889,501
	2020	6,183,302	392,615	1,635,164	2,773,183	3,287,119	4,038,371	5,795,053	3,116,473	4,759,870	6,144,172	6,340,565	5,136,178
	2021	6,409,824	412,243	1,826,521	-	-	-	-	-	-	-	-	-
81 Water Capital	2019	2,950,244	2,888,378	3,775,594	3,400,297	2,884,905	3,786,299	3,999,546	3,531,661	3,570,397	2,984,062	2,563,282	2,710,252
	2020	2,677,432	2,350,762	3,324,468	3,319,235	2,877,849	2,371,843	2,040,796	3,661,530	3,381,638	3,031,456	3,180,376	2,796,525
	2021	2,778,544	2,675,054	2,554,943	-	-	-	-	-	-	-	-	-
82 DCDF	2019	131,969	129,281	131,594	132,607	135,137	131,653	132,146	134,771	134,914	136,313	137,692	138,586
	2020	141,107	138,450	139,565	140,837	142,110	138,158	139,057	140,376	141,542	142,810	144,033	145,301
	2021	146,231	144,614	145,769	-	-	-	-	-	-	-	-	-
83 Neighborhood	2019	2,009	2,011	2,012	1,690	1,694	1,696	(4,214)	(6,993)	-	-	-	-
	2020	-	-	-	-	-	-	-	-	-	-	-	-
84 Community Revit	2019	1,329,124	1,206,328	1,145,623	1,243,899	1,221,748	1,147,888	1,149,280	1,150,470	1,126,741	1,120,591	999,942	715,742
	2020	638,819	593,916	608,959	1,740,524	1,731,620	1,732,620	1,728,016	1,696,405	1,696,863	1,604,932	1,548,059	1,548,290
	2021	1,548,290	1,547,940	1,527,973	-	-	-	-	-	-	-	-	-
85 Grants	2020	-	-	-	-	-	-	-	-	(266,691)	(516,476)	(135,746)	1,062
	2021	(1,177,714)	(958,066)	(482,811)									
86 Water Debt	2019	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000
	2020	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	10,653,000
	2021	12,500,000	12,500,000	12,500,000	-	-	-	-	-	-	-	-	-
88 Recycling	2019	94,548	95,743	95,507	97,521	111,039	109,420	112,483	108,131	112,370	119,032	115,518	121,100
	2020	132,535	124,096	127,553	133,873	133,845	130,340	131,197	184,449	140,721	135,491	133,122	143,806
	2021	137,176	134,713	150,796	-	-	-	-	-	-	-	-	-

City of Decatur ***Period Ending: March 2021***

Monthly Fund Balance History

Fund	Year	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
89 Water Bond	2019	8,911,826	4,165,180	4,166,193	3,625,516	3,627,788	3,522,960	3,526,224	3,529,263	3,532,278	3,532,466	3,534,974	370,906
	2020	371,155	371,397	371,535	371,548	371,560	371,574	371,587	347,158	217,329	217,329	217,329	217,329
	2021	217,329	217,329	217,329	-	-	-	-	-	-	-	-	-
Total City Funds	**2019**	**71,625,155**	**59,812,694**	**61,218,592**	**63,230,675**	**64,266,864**	**64,359,002**	**68,538,740**	**67,028,169**	**71,330,387**	**71,352,234**	**70,470,032**	**66,010,661**
	2020	**66,326,394**	**59,328,263**	**63,339,447**	**61,986,652**	**61,943,064**	**61,300,804**	**64,629,544**	**67,936,933**	**69,412,081**	**71,262,473**	**72,179,232**	**63,053,790**
	2021	**65,121,665**	**54,911,485**	**60,455,485**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
90 Fire Pension	2019	70,923,905	70,560,268	70,330,145	69,862,562	69,399,940	69,470,831	71,589,079	71,156,026	72,615,714	72,215,728	71,818,849	73,065,526
	2020	72,608,249	72,352,094	71,847,284	71,298,290	71,344,251	70,970,136	71,958,243	72,722,435	72,846,290	74,697,841	74,344,841	75,015,244
	2021	74,468,832	73,985,673	73,653,661	-	-	-	-	-	-	-	-	-
91 Police Pension	2019	97,129,427	96,716,696	96,607,488	96,236,493	95,815,176	95,812,807	97,846,481	97,377,885	98,858,178	98,463,934	98,020,333	99,882,195
	2020	99,514,419	99,142,676	99,134,621	98,527,668	98,290,046	98,099,077	98,907,965	99,660,914	99,645,370	100,818,835	100,839,635	102,360,461
	2021	102,188,690	102,804,193	102,835,309	-	-	-	-	-	-	-	-	-
Total All Funds	**2019**	**239,678,487**	**227,089,657**	**228,156,224**	**229,329,730**	**229,481,980**	**229,642,640**	**237,974,300**	**235,562,080**	**242,804,279**	**242,031,895**	**240,309,214**	**238,958,382**
	2020	**238,449,062**	**230,823,033**	**234,321,351**	**231,812,610**	**231,577,361**	**230,370,017**	**235,495,752**	**240,320,281**	**241,903,741**	**246,779,149**	**247,363,707**	**240,429,495**
	2021	**241,779,187**	**231,701,351**	**236,944,455**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**

City of Decatur **Month of: March, 2021**
Treasurer's Investment Report

Water Bond
Account # 8051000933
Fund 89

Investment Instrument	Maturity Date	Interest Rate	Par Value Amount	Tax Cost Amount	Accrued Interest Purchased + Rec'd.	Total Invested	Interest Earned	Accrued Interest Receivable	Total Interest Received	YTD Interest Received 2019	YTD Interest Received 2020	YTD Interest Received 2021	Estimated Income	
Total Investment(s)			(0.00)	(0.00)	0.00	(0.00)	292,902.39	0.00	292,902.39	26,180.49	0.00	0.00	0.00	

Pooled Cash
Account # 8051000942
Multiple Funds - Pooled Cash

Investment Instrument	Maturity Date	Interest Rate	Par Value Amount	Tax Cost Amount	Accrued Interest Purchased + Rec'd.	Total Invested	Interest Earned	Accrued Interest Receivable	Total Interest Received	YTD Interest Received 2019	YTD Interest Received 2020	YTD Interest Received 2021	Estimated Income	
US Treasury Bond	06/15/16	0.50000%	0.00	0.00	0.00	0.00	2,773.22	0.00	2,773.22	0.00	0.00	0.00	0.00	ok
US Treasury Bond	12/15/16	0.62500%	0.00	0.00	0.00	0.00	6,591.53	(0.00)	6,591.53	0.00	0.00	0.00	0.00	ok
US Treasury Bond	04/30/17	0.87500%	0.00	0.00	0.00	0.00	12,524.04	(0.00)	12,524.04	0.00	0.00	0.00	0.00	ok
US Treasury Bond	06/30/17	0.62500%	0.00	0.00	0.00	0.00	8,188.75	0.00	8,188.75	0.00	0.00	0.00	0.00	ok
US Treasury Bond	10/31/17	0.75000%	0.00	0.00	0.00	0.00	14,484.89	0.00	14,484.89	0.00	0.00	0.00	0.00	ok
US Treasury Bond	12/15/17	1.00000%	0.00	0.00	0.00	0.00	21,573.77	0.00	21,573.77	0.00	0.00	0.00	0.00	ok
US Treasury Bond	03/31/18	0.75000%	0.00	0.00	0.00	0.00	26,403.69	(0.00)	26,403.69	0.00	0.00	0.00	0.00	ok
US Treasury Bond	06/15/18	1.12500%	0.00	0.00	0.00	0.00	45,983.61	0.00	45,983.61	0.00	0.00	0.00	0.00	ok
US Treasury Bond	10/15/18	0.87500%	0.00	0.00	0.00	0.00	44,222.17	(0.00)	44,222.17	0.00	0.00	0.00	0.00	ok
US Treasury Bond	11/30/18	1.00000%	0.00	0.00	0.00	0.00	9,793.96	0.00	9,793.96	0.00	0.00	0.00	0.00	ok
US Treasury Bond	04/15/19	0.87500%	0.00	0.00	0.00	0.00	17,069.67	0.00	17,069.67	4,375.00	0.00	0.00	0.00	ok
US Treasury Bond	06/30/19	1.25000%	0.00	0.00	0.00	0.00	37,500.00	0.00	37,500.00	9,375.00	0.00	0.00	0.00	ok
US Treasury Bond	10/31/19	1.25000%	0.00	0.00	0.00	0.00	24,965.47	0.00	24,965.47	12,500.00	0.00	0.00	0.00	ok
US Treasury Bond	11/30/19	1.50000%	0.00	0.00	0.00	0.00	38,221.15	0.00	38,221.15	23,250.00	0.00	0.00	0.00	ok
US Treasury Bond	02/29/20	1.37500%	0.00	0.00	0.00	0.00	11,993.82	0.00	11,993.82	5,118.82	6,875.00	0.00	0.00	ok
US Treasury Bond	03/31/20	1.37500%	0.00	0.00	0.00	0.00	41,024.59	0.00	41,024.59	20,625.00	10,312.50	0.00	0.00	ok
US Treasury Bond	05/31/20	1.37500%	0.00	0.00	0.00	0.00	42,918.03	0.00	42,918.03	22,000.00	11,000.00	0.00	0.00	ok
US Cash Management Bill Zero	09/01/20	0.00000%	0.00	0.00	0.00	0.00	541.55	0.00	541.55	0	541.55	0.00	0.00	ok
US Treasury Bond	09/30/20	1.37500%	0.00	0.00	0.00	0.00	47,001.20	0.00	47,001.20	22,938.70	24,062.50	0.00	0.00	ok
US Treasury Bond	12/31/20	1.75000%	0.00	0.00	0.00	0.00	14,471.15	0.00	14,471.15	0.00	14,471.15	0.00	0.00	ok
US Treasury Bond	06/30/21	1.12500%	1,500,000.00	1,480,513.76	0.00	1,480,513.76	29,462.79	4,242.00	25,220.79	8,345.79	16,875.00	0.00	16,875.00	ok
US Treasury Bond	08/31/21	1.12500%	1,600,000.00	1,615,625.00	0.00	1,615,625.00	10,465.83	1,565.28	8,900.55	0.00	0.00	8,900.55	18,000.00	ok
US Treasury Bond	09/30/21	1.12500%	1,000,000.00	989,203.38	952.87	990,156.25	15,952.83	30.70	16,875.00	0.00	11,250.00	5,625.00	11,250.00	ok
US Treasury Bond	11/30/21	1.50000%	2,225,000.00	2,220,567.38	0.00	2,220,567.38	44,287.62	11,186.19	33,101.43	0.00	33,101.43	0.00	33,375.00	ok
US Treasury Bond	03/31/22	0.37500%	1,500,000.00	1,504,453.13	0.00	1,504,453.13	5,640.30	15.30	5,625.00	0.00	2,812.50	2,812.50	5,625.00	ok
US Treasury Bond	08/31/22	0.12500%	1,750,000.00	1,750,000.00	0.00	1,750,000.00	1,102.69	190.23	912.46	0.00	0.00	912.46	2,187.50	ok
US Treasury Bond	11/30/22	0.12500%	1,000,000.00	1,000,010.73	106.46	1,000,117.19	312.54	419.00	0.00	0.00	0.00	0.00	1,250.00	ok
Federated US Treasury Cash Reserves	Liquid		135,264.08	135,264.08	0.00	135,264.08	21,639.41	2.69	21,636.72	12,181.54	609.64	26.12	29.27	ok
Total Investment(s)			10,710,264.08	10,695,637.46	1,059.33	10,696,696.79	597,110.27	17,651.39	580,518.21	140,709.85	131,911.27	18,276.63	88,591.77	

Fire Capital Bond
Account # 1001006774
Fund 44

Investment Instrument	Maturity Date	Interest Rate	Par Value Amount	Tax Cost Amount	Accrued Interest Purchased + Rec'd.	Total Invested	Interest Earned	Accrued Interest Receivable	Total Interest Received	YTD Interest Received 2019	YTD Interest Received 2020	YTD Interest Received 2021	Estimated Income	
US Treasury Bond	10/31/18	0.75000%	0.00	0.00	0.00	0.00	917.12	0.00	917.12	0.00	0.00	0.00	0.00	ok
US Treasury Bond	11/30/18	1.00000%	0.00	0.00	0.00	0.00	1,639.34	0.00	1,639.34	0.00	0.00	0.00	0.00	ok
US Treasury Bond	12/31/18	1.37500%	0.00	0.00	0.00	0.00	4,231.49	0.00	4,231.49	0.00	0.00	0.00	0.00	ok
US Treasury Bond	02/28/19	1.12500%	0.00	0.00	0.00	0.00	4,883.66	0.00	4,883.66	4,218.75	0.00	0.00	0.00	ok
US Treasury Bond	03/31/19	0.99800%	0.00	0.00	0.00	0.00	3,013.39	0.00	3,013.39	3,013.39	0.00	0.00	0.00	ok
US Treasury Bond	05/31/19	1.12500%	0.00	0.00	0.00	0.00	9,313.52	0.00	9,313.52	5,625.00	0.00	0.00	0.00	ok
US Treasury Bond	08/31/19	1.00000%	0.00	0.00	0.00	0.00	10,788.04	0.00	10,788.04	10,000.00	0.00	0.00	0.00	ok
US Treasury Bond	09/30/19	1.37500%	0.00	0.00	0.00	0.00	5,722.87	0.00	5,722.87	5,722.87	0.00	0.00	0.00	ok
US Treasury Bond	10/31/19	1.25000%	0.00	0.00	0.00	0.00	5,095.11	0.00	5,095.11	5,095.11	0.00	0.00	0.00	ok
US Treasury Bond	11/30/19	1.00000%	0.00	0.00	0.00	0.00	13,278.69	0.00	13,278.69	10,000.00	0.00	0.00	0.00	ok
US Treasury Bond	02/29/20	1.37500%	0.00	0.00	0.00	0.00	21,708.56	0.00	21,708.56	13,750.00	6,875.00	0.00	0.00	ok
US Treasury Bond	03/31/20	1.37500%	0.00	0.00	0.00	0.00	7,851.78	0.00	7,851.78	0.00	7,851.78	0.00	0.00	ok
US Treasury Bond	04/30/20	1.12500%	0.00	0.00	0.00	0.00	5,625.00	0.00	5,625.00	0.00	5,625.00	0.00	0.00	ok
US Treasury Bond	05/31/20	1.37500%	0.00	0.00	0.00	0.00	25,133.20	0.00	25,133.20	13,750.00	6,875.00	0.00	0.00	ok
US Treasury Bond	08/31/20	1.37500%	0.00	0.00	0.00	0.00	21,437.67	0.00	21,437.67	10,312.50	10,312.50	0.00	0.00	ok
US Treasury Bond	09/30/20	1.37500%	0.00	0.00	0.00	0.00	11,345.63	0.00	11,345.63	0.00	11,345.63	0.00	0.00	ok
US Treasury Bill Zero	11/27/20	0.00000%	0.00	0.00	0.00	0.00	800.01	0.00	800.01	0.00	800.01	0.00	0.00	ok
US Treasury Bond	03/31/21	1.25000%	0.00	0.00	0.00	0.00	5,430.33	0.00	5,430.33	0.00	4,687.50	742.83	0.00	ok
US Treasury Bond	05/31/21	1.37500%	1,000,000.00	1,006,329.07	4,583.33	1,010,912.40	6,900.17	4,608.50	6,875.00	0.00	6,875.00	0.00	13,750.00	ok
US Treasury Bond	08/31/21	1.12500%	985,000.00	987,226.34	2,785.62	990,011.96	3,718.64	963.63	5,540.63	0.00	0.00	5,540.63	11,081.25	ok
US Treasury Bill Zero	09/30/21	0.00000%	750,000.00	749,848.33	0.00	749,848.33	18.27	18.27	0.00	0.00	0.00	0.00	0.00	ok
Federated US Treasury Cash Reserves	Liquid		25,428.51	25,428.51	0.00	25,428.51	8,684.10	0.90	8,683.20	4,009.53	3,386.88	109.37	179.84	ok
Total Investment(s)			2,760,428.51	2,768,832.25	7,368.95	2,776,201.20	177,536.59	5,591.30	179,314.24	85,497.15	64,634.30	6,392.83	25,011.09	

GRAND TOTALS:			13,470,692.59	13,464,469.71	8,428.28	13,472,897.99	1,067,549.25	23,242.69	1,052,734.84	252,387.49	196,545.57	24,669.46	113,602.86	

City of Decatur PBC

Debt Schedule

Period Ending: 2021 In process

date of update: March 1, 2021

home | debt liquidated | gz approved

	Debt Instrument	Debt Purpose	Year of Issue	Year of Re Issue	Year of Maturity	Fund	Source	Payment(s) 1st	Payment(s) 2nd	Debt (Orig/ Refi) Issue	Debt at 1/1/2021	New Draws in 2021	FY21 Principal Payments	FY21 Interest Payments	Debt at 12/31/2021	FY21 Total Debt Payments	
											input	input	input	input			
	Bond Debt																
Amort sch #																	
13	2010C Bonds	Parking Garage Renovation	2010		2024	19/50	19/TL	6/15	12/15	2,800,000.00	990,000.00		235,000.00	39,600.00	755,000.00	274,600.00	ok
17	2012 Bonds	Refunding of 2004A GO Bonds	2012		2025	50	Tax Levy	3/1	9/1	8,030,000.00	3,560,000.00		670,000.00	76,743.75	2,890,000.00	746,743.75	ok
18	2013 Bonds	Refunding of 2004B GO Bonds	2013		2025	80	80	3/1	9/1	17,220,000.00	8,125,000.00		1,465,000.00	362,425.00	6,660,000.00	1,827,425.00	ok
25	2014 Bonds	Lake Decatur Dredging	2014		2034	80	80	3/1	9/1	24,055,000.00	18,870,000.00		995,000.00	858,337.50	17,875,000.00	1,853,337.50	ok
32	2015 Bonds	Lake Decatur Dredging	2015		2035	80	80	3/1	9/1	23,305,000.00	19,095,000.00		935,000.00	802,675.00	18,160,000.00	1,737,675.00	ok
39	2016 Bonds	Lake Decatur Dredging	2016		2036	80	80	3/1	9/1	22,205,000.00	19,605,000.00		850,000.00	869,506.26	18,755,000.00	1,719,506.26	ok
48	2017 Bonds	Refunding of 2008 GO Bonds	2017		2024	80	80	6/15	12/15	6,275,000.00	3,500,000.00		995,000.00	140,000.00	2,505,000.00	1,135,000.00	ok
49	2018 Bonds	Lake Decatur Dredging, Fire Stations	2018		2038	80/50	80/TL	3/1	9/1	25,810,000.00	24,180,000.00		875,000.00	1,173,700.00	23,305,000.00	2,048,700.00	ok
53	2019 Bonds	Refunding of 2010A GO Bonds	2019		2030	50	Tax Levy +	6/15	12/15	6,720,000.00	6,500,000.00		655,000.00	169,033.00	5,845,000.00	824,033.00	ok
54	2019B Bonds	Library Projects / Police Radio refund	2019		2034	34/50	34/10	6/15	12/15	2,300,000.00	2,100,000.00		200,000.00	48,510.00	1,900,000.00	248,510.00	ok
57	2020 Bonds	Refunding of 2010B GO Bonds	2020		2030	80/19	80/19	6/15	12/15	18,050,000.00	18,050,000.00		1,675,000.00	379,050.00	16,375,000.00	2,054,050.00	ok
	xxx																xx
	Total Bond Debt									156,770,000.00	124,575,000.00	-	9,550,000.00	4,919,580.51	115,025,000.00	14,469,580.51	
	Promissory Notes & Loans Payable																
15	IEPA Contruction Loan	Nitrate Facility (L171674)	2002		2022	80	80	6/1	12/1	7,172,169.35	591,042.43		470,580.89	13,776.83	120,461.54	484,357.72	ok
16	IEPA Water Loan	Water Projects (L172552)	2011		2031	80	80	1/10	7/10	6,993,328.01	3,978,486.35		361,680.58	-	3,616,805.77	361,680.58	ok
28	IEPA Contruction Loan	Lakeshore Drive Sewer (L174873)	2013		2034	79	79	4/16	10/16	7,589,672.70	5,615,999.43		353,001.83	106,693.73	5,262,997.60	459,695.56	ok
30	Busey Bank	Fire Apparatus - Pumper (20835)	2015		2022	49	49	5/4		439,939.77	132,920.97		65,704.85	3,057.18	67,216.12	68,762.03	ok
34	IEPA Contruction Loan	Union Street Sewer (L175280)	2015		2035	79	79	1/8	7/8	2,172,218.21	1,712,994.59		99,019.31	33,682.83	1,613,975.28	132,702.14	ok
35	First Mid Bank & Trust (Soy Cap)	Motorola Radio System	2015		2022	10/70	10/70	1/5		1,000,000.00	292,486.61		152,742.13	8,257.87	139,744.48	161,000.00	ok
38	Busey Bank (drawdown)	Local Street Resurfacing (24040)	2016		2023	42	42	2/15	8/15	7,500,000.00	3,214,285.76		1,071,428.56	85,203.13	2,142,857.20	1,156,631.69	ok
44	Busey Bank	Public Works Heavy Equipment (26530)	2017		2022	61	61	Qtry	Qtry	180,624.00	66,568.85		37,577.03	1,708.61	28,991.82	39,285.64	ok
45	IEPA Contruction Loan	7th Ward Sewer (L175329)	2016		2038	79	79	3/17	9/17	8,540,318.96	7,630,987.21		376,217.06	131,903.50	7,254,770.15	508,120.56	ok
46	IEPA Contruction Loan	Nelson Park Storm Sewer (L175315)	2017		2038	78	78	5/21	11/21	3,581,182.00	3,293,653.69		162,381.18	56,931.62	3,131,272.51	219,312.80	ok
51	Busey Bank	Police Vehicles - Interceptor (6) (26535)	2019		2021	33	33	Qtry	Qtry	261,460.00	66,832.57		66,832.57	750.29	-	67,582.86	ok
52	HUD Section 108	Wabash Crossing	2019		2022	18	18	2/1	8/1	810,000.00	415,000.00		205,000.00	10,617.20	210,000.00	215,617.20	ok
55	IEPA Contruction Loan	McKinley Sewer (L175498)	2019		2040	79	79	1/23	7/23	4,647,112.64	4,647,112.64		180,775.96	86,956.25	4,466,336.68	267,732.21	ok
56	2020 Promissory Note	Johnson Controls Initiative refund of 2013	2020		2028	various	80/10/60/70	2/15	8/15	13,417,000.00	13,046,000.00		1,373,000.00	247,767.00	11,673,000.00	1,620,767.00	ok
	xxx																xx
	Total Notes & Loans Payable									64,305,025.64	44,704,371.10	-	4,975,941.95	787,306.04	39,728,429.15	5,763,247.99	
	Capital Leases																
40	De Lage Landen	VOIP Telephone System	2016		2021	10	10	1/22		351,560.24	74,314.19		74,314.19	4,089.07	-	78,403.26	ok
41	PNC Equipment Finance	Fire Apparatus Pierce Pumper (202806)	2017		2023	49	49	3/1		428,380.00	221,841.03		72,192.45	5,348.59	149,648.58	77,541.04	ok
47	PNC Equipment Finance	Public Works Dump Trucks (2) (211637)	2018		2024	61	61	3/2	9/2	331,508.00	196,077.36		46,592.21	6,213.01	149,485.15	52,805.22	ok
	xxx										-				-		xx
	xxx										-				-		xx
	xxx										-				-		xx
	xxx										-				-		xx
	xxx										-				-		xx
	Total Capital Leases									1,111,448.24	492,232.58	-	193,098.85	15,650.67	299,133.73	208,749.52	
	Total City Debt									222,186,473.88	169,771,603.68	-	14,719,040.80	5,722,537.22	155,052,562.88	20,441,578.02	
												debt in period					

Note(s)

1

2

3

City of Decatur *home* ***Month of: March 2021***

Water Bond Issue - Status of Water Bond Fund 89

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

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

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

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

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

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

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

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

City of Decatur *home*

Month of: March 2021

Fire Station New Construction - Status of 2018 Project Fund 44

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

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

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

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

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

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

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

Actual Bond Spend Activity in Fiscal year 2020	**January**	**February**	**March**	**April**	**May**	**June**	**July**	**August**	**September**	**October**	**November**	**December**	**Total**	**Fire 3**	**Fire 5**	**Fire 7**	**Total**
Proceeds available to spend	6,343,397	6,153,751	6,151,614	5,945,199	5,923,605	5,788,011	5,795,171	5,796,651	5,806,685	5,791,259	5,793,059	5,794,723					
Revenues																	
Interest Income	560	560	47,649	6,984	478	27,993	1,827	25,466	8,819	1,800	6,285	269	128,690				
Expenditures																	
Fire Station 3	-	-	176,418	24,121	-	20,832	347	14,829	13,381	-	4,621	8,342	262,892	262,892			
Fire Station 5	190,206	2,697	77,646	4,357	136,072	-		102	10,209	-	-	-	421,289		421,289		
Fire Station 7	-	-		100	-	-		500	655	-	-	79,785	81,040			81,040	
Total Expenditures	190,206	2,697	254,064	28,578	136,072	20,832	347	15,431	24,245	-	4,621	88,127	765,222	262,892	421,289	81,040	765,222
Ending cash available	6,153,751	6,151,614	5,945,199	5,923,605	5,788,011	5,795,171	5,796,651	5,806,685	5,791,259	5,793,059	5,794,723	5,706,865					

Actual Bond Spend Activity in Fiscal year 2021	**January**	**February**	**March**	**April**	**May**	**June**	**July**	**August**	**September**	**October**	**November**	**December**	**Total**	**Fire 3**	**Fire 5**	**Fire 7**	**Total**
Proceeds available to spend	5,706,865	5,400,299	5,390,508	4,967,656	4,967,656	4,967,656	4,967,656	4,967,656	4,967,656	4,967,656	4,967,656	4,967,656					
Revenues																	
Interest Income	108	1	(571)	-	-	-	-	-	-	-	-	-	(463)				
Expenditures																	
Fire Station 3	306,673	9,792	422,280	-	-	-	-	-	-	-	-	-	738,745	738,745			
Fire Station 5	-	-	-	-	-	-	-	-	-	-	-	-	-		-		
Fire Station 7	-	-	-	-	-	-	-	-	-	-	-	-	-			-	
Total Expenditures	306,673	9,792	422,280	-	-	-	-	-	-	-	-	-	738,745	738,745	-	-	738,745
Ending cash available	5,400,299	5,390,508	4,967,656	4,967,656	4,967,656	4,967,656	4,967,656	4,967,656	4,967,656	4,967,656	4,967,656	4,967,656		1,028,828	2,916,293	81,843	4,026,964

note 1 construction costs excludes $600.00 earnest payment for property acquisition in 2017
note 2 construction costs per council approved design, project management and construction contracts
note 3 construction costs available for fire station 7

	Construction cost		*3,334,733*	*3,064,717*	*2,595,171*	*8,994,621*
			note 2	*note 1*	*note 3*	
Reconciliation	*Bond proceeds*	*8,682,147*				
	Interest income	*312,474*				
	Total available for spend	*8,994,621*	*2,305,905*	*148,424*	*2,513,328*	*4,967,657*

City of Decatur **Period Ending: March 2021**

City Treasurer's Financial Report

General Fund Summary

Month of Fiscal Year	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Budget
REVENUE														
Actual	5,483,473	4,536,224	7,650,306	-	-	-	-	-	-	-	-	-	17,670,003	
Budget Projection	4,814,216	5,121,402	4,926,623										14,862,241	70,300,000
Vs budget in month	669,257	(585,178)	2,723,683	-	-	-	-	-	-	-	-	-		
Vs budget to date	669,257	84,079	2,807,762	-	-	-	-	-	-	-	-	-	2,807,762	
EXPENSE														
Personnel Expense														
Actual	3,202,188	3,143,851	3,155,840										9,501,878	
Budget Projection	3,289,056	3,339,068	3,359,068										9,987,192	53,411,446
Vs budget in month	(86,868)	(195,217)	(203,228)	-	-	-	-	-	-	-	-	-		75%
Vs budget to date	(86,868)	(282,085)	(485,314)	-	-	-	-	-	-	-	-	-	(485,314)	of GF Expense
Operating Expense														
Actual	1,391,107	1,131,276	848,880										3,371,263	
Budget Projection	1,433,524	1,203,707	972,450	-	-	-	-	-	-	-	-	-	3,609,681	17,788,554
Vs budget in month	(42,417)	(72,431)	(123,570)	-	-	-	-	-	-	-	-	-		25%
Vs budget to date	(42,417)	(114,848)	(238,418)	-	-	-	-	-	-	-	-	-	(238,418)	of GF Expense
TOTAL EXPENSE														
Actual	4,593,295	4,275,127	4,004,720	-	-	-	-	-	-	-	-	-	12,873,141	
Budget Projection	4,722,580	4,542,775	4,331,518	-	-	-	-	-	-	-	-	-	13,596,873	71,200,000
Vs budget in month	(129,285)	(267,648)	(326,798)	-	-	-	-	-	-	-	-	-		
Vs budget to date	(129,285)	(396,934)	(723,732)	-	-	-	-	-	-	-	-	-	(723,732)	
Surplus / (Deficit)														
Actual	890,178	261,097	3,645,586	-	-	-	-	-	-	-	-	-	4,796,862	
Budget Projection	91,636	578,627	595,105	-	-	-	-	-	-	-	-	-	1,265,368	(900,000)
Vs budget in month	798,542	(317,530)	3,050,481	-	-	-	-	-	-	-	-	-		
Vs budget to date	798,542	481,012	3,531,494	-	-	-	-	-	-	-	-	-	3,531,494	
Beginning Cash Balance	7,617,009	8,542,498	8,764,962	-	-	-	-	-	-	-	-	-		
Balance Sheet Adjustments	35,311	(38,633)	13,392	-	-	-	-	-	-	-	-	-		
Ending Cash Balance	8,542,498	8,764,962	12,423,940	-	-	-	-	-	-	-	-	-		

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

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Period Ending: March 2021

Div		Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Budget	% of Budget
Memo Items																	
PROPERTY TAX TOTAL																	
var	REAL ESTATE TAX-CIVIL CITY	var	248,184	-	-	-	-	-	-	-	-	-	-	-	248,184	14,176,258	2%
var	REAL ESTATE TAX-TIF DISTRICTS	var	248,964	-	-	-	-	-	-	-	-	-	-	-	248,964	2,092,996	12%
	OTHER TAXES TOTAL		497,148	-	-	-	-	-	-	-	-	-	-	-	497,148	16,269,254	3%
OTHER TAXES TOTAL																	
var	LOCAL SALES TAX	var	840,697	781,469	992,288	-	-	-	-	-	-	-	-	-	2,614,454	10,402,000	25%
var	STATE SALES TAX	var	936,318	882,140	1,115,773	-	-	-	-	-	-	-	-	-	2,934,231	11,663,000	25%
	OTHER TAXES TOTAL		1,777,015	1,663,609	2,108,061	-	-	-	-	-	-	-	-	-	5,548,685	22,065,000	25%
	GENERAL FUND																
LOCAL TAXES																	
301302	CABLE TV TAX	10	115,677	248,600	-	-	-	-	-	-	-	-	-	-	364,277	953,000	38%
301203	FOOD & BEVERAGE TAX	10	259,733	237,003	251,710	-	-	-	-	-	-	-	-	-	748,446	3,150,000	24%
301204	HOTEL AND MOTEL TAX	10	45,696	38,938	46,068	-	-	-	-	-	-	-	-	-	130,702	650,000	20%
301106	MOBILE HOME PRIVELEGE TAX	10	14,573	-	-	-	-	-	-	-	-	-	-	-	14,573	15,000	97%
301103	PROPERTY TAX	10	159,193	-	-	-	-	-	-	-	-	-	-	-	159,193	9,950,000	2%
301202	TELEPHONE UTILITY TAX	10	585,430	105,214	97,810	-	-	-	-	-	-	-	-	-	788,455	1,304,000	60%
301209	UTILITY TAX - ELECTRIC & GAS	10	387,338	-	964,355	-	-	-	-	-	-	-	-	-	1,351,693	4,376,000	31%
	Sub Total		1,567,641	629,755	1,359,942	-	-	-	-	-	-	-	-	-	3,557,339	20,398,000	17%
OTHER TAXES (REMITTED BY STATE)																	
301208	AUTO RENTAL TAX	10	3,317	2,015	2,732	-	-	-	-	-	-	-	-	-	8,064	33,000	24%
302121	CANNABIS TAX	10	8,415	6,777	6,681	-	-	-	-	-	-	-	-	-	21,872	84,000	26%
301205	LOCAL SALES TAX	10	826,777	767,719	978,537	-	-	-	-	-	-	-	-	-	2,573,033	10,237,000	25%
302121	AVIATION FUEL TAX	10	367	433	679	-	-	-	-	-	-	-	-	-	1,480	-	-
301207	LOCAL USE TAX	10	301,148	320,911	452,845	-	-	-	-	-	-	-	-	-	1,074,903	3,350,000	32%
302105	STATE INCOME TAX	10	807,110	853,298	588,089	-	-	-	-	-	-	-	-	-	2,248,497	8,203,000	27%
302104	STATE REPLACEMENT TAX	10	184,199	2,083	74,147	-	-	-	-	-	-	-	-	-	260,428	901,080	29%
301201	STATE SALES TAX	10	924,218	870,248	1,103,765	-	-	-	-	-	-	-	-	-	2,898,232	11,519,000	25%
301210	VIDEO GAMING TAX	10	85,531	-	85,407	-	-	-	-	-	-	-	-	-	170,938	1,320,000	13%
	Sub Total		3,141,082	2,823,484	3,292,881	-	-	-	-	-	-	-	-	-	9,257,447	35,647,080	26%
OTHER GOVERNMENTAL SOURCES																	
301102	ROAD & BRIDGE TAX	10	3,660	-	-	-	-	-	-	-	-	-	-	-	3,660	424,000	1%
	Sub Total		3,660	-	-	-	-	-	-	-	-	-	-	-	3,660	424,000	1%
CHARGE SERVICES (INTERNAL CITY)																	
303607	PAYMENT IN LIEU OF TAXES	10	147,438	147,438	147,438	-	-	-	-	-	-	-	-	-	442,314	1,769,256	25%
303608	RISK & EE BENEFIT SERVICES	10	14,745	14,745	14,745	-	-	-	-	-	-	-	-	-	44,235	176,940	25%
303621	ADMIN SERVICES	10	175,278	175,278	175,278	-	-	-	-	-	-	-	-	-	525,834	2,103,336	25%
303622	PUBLIC WORKS SERVICES	10	134,436	134,436	134,436	-	-	-	-	-	-	-	-	-	403,308	1,613,232	25%
303626	BLDG INSPECTION SERVICES	10	8,038	8,038	8,038	-	-	-	-	-	-	-	-	-	24,114	96,456	25%
303628	SEWER FUND-EPA	10	29,761	29,761	29,761	-	-	-	-	-	-	-	-	-	89,283	357,132	25%
306700	IT SERVICES	10	85,302	85,302	85,302	-	-	-	-	-	-	-	-	-	255,906	1,023,624	25%
306707	CDBG PERSONNEL/EXP REIMB	10	2,028	58,906	28,170	-	-	-	-	-	-	-	-	-	89,104	444,494	20%
306751	HOME PERSONNEL/EXP REIMB	10	-	5,653	4,995	-	-	-	-	-	-	-	-	-	10,648	103,496	10%
306753	DUATS PERSONNEL/EXP REIMB	10	-	-	40,557	-	-	-	-	-	-	-	-	-	40,557	196,218	21%
303601	MFT REIMB-MSC/TRAF SIGNAL	10	33,483	22,137	17,778	-	-	-	-	-	-	-	-	-	73,399	500,000	15%
303606	WATER STREET CUTS	10	29,940	10,139	11,843	-	-	-	-	-	-	-	-	-	51,922	255,000	20%
	Sub Total	10	660,449	691,834	698,341	-	-	-	-	-	-	-	-	-	2,050,624	8,639,184	24%

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

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Period Ending: March 2021

Div		Fund	Month of Fiscal Year 1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Budget	% of Budget
3rd Party Revenue																	
303413	AMEREN FRANCHISE PAYMENTS	10	76,759	76,759	76,759	-	-	-	-	-	-	-	-	-	230,278	921,000	25%
303510	ELECTRIC AGGREGATION ADMIN	10	12,066	28,520	26,539	-	-	-	-	-	-	-	-	-	67,125	176,000	38%
	Sub Total		88,826	105,279	103,298	-	-	-	-	-	-	-	-	-	297,403	1,097,000	27%
Grants																	
302106	FEDERAL	10	-	-	-	-	-	-	-	-	-	-	-	-	-	474,330	0%
302114	POLICE OT REIMBURSEMENTS	10	16,994	4,155	12,189	-	-	-	-	-	-	-	-	-	33,338	120,000	28%
302107	STATE GRANTS OR OTHER	10	-	-	-	-	-	-	-	-	-	-	-	-	-	275,000	0%
	Sub Total	10	16,994	4,155	12,189	-	-	-	-	-	-	-	-	-	33,338	869,330	4%
Fees for Services External																	
304300	ANIMAL REGISTRATION LATE FEES	10	400	1,575	1,720	-	-	-	-	-	-	-	-	-	3,695	8,000	46%
304302	GARBAGE HAULERS	10	-	-	-	-	-	-	-	-	-	-	-	-	-	27,000	0%
304303	CONTRACTOR LICENSES	10	5,050	1,825	1,600	-	-	-	-	-	-	-	-	-	8,475	25,000	34%
304304	LIQUOR LICENSES	10	3,989	-	2,459	-	-	-	-	-	-	-	-	-	6,448	526,000	1%
304305	RENTAL PROGRAM INCOME	10	-	-	-	-	-	-	-	-	-	-	-	-	-	25,000	0%
304306	BOAT LICENSES	10	-	-	659	-	-	-	-	-	-	-	-	-	659	-	-
304307	OTHER LICENSES	10	(119,450)	203,260	37,625	-	-	-	-	-	-	-	-	-	121,435	159,000	76%
304401	BUILDING PERMITS	10	19,654	9,748	23,437	-	-	-	-	-	-	-	-	-	52,839	308,000	17%
304402	PIER PERMITS	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
303301	ON STREET PARKING	10	163	101	244	-	-	-	-	-	-	-	-	-	508	7,000	7%
303302	PARKING LOT 1	10	969	550	1,404	-	-	-	-	-	-	-	-	-	2,923	22,000	13%
303306	PARKING LOT 10	10	222	180	436	-	-	-	-	-	-	-	-	-	838	9,000	9%
303308	GARAGE C	10	2,375	5,038	2,086	-	-	-	-	-	-	-	-	-	9,498	73,000	13%
303310	RESIDENTIAL PARKING	10	840	240	120	-	-	-	-	-	-	-	-	-	1,200	4,000	30%
303312	DOWNTOWN EMPL PARKING PERMIT	10	2,010	1,333	2,205	-	-	-	-	-	-	-	-	-	5,548	26,000	21%
304490	ADMIN COURT FINES	10	2,729	3,152	1,832	-	-	-	-	-	-	-	-	-	7,713	88,000	9%
305500	ADMINISTRATIVE COURT FEES	10	1,033	1,035	1,470	-	-	-	-	-	-	-	-	-	3,538	36,000	10%
305501	COURT FINES	10	13,751	19,575	14,637	-	-	-	-	-	-	-	-	-	47,962	206,000	23%
305502	BOOT FEE	10	-	70	70	-	-	-	-	-	-	-	-	-	140	4,000	4%
305503	WEED CUTTING FEES	10	1,817	34	4,075	-	-	-	-	-	-	-	-	-	5,926	55,000	11%
305505	ILLEGAL USE OF VEHICLE	10	-	300	350	-	-	-	-	-	-	-	-	-	650	320,000	0%
305506	OVERTIME PARKING FEES	10	6,297	3,060	8,013	-	-	-	-	-	-	-	-	-	17,370	146,000	12%
305507	VARIANCE AND ZONING	10	-	440	400	-	-	-	-	-	-	-	-	-	840	12,000	7%
305513	OTHER FINES AND FEES	10	5,220	3,742	4,081	-	-	-	-	-	-	-	-	-	13,043	74,000	18%
305516	PET CITATIONS	10	1,289	7,145	3,758	-	-	-	-	-	-	-	-	-	12,192	67,000	18%
305517	DUCK BLIND FEES	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
305520	TRASH & CLEAN UP FINES	10	3,123	2,704	4,728	-	-	-	-	-	-	-	-	-	10,555	36,000	29%
305521	VACANT PROPERTY FEE	10	-	-	-	-	-	-	-	-	-	-	-	-	-	118,600	0%
303415	PROFESSIONAL STANDARDS	10	370	-	-	-	-	-	-	-	-	-	-	-	370	5,700	6%
308801	RENTAL OF CITY PROPERTY	10	100	-	200	-	-	-	-	-	-	-	-	-	300	1,200	25%
308802	SALE OF CITY PROPERTY	10	350	11,050	2,000	-	-	-	-	-	-	-	-	-	13,400	80,000	17%
308803	SALE OF OTHER PROPERTY	10	-	73	-	-	-	-	-	-	-	-	-	-	73	10,000	1%
308807	DEMOLITION PAYMENTS	10	47,730	2,860	2,756	-	-	-	-	-	-	-	-	-	53,346	43,000	124%
308810	DAMAGE TO CITY PROPERTY	10	-	-	-	-	-	-	-	-	-	-	-	-	-	2,500	0%
308814	INVENTORY REIMBURSEMENTS	10	125	-	-	-	-	-	-	-	-	-	-	-	125	-	-
308817	NOISE ORDINANCE FINES	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
308890	REIMBURSEMENT OF EXPENSE	10	-	-	-	-	-	-	-	-	-	-	-	-	-	5,000	0%
308898	BANK RECONCILIATION ADJ	10	-	376	21,591	-	-	-	-	-	-	-	-	-	21,966	-	-
308899	MISCELLANEOUS INCOME	10	3,690	1,277	1,029	-	-	-	-	-	-	-	-	-	5,995	16,406	37%
310010	FIRE PROGRAMS	10	-	160	160	-	-	-	-	-	-	-	-	-	320	5,000	6%
305512	FIRE & BURGLAR ALARMS	10	300	300	700	-	-	-	-	-	-	-	-	-	1,300	4,000	33%
302403	FIRE TRAINING REIMBURSEMENT	10	-	-	-	-	-	-	-	-	-	-	-	-	-	34,000	0%
305514	POLICE RECORDS	10	664	509	888	-	-	-	-	-	-	-	-	-	2,061	13,000	16%
302401	STATE ROUTE MAINTENANCE	10	-	-	96,353	-	-	-	-	-	-	-	-	-	96,353	131,000	74%
303405	SCHOOL DISTRICT REIMB	10	-	-	234,926	-	-	-	-	-	-	-	-	-	234,926	445,000	53%
	Sub Total		4,808	281,709	478,012	-	-	-	-	-	-	-	-	-	764,529	3,177,406	24%
Investment/Other Income																	
306700	TRANSFERS FRON OTHER FUNDS	10	-	-	1,702,537	-	-	-	-	-	-	-	-	-	1,702,537	-	-
309900	BOND OR NOTE PROCEEDS	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
307101	INTEREST INCOME	10	-	-	-	-	-	-	-	-	-	-	-	-	-	48,000	0%
307141	INVESTMENT INCOME	10	12	7	3,105	-	-	-	-	-	-	-	-	-	3,124	-	-
	Sub Total		12	7	1,705,643	-	-	-	-	-	-	-	-	-	1,705,662	48,000	3553%
	General Fund Total		**5,483,473**	**4,536,224**	**7,650,306**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**17,670,003**	**70,300,000**	25%

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Other Funds																	
various	HOME PROGRAM	17	38,664	8,479	46,317	-	-	-	-	-	-	-	-	-	93,461	1,025,000	9%
various	CDBG	18	480,187	144,599	117,111	-	-	-	-	-	-	-	-	-	741,897	3,585,547	21%
various	OLDE TOWNE TIF	19	13,943	53,569	87	-	-	-	-	-	-	-	-	-	67,600	932,214	7%
various	SE PLAZA TIF	20	657	-	5	-	-	-	-	-	-	-	-	-	662	308,498	0%
various	WABASH CROSSING TIF	21	233,829	-	316	-	-	-	-	-	-	-	-	-	234,145	557,784	42%
various	DUATS	22	26,774	9,117	126,960	-	-	-	-	-	-	-	-	-	162,852	358,161	45%
various	EASTGATE TIF	23	17,990	17,380	17,568	-	-	-	-	-	-	-	-	-	52,939	320,131	17%
various	SOUTHSIDE TIF	24	68	-	28	-	-	-	-	-	-	-	-	-	96	43,510	0%
various	STATE DRUG ENFORCEMENT	25	22,800	34,486	186	-	-	-	-	-	-	-	-	-	57,472	103,500	56%
various	DUI COURT FINES	26	304,595	5,066	6,965	-	-	-	-	-	-	-	-	-	316,626	107,100	296%
various	POLICE PROGRAMS/LAB	27	90	100	53	-	-	-	-	-	-	-	-	-	243	1,800	13%
various	PINES SHOPPING CENTER TIF	28	2,890	2,849	2,858	-	-	-	-	-	-	-	-	-	8,597	104,223	8%
various	GRAND & OAKLAND TIF	29	5,606	5,413	5,461	-	-	-	-	-	-	-	-	-	16,480	190,247	9%
various	FEDERAL DRUG ENFORCEMENT	30	-	-	-	-	-	-	-	-	-	-	-	-	-	85,200	0%
various	BUILDING FUND	34	47,917	47,917	47,969	-	-	-	-	-	-	-	-	-	143,803	884,583	16%
various	LIBRARY OPERATIONS	35	154,734	54,977	72,357	-	-	-	-	-	-	-	-	-	282,068	3,897,252	7%
various	BAND	36	2,191	1,053	1,075	-	-	-	-	-	-	-	-	-	4,319	96,556	4%
various	FOREIGN FIRE INSURANCE	37	1	1	1	-	-	-	-	-	-	-	-	-	4	145,500	0%
various	PEG PROJECTS	40	-	17,603	28	-	-	-	-	-	-	-	-	-	17,631	72,100	24%
various	LOCAL STREETS & ROADS	42	137,973	116,174	137,669	-	-	-	-	-	-	-	-	-	391,816	1,956,000	20%
various	2018 PROJECT FUND	44	108	1	(571)	-	-	-	-	-	-	-	-	-	(463)	-	-
various	CAPITAL STREET PROJECTS	45	-	-	20	-	-	-	-	-	-	-	-	-	20	30,000	0%
various	MFT PROJECTS	46	252,696	250,847	1,044,481	-	-	-	-	-	-	-	-	-	1,548,025	15,200,670	10%
various	DEBT SERVICE	50	71,501	34,380	34,584	-	-	-	-	-	-	-	-	-	140,465	2,550,118	6%
various	LIBRARY CAPITAL	58	-	-	92	-	-	-	-	-	-	-	-	-	92	252,200	0%
various	LIBRARY TRUST FUNDS	59	1,180	130	530	-	-	-	-	-	-	-	-	-	1,840	30,565	6%
various	FLEET MAINTENANCE	60	222,779	230,313	227,880	-	-	-	-	-	-	-	-	-	680,971	2,976,346	23%
various	EQUIPMENT REPLACEMENT	61	-	1,090	180	-	-	-	-	-	-	-	-	-	1,270	317,000	0%
various	RISK MANAGEMENT	64	253,373	253,373	254,092	-	-	-	-	-	-	-	-	-	760,839	3,050,436	25%
various	EMPLOYEE BENEFIT	65	815,639	676,352	740,513	-	-	-	-	-	-	-	-	-	2,232,505	9,986,220	22%
various	PUBLIC TRANSIT	70	522,083	1,243,780	2,031,917	-	-	-	-	-	-	-	-	-	3,797,780	12,638,492	30%
various	FIBER OPTICS	77	1,780	3,591	3,605	-	-	-	-	-	-	-	-	-	8,976	832,882	1%
various	STORMWATER PROJECTS	78	121,066	106,223	137,149	-	-	-	-	-	-	-	-	-	364,438	1,702,536	21%
various	SEWER PROJECTS	79	439,311	439,625	296,537	-	-	-	-	-	-	-	-	-	1,175,474	6,972,970	17%
various	WATER	80	2,441,369	2,476,775	2,538,014	-	-	-	-	-	-	-	-	-	7,456,158	31,292,592	24%
various	WATER CAPITAL	81	-	-	4,279	-	-	-	-	-	-	-	-	-	4,279	11,000,000	0%
various	DCDF	82	1,368	1,368	1,468	-	-	-	-	-	-	-	-	-	4,203	18,000	23%
various	COMMUNITY REVITALIZATION	84	-	-	446	-	-	-	-	-	-	-	-	-	446	5,000	9%
various	GRANTS	85	-	266,153	2,183,694	-	-	-	-	-	-	-	-	-	2,449,846	3,028,500	81%
various	RECYCLING	88	54,865	46,471	73,227	-	-	-	-	-	-	-	-	-	174,563	688,900	25%
various	WATER BOND FUND	89	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
various	FIRE PENSION	90	223,109	321,104	437,822	-	-	-	-	-	-	-	-	-	982,035	10,761,548	9%
various	POLICE PENSION	91	582,951	1,426,634	821,317	-	-	-	-	-	-	-	-	-	2,830,902	12,032,191	24%
Grand Total Revenues			12,979,561	12,833,217	19,064,600	-	-	-	-	-	-	-	-	-	44,877,379	210,442,072	21%

City of Decatur, Macon County home

Property Tax Levy

City and TIF Districts

Billed Tax Amounts

Net Assessed Value $: *849,000,000* *not certified*

City Tax Rate: *1.70348%* *not certified*

Assessed Value Year ***2020***

Pay Year ***2021 Pending***

note	Tax Levy Item	Fund	Net Assessed Value not certified	input Tax Rate not certified	input Tax Levy $ Amount ordinance		input Extension $ Amount not certified		Billed $ Amount not certified
	General Obligation Bond Debt	50	849,000,000	0.15872%	1,347,508.00		1,347,508.00		1,347,508.00
	General Purpose	10	849,000,000	0.00000%	-		-		-
	Fire Pension	10	849,000,000	0.61837%	5,250,000.00		5,250,000.00		5,250,000.00
	Police Pension	10	849,000,000	0.57715%	4,900,000.00		4,900,000.00		4,900,000.00
	City Library	35	849,000,000	0.34158%	2,900,000.00		2,900,000.00		2,900,000.00
	Municipal Band	36	849,000,000	0.00766%	65,000.00		65,000.00		65,000.00
	Public Transit	70							
	xxxxx	xx							
1	**Total City**		849,000,000	1.70348%	14,462,508.00		14,462,508.00		14,462,508.00
			ok	ok	ok		ok		ok

	TIF District (tax code district)		input AV Increment Value not certified	input Tax Rate not certified	AV Increment $ Amount		input Extension $ Amount not certified		Billed $ Amount not certified
	ZTF3 Pines TIF (4062)	28	660,381	10.63375%	70,223.26				-
	ZTF4 SE Plaza TIF (9542)	20	3,216,301	9.59171%	308,498.26				-
	ZTF5 Olde Towne TIF (4555)	19	9,227,961	10.63375%	981,278.30				-
	ZTF6 Near North TIF (4455)	21	5,245,410	10.63375%	557,783.79				-
	ZTF8 Eastgate TIF (9543)	23	1,028,819	9.92702%	102,131.07				-
	ZTF0 Grand & Oakland (4062)	29	1,177,827	10.63375%	125,247.18				-
	ZTFA SS Redevelopment (xxxx)	24	410,036	10.61115%	43,509.54				-
2	**Redevelopment TIF**		20,966,735		2,188,671.40		-		-
			xx		xx		xx		xx
	Total Property Tax Levy				16,651,179.40		14,462,508.00		14,462,508.00

Note(s)

1 *Data per City of Decatur 2020 Tax Levy - certification and extension dated May xx, 2021 certified May xx, 2021 received by City May xx, 2021*

2 *Data per Macon County - AV increment, Tax Rates, certification and extention dated May xx, 2021 received by City May xx, 2021*

Prepared By:

Office of the City Treasurer

City of Decatur, Macon County home — **Assessed Value Year** 2020
Property Tax Levy — **Pay Year** 2021
City and TIF Districts — **Pending**
Tax Collections

Tax Levy Item	Fund	Billed $ Amount	99.0% Collection Rate	Expected Collection $ Amount	input Distribution 1 06/xx/2021	input Distribution 2 07/xx/2021	input Distribution 3 08/xx/2021	input Distribution 4 09/xx/2021	input Distribution 5 10/xx/2021	input Distribution 6 11/xx/2021	input Distribution 7 12/xx/2021	Total Distribution	Expected Account Receivable $ Amount	Actual Collection Rate
GO Bond Debt	50	1,347,508.00	99.0%	1,334,033.00								-	1,334,033.00	0.0%
General Purpose	10	-	99.0%	-								-	-	-
Fire Pension	10	5,250,000.00	99.0%	5,197,500.00								-	5,197,500.00	0.0%
Police Pension	10	4,900,000.00	99.0%	4,851,000.00								-	4,851,000.00	0.0%
City Library	35	2,900,000.00	99.0%	2,871,000.00								-	2,871,000.00	0.0%
Municipal Band	36	65,000.00	99.0%	64,350.00								-	64,350.00	0.0%
Mass Transit												-	-	
												-	-	
Total City		14,462,508.00		14,317,883.00	-	-	-	-	-	-	-	-	14,317,883.00	0.0%
												City Collection Rate:	0.0%	
ZTF3 Pines (4062)	28	-	100.0%	-								-	0	-
ZTF4 SE Plaza (9542)	20	-	100.0%	-								-	0	-
ZTF5 Olde Towne (4555)	19	-	98.0%	-								-	0	-
ZTF6 Near North (4455)	21	-	100.0%	-								-	0	-
ZTF8 Eastgate (9543)	23	-	100.0%	-								-	0	-
ZTF0 Grand/Oakland (xxxx)	29	-	100.0%	-								-	0	-
ZTFA Southside (xxxx)	24	-	100.0%	-								-	0	-
Redevelopment TIF		-		-	-	-	-	-	-	-	-	-	-	-
												City Collection Rate:	#DIV/0!	
Total Property Tax Levy		14,462,508.00		14,317,883.00	-	-	-	-	-	-	-	-	14,317,883.00	0.0%
				City Collection Rate:	xx	xx	xx	xx	xx	xx	xx	0.0%		

Note(s)

1 Payment received xx/xx/2021 from Macon County Treasurer with check distribution / checks xxxxx, dated month xx, 2021
2 Payment received xx/xx/2021 from Macon County Treasurer with check distribution / checks xxxxx, dated month xx, 2021
3 Payment received xx/xx/2021 from Macon County Treasurer with check distribution / checks xxxxx, dated month xx, 2021
4 Payment received xx/xx/2021 from Macon County Treasurer with check distribution / checks xxxxx, dated month xx, 2021
5 Payment received xx/xx/2021 from Macon County Treasurer with check distribution / checks xxxxx, dated month xx, 2021
6 Payment received xx/xx/2021 from Macon County Treasurer with check distribution / checks xxxxx, dated month xx, 2021
7 Payment received xx/xx/2021 from Macon County Treasurer with check distribution / checks xxxxx, dated month xx, 2021

Footnote (Not a part of City Tax Levy)		input Distribution 1 06/xx/2021	input Distribution 2 07/xx/2021	input Distribution 3 08/xx/2021	input Distribution 4 09/xx/2021	input Distribution 5 10/xx/2021	input Distribution 6 11/xx/2021	input Distribution 7 12/xx/2021	Total Distribution
Decatur Road & Bridge Tax Distribution	10-0831-301102	-	-	-	-	-	-	-	-
Total County Distribution to Civil City		-	-	-	-	-	-	-	-
		xx	xx	xx	xx	xx	xx	xx	

Footnote (Not a part of City Tax Levy)									
Decatur Mobile Home Privilege Tax Distribution	10-0231-301106							-	-
Distribution to City including TIF & Mobile Home		-	-	-	-	-	-	-	-
		xx	xx	xx	xx	xx	xx	xx	

GO Bond Debt	50-43500-301103	-	ZTF3 Pines TIF (4062)	28-43281-301103	-
General Purpose	10-0231-301103	-	ZTF4 SE Plaza TIF (9542)	20-43200-301103	-
Fire Pension	10-0231-301103	-	ZTF5 Olde Towne TIF (4555)	19-45190-301103	-
Police Pension	10-0231-301103	-	ZTF6 Near North TIF (4455)	21-43210-301103	-
City Library	35-59350-301103	-	ZTF8 Eastgate TIF (9543)	23-43230-301103	-
Municipal Band	36-43360-301103	-	ZTF0 Grand & Oakland (xx)	29-43291-301103	-
			ZTFA SS Redevelopment (xx)	24-43241-301103	-

Prepared By:
Office of the City Treasurer

City of Decatur **Period Ending: March 2021**

City Treasurer's Financial Report

Grant Tracking Schedule

Grant ID	Div		Grant Name	State	Federal	In Budget	Status	Grant Amount
55	015	Executive	02-1439-17758 BICYCLE PLAN, STATEWIDE PLANNING & RESEARCH FUND		X	Y	PENDING	60,000
62	015	Executive	AJCYZ03066 IPHCA CENSUS GRANT (SUB RECIPIENT)	n/a	n/a	Y	ACTIVE	101,500
72	015	Executive	LOCAL CORONAVIRUS URGENT REMEDIATION EMERGENCY (CURES) SUPPORT PROG		X	N	ACTIVE	3,140,263
74	017	Information Technology	20-203215 FIBER OPTIC NETWORK EXPANSION	X		Y	ACTIVE	800,000
52	050	Planning & Sustainability	20-1009-12795 TRANSPORTATION PLANNING ACTIVITIES (DUATS)		X	Y	ACTIVE	279,297
53	050	Planning & Sustainability	20-1009-12795 TRANSPORTATION PLANNING ACTIVITIES (DUATS)	X		Y	ACTIVE	69,824
70	050	Planning & Sustainability	21-Pending TRANSPORTATION PLANNING ACTIVITIES (DUATS)		X	Y	PENDING	286,839
71	050	Planning & Sustainability	21-Pending TRANSPORTATION PLANNING ACTIVITIES (DUATS)	X		Y	PENDING	71,710
C2016	054	Neighborhood Outreach	B-16-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)		X	Y	ACTIVE	1,268,061
C2017	054	Neighborhood Outreach	B-17-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)		X	Y	ACTIVE	1,262,045
C2018	054	Neighborhood Outreach	B-18-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)		X	Y	ACTIVE	1,378,744
C2019	054	Neighborhood Outreach	B-19-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)		X	Y	ACTIVE	554,004
CCV19	054	Neighborhood Outreach	B-20-MW-17-0008 CDBG CARES ACT ALLOCATION		X	N	ACTIVE	834,287
H2016	054	Neighborhood Outreach	M-16-MC-17-0203 HOME INVESTMENT PARTNERSHIP		X	Y	ACTIVE	327,118
H2017	054	Neighborhood Outreach	M-17-MC-17-0203 HOME INVESTMENT PARTNERSHIP		X	Y	ACTIVE	330,899
H2018	054	Neighborhood Outreach	M-18-MC-17-0008 HOME INVESTMENT PARTNERSHIP		X	Y	ACTIVE	444,741
H2019	054	Neighborhood Outreach	M-19-MC-17-0203 HOME INVESTMENT PARTNERSHIP		X	Y	ACTIVE	260,556
68	054	Neighborhood Outreach	SINGLE FAMILY LOAN PROGRAM	X		N	ACTIVE	470,000
J2020	065	Police	2020-VD-BX-0262 JUSTICE ASSISTANCE GRANT		X	N	ACTIVE	29,430
49	065	Police	AP-20-0069 STEP		X	Y	ACTIVE	125,742
63	065	Police	HS-21-00087, 04-02 2020 STEP		X	Y	ACTIVE	105,678
44	065	Police	2018 BULLETPROOF VEST PARTNERSHIP (BVP)		X	Y	ACTIVE	28,400
54	065	Police	2019 BULLETPROOF VEST PARTNERSHIP (BVP)		X	Y	ACTIVE	15,099
66	065	Police	2020-VD-BX-0262 CORONAVIRUS (CARES) EMERGENCY SUPPLEMENTAL FUNDING		X	N	ACTIVE	99,423
59	070	Fire	EMW-2018-FO-05460 ASSISTANCE TO FIREFIGHTERS GRANT		X	Y	ACTIVE	80,932
69	070	Fire	EMW-2019-FG-04351 ASSISTANCE TO FIREFIGHTERS GRANT		X	Y	ACTIVE	271,091
09334	082	Public Works	R-97-007-17 ILLINOIS JOBS NOW; BRUSH COLLEGE RD EXPENSION R-O-W	X		Y	ACTIVE	2,006,014
09335	082	Public Works	IL COMPETITIVE FREIGHT PROGRAM-BRUSH COLLEGE/FAIRES PKWY GRADE SEP		X	N	ACTIVE	25,000,000
09336	082	Public Works	6WGY(165)-RAILROAD GRADE CROSSING PROTECTION FND GCPF BRUSH COLLEGE	X		N	ACTIVE	12,000,000
1406	082	Public Works	15-203002 IL DCEO (MIDWEST INLAND PORT TRANSPORTATION STUDY)	X		N	ON HOLD	250,000
1507	082	Public Works	IEPA L17-5329 WATER POLLUTION CONTROL-7TH WARD SEWER		X	Y	ACTIVE	9,203,831
1706	082	Public Works	CONTRIBUTED CAPITAL-MOUND ROAD/STEVENS CREEK WEST & MIDDLE BRIDGES		X	N	ACTIVE	2,000,000
1722	082	Public Works	IEPA L17-5498 WATER POLLUTION CONTROL-MCKINLEY SEWER		X	Y	ACTIVE	5,911,143
1805	082	Public Works	CONTRIBUTED CAPITAL-TAYLOR RD BRIDGE OVER WARD BRANCH		X	Y	ACTIVE	800,000
L2020	350	Library	FY2020 IL PUBLIC LIBRARY PER CAPITA GRANT	X		Y	PENDING	
61	350	Library	20-3031-PNG PROJECT NEXT GENERATION		X	Y	ACTIVE	14,900
F16-1	700	Mass Transit	IL-2016-027-00 FY1 OPERATING ASSISTANCE/CAPITAL		X	Y	ACTIVE	1,651,807
F17-2	700	Mass Transit	IL-2017-029-02 FY17 REPLACEMENT OF CARPETING & BUS STOP IMPROVEMENTS		X	Y	ACTIVE	153,802
F20	700	Mass Transit	IL-2020-004-00 OPERATING ASSISTANCE		X	Y	ACTIVE	1,800,000
FC191	700	Mass Transit	IL-2019-010-00 BUS PROCUREMENT GRANT		X	N	ACTIVE	4,662,000
FC20	700	Mass Transit	IL-2020-010-01 PENDING FY20 CAPITAL		X	Y	ACTIVE	296,100
64	700	Mass Transit	IL-2020-022-01-00 CARES ACT GRANT - CAPITAL		X	N	ACTIVE	1,500,000
65	700	Mass Transit	IL-2020-022-02-00 CARES ACT GRANT - OPERATING		X	N	ACTIVE	3,000,000
S20	700	Mass Transit	OP-20-47-IL #5063 FY-2020 DOWNSTATE OPERATING ASSISTANCE GRANT	X		Y	ACTIVE	12,162,700
S21	700	Mass Transit	OP-21-47-IL #pend FY-2021 DOWNSTATE OPERATING ASSISTANCE GRANT	X		Y	SUBMITTED	13,379,000
SC14	700	Mass Transit	CAP-14-1034-ILL #4464 CAPITAL GRANT	X		Y	ACTIVE	3,000,000
SC20	700	Mass Transit	CAP-20-xxxx-ILL #pend CAPITAL GRANT	X		Y	SUBMITTED	1,140,000
50	700	Mass Transit	TS-18-317, DECATUR COMPREHENSIVE OPERATIONS ANALYSIS		X	Y	ACTIVE	60,000
51	700	Mass Transit	TS-18-317, DECATUR COMPREHENSIVE OPERATIONS ANALYSIS	X		Y	ACTIVE	15,000
73	803	Public Works Water	SECTION 319(H)-NONPOINT POLLUTION CONTROL FINANCIAL ASSISTANCE		X	N	SUBMITTED	150,000

Bold print indicates information updated from previous month's report

Total	112,851,980
Active	97,514,431

City of Decatur **March 2021**

City Treasurer's Financial Report

Expenditure Tracking

Div		Fund	Month of Fiscal Year 1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Original Budget	Revised Budget	YTD % of Budget
General Government																		
010	LEGISLATIVE	10	2,468	2,530	2,462	-	-	-	-	-	-	-	-	-	7,459	61,512	61,512	12%
015	EXECUTIVE	10	57,487	50,092	50,625	-	-	-	-	-	-	-	-	-	158,205	677,425	677,425	23%
016	HUMAN RESOURCES	10	39,245	40,261	38,854	-	-	-	-	-	-	-	-	-	118,360	573,079	573,079	21%
017	INFORMATION TECHNOLOGIES	10	187,045	84,113	151,462	-	-	-	-	-	-	-	-	-	422,620	1,861,444	1,861,444	23%
018	CITY CLERK	10	708	263	200	-	-	-	-	-	-	-	-	-	1,171	11,130	11,130	11%
020	LEGAL	10	74,674	74,053	74,758	-	-	-	-	-	-	-	-	-	223,485	935,916	935,916	24%
035	FINANCE	10	110,216	120,879	143,337	-	-	-	-	-	-	-	-	-	374,432	1,555,035	1,555,035	24%
037	PURCHASING	10	16,634	20,497	16,390	-	-	-	-	-	-	-	-	-	53,521	237,688	237,688	23%
038	CIVIC CENTER	10	24,508	16,750	11,704	-	-	-	-	-	-	-	-	-	52,962	222,934	222,934	24%
039	CITY GENERAL ADMINISTATIVE	10	367	287,477	116,300	-	-	-	-	-	-	-	-	-	404,144	2,948,187	2,948,187	14%
	Sub Total		513,353	696,916	606,091	-	-	-	-	-	-	-	-	-	1,816,359	9,084,350	9,084,350	20%
Community & Economic Development Services																		
050	PLANNING & SUSTAINABILITY	10	52,199	42,578	43,354	-	-	-	-	-	-	-	-	-	138,130	684,523	684,523	20%
052	BUILDING INSPECTIONS	10	49,449	43,298	49,894	-	-	-	-	-	-	-	-	-	142,641	716,241	716,241	20%
053	NEIGHBORHOOD INSPECTIONS	10	53,740	48,731	36,435	-	-	-	-	-	-	-	-	-	138,906	1,151,447	1,151,447	12%
054	REVITALIZATION & HOUSING	10	27,626	26,372	27,044	-	-	-	-	-	-	-	-	-	81,042	487,716	487,716	17%
055	ECONOMIC DEVELOPMENT	10	5,612	75,157	5,000	-	-	-	-	-	-	-	-	-	85,769	585,800	585,800	15%
	Sub Total		188,625	236,136	161,726	-	-	-	-	-	-	-	-	-	586,488	3,625,727	3,625,727	16%
Public Safety																		
065	POLICE	10	2,003,842	1,617,404	1,646,848	-	-	-	-	-	-	-	-	-	5,268,094	28,123,700	28,123,700	19%
070	FIRE	10	1,107,039	1,048,533	1,016,184	-	-	-	-	-	-	-	-	-	3,171,756	20,444,974	20,444,974	16%
	Sub Total		3,110,881	2,665,937	2,663,031	-	-	-	-	-	-	-	-	-	8,439,849	48,568,674	48,568,674	17%
Public Works																		
080	PUBLIC WORKS ADMIN	10	155,205	49,376	24,727	-	-	-	-	-	-	-	-	-	229,308	571,063	571,063	40%
082	ENGINEERING	10	74,191	70,959	72,949	-	-	-	-	-	-	-	-	-	218,099	1,374,109	1,374,109	16%
083	MUNICIPAL SERVICES	10	373,387	358,639	336,913	-	-	-	-	-	-	-	-	-	1,068,938	4,885,782	4,885,782	22%
084	STREETS	10	56,761	82,890	89,062	-	-	-	-	-	-	-	-	-	228,713	1,059,245	1,059,245	22%
086	TRAFFIC & PARKING	10	90,062	84,902	10,804	-	-	-	-	-	-	-	-	-	185,768	1,400,907	1,400,907	13%
088	URBAN FORESTRY	10	30,831	29,371	39,418	-	-	-	-	-	-	-	-	-	99,620	630,143	630,143	16%
	Sub Total		780,436	676,138	573,871	-	-	-	-	-	-	-	-	-	2,030,445	9,921,249	9,921,249	20%
	General Fund Expenditure Total		4,593,295	4,275,127	4,004,720	-	-	-	-	-	-	-	-	-	12,873,141	71,200,000	71,200,000	18%
Community & Economic Development																		
17	HOME PROGRAM	17	34,687	7,555	45,257	-	-	-	-	-	-	-	-	-	87,500	1,025,000	1,025,000	9%
18	CDBG PROGRAM	18	29,584	109,158	161,757	-	-	-	-	-	-	-	-	-	300,499	3,585,547	3,585,547	8%
22	DUATS	22	9,117	7,266	121,426	-	-	-	-	-	-	-	-	-	137,809	358,161	358,161	38%
70	PUBLIC TRANSIT	70	600,752	1,976,791	1,149,081	-	-	-	-	-	-	-	-	-	3,726,623	12,632,457	12,632,457	30%
82	DCDF	82	437	2,985	312	-	-	-	-	-	-	-	-	-	3,735	140,376	140,376	3%
84	COMMUNITY REVITALIZATION	84	-	350	20,413	-	-	-	-	-	-	-	-	-	20,763	1,610,355	1,610,355	1%
88	RECYCLING	88	61,495	48,933	57,145	-	-	-	-	-	-	-	-	-	167,573	657,260	657,260	25%
	Sub Total		736,073	2,153,039	1,555,390	-	-	-	-	-	-	-	-	-	4,444,502	20,009,156	20,009,156	22%
Redevelopment & TIF																		
19	OLDE TOWNE TIF	19	-	-	-	-	-	-	-	-	-	-	-	-	-	917,225	917,225	0%
20	SE PLAZA TIF	20	-	-	-	-	-	-	-	-	-	-	-	-	-	308,498	308,498	0%
21	WABASH CROSSING TIF	21	-	-	-	-	-	-	-	-	-	-	-	-	-	796,000	796,000	0%
23	EASTGATE TIF	23	-	-	-	-	-	-	-	-	-	-	-	-	-	543,200	543,200	0%
24	SOUTHSIDE TIF	24	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
28	PINES SHOPPING CENTER TIF	28	-	-	-	-	-	-	-	-	-	-	-	-	-	104,223	104,223	0%
29	GRAND & OAKLAND TIF	29	-	-	-	-	-	-	-	-	-	-	-	-	-	190,247	190,247	0%
	Sub Total		-	-	-	-	-	-	-	-	-	-	-	-	-	2,859,393	2,859,393	0%

City of Decatur **March 2021**

City Treasurer's Financial Report

Expenditure Tracking

Div	Fund	Month of Fiscal Year 1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Original Budget	Revised Budget	YTD % of Budget
Public Safety																	
25 STATE DRUG ACTIVITIES	25	2,667	15,856	6,208	-	-	-	-	-	-	-	-	-	24,730	229,520	229,520	11%
26 DUI COURT FINES	26	37,663	24,668	12,178	-	-	-	-	-	-	-	-	-	74,508	131,000	131,000	57%
27 POLICE PROGRAMS/LAB	27	-	784	-	-	-	-	-	-	-	-	-	-	784	25,000	25,000	3%
30 FEDERAL DRUG ENFORCEMENT	30	-	-	-	-	-	-	-	-	-	-	-	-	-	175,000	175,000	0%
37 FOREIGN FIRE INSURANCE	37	6,604	3,206	7,899	-	-	-	-	-	-	-	-	-	17,710	145,500	145,500	12%
Sub Total		46,934	44,514	26,284	-	-	-	-	-	-	-	-	-	117,732	706,020	706,020	17%
Debt Service																	
50 DEBT SERVICE PAYMENTS	50	-	1,275,406	485	-	-	-	-	-	-	-	-	-	1,275,891	2,494,562	2,494,562	51%
Sub Total		-	1,275,406	485	-	-	-	-	-	-	-	-	-	1,275,891	2,494,562	2,494,562	51%
Public Works														-			
42 LOCAL MFT PROJECTS	42	12,472	605,344	308,603	-	-	-	-	-	-	-	-	-	926,419	2,163,136	2,163,136	43%
44 2018 PROJECT FUND	44	306,673	9,792	422,280	-	-	-	-	-	-	-	-	-	738,745	5,529,215	5,529,215	13%
45 CAPITAL PROJECTS	45	5,000	5,000	5,000	-	-	-	-	-	-	-	-	-	15,000	30,000	30,000	50%
46 STATE MFT PROJECTS	46	109,667	688,411	327,923	-	-	-	-	-	-	-	-	-	1,126,000	15,841,758	15,841,758	7%
60 FLEET OPERATIONS	60	138,802	229,689	215,873	-	-	-	-	-	-	-	-	-	584,364	2,960,652	2,960,652	20%
61 EQUIPMENT REPLACEMENT	61	1,815	1,160,059	3,629	-	-	-	-	-	-	-	-	-	1,165,503	1,015,232	1,015,232	115%
78 STORM WATER PROJECTS	78	68,153	279,137	104,045	-	-	-	-	-	-	-	-	-	451,335	2,426,028	2,426,028	19%
79 SEWER PROJECTS	79	552,106	719,622	691,891	-	-	-	-	-	-	-	-	-	1,963,619	11,073,343	11,073,343	18%
Sub Total		1,194,688	3,697,054	2,079,244	-	-	-	-	-	-	-	-	-	6,970,986	41,039,364	41,039,364	17%
Library																	
35 LIBRARY OPERATIONS	35	272,748	308,131	337,088	-	-	-	-	-	-	-	-	-	917,966	3,948,362	3,948,362	23%
58 LIBRARY CAPITAL PROJECTS	58	-	-	-	-	-	-	-	-	-	-	-	-	-	250,000	250,000	0%
59 LIBRARY TRUST FUNDS	59	2,394	4,238	2,978	-	-	-	-	-	-	-	-	-	9,609	108,000	108,000	9%
Sub Total		275,141	312,369	340,065	-	-	-	-	-	-	-	-	-	927,576	4,306,362	4,306,362	22%
Internal Service and Other																	
34 BUILDING FUND	34	34,840	34,934	30,720	-	-	-	-	-	-	-	-	-	100,494	515,820	515,820	19%
36 BAND	36	590	1,794	223	-	-	-	-	-	-	-	-	-	2,607	96,556	96,556	3%
40 PEG CAPITAL PROGRAMMING	40	2,545	3,345	2,545	-	-	-	-	-	-	-	-	-	8,435	72,100	72,100	12%
64 RISK MANAGEMENT	64	94,909	80,927	326,476	-	-	-	-	-	-	-	-	-	502,311	2,956,808	2,956,808	17%
65 BENEFIT INSURANCE	65	1,147,116	780,944	920,836	-	-	-	-	-	-	-	-	-	2,848,896	11,820,728	11,820,728	24%
77 FIBER OPTICS	77	5,500	3,000	6,306	-	-	-	-	-	-	-	-	-	14,806	861,000	861,000	2%
85 GRANT FUND -COVID SPEND	85	768,776	46,505	1,708,438	-	-	-	-	-	-	-	-	-	2,523,720	3,028,500	3,028,500	83%
Sub Total		2,054,276	951,449	2,995,544	-	-	-	-	-	-	-	-	-	6,001,269	19,351,512	19,351,512	31%
Water Utility																	
80 WATER UTILITY	80	1,210,879	8,470,640	1,109,447	-	-	-	-	-	-	-	-	-	10,790,966	31,181,812	31,181,812	35%
81 WATER CAPITAL	81	17,980	103,491	124,390	-	-	-	-	-	-	-	-	-	245,861	16,362,331	16,362,331	2%
89 WATER BONDS	89	-	-	-	-	-	-	-	-	-	-	-	-	-	217,329	217,329	0%
Sub Total		1,228,860	8,574,131	1,233,837	-	-	-	-	-	-	-	-	-	11,036,827	47,761,472	47,761,472	23%
Fudiciary Trust & Agency																	
90 FIRE PENSION	90	769,522	804,262	769,834	-	-	-	-	-	-	-	-	-	2,343,618	10,128,792	10,128,792	23%
91 POLICE PENSION	91	754,722	811,131	790,201	-	-	-	-	-	-	-	-	-	2,356,054	10,113,348	10,113,348	23%
Sub Total		1,524,243	1,615,394	1,560,034	-	-	-	-	-	-	-	-	-	4,699,672	20,242,140	20,242,140	23%
Grand Total Expenditures		11,653,509	22,898,483	13,795,603	-	-	-	-	-	-	-	-	-	48,347,595	229,969,981	229,969,981	21%

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

Month of: **March 2021**

home

	US$ (whole)	Current Month Actual	Current Month Budget	O(U) Budget	Prior Year Actual	O(U) Prior Year	Current YTD Actual	Current YTD Budget	O(U) Budget	Prior YTD Actual	O(U) Prior Year
Revenue											
	Water Sales	2,476,584	2,366,000	110,584	2,314,542	162,042	7,198,252	7,159,000	39,252	7,062,227	136,025
	UCS Billing Reimb	19,266	44,266	(25,000)	42,835	(23,569)	57,798	132,798	(75,000)	130,906	(73,108)
	Tapping Fees	1,244	-	1,244	40	1,204	4,804	-	4,804	191	4,613
	Lake Licesnes / Permits	-	-	-	38	(38)	-	-	-	38	(38)
	Interest Income	-	5,000	(5,000)	3,393	(3,393)	-	5,000	(5,000)	8,322	(8,322)
	Other Income	40,920	15,000	25,920	27,616	13,304	195,305	15,000	180,305	44,130	151,175
	Total Revenue	2,538,014	2,430,266	107,748	2,388,464	149,550	7,456,158	7,311,798	144,360	7,245,814	210,344
Cost of Service											
801	Water Production	350,062	400,488	(50,426)	361,537	(11,475)	980,236	1,221,464	(241,228)	1,099,677	(119,441)
804	Water Services	262,247	285,361	(23,114)	292,676	(30,429)	737,659	856,083	(118,424)	831,023	(93,364)
	Total Cost of Service	612,309	685,849	(73,540)	654,213	(41,904)	1,717,895	2,077,547	(359,652)	1,930,700	(212,805)
	% of Revenue	24.1%	28.2%		27.4%		23.0%	28.4%		26.6%	
Water Gross Margin		1,925,705	1,744,417	181,288	1,734,251	191,454	5,738,263	5,234,251	504,012	5,315,114	423,149
	% of Revenue	75.9%	71.8%		72.6%		77.0%	71.6%		73.4%	
Operating Expense											
802	Lake Management	51,397	112,800	(61,403)	62,128	(10,731)	176,212	338,200	(161,988)	248,354	(72,142)
803	Water Administration	349,379	354,446	(5,067)	346,397	2,982	1,047,488	1,063,338	(15,850)	1,010,513	36,975
805	Customer Service	95,912	85,679	10,233	101,834	(5,922)	266,856	257,037	9,819	258,133	8,723
	Total Operating Expense	496,688	552,925	(56,237)	510,359	(13,671)	1,490,555	1,658,575	(168,020)	1,517,000	(26,445)
	% of Revenue	19.6%	22.8%		21.4%		20.0%	22.7%		20.9%	
Margin Before Debt Service		1,429,017	1,191,492	237,525	1,223,892	205,125	4,247,708	3,575,676	672,032	3,798,114	449,594
	% of Revenue	56.3%	49.0%		51.2%		57.0%	48.9%		52.4%	
Debt Service											
808	GO Bond Debt	450	-	450	450	-	6,646,409	6,645,485	924	6,539,859	106,550
	IEPA - Nitrate Facility	-	-	-	-	-	-	-	-	-	-
80B	IEPA - Water Tower	-	-	-	-	-	180,840	180,840	0	180,840	0
80C	JCI - Auto Water Meter	-	-	-	-	-	755,266	755,266	(0)	331,436	423,830
	Total Debt Service	450	-	450	450	-	7,582,515	7,581,591	924	7,052,135	530,380
	% of Revenue	0.0%	0.0%		0.0%		101.7%	103.7%		97.3%	
Operating Income		1,428,567	1,191,492	237,075	1,223,442	205,125	(3,334,808)	(4,005,915)	671,107	(3,254,021)	(80,787)
	% of Revenue	56.3%	49.0%		51.2%		-44.7%	-54.8%		-44.9%	
Transfer to Capital											
	CapEx Funding	-	-	-	-	-	-	-	-	-	-
Income after Capital Transfer		1,428,567	1,191,492	237,075	1,223,442	205,125	(3,334,808)	(4,005,915)	671,107	(3,254,021)	(80,787)
	% of Revenue	56.3%	49.0%		51.2%		-44.7%	-54.8%		-44.9%	

Balance Sheet Items (Operating Fund)		
Cash	1,826,521	1,635,164
Interfund AR	-	-
Investments	-	-
Total Cash & Investments	1,826,521	1,635,164
Accounts Receivable	-	2,529,421

Prepared By: *Office of the City Treasurer*

City of Decatur **Month of:** ***March 2021***

Water Utility Financial Report

Capital Fund Statement of Revenue and Expense

home

	Current Month Actual	Current YTD Actual	Current YTD Budget	O(U) Budget	Full Year Budget	Comments	
Revenue							
CapEx Funding	-	-	-	-	2,100,000	*CapEx funding from Water Operating Fund*	
ADM Cost Share	-	-	1,000,000	(1,000,000)	1,000,000	*Actual ADM cost share*	
Other	4,279	4,279	-	4,279	7,900,000		
Total Revenue	4,279	4,279	1,000,000	(995,721)	11,000,000		
CapEx Project Spending							
Operating CapEx	21,591	105,596	50,000	55,596	213,331	*81808112*	*423700*
Professional Services	36,288	37,472	48,750	(11,278)	195,000	*81808118*	*428000*
Automotive Equipment	-	-	-	-	359,000		*451000*
Other Equipment	-	-	-	-	450,000		*452000*
System leak detection	-	-	-	-	35,000		*486300*
Water Main Replacement	-	-	-	-	5,377,000		*488800*
Water System Improvmnts	-	-	-	-	537,500		*497000*
SWTP Improvements	-	-	-	-	8,200,000		*499200*
Lake cap operating	66,027	100,549	125,000	(24,451)	510,500	*81808122*	*423700*
Lake cap land acq	-	-	-	-	100,000	*81808128*	*450100*
Lake cap additional water	484	2,244	-	2,244	385,000	*81808128*	*488900*
xxxx	-	-	-	-	-		
xxxx	-	-	-	-	-		
xxxx	-	-	-	-	-		
Total CapEx Spending	124,390	245,861	223,750	22,111	16,362,331		
Surplus (Deficit)	(120,111)	(241,582)	776,250		(5,362,331)		

Capital Fund Cash Position

Cash at January 1, 2021	2,796,525		
		Cash Position Target at December 31, 2021	(2,565,806)
Current Cash Position	2,554,943		
Interfund AR	-	*Due to Water Capital fund from Capital Fund 45*	

Prepared By: *Office of the City Treasurer*

City of Decatur home **March 2021**

Water Utility Financial Report

Key Metrics

Current Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year	YTD Comparison
Water Bill Count														
Original Bills														
Residential	25,059	23,515	29,744										78,318	
Industrial	32	32	32										96	
Commercial	2,543	2,364	2,981										7,888	
Total	27,634	25,911	32,757	-	-	-	-	-	-	-	-	-	86,302	98.6%
Delinquent Bills														
Residential	-												-	
Industrial	-												-	
Commercial	-												-	
Total	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%
Total Bill Count	27,634	25,911	32,757	-	-	-	-	-	-	-	-	-	86,302	81.4%
Cubit Feet Consumption Billed														
Residential	10,767,334	9,925,623	11,990,776										32,683,733	98.8%
Industrial	42,014,828	44,147,266	38,456,220										124,618,314	102.6%
Commercial	9,042,082	8,539,316	9,981,824										27,563,222	95.1%
Total	61,824,244	62,612,205	60,428,820	-	-	-	-	-	-	-	-	-	184,865,269	100.7%
Water Shut Offs	-	-	-										-	0.0%
Customer Service Telephone Calls	3,386	3,059	4,192										10,637	74.4%
Water Billed $														
Residential	$ 659,254	$ 610,827	$ 738,947										$ 2,009,028	100.7%
Industrial	$ 1,118,507	$ 1,166,364	$ 1,036,264										$ 3,321,135	103.6%
Commercial	$ 473,412	$ 445,098	$ 530,314										$ 1,448,823	98.5%
Total	$ 2,251,173	$ 2,222,290	$ 2,305,524	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,778,986	101.6%
Penalty $	$ -												$ -	0.0%
Total Billed	$ 2,251,173	$ 2,222,290	$ 2,305,524	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,778,986	101.2%
Water Gallonage Billed														
Gallons (000)	319,830	263,740	326,070										909,640	95.2%
$ Billed	$ 97,548	$ 80,441	$ 99,451										$ 277,440	95.5%
Water Billed vs Cash Receipts														
Billed $	$ 2,348,721	$ 2,302,730	$ 2,404,975	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,056,426	100.9%
Cash Revenue $	$ 2,387,168	$ 2,334,499	$ 2,476,584										$ 7,198,252	101.9%
% Cash to Billed	101.6%	101.4%	103.0%	-	-	-	-	-	-	-	-	-	102.0%	

Prior Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year
Water Bill Count													
Original Bills													
Residential	27,465	24,550	27,457	26,983	25,987	27,313	28,264	24,899	24,665	25,923	26,809	30,923	321,238
Industrial	32	32	32	32	32	32	32	32	32	32	32	32	384
Commercial	2,740	2,544	2,703	2,741	2,571	2,751	2,759	2,502	2,470	2,634	2,697	3,020	32,132
Total	30,237	27,126	30,192	29,756	28,590	30,096	31,055	27,433	27,167	28,589	29,538	33,975	353,754
Delinquent Bills													
Residential	8,038	6,813	2,918	-	-	-	7,657	7,391	7,553	1,517	-	-	41,887
Industrial	-	-	-	-	-	-	-	2	4	-	-	-	6
Commercial	369	254	84	-	-	-	354	350	398	47	-	-	1,856
Total	8,407	7,067	3,002	-	-	-	8,011	7,743	7,955	1,564	-	-	43,749
Total Bill Count	38,644	34,193	33,194	29,756	28,590	30,096	39,066	35,176	35,122	30,153	29,538	33,975	397,503
Cubit Feet Consumption Billed													
Residential	11,707,150	10,372,676	11,006,905	11,570,632	11,344,622	13,462,541	14,570,749	12,823,011	13,069,451	12,843,082	12,095,439	12,977,828	147,844,086
Industrial	40,279,029	41,245,674	39,936,974	40,084,847	39,100,450	40,520,032	41,592,307	42,378,285	44,305,970	43,390,309	42,794,122	41,077,431	496,705,430
Commercial	9,711,877	9,498,783	9,776,629	9,805,724	9,165,715	10,312,031	12,827,785	13,640,066	12,987,433	13,002,574	11,171,948	9,831,299	131,731,864
Total	61,698,056	61,117,133	60,720,508	61,461,203	59,610,787	64,294,604	68,990,841	-	70,362,854	69,235,965	66,061,509	63,886,558	776,281,380
Water Shut Offs	458	350	293	-	-	-	424	1,113	822	44	-	-	3,504
Customer Service Tphone Calls	5,497	4,608	4,192	4,230	3,928	4,323	5,181	5,970	5,417	4,787	3,419	3,678	55,230
Water Billed $													
Residential	$ 703,504	$ 624,756	$ 667,568	$ 694,615	$ 683,053	$ 805,721	$ 860,970	$ 756,041	$ 765,436	$ 765,544	$ 732,763	$ 797,554	$ 8,857,524
Industrial	$ 1,071,513	$ 1,094,639	$ 1,039,106	$ 1,041,534	$ 1,021,588	$ 1,079,706	$ 1,103,612	$ 1,123,935	$ 1,168,039	$ 1,144,632	$ 1,132,684	$ 1,093,755	$ 13,114,743
Commercial	$ 498,734	$ 476,749	$ 495,919	$ 496,529	$ 470,317	$ 531,365	$ 616,283	$ 628,235	$ 601,586	$ 618,346	$ 559,163	$ 527,343	$ 6,520,568
Total	$ 2,273,751	$ 2,196,143	$ 2,202,592	$ 2,232,677	$ 2,174,959	$ 2,416,791	$ 2,580,866	$ 2,508,212	$ 2,535,060	$ 2,528,523	$ 2,424,610	$ 2,418,651	$ 28,492,835
Penalty $	$ 12,927	$ 10,837	$ 4,533	$ -	$ -	$ -	$ 16,113	$ 14,390	$ 32,482	$ 2,740	$ -	$ -	$ 94,024
Total Billed	$ 2,286,678	$ 2,206,981	$ 2,207,125	$ 2,232,677	$ 2,174,959	$ 2,416,791	$ 2,596,979	$ 2,522,601	$ 2,567,543	$ 2,531,263	$ 2,424,610	$ 2,418,651	$ 28,586,859
Water Gallonage													
Gallons (000)	311,890	302,030	341,650	311,760	316,670	335,640	332,560	360,390	330,440	356,560	337,549	319,830	3,956,969
$ Billed	$ 94,815	$ 91,817	$ 103,862	$ 94,775	$ 96,268	$ 102,035	$ 101,098	$ 109,559	$ 100,454	$ 108,394	$ 102,777	$ 97,548	$ 1,203,401
Water Billed vs Cash Receipts													
Billed $	$ 2,381,493	$ 2,298,798	$ 2,310,987	$ 2,327,452	$ 2,271,227	$ 2,518,826	$ 2,698,078	$ 2,632,160	$ 2,667,996	$ 2,639,657	$ 2,527,387	$ 2,516,199	$ 29,790,260
Cash Revenue $	$ 2,414,571	$ 2,333,114	$ 2,314,542	$ 2,269,760	$ 2,215,974	$ 2,439,581	$ 2,655,815	$ 2,733,552	$ 2,745,872	$ 2,558,367	$ 2,521,924	$ 2,456,490	$ 29,659,562
% Cash to Billed	101.4%	101.5%	100.2%	97.5%	97.6%	96.9%	98.4%	103.9%	102.9%	96.9%	99.8%	97.6%	99.6%

City of Decatur **Period Ending: March 2021**

Treasurer's Financial Report

Headcount Staffing Level

	2021 Budget	Current Year Staffing Levels Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Prior Yr End
Full Time Staffing														
Executive	6	6	6	7	-	-	-	-	-	-	-	-	-	6
Finance	22	20	19	19	-	-	-	-	-	-	-	-	-	20
Human Resources	4	4	4	4	-	-	-	-	-	-	-	-	-	4
Information Technology	10	9	9	8	-	-	-	-	-	-	-	-	-	10
Corporation Counsel	7	7	7	7	-	-	-	-	-	-	-	-	-	7
Economic & Community Dev	21	19	18	18	-	-	-	-	-	-	-	-	-	19
Public Safety	268	262	262	265	-	-	-	-	-	-	-	-	-	261
Public Works	113	101	101	103	-	-	-	-	-	-	-	-	-	104
Total Full Time	451	428	426	431	-	-	-	-	-	-	-	-	-	431
Part Time Staffing														
Executive	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Legislative	7	7	7	7	-	-	-	-	-	-	-	-	-	7
Finance	-	-	-	2	-	-	-	-	-	-	-	-	-	-
Human Resources	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Information Technology	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Corporation Counsel	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Economic & Community Dev	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Public Safety	-	2	2	2	-	-	-	-	-	-	-	-	-	2
Public Works	-	2	2	2	-	-	-	-	-	-	-	-	-	2
Total Temporary	7	11	11	13	-	-	-	-	-	-	-	-	-	11
Total City Staff Headcount	458	439	437	444	-	-	-	-	-	-	-	-	-	442

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

Supplementary Statistics - Full Time Staffing

General Fund Only	390	371	369	372	-	-	-	-	-	-	-	-	-	373
Staffing Increase		3	-	5										33
Staffing Decrease		6	2	-										32
Turnover Rate - **Year to Date**		2%	1%	1%	-	-	-	-	-	-	-	-	-	9%
All Other Funds	61	57	57	59	-	-	-	-	-	-	-	-	-	58
Staffing Increase		-	-											4
Staffing Decrease		-	-											3
Turnover Rate - **Year to Date**		0%	0%	0%	-	-	-	-	-	-	-	-	-	5%

City of Decatur **Period Ending: March 2021**

Treasurer's Financial Report

Headcount Staffing Level

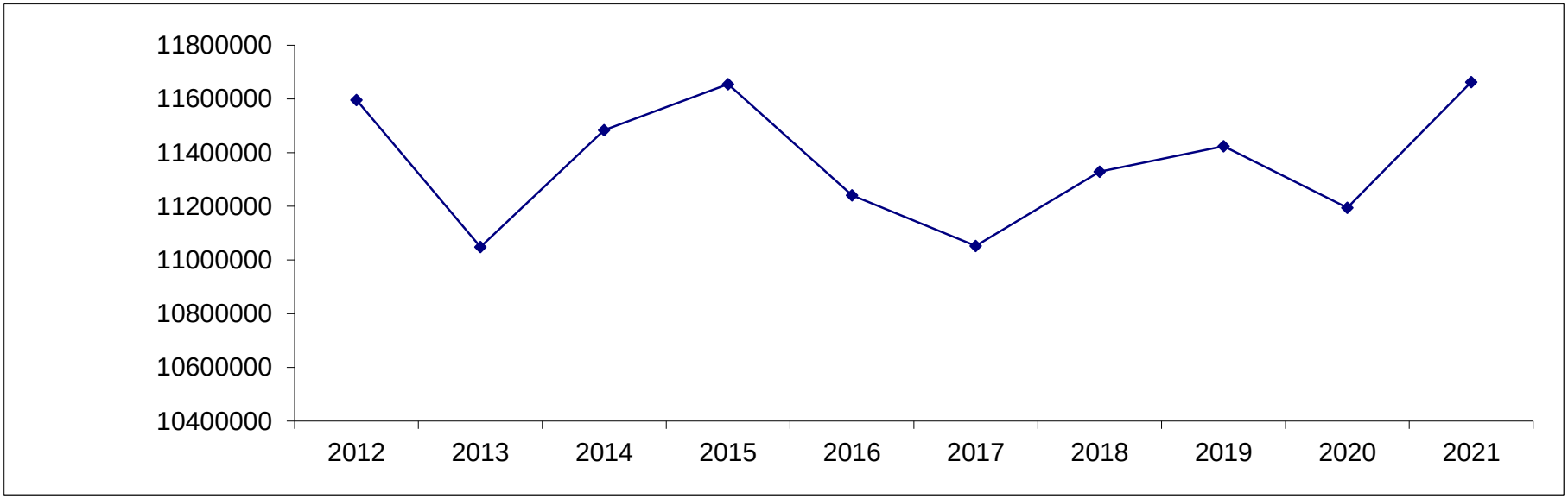
	2021	Current Year Staffing Levels												Prior
	Budget	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Yr End
Full Time Staff														
Executive														
Executive	3	3	3	3										3
City Clerk	1	1	1	1										1
Public Transit	2	2	2	3										2
Total	6	6	6	7	-	-	-	-	-	-	-	-	-	6
Financial Management														
Finance	13	11	10	10										11
Purchasing	2	2	2	2										2
Water Customer Service	7	7	7	7										7
Total	22	20	19	19	-	-	-	-	-	-	-	-	-	20
Human Resources	4	4	4	4										4
Information Technology	10	9	9	8										10
Corporation Legal Counsel	7	7	7	7										7
Economic & Community Devel														
Planning & Sustainability	6	5	5	5										5
Building Inspections	6	6	6	6										6
Neighborhood Inspection	5	5	4	4										5
Revitalization & Housing Serv	4	3	3	3										3
Total	21	19	18	18	-	-	-	-	-	-	-	-	-	19
Public Safety														
Fire	109	104	106	106										104
Police	159	158	156	159										157
Total	268	262	262	265	-	-	-	-	-	-	-	-	-	261
Public Works														
PW Administration	2	2	2	2										2
PW Engineering	12	9	9	9										9
PW Municipal Services	47	42	42	43										44
Fleet Maintenance	8	7	7	7										8
Water Production (Admin)	2	2	2	2										2
Water Production (Lake)	4	4	4	4										4
Water Production	15	14	14	15										14
Water Services	23	21	21	21										21
Total	113	101	101	103	-	-	-	-	-	-	-	-	-	104
Total City Staffing	451	428	426	431	-	-	-	-	-	-	-	-	-	431
General Fund staffing	390	371	369	372	-	-	-	-	-	-	-	-	-	373
Other Fund staffing	61	57	57	59	-	-	-	-	-	-	-	-	-	58
Total staffing	451	428	426	431	-	-	-	-	-	-	-	-	-	431

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

STATE SALES TAX

Home

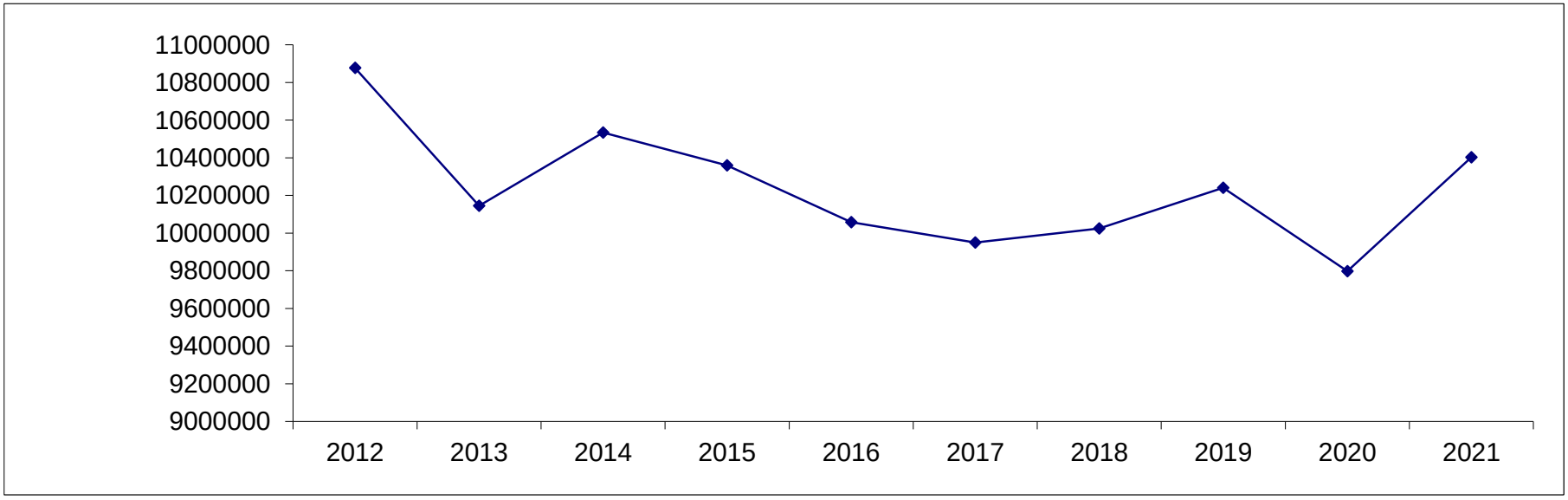
MONTH	2012 Actual	2013 Actual	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Year in Play	
JANUARY	939,211	918,325	938,684	963,009	946,811	902,833	882,653	984,872	984,354	936,318	A
FEBRUARY	935,641	880,247	914,587	941,678	904,631	899,838	917,921	935,303	955,006	882,140	A
MARCH	1,158,700	1,076,758	1,106,071	1,120,789	1,119,498	1,107,270	1,088,364	1,093,971	1,112,877	1,115,773	A
APRIL	871,624	856,724	825,291	857,417	824,458	789,769	840,607	801,923	850,408	909,469	A
MAY	986,897	884,323	868,465	877,404	867,538	837,972	819,180	845,440	849,934	850,000	B
JUNE	1,021,804	954,864	974,156	978,888	940,736	957,693	978,292	975,295	909,787	975,200	B
JULY	918,786	922,915	935,127	944,686	887,325	906,452	942,693	968,093	858,962	968,000	B
AUGUST	991,930	796,714	1,028,409	992,900	943,818	935,012	1,010,708	1,011,477	945,270	1,011,500	B
SEPTEMBER	951,845	948,422	979,712	1,006,626	994,684	953,644	978,357	930,277	972,693	972,700	B
OCTOBER	911,934	925,873	981,740	991,641	933,239	891,372	943,494	979,187	974,990	975,000	B
NOVEMBER	1,001,513	964,174	961,614	1,003,087	962,595	934,414	991,142	967,297	940,548	996,000	B
DECEMBER	906,055	919,141	969,684	976,633	916,175	935,863	935,419	930,430	967,339	1,012,000	B
TOTALS	**11,595,938**	**11,048,482**	**11,483,540**	**11,654,760**	**11,241,506**	**11,052,132**	**11,328,832**	**11,423,564**	**11,322,169**	**11,604,100**	
									Year in Play Budget	**11,663,000**	



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

LOCAL SALES TAX

MONTH	2012 Actual	2013 Actual	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Year in Play	
JANUARY	914,456	861,196	887,481	889,089	848,993	818,066	807,770	892,334	880,608	840,697	A
FEBRUARY	911,162	880,506	862,759	863,243	833,995	838,995	837,288	864,722	856,677	781,469	A
MARCH	1,088,443	1,012,286	1,022,997	1,000,115	1,036,321	995,383	959,353	963,236	960,429	992,288	A
APRIL	758,516	773,089	739,227	739,805	703,472	702,734	712,309	698,869	734,157	813,655	A
MAY	929,937	775,938	779,506	764,685	744,767	729,878	716,975	739,341	727,854	727,900	B
JUNE	942,726	853,033	865,335	832,374	840,488	855,602	852,317	858,115	765,429	858,100	B
JULY	864,230	846,702	864,489	833,551	791,839	814,658	807,532	860,421	735,614	860,400	B
AUGUST	927,747	619,512	957,423	906,467	867,107	877,154	909,719	920,833	834,535	920,800	B
SEPTEMBER	899,635	901,318	916,077	911,765	904,129	852,928	890,655	873,345	873,669	873,700	B
OCTOBER	838,868	860,182	882,079	875,986	822,711	779,788	836,215	868,200	865,615	865,600	B
NOVEMBER	902,358	897,029	884,609	882,605	854,078	835,747	866,834	875,836	819,660	971,700	B
DECEMBER	898,532	864,499	872,277	860,119	810,233	849,336	827,137	824,656	845,741	891,900	B
TOTALS	**10,876,609**	**10,145,292**	**10,534,258**	**10,359,805**	**10,058,133**	**9,950,270**	**10,024,104**	**10,239,908**	**9,899,988**	**10,398,209**	
									Year in Play Budget	**10,402,000**	

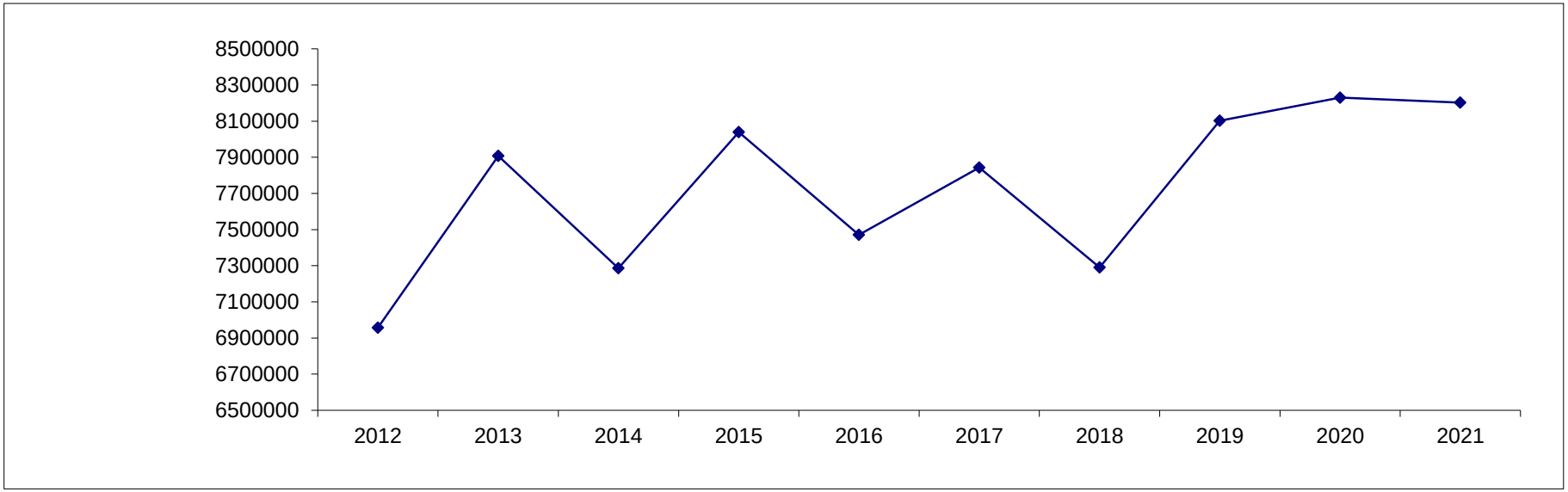


Schedule presents total State Sales Tax Revenue - revenue is recorded in General, Southeast TIF, Eastgate TIF, Pines TIF and Grand/Oakland TIF funds w/ TIF agreements

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

STATE INCOME TAX

MONTH	2012 Actual	2013 Actual	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Year in Play	
JANUARY	761,050	632,905	850,845	852,700	912,628	851,716	578,461	631,574	696,621	807,110	A
FEBRUARY	-	478,227	-	-	-	-	837,319	759,834	717,710	853,298	A
MARCH	619,124	394,663	699,395	620,094	751,474	1,411,585	420,941	457,518	533,688	588,089	A
APRIL	394,295	1,333,938	742,236	925,184	822,346	-	646,373	734,870	783,855	783,500	B
MAY	1,187,505	404,944	423,934	403,609	476,082	396,235	1,044,019	1,528,635	767,466	767,400	B
JUNE	424,269	703,157	741,339	824,784	1,774,951	764,129	482,298	477,387	475,376	475,300	B
JULY	658,753	1,298,806	1,150,541	1,364,531	-	1,547,903	652,113	713,920	754,878	754,900	B
AUGUST	956,491	441,258	428,542	566,667	496,310	698,009	478,694	511,760	1,032,080	1,032,000	B
SEPTEMBER	502,880	675,812	709,251	1,263,519	1,120,799	727,037	467,186	452,932	584,790	584,900	B
OCTOBER	645,769	419,882	818,347	-	-	599,068	726,093	808,115	846,827	846,800	B
NOVEMBER	405,227	409,627	-	441,918	450,551	450,852	522,953	527,420	572,208	519,200	B
DECEMBER	401,952	714,661	721,926	776,691	665,793	396,923	433,456	498,389	506,596	491,000	B
	13 ct-4 mo delay	13 ct-3 mo delay	13 ct-2 mo delay	12 ct-2 mo delay	12 ct-2 mo delay	12 ct-2 mo delay	14 ct-no delay				
TOTALS	**6,957,316**	**7,907,881**	**7,286,357**	**8,039,696**	**7,470,934**	**7,843,458**	**7,289,905**	**8,102,353**	**8,272,095**	**8,503,497**	
									Year in Play Budget	**8,203,000**	

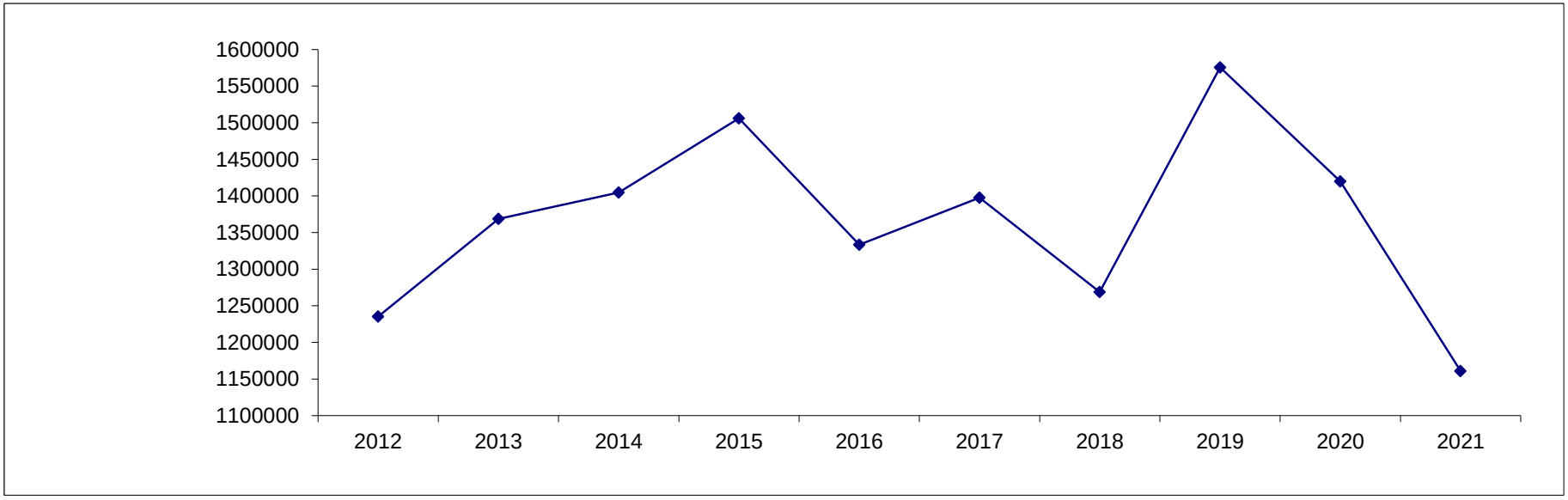


Schedule presents State LGDF distribution

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

PERSONAL PROPERTY REPLACEMENT TAX

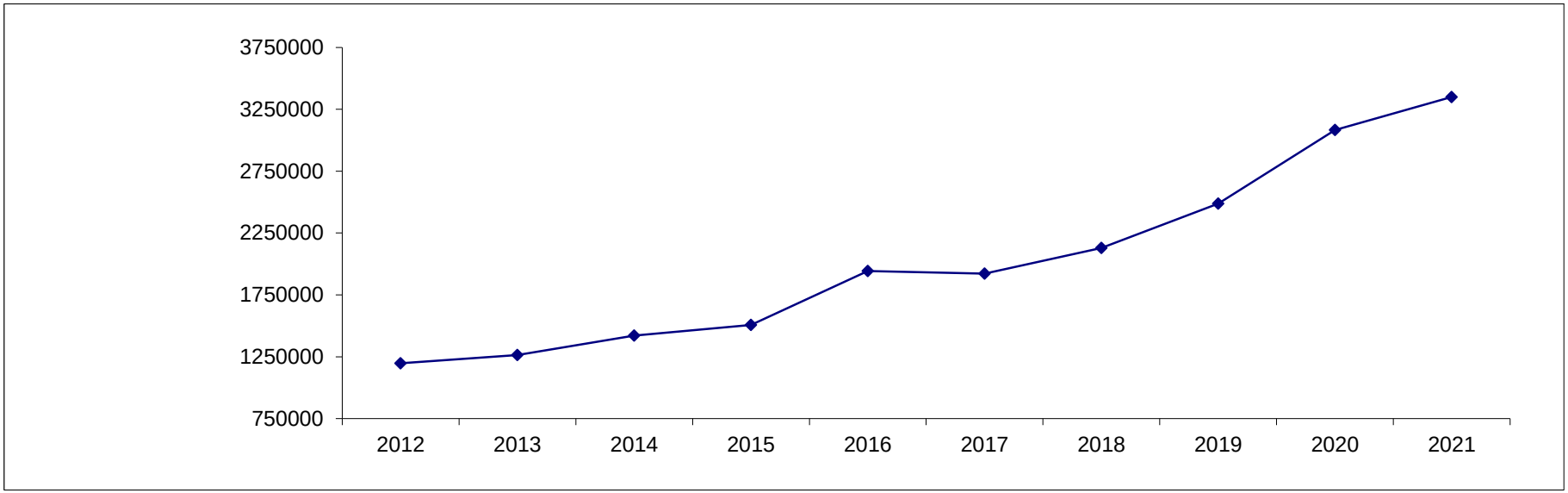
MONTH	2012 Actual	2013 Actual	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Year in Play	
JANUARY	180,082	185,383	233,315	202,878	195,051	217,463	143,616	153,006	226,930	238,599	A
FEBRUARY	1,565	1,605	2,024	717	-	-	-	-	-	-	A
MARCH	61,281	62,898	80,778	70,137	83,788	147,880	132,622	67,368	45,114	86,205	A
APRIL	276,320	303,821	309,261	364,335	271,921	352,780	260,085	301,619	311,508	402,800	A
MAY	187,031	265,561	227,806	293,618	219,695	227,189	269,213	365,884	199,155	169,700	B
JUNE	5,417	937	-	2,501	12,343	-	-	3,173	-	-	B
JULY	238,582	260,211	229,514	238,695	239,680	239,384	206,222	217,352	206,917	171,600	B
AUGUST	28,828	29,295	24,688	32,169	27,902	10,712	20,842	26,075	152,903	129,400	B
SEPTEMBER	3,931	-	6,877	2,356	4,554	-	-	-	-	-	B
OCTOBER	181,562	188,719	227,489	239,950	218,004	160,071	190,221	376,967	193,839	149,000	B
NOVEMBER	1,579	-	-	-	1,876	-	-	1,332	-	1,100	B
DECEMBER	69,220	70,395	63,058	58,604	58,514	42,179	46,033	62,824	50,168	50,100	B
TOTALS	**1,235,400**	**1,368,825**	**1,404,809**	**1,505,959**	**1,333,328**	**1,397,658**	**1,268,855**	**1,575,600**	**1,386,533**	**1,398,505**	
									Year in Play Budget	**1,161,000**	



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

LOCAL USE TAX

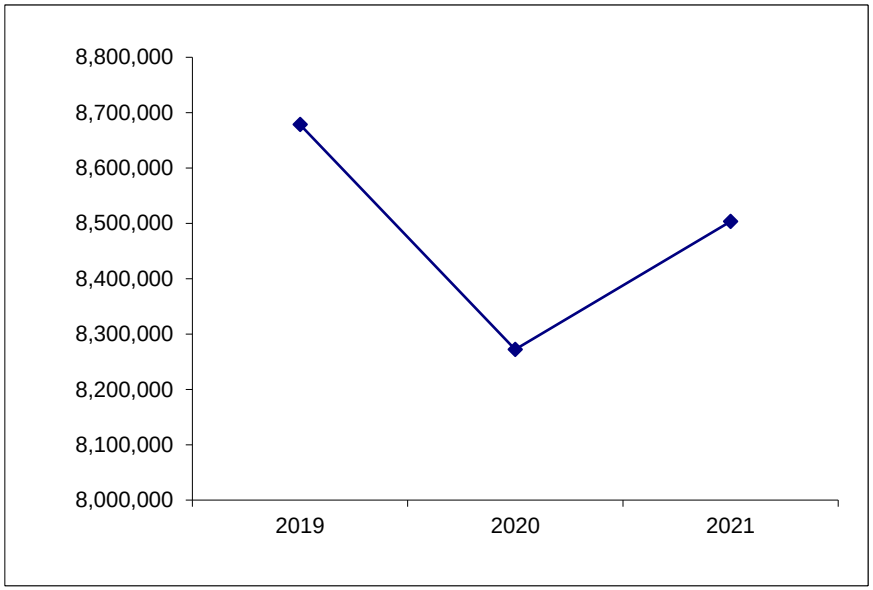
MONTH	2012 Actual	2013 Actual	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Year in Play	
JANUARY	89,854	98,119	115,740	136,569	295,435	159,854	166,257	205,607	244,618	301,148	A
FEBRUARY	90,475	103,364	108,961	129,837	146,086	155,199	192,590	227,498	229,171	320,911	A
MARCH	138,269	147,635	171,437	196,801	208,903	241,170	243,593	275,101	314,455	452,845	A
APRIL	88,358	102,769	90,904	69,628	128,350	139,319	145,000	159,583	217,745	238,400	B
MAY	98,119	76,976	89,241	135,902	130,832	131,114	149,116	183,842	189,224	207,200	B
JUNE	103,364	96,618	117,824	143,287	153,738	170,503	180,080	208,996	240,704	263,600	B
JULY	91,336	106,037	108,621	140,649	149,743	146,418	157,169	197,817	254,820	279,000	B
AUGUST	102,769	93,637	115,406	133,971	145,710	147,521	171,381	198,672	283,392	310,300	B
SEPTEMBER	86,379	124,363	128,816	-	164,340	156,033	183,541	201,970	286,103	313,300	B
OCTOBER	106,791	106,986	109,843	-	130,791	149,381	178,049	207,636	289,306	316,800	B
NOVEMBER	98,487	99,965	118,956	-	142,584	158,864	169,331	198,926	275,488	263,700	B
DECEMBER	102,979	107,849	144,341	419,237	146,571	167,420	194,248	222,795	287,411	295,400	B
TOTALS	**1,197,181**	**1,264,318**	**1,420,091**	**1,505,880**	**1,943,083**	**1,922,796**	**2,130,355**	**2,488,443**	**3,112,435**	**3,562,603**	
									Year in Play Budget	**3,350,000**	



Schedule presents State distribution of Use Tax.

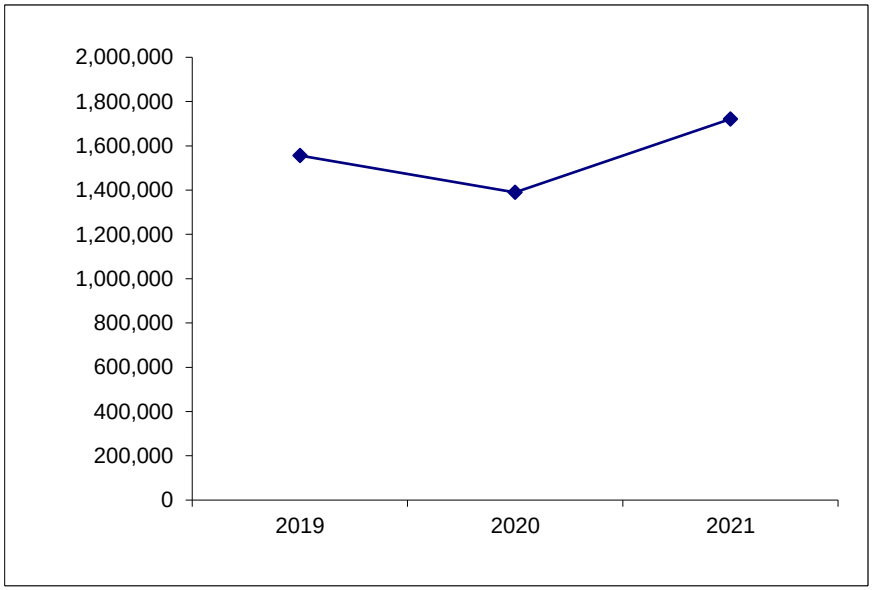
STATE INCOME TAX LGDF DISTRIBUTION

MONTH	2019 Actual	2020 Actual	2021 Year in Play	
JANUARY	631,574.05	696,620.69	807,110.23	A
FEBRUARY	759,834.38	717,709.93	853,297.99	A
MARCH	457,517.76	533,688.38	588,088.72	A
APRIL	734,869.77	783,854.82	783,500.00	B
MAY	1,528,634.61	767,465.56	767,400.00	B
JUNE	477,386.66	475,376.11	475,300.00	B
JULY	713,919.69	754,877.57	754,900.00	B
AUGUST	511,759.62	1,032,080.09	1,032,000.00	B
SEPTEMBER	452,932.41	584,790.36	584,900.00	B
OCTOBER	808,114.84	846,827.44	846,800.00	B
NOVEMBER	527,419.79	572,208.31	519,200.00	B
DECEMBER	498,388.97	506,596.00	491,000.00	B
TOTALS	**8,678,365.53**	**8,272,095.26**	**8,503,496.94**	
		Current Budget	**8,203,000.00**	
		Projected Amt Over (Under)	**300,496.94**	



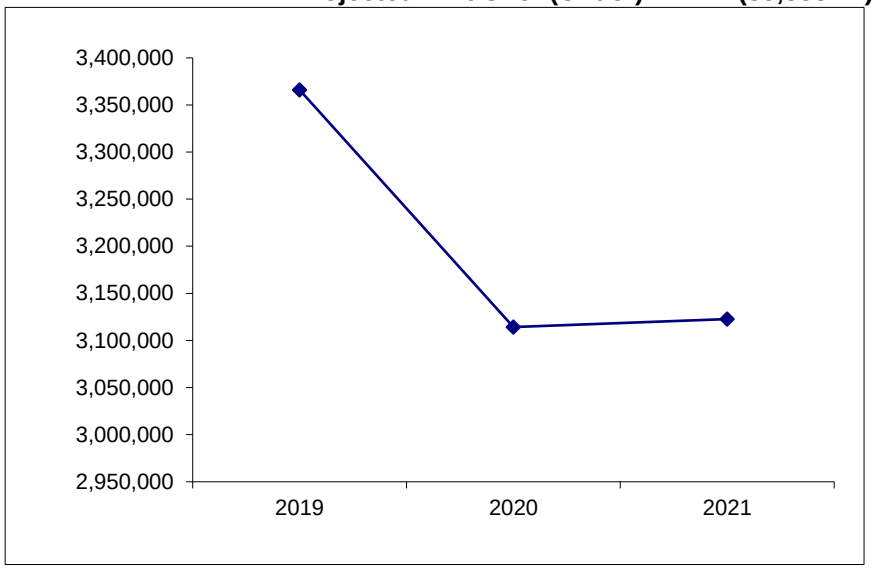
LOCAL TELEPHONE UTILITY TAX

MONTH	2019 Actual	2020 Actual	2021 Year in Play	
JANUARY	131,097.92	118,280.74	585,430.40	A
FEBRUARY	126,545.99	149,193.90	105,213.92	A
MARCH	132,658.65	123,430.43	97,810.33	A
APRIL	122,033.21	108,714.26	103,300.00	B
MAY	196,226.34	109,646.14	104,200.00	B
JUNE	124,244.24	111,749.44	106,200.00	B
JULY	119,318.01	111,966.70	106,400.00	B
AUGUST	130,876.05	110,397.66	104,900.00	B
SEPTEMBER	118,590.23	113,817.06	108,100.00	B
OCTOBER	118,666.69	115,280.29	109,500.00	B
NOVEMBER	122,438.19	111,618.32	98,800.00	B
DECEMBER	113,079.57	105,685.00	91,300.00	B
TOTALS	**1,555,775.09**	**1,389,779.94**	**1,721,154.65**	
		Current Budget	**1,304,000.00**	
		Projected Amt Over (Under)	**417,154.65**	



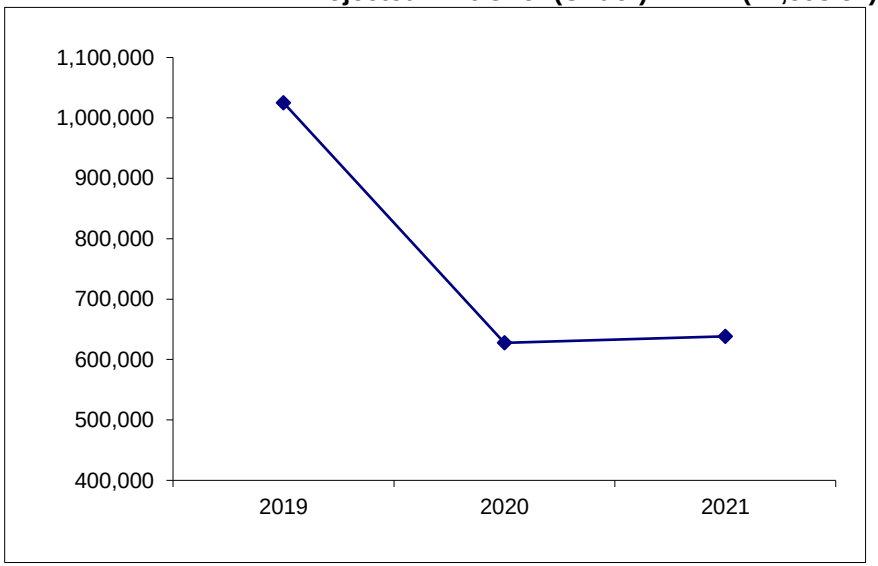
LOCAL FOOD & BEVERAGE TAX

MONTH	2019 Actual	2020 Actual	2021 Year in Play	
JANUARY	294,706.90	284,618.41	259,733.29	A
FEBRUARY	240,384.13	258,899.56	237,003.31	A
MARCH	252,281.45	244,618.91	251,709.68	A
APRIL	288,754.51	222,249.87	221,000.00	B
MAY	284,579.72	219,521.55	218,300.00	B
JUNE	298,383.41	270,571.86	269,100.00	B
JULY	295,849.03	290,434.41	288,800.00	B
AUGUST	276,904.83	294,209.81	292,600.00	B
SEPTEMBER	299,251.55	266,208.12	264,700.00	B
OCTOBER	280,242.30	262,691.19	261,200.00	B
NOVEMBER	278,898.03	272,129.94	278,600.00	B
DECEMBER	275,734.66	228,087.00	279,900.00	B
TOTALS	**3,365,970.52**	**3,114,240.63**	**3,122,646.28**	
		Current Budget	**3,158,000.00**	
		Projected Amt Over (Under)	**(35,353.72)**	



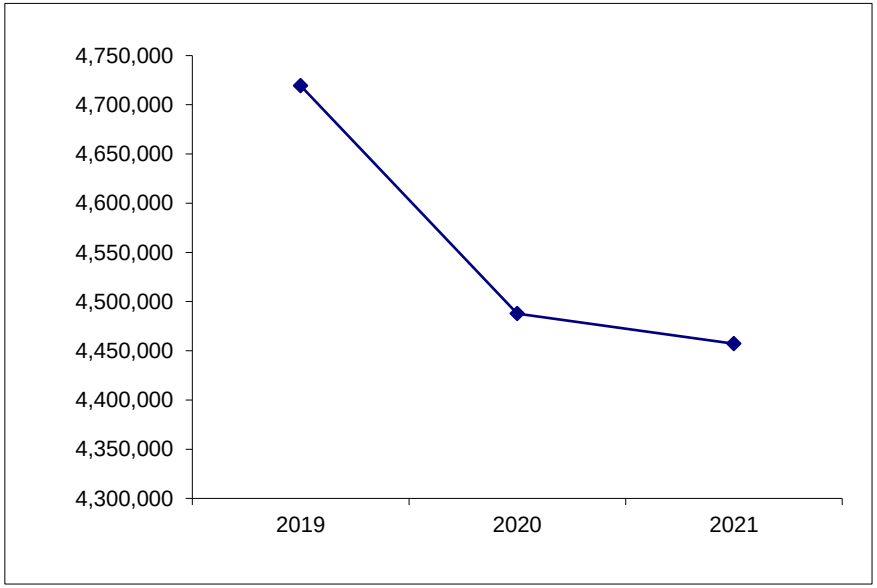
LOCAL HOTEL & MOTEL TAX

MONTH	2019 Actual	2020 Actual	2021 Year in Play	
JANUARY	64,313.97	47,544.23	45,696.20	A
FEBRUARY	61,319.56	60,918.66	38,937.93	A
MARCH	63,485.43	64,915.60	46,067.53	A
APRIL	74,250.77	47,821.92	43,000.00	B
MAY	83,140.95	36,988.83	33,300.00	B
JUNE	79,405.50	42,365.81	38,100.00	B
JULY	96,564.51	51,434.96	46,300.00	B
AUGUST	90,070.41	61,173.82	55,100.00	B
SEPTEMBER	146,062.89	58,199.26	131,500.00	B
OCTOBER	101,000.09	58,122.08	52,300.00	B
NOVEMBER	86,882.70	49,064.56	56,700.00	B
DECEMBER	78,697.75	49,070.00	51,400.00	B
TOTALS	**1,025,194.53**	**627,619.73**	**638,401.66**	
		Current Budget	**650,000.00**	
		Projected Amt Over (Under)	**(11,598.34)**	



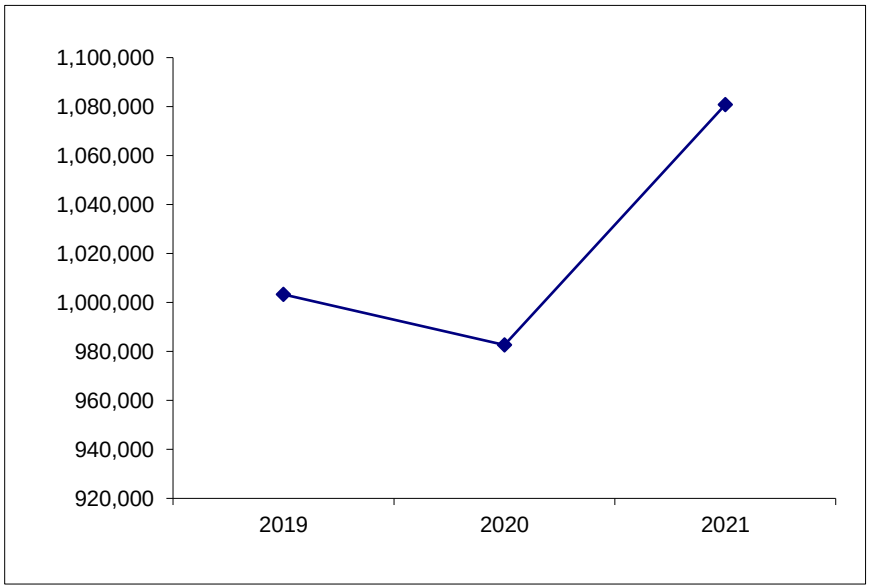
LOCAL UTILITY TAX (GAS & ELECTRIC)

MONTH	2019 Actual	2020 Actual	2021 Year in Play	
JANUARY	438,576.84	399,612.04	387,337.98	A
FEBRUARY	460,352.65	446,585.67	-	A
MARCH	474,658.04	423,748.02	964,354.86	A
APRIL	428,432.85	399,998.31	400,100.00	B
MAY	382,951.79	357,108.12	357,200.00	B
JUNE	337,615.83	308,307.22	308,400.00	B
JULY	395,280.45	332,110.55	332,200.00	B
AUGUST	352,256.43	362,044.68	362,200.00	B
SEPTEMBER	369,474.99	344,969.50	345,100.00	B
OCTOBER	378,627.06	349,840.80	350,000.00	B
NOVEMBER	343,270.07	315,112.97	318,300.00	B
DECEMBER	357,874.87	448,180.00	332,000.00	B
TOTALS	4,719,371.87	4,487,617.88	4,457,192.84	
		Current Budget	4,376,000.00	
		Projected Amt Over (Under)	81,192.84	



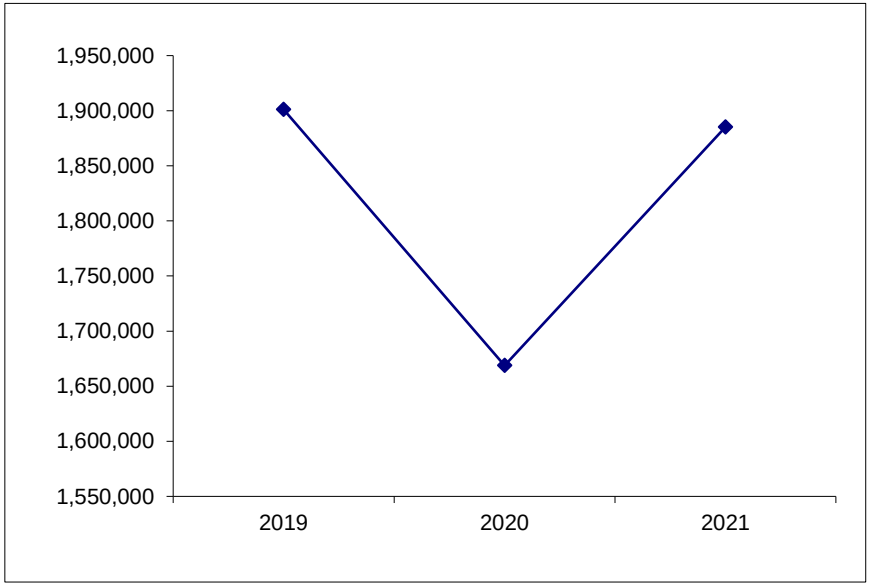
LOCAL CABLE TV TAX

MONTH	2019 Actual	2020 Actual	2021 Year in Play	
JANUARY	23,697.48	16,892.00	115,677.13	A
FEBRUARY	230,959.41	229,480.67	248,600.20	A
MARCH	(3,949.58)	-	-	A
APRIL	20,506.15	16,827.10	16,100.00	B
MAY	232,638.55	230,292.40	221,100.00	B
JUNE	-	-	-	B
JULY	19,025.90	16,588.40	15,900.00	B
AUGUST	231,423.76	226,172.09	217,100.00	B
SEPTEMBER	-	-	-	B
OCTOBER	-	15,602.80	15,000.00	B
NOVEMBER	248,930.35	230,798.56	231,300.00	B
DECEMBER	-	-	-	B
TOTALS	1,003,232.02	982,654.02	1,080,777.33	
		Current Budget	953,000.00	
		Projected Amt Over (Under)	127,777.33	



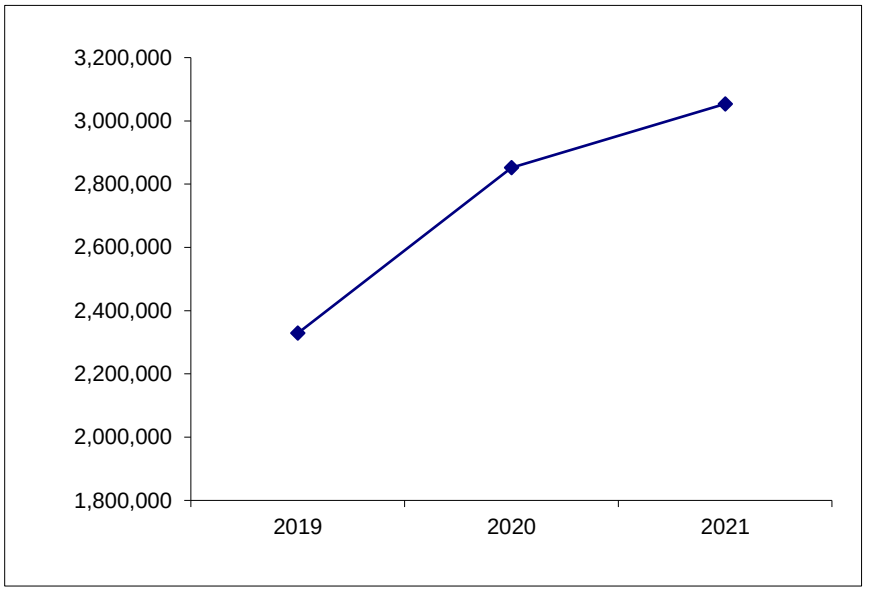
LOCAL MOTOR FUEL TAX

MONTH	2019 Actual	2020 Actual	2021 Year in Play	
JANUARY	159,147.06	153,946.96	137,972.89	A
FEBRUARY	152,188.41	145,620.25	116,173.97	A
MARCH	138,319.82	147,749.28	137,669.17	A
APRIL	151,298.12	127,255.87	155,700.00	B
MAY	157,917.70	102,883.50	162,500.00	B
JUNE	168,607.04	124,240.36	173,500.00	B
JULY	168,748.40	138,531.42	173,600.00	B
AUGUST	159,400.50	172,394.64	164,000.00	B
SEPTEMBER	172,356.13	145,245.60	177,400.00	B
OCTOBER	154,095.48	136,143.78	158,500.00	B
NOVEMBER	167,371.05	147,912.57	172,200.00	B
DECEMBER	151,637.75	126,825.00	156,000.00	B
TOTALS	**1,901,087.46**	**1,668,749.23**	**1,885,216.03**	
		Current Budget	**1,956,000.00**	
		Projected Amt Over (Under)	**(70,783.97)**	



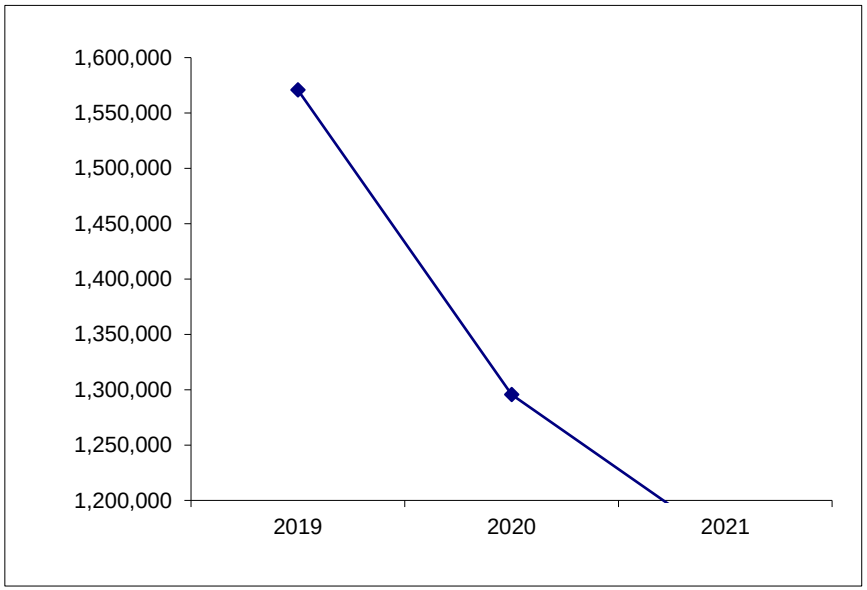
STATE MOTOR FUEL TAX

MONTH	2019 Actual	2020 Actual	2021 Year in Play	
JANUARY	165,334.41	334,151.36	252,696.07	A
FEBRUARY	165,152.12	236,781.25	220,266.14	A
MARCH	150,206.84	234,236.04	208,011.16	A
APRIL	143,644.07	242,487.39	242,700.00	B
MAY	168,492.75	225,767.98	284,700.00	B
JUNE	154,413.09	178,758.55	261,000.00	B
JULY	140,768.08	183,917.34	237,900.00	B
AUGUST	175,952.19	225,064.40	297,300.00	B
SEPTEMBER	253,135.80	262,628.63	236,100.00	B
OCTOBER	274,957.42	243,947.53	271,500.00	B
NOVEMBER	252,289.78	240,708.10	252,600.00	B
DECEMBER	284,087.42	243,187.00	288,900.00	B
TOTALS	**2,328,433.97**	**2,851,635.57**	**3,053,673.37**	
		Current Budget	**3,185,000.00**	
		Projected Amt Over (Under)	**(131,326.63)**	



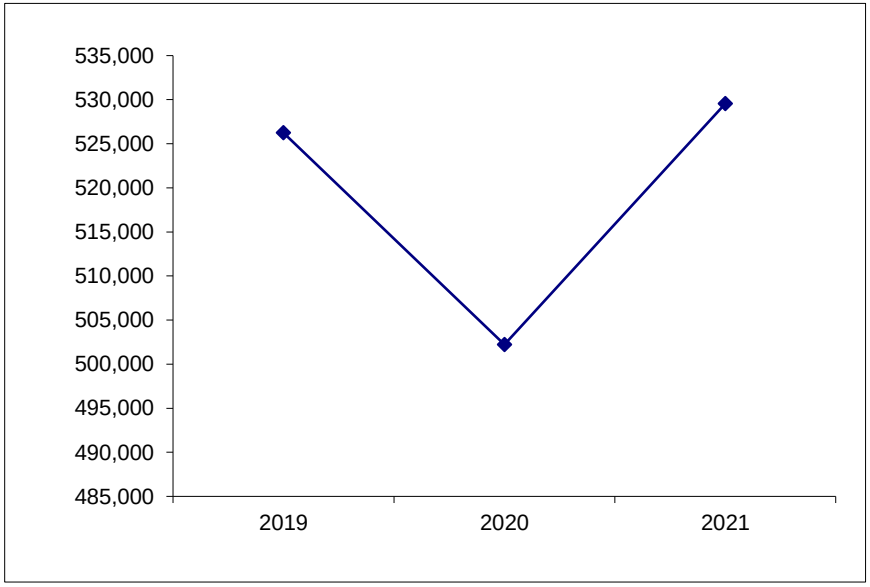
STATE VIDEO GAMING TAX

MONTH	2019 Actual	2020 Actual	2021 Year in Play	
JANUARY	121,069.82	135,374.20	85,531.04	A
FEBRUARY	129,642.72	133,358.14	-	A
MARCH	116,228.18	135,317.97	85,406.97	A
APRIL	130,548.27	145,178.46	110,000.00	B
MAY	157,988.48	88,723.61	110,000.00	B
JUNE	135,512.70	39.42	110,000.00	B
JULY	135,376.29	-	110,000.00	B
AUGUST	122,730.26	-	110,000.00	B
SEPTEMBER	127,226.43	177,320.55	110,000.00	B
OCTOBER	129,578.06	157,242.88	110,000.00	B
NOVEMBER	127,002.06	159,595.88	110,000.00	B
DECEMBER	137,851.82	163,553.00	110,000.00	B
TOTALS	**1,570,755.09**	**1,295,704.11**	**1,160,938.01**	
		Current Budget	**1,320,000.00**	
		Projected Amt Over (Under)	**(159,061.99)**	



LOCAL LIQUOR LICENSE FEE

MONTH	2019 Actual	2020 Actual	2021 Year in Play	
JANUARY	-	3,717.17	3,988.53	A
FEBRUARY	200.00	1,287.22	-	A
MARCH	2,879.01	1,496.45	2,459.36	A
APRIL	14,200.00	-	14,200.00	B
MAY	291,950.00	-	291,900.00	B
JUNE	201,025.00	-	201,000.00	B
JULY	5,000.00	326,750.00	5,000.00	B
AUGUST	2,856.29	164,840.00	2,900.00	B
SEPTEMBER	5,931.68	2,245.73	5,900.00	B
OCTOBER	2,200.00	-	2,200.00	B
NOVEMBER	-	300.00	-	B
DECEMBER	-	1,588.00	-	B
TOTALS	**526,241.98**	**502,224.57**	**529,547.89**	
		Current Budget	**526,000.00**	
		Projected Amt Over (Under)	**3,547.89**	



City Manager

DATE: 4/15/2021

MEMO: 2021-11

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Jon Kindseth, Deputy City Manager

SUBJECT: Resolution authorizing a professional services agreement with Dewberry Architects, Inc. for Design, Bidding and Construction oversight of a new fire station No. 7

SUMMARY RECOMMENDATION: Staff recommends approval of a professional services agreement with Dewberry for design, bidding and construction oversight to build a new Fire Station #7. Dewberry has been the consultant used for the other new fire stations also, and this price reflects a savings due to the work done for the previous stations.

BACKGROUND:
Fire Station #7 is a small fire station on the southwest corner of the airport that is shared with the Decatur Park District. The Park District owns station #7 and also runs their own fire operations for the airport out of this facility. Station #7 is an older station and is not suited to the city's needs for the next 50 years. To meet the city's needs for the next 50 years, not only would this station require a significant investment, but the investment would be put into a facility the city does not own. Furthermore, the airport is no longer the optimum location to serve those parts of Decatur located east of the lake. Over the past several decades, the city has been growing to the east, and development has been increasing south of US 36.

Previous decisions by the City Council have guided staff to acquire suitable property for a replacement of Fire Station #7 in accordance with the recommendations of the city's fire station consultant and architect, Dewberry & Associates. Finding an available property geographically suitable, accessible, and affordable has been the goal. The new Chestnut Street location meets this goal. The City has purchased one property and has secured an option to purchase an adjoining property on Chestnut.

PRIOR COUNCIL ACTION: Many previous actions have been taken by the City Council to advance this third and final new fire station for the City of Decatur. The City has secured funding, conceptual designs, and property acquisition all leading up to this current phase of fire station replacement.

POTENTIAL OBJECTIONS: No known objections to this specific action of awarding an agreement to Dewberry.

STAFF REFERENCE: Chief Abbott or Mr. Kindseth can be contacted for any questions prior to the City Council meeting.

BUDGET/TIME IMPLICATIONS: Funding included in the 2021 budget, including utilization of the

bond proceeds issued for this specific purpose.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Dewberry Agreement	Exhibit
Dewberry Scope of Services	Backup Material

RESOLUTION NO. R2021_____

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

WHEREAS, the CITY OF DECATUR, ILLINOIS, an Illinois municipal corporation and body politic ("City") is a Home Rule unit of local government pursuant to Article VII, Section 6 of the Illinois Constitution of 1970 and as such, may exercise any power or perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals and welfare, to license, to tax and incur debt; and,

WHEREAS, the City desires to replace Fire Station #7 in a better geographic location than the current station; and,

WHEREAS, the City finds this proposed professional services agreement with Dewberry Architects, Inc. in the best interest of the City to lead the new fire station replacement.

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

Section 1. That the agreement (s) authorizing professional services for architectural, engineering and project management services presented to the City Council herewith between the City of Decatur Illinois, and Dewberry Architects, Inc., be, and the same is hereby, received, placed on file, and approved.

Section 2. That the City Manager is authorized and directed to sign said agreements in substantially the same form as presented on behalf of the City of Decatur, Illinois in an amount not to exceed $254,422.60.

PRESENTED and ADOPTED this 19th day of April 2021

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 13 day of April in the year Two Thousand and Twenty One
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

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

and the Architect:
(Name, legal status, address and other information)

Dewberry Architects Inc.
401 SW Water Street, Suite 701
Peoria, IL 60602

for the following Project:
(Name, location and detailed description)

Fire Station 7
Owner is retaining services of Architect for a new facility identified as Fire Station No. 7

Station No. 7: Dewberry will provide Architectural and Engineering design services for the an estimated 7,700 square foot new fire station to replace the Existing Fire Station No. 7 facility. The new station will be located at the site commonly known as 3550 Chestnut Avenue, Decatur, IL 62521.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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User Notes:

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13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

For Station #7: Architect shall utilize the plans of Fire Station 3 and concept site plan prepared by Dewberry Architects Inc. dated January 16, 2020 – OPTION D as the basis of design for the new facility.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Site characteristics will be defined within the scope of this agreement to the extent indicated in Article 4.0.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

$2,800,000.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

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.1 Design phase milestone dates, if any:

N/A

.2 Construction commencement date:

Estimated start of construction shall be July 2021, or as mutually agreed upon by the Owner and Architect

.3 Substantial Completion date or dates:

Estimated date of Substantial Completion shall be March 2022, or as mutually agreed upon by the Owner and Architect.

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive bid to single general contractor.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Deputy Fire Chief Jim Ohl
City of Decatur
1415 North Water Street
Decatur, IL 62526
217.424.2811
johl@decaturil.gov

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

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User Notes:

.1 Geotechnical Engineer:

to be determined through proposal process during this project.

.2 Civil Engineer:

N/A

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

N/A

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Jonathan Tallman
132 N York Street, Suite 2C
Elmhurst, IL 60126
Telephone Number: 847.841.0612
Email Address: jtallman@dewberry.com

All notices shall be concurrently sent to Dewberry representative and the following address:
8401 Arlington Blvd.
Fairfax, VA 22031
Attn: Director of Contracts
Email: Notices@dewberry.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

N/A

.2 Mechanical Engineer:

N/A

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User Notes:

.3 Electrical Engineer:

N/A

§ 1.1.11.2 Consultants retained under Supplemental Services:

Schoppe Design Associate, Inc. – Landscape Architect; R.W. Lamb & Associates - Surveying

§ 1.1.12 Other Initial Information on which the Agreement is based:

Architect has previously completed, and received Owner approval of, the Schematic Design phase work product which shall fulfill the requirements of the Schematic Design Phase of this agreement. Scope of services described in this agreement are further modified pursuant to Attachment B (Scope of Services)

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties agree the transmission and use of Architect's Instruments of Service or any of Architect's other information or documentation in digital form (collectively, "digital data"), is governed by the following terms set forth in this Section 1.3.

§ 1.3.1 Any digital data provided by Architect is furnished for convenience only, and is furnished "as is", and Architect disclaims any express or implied warranties, including, without limitation, Architect does not warrant that the digital data will: be complete, accurate, current, or the final versions; meet Owner's specific needs or requirements; be error-free, readable in any particular medium or on any particular system, able to be manipulated or used with any particular software, or free from viruses or other malicious code.

§ 1.3.2 Owner is obligated to verify the accuracy of any digital data.

§ 1.3.3 Architect shall have no liability to Owner or any third party for monetary damages of any kind, arising out of any digital data.

§ 1.3.4 Owner's sole and exclusive remedy against Architect, for any claim whatsoever, relating to digital data, shall be to cease using the digital data.

§ 1.3.5 Owner shall indemnify and defend Architect from all claims and liabilities, including reasonable attorney's fees, incurred in connection with the use or transmission of digital data by Owner, or any third party, if such third party received the digital data directly or indirectly from Owner (including if Architect or others have transmitted such digital data to the third party at Owner's request or direction, for Owner's benefit, or, and without limiting the foregoing, pursuant to a contractual obligation that is directly or indirectly derived (or flowed down) from a contract to which Owner has privity).

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 Notwithstanding anything to the contrary, the Architect shall not be required to perform its services at a higher standard of care than in a manner consistent with the professional skill and care ordinarily provided by architects

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practicing in the same or similar locality under the same or similar circumstances ("standard of care"). Notwithstanding anything to the contrary, all Services shall be subject to, and judged solely against, the standard of care set forth in the previous sentence, and the Architect makes no warranties, express or implied, regarding the provision of professional services, the instruments of service, or the outcome of the Project. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. In the event Architect is hindered, delayed or prevented from performing its obligations under this Agreement as a result of any fire, flood, landslide, tornado or other act of God, malicious mischief, theft, strike, lockout, other labor problems, shortages of material or labor, failure of any governmental agency or Owner to furnish information or to approve or to disapprove Architect's work or any other cause beyond the reasonable control of Architect, the time and compensation for completion of Architect's work shall be equitably adjusted to account for the increase in the cost and amount of time required to perform the services resulting from such delay.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million and No/100 Dollars ($ 1,000,000) for each occurrence and Two Million and No/100 Dollars ($ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Two Million and No/100 Dollars ($ 2,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million and No/100 Dollars ($ 1,000,000) each accident, One Million and No/100 Dollars ($ 1,000,000) each employee, and One Million and No/100 Dollars ($ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million and No/100 Dollars ($ 2,000,000) per claim and Two Million and No/100 Dollars ($ 2,000,000) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

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§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 A schedule for the performance of the Architect's services is attached hereto as Exhibit A. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule includes allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect's time included in Basic Services for assisting the Owner in obtaining permits and approvals is limited to 72 man hours. Additional time spent will be billed to the Owner as an Additional Service.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 Intentionally Omitted pursuant to paragraph 1.1.12.

(Paragraphs deleted)

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

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§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 facilitating the distribution of Bidding Documents to prospective bidders;

.2 organizing and conducting a pre-bid conference for prospective bidders;

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Intentionally Omitted.

(Paragraphs deleted)

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

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§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. With regard to new equipment, materials, and products (collectively "Products") required
by the Architect's construction documents, it is understood the Architect is relying on stated and implied representations made by manufacturers, suppliers and installers of such Products as being suitably fit for their intended purposes. The Architect is not responsible for the Product's failure to perform consistently with those representations. Notwithstanding any contrary or potentially ambiguous description of Architect services, it is intended that the Architect shall have no responsibility for job site safety on the Project. The Contractor and Subcontractors shall have full and sole authority for all safety programs and precautions and the means, methods, techniques, sequences and procedures in connection with the Work. When Architect is present at the site, such presence shall be only for the purpose of endeavoring to protect the Owner against any deviations or defects in the completed construction Work, and Architect shall have no authority to take any action whatsoever on the site regarding safety precautions or procedures. No provision of this Agreement shall be interpreted to confer upon the Architect any duty owed under the common law, under OSHA, or any other statute or regulation to construction workers or any other party regarding safety or the prevention of accidents at the jobsite. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, for a total combined number of site visits as required by Sections 4.2.3.2, 4.2.3.3, and 4.2.3.4, to (i) become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents and the construction schedule, (ii) determine whether the Work is substantially complete, and then (iii) determine whether the Work is finally complete. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) observed deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) apparent defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to recommend to the Owner to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to recommend to the Owner to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's

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response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and

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shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall review Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct site visits to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final site visit indicating that, in the Architect's opinion, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's site visits shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

(Paragraph deleted)

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service.

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Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Not Provided
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Architect
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Architect
§ 4.1.1.30 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

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Refer to Attachment B.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.
(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Owner shall retain consultant and provide Architect with Geotechnical Engineering subsurface soil reports and recommendations

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services
The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the schedule in Exhibit A, the Owner's budget for Cost of the Work, or procurement or delivery method;
.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
.7 Preparation for, and attendance at, a public presentation, meeting or hearing;
.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
.9 Evaluation of the qualifications of entities providing bids or proposals;
.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and

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comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Forty-two (42) visits to the site by the Architect during construction

.3 Two (2) site visits for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) site visits for any portion of the Work to determine final completion.

§ 4.2.4 Construction Phase Services provided after the initial date of Substantial Completion identified in the schedule in Exhibit A shall be compensated as Additional Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Fourteen (14) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

§ 4.2.6 In order to minimize construction problems and change orders, Architect's standard practice requires the completion of detailed working drawings prior to bidding and entering into firm construction contracts. However, Owner may choose to accelerate the completion of the Work on a fast-track basis pursuant to Section 4.1.1.25 hereof so that it is completed in a shorter time period than would normally be required, as per the schedule in Exhibit A. Owner understands that if construction or furnishings contracts are let prior to the completion of final Construction Documents, there may be increases in costs and change orders caused by the difficulty of coordinating Construction Documents and the inability to make various decisions until after early bids are received and some construction undertaken.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private,

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above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

(Paragraph deleted)

§ 5.8.1 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided. The Owner shall indemnify, defend and hold harmless the Architect and the Architect's consultants and their respective employees, agents and representatives from any and all claims arising out of the services and information furnished by the Owner and the Owner's consultants.

§ 5.8.2 The Owner shall carry, or require the Contractor to carry, adequate liability, property and fire insurance on the property where the Project is located and for the Project. Owner must present Architect with a certificate of insurance upon the signing of this Agreement. Owner hereby releases Architect from any liability for any loss or damage to any building, structure or tangible personal property notwithstanding that such loss, damage or liability may arise out of the act or omission of Architect, if such loss or damage is covered by insurance benefiting Owner or was required to be covered by insurance pursuant to this Agreement.

§ 5.8.3 Owner shall require the Contractor and its Subcontractors to purchase insurance to cover claims and other expenses, including costs of defense, asserted against Architect, its agents, employees and consultants for bodily injury, sickness, disease or death caused by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable. Such insurance shall state: "The coverage afforded the additional insureds shall be primary insurance for the insured or additional insured with respect to claims arising out of operations performed by or on behalf of the named insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be treated as excess or contingent coverage. The extent of the insurer's liability under this insurance policy shall not be reduced by the existence of such other insurance."

§ 5.8.4 The Owner agrees to include in all agreements and documentation connected with this Project, including but not limited to design and construction contracts and agreements binding on any purchasers of the property or Project, waivers of subrogation against all of the other parties to the Project.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. Unless otherwise disclosed and arranged for disposal, Owner represents to Architect that no hazardous or toxic substances within the meaning of any applicable statute or regulation are presently stored, or otherwise located on the Project site or adjacent thereto. Further, within the definition of such statutes or regulations, no part of the Project site or adjacent real estate, including the ground water located thereon, is presently contaminated with such substances. To the fullest extent permitted by law, Owner shall indemnify and defend Architect and Owner shall indemnify and defend Architect and Architect's consultants from and against any and all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of hazardous materials at the Project site.

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§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner shall provide the Architect with a copy of any agreement between the Owner and the Owner's representative regarding the Project.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner or, to the extent that the Project is not completed, the estimated cost to the Owner, to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service. Architect's opinions and estimates of probable total Project costs, construction costs, and/or material quantities, if any, provided under this Agreement are made on the basis of Architect's knowledge, experience and qualifications and represent Architect's judgment as an experienced professional architect, and not as a construction contractor, and are provided not a part of Architect's services or as a deliverable, but are provided for information only and without assuming any additional liability, and Architect does not warrant, guarantee, or represent, that proposals, bids, negotiated prices, or actual total Project costs or total construction costs will not vary from the opinions provided by Architect. Accordingly, Architect shall only be liable for construction costs in excess of the prime contract amount, to the extent that such excess is proximately caused by a negligent error or omission of Architect in performing the services required by this Agreement.

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§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; provided, however, to the extent such excess is proximately caused by a negligent error or omission of Architect in performing the services required by this Agreement the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, and maintaining the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to defend, indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for any other project unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement. Causes of action between the parties to this Agreement pertaining to the acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein. The nature of the conduct that causes the damage shall not vitiate this waiver.

§ 8.1.3 The Architect and Owner waive consequential, incidental, special, exemplary, and punitive damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential, incidental, special, exemplary, and punitive damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be

(Paragraphs deleted)

litigation, and that the courts of Fairfax County, Virginia, and the Federal District Court, Eastern District of Virginia, Alexandria Division, (together, "Courts") shall have exclusive jurisdiction over any controversy, including matters of construction, validity, and performance, arising out of this Agreement. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 60 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 Intentionally omitted.

§ 9.6 If the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect a reasonable profit on the unperformed terminated portion of the Services, and the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

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§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed in all respects by the law of the Commonwealth of Virginia, including matters of construction, validity, and performance.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement or any interest or claim related to it or any monies due or to become due arising from this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment. Any unauthorized assignment or transfer, except as noted above, shall be deemed void and invalid, the assignee shall acquire no rights as a result of such assignment and the non-assigning party shall not recognize any such assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect. The Owner shall include the previous sentence in its contract with the Contractor. No person or entity other than Owner is intended to be a beneficiary of Architect's services under this Agreement and contractor shall have no right to maintain any action in contract, tort or otherwise directly against the Architect.

§ 10.6 The Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

(Paragraphs deleted)$182,400.00(One Hundred Eighty-Two Thousand Four Hundred dollars and zero cents)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Stipulated Sum of $59,422.60 (Fifty-nine Thousand Four Hundred Twenty-Two Dollars and Sixty cents

Sum shall be attributed to the project as follows:

Station #7:	$27,500 – Civil Engineering	
	$8,500 – Landscape Architecture	
	$8,065 – Technology Design	
	$ 400 – Geotechnical coordination	
	$14,957.60 – Surveying at 3550 Chestnut	Surveying costs are to be invoiced as Not To Exceed cost (NTE)
Subtotal:	$59,422.60	
Optional:	$12,600.00 – Surveying at 3530 Chestnut	Surveying costs are to be invoiced as Not To Exceed cost (NTE)

Optional surveying will be performed if directed in writing by the City of Decatur.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly basis in accordance with attached Architect's Standard Hourly Rates

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

N/A

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	zero	percent (	0	%)
Design Development Phase	zero	percent (	0	%)

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Construction Documents Phase	thirty-five	percent (	35	%)
Procurement Phase	ten	percent (	10	%)
Construction Phase	fifty five	percent (	55	%)
(Row deleted)				
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See attached Architect's Standard Hourly Billing Rates

Employee or Category	Rate ($0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus fifteen percent (15 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

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(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

N/A

§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of zero dollars and zero cents ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero dollars and zero cents ($ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments
§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice.

§ 11.10.2.1.1 Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

The interest rate of one and a half percent (1.5%) simple interest per month shall be applied to all past due invoices. If Architect employs counsel or an agency to enforce this Agreement, Owner agrees to pay the attorneys' fees, costs, expenses and losses incurred by Architect prior to and through any trial, hearing, and/or subsequent proceeding, relating to such enforcement.

§ 11.10.2.1.2 If the Owner does not pay Architect, through no fault of the Architect, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Architect within thirty (30) days presentation of Architect's invoice, then the Architect may, upon seven additional days' written notice to the Owner, stop performing services until payment of the amount owing has been received. The schedule in Exhibit A shall be extended appropriately and the Architect's compensation shall be increased by the amount of the Architect's reasonable costs of shut-down, delay and start-up, plus interest as provided for herein.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§ 12.1 There are a variety of risks which potentially affect Architect by virtue of entering into an Agreement to perform professional services on Owner's behalf. In order for Owner to obtain the benefit of a fee which does not need to account for unlimited risks, Owner agrees to limit Architect's liability to Owner. To the fullest extent permitted by law, the total liability of Architect with regard to the Project under any and all theories of liability shall be limited to the total fee paid to Architect only, not including consultants, for the Project. Limitations on liability provided in the Agreement are business understandings between the parties and shall apply to all theories of liability, including negligence, strict or statutory liability, or any other cause of action. No director, officer, shareholder, employee, representative or agent of the Architect shall have any individual liability to Owner. The limits of liability may be negotiated with appropriate compensation to Architect.

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§ 12.2 If due to Architect's breach of the standard of care, any required item or component of the Project is omitted from the Architect's Construction Documents, Architect shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will Architect be responsible for any cost or expense that provides betterment, upgrade or enhancement to the Project.

§ 12.3 The Owner shall make no claim for professional negligence, either directly or in a third party claim, against Architect unless the Owner has first provided Architect with a written certification executed by an independent design professional currently practicing in the discipline of the alleged defective design and licensed in the jurisdiction of the Project. This certification shall: (a) contain the name and license number of the certifier; (b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing the allegedly defective professional services under similar circumstances; and (c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation.

§ 12.4 The Instruments of Service are based on observable conditions. A condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. In the event the Architect, in the performance of its services, uncovers a hidden condition, the Architect shall not be responsible for costs associated with repairing, restoring, removing or otherwise correcting hidden conditions once those conditions are revealed. The Architect shall have no responsibility for detecting hidden conditions or any subsequent damage to persons or property related to any hidden conditions.

§ 12.5 Owner acknowledges that there may be hidden conditions that are concealed by existing finishes or not susceptible to reasonable visual observation. If such a hidden condition requires a change in the design or construction work, the costs of such a change are solely Owner's, and Architect shall have no responsibility for any resulting costs or damages. If Architect's services include the design of repairs based on a review of existing conditions of the building, Owner acknowledges that Architect is working from imperfect information, and Architect does not warrant that he will have seen and designed repairs for every defective condition.

§ 12.6 The use of the word "certify," or "certification" or similar words by Architect in performance of its services constitutes an expression of professional opinion regarding those facts or findings which are the subject of the statement, and does not constitute a warranty or guarantee, either expressed or implied.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[N/A] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits

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and scopes of services identified as exhibits in Section 4.1.2.)

Attachment A – Standard Hourly Billing Rate Schedule
Attachment B – Scope of Services

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

Concept plans, as follows:
Station #3 – Construction Documents titled Bid Set and dated 5/21/20.

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
(Printed name and title)	Jonathan Tallman Senior Associate *(Printed name, title, and license number, if required)*

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ATTACHMENT B

SCOPE OF SERVICES

The Architect's Basic Services consist of those described in Article 3 of the AIA B101 – 2007 and include usual and customary architectural, interior design, structural, mechanical, electrical, plumbing, and fire protection engineering.

The architect's additional services included for Fire Station 3 and 7 consist of those described in Article 4 of the AIA B101 – 2007 and include usual and customary landscape design, civil engineering, technology, audio visual, and security engineering services, geotechnical engineering, boundary and topographic survey, and detailed cost estimating.

Dewberry proposes for the following tasks to complete Architect's Basic Services and addition services:

Task 1: Boundary and Topographic Survey (R.W Lamb & Associates)
Task 2: Geotechnical Assistance and Oversite
Task 3: N/A
Task 4: N/A
Task 5: Construction Documents
Task 6: Bidding
Task 7: Construction Administration
Task 8: Civil Engineering
Task 9: Landscape Design
Task 10: Technology / Security / AV Design
Task 11: N/A

Detailed Approach

The following summarizes Dewberry's approach to the Project by Task, including major milestones and pricing.

Task 1: Boundary and Topographic survey (R.W. Lamb & Associates)

Research Record Documents

Tasks include researching of all recorded documents affecting the property such as warranty deeds, plats of survey (private & government), monument records, adjoiner deeds and other documents of record located in the county recorder's office. Dewberry will provide property access letter if needed. Collect Benchmark data for USGS elevation and Illinois State Plane Coordinate data for NGS monuments. Research City of Decatur records for underground utilities. Locate all above ground observable utilities in survey. Previous surveys by others will be used for this project.

Field Survey

- Search and locate existing and proposed property and section corners.
- Run field traverse to all existing and proposed property and section corners.
- Perform topographic survey of project site as per Dewberry survey requirements.
- Perform boundary survey as per "Illinois Minimum Standards for a Boundary Survey".

Office computations and final documents

- Close and adjust field traverse, compile all field data.
- Analyze existing property and section corner locations.
- Prepare Topographic Survey drawing. Provide AutoCAD (.dwg) drawings as per Dewberry survey requirements.

Assumptions: None.

Exclusions: Architect, Landscape Architect, Mechanical, Electrical, Plumbing, Technology/Security, and Civil Engineering

Deliverables:

- AutoCAD files
- Pointfiles, field notes, pictures on CD.

Price: Reference Price and Payment

Schedule: Completed within 4 Weeks of the start of the project.

Task 2: Geotechnical Engineering (Ramsey Geotechnical Engineering)

Dewberry to provide oversight and coordination of geotechnical engineering.

Assumptions: City of Decatur direct contracts with Ramsey Geotechnical Engineer.

Exclusions: Architect, Landscape Architect, Mechanical, Electrical, Plumbing, Technology/Security, and Civil Engineering

Deliverables: Electronic Files in PDF, TIFF, and/or JPG format

Price: Reference Price and Payment

Schedule: Completed within 3 weeks of the execution of contract.

Task 4: N/A

Task 5: Construction Documents

The Architect will perform the following during Construction Documents based on the Owner's approval of the Design Development Documents. Reference AIA contract B101 – 2007 for additional information.

- Manage the design team
- Coordination of the MEP/T, Landscape Architect, and Civil Engineering work
- Complete the plans, elevations, sections and details
- Finalize interior design and selection of finishes

- ADA signage drawings completed.
- Write the notifications for bidding and proposal forms; review documents with the Owner
- Create specifications for biding and permit review.

Assumptions: N/A

Exclusions: Furniture, Furnishings and Equipment (by owner)

Deliverables: Construction Document Drawings and specifications for MEP/T, Civil, Landscape, and Architectural plans, elevations, sections, and details. Drawings and specifications will be ready for Permit review and Bidding.

Price: Reference Price and Payment

Schedule: Completed within 4 weeks of the start of Task 5.

Task 6: Bidding

The Architect will perform the following during Bidding based on the Owner's approval of the Construction Documents. Reference AIA contract B101 – 2007 for additional information.

- Manage the design team
- Assist in obtaining competitive bids
- Hold a Pre-Bid conference
- Respond to any Request for Information (RFI) during the bidding cycle.
- Attend the bid opening
- Review the bids and make a recommendation to the City Council for approval for the construction of Fire Station 3 and 7

Assumptions: N/A

Exclusions: Furniture, Furnishings and Equipment (by owner)

Deliverables: Bid review and recommendation

Price: Reference Price and Payment

Schedule: Completed in accordance with the City of Decatur bidding and procurement rules and regulations.

Task 7: Construction Administration and Management

The Architect will perform the following during Bidding based on the Owner's approval of the Construction Documents. Reference AIA contract B101 – 2007 for additional information.

- Manage the design team
- Write the General Contractor agreement on behalf of the City of Decatur
- Manage construction cost information and update as required through the duration of construction.
- Review Construction Shop Drawings
- Attend weekly construction meetings. Total of 42 site visits plus 8 additional miscellaneous meetings

for each facility.

- Respond to any Request for Information (RFI)
- Review pay applications from the Contractor
- Review construction schedule with the Owner and Contractor
- Perform a punchlist and review the corrected work. (2 visits) each facility.
- Perform project closeout and issue Substantial Completion letter to the City of Decatur.
- Provide monitoring of contractor completion of MBE Goals as stipulated in the Bid Documents.

Assumptions: N/A

Exclusions: Furniture, Furnishings and Equipment (by owner)

Deliverables: Field Construction reports for every site visit, month pay application, punchlist and Letter of Substantial Completion

Price: Reference Price and Payment

Schedule: Substantial Completion is expected to be complete ten months after start of construction.

Task 8: Civil Engineering

Design Development:

- Task Management: Manage the civil site task including coordination with subconsultant surveying firm to conduct the boundary survey of the project site, coordination with other disciplines, and civil discipline quality assurance checks.
- Topographic survey of site.
- Preparation of preliminary design elements including site grading plan and drainage/utility plan. This task will include preparation of basic grading designs, storm water collection/detention designs, and utility connection planning. Preparation of Site Development Plan was done in Site Plan Review/Conditional Use Permit phase.
- Deliverable: 50% drawings including Site Development Plan, Grading Plan and Drainage & Utility Plan.

Construction Documents:

- Task Management: Coordinate and manage the civil site task in the production of the out-for-bid (OFB) set of plans. This will include coordination with other disciplines, design related meetings/conference calls (assumed 2 meetings during this phase), and discipline quality assurance checks.
- Update and finalize civil site related calculations that were prepared in DD.
- Prepare civil site plan sheets including existing site plan, site demolition plan, erosion control plan, site grading plan, site development plan, site drainage/utility plan, and site details.
- Prepare civil site related specifications.
- Deliverable: 95% and OFB sets of plans and specifications.

Bidding Phase:

- Answer bidder questions that arise from Pre-Bid Meeting (assume civil site task will not attend).
- Contribute to preparation of project addenda for revised design elements.

Construction Administration

- Respond to construction Requests for Information
- Construction Site Visits: An estimated two (2) site visits for the civil designers to review construction progress is assumed.
- Punch List Visit: An estimated one (1) site visit for the civil designers to review substantial completion progress is assumed.

Assumptions: N/A

Exclusions: Additional site visits in excess of three (2) during construction.

Deliverables: Field Construction reports for every site visit, and punchlist. Schematic design narrative, design development drawings and specifications, construction documents for permit and bidding

Price: Reference Price and Payment

Schedule: Substantial Completion is expected to be complete ten months after start of construction.

Task 9: Landscape Design (Schoppe Design Associates, Inc.)

Research and Analysis

Using information gathered during the Program Phase, SDA will inventory readily available existing data and physical site information including:

- Architectural drawings
- Proposed site plan
- Landscaping Ordinances
- Engineering plans

Concept Phase

Using the information gathered during the program phase and the research and analysis phase, SDA will:

Prepare one overall schematic landscape design illustrating the scale, type, and organization of the proposed site and landscape improvements plantings. Items which will be considered in preparing the schematic plans will be:

- Parking lot landscaping
- Right-of-way plantings
- Foundation plantings

Prepare a concept level cost opinion of our schematic design using our generic system costs and an appropriate construction contingency.
Review schematic design and cost information with you and with the owner (one WebEx meeting included).
Revise the schematic design per the review with you and the owner (one revision included).

Assumptions: N/A

Exclusions: Revisions to previously completed or approved phases of service.

Deliverables: Schematic Design and Construction Documents

Price: Reference Price and Payment

Schedule: Substantial Completion is expected to be complete ten months after start of construction.

Task 10: Technology / Security / AV Design

Data/Voice Structured Cabling System Planning and Design

The Structured Cabling System scope of work shall include ANSI/EIA/TIA Standards Compliant cabling systems (Category 6, fiber, etc.), telecommunications and equipment room layouts and cross-connect fields, Transient Voltage Surge Suppression (TVSS), Work Are Outlet (WAO) floor plans, cable tray distribution, CATV distribution, fiber optic connections, and riser diagrams. This Scope of Work includes technical specification writing, detailed CAD drawing development, coordination of WAO placement and furniture design, review of proposals and shop drawings submittals, interim and final inspection and approval of certified structured cabling system testing for 20-year warranty.

Infrastructure will be designed for a future station alerting system.

Assumptions: N/A

Exclusions: Station alerting system.

Deliverables: Field Construction reports for every site visit, and punchlist. Schematic design narrative, design development drawings and specifications, construction documents for permit and bidding

Price: Reference Price and Payment

Schedule: Substantial Completion is expected to be complete ten months after start of construction.

Task 11: N/A

SUBJECT: 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

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Draft Lease Agreement	Backup Material
Map	Backup Material
Insurance	Backup Material

April 15, 2021

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

FROM: Scot Wrighton, City Manager

RE: Lease of Space on 2nd Floor of the Library Building

In accordance with the City Council's instructions to provide more opportunities for local residents, entrepreneurs and creators of new small business opportunities to more readily re-engage with the local economy and "retool" their skills, it is proposed that a portion of the unused space on the second floor of the library building be leased to Thinkwell Makerspace Industries, LLC.

This makerspace will be a work-in-progress and will likely grow in stages, but their first project will be to run a summer camp (Thinkwell Maker Camp) for entrepreneurs and persons interested in starting a business venture. The lessee understands that he should develop his project in a way that does not directly compete with or overlap the services of Richland Community College training programs.

The final lease terms are still being negotiated, but the basic parameters of the agreement are set forth in the attached draft. It is requested that the City Council authorize the city manager to perfect and finalize the lease terms and execute a lease prior to the end of April so that the space can be used from and after May 1. In Thinkwell Makerspace Industries LLC's first phase there is very little requirement for any city-funded fit-out or building alteration costs. The second phase may require grant funding and more building alterations, but any city support of phase two costs will require separate approval by the City Council, at which time they can assess the progress and success of this venture.

RESOLUTION NO. R2021-_____

RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE TERMS AND EXECUTE A LEASE AGREEMENT FOR SPACE ON THE 2ND FLOOR OF THE DECATUR PUBLIC LIBRARY WITH THINKWELL MAKERSPACE INDUSTRIES, LLC

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

Section 1. That Thinkwell Makerspace Industries, LLC is in need of space for small business training, product innovation and development, skills training, co-working/gathering space, use of specialized equipment, education programs, and ancillary offices, food service, research and related uses.

Section 2. That the City Manager be, and is hereby, authorized to negotiate contractual terms and conditions and execute all necessary documentation to execute a lease agreement with Thinkwell Makerspace Industries, LLC.

PRESENTED and ADOPTED this 19th day of April 2021.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

LEASE AGREEMENT

This Agreement is made by and between:

Landlord/Lessor

City of Decatur, an Illinois Municipal Corporation, hereinafter referred to as the "City."

Tenant/Lessee

THINKWELL Makerspace Industries, LLC., hereinafter referred to as the "Tenant."

The Landlord hereby agrees to lease a portion of the following described property:

This lease of property shall be in stages, as shown on the attached floor plan, designated as "Exhibit A" and attached hereto and made a part of the lease agreement. The different areas leased under the provisions of this Agreement are all on the second floor of the Decatur Public Library Building, located at 130 North Franklin Street, Decatur, Illinois.

The area designated in "Exhibit A" as Phase One will be leased beginning May 1, 2021 for the amount of $250 per month, to be paid monthly to the City of Decatur in advance. The Tenant will provide at least ninety (90) days written notice to the City of its intention to expand into Phase Two as designated in Exhibit A. From and after the First day of the month following the date that the City gives possession to the Tenant of the additional area designated as Phase Two, the Tenant shall pay monthly lease payments to the City in the amount of $375 for the combined area of Phase One and Phase Two.

This lease shall run for a period of three(3) years, and may be renewed by mutual agreement of the parties to this agreement for successive terms and with different and/or updated conditions. The City agrees, however, that it will not escalate the rent in successive renewal terms at rates exceeding ten percent (10%) per year, and may negotiate lease payments less than this amount based on the progress and financial success of the Thinkwell Makerspace.

Terms and Conditions

- **Use of Property:**
    - The leased property will be used as a maker-space, for small business training, product innovation and development, skills training, coworking/gathering space, use of specialized equipment, education programs, and ancillary offices, food service, research and related uses.

DRAFT

- The maximum capacity and occupancy of the portion of the building covered by this lease will be established by the City, acting through its building inspectors, based on improvement and renovation plans submitted by the Tenant. The Tenant will post capacity limits as required by the Building Code.

- The City, at its expense, will erect a cordon between Phase One and Phase Two areas, and will re-install missing ceiling tiles. All other leasehold improvements and building modifications required for the Tenant to use the leased space designated as Phase One will be paid by the Tenant.

- **Utilities:**
  - The Tenant agrees to pay the following utilities in the manner prescribed:
    - Electricity (tenant will cover cost of splitting into a separately billed electrical panel) for the Thinkwell Makerspace.
    - Water and Sewer. The City will bill the Tenant for its portion of water and sewer costs based on the percentage of the total building square footage occupied, since it is not practical to separately meter water and sewer.
    - Common Area Maintenance. The City will bill the Tenant for its portion of common area maintenance expenses (outside the leased area) to include use of the second floor restrooms, corridors and access from Franklin Street and other common areas. The Tenant will be responsible for janitorial and cleaning services for the interior areas covered by the lease agreement.
    - Broadband. The City will, at its expense provide broadband access to the leased space, and will not charge upfront connection fees. However, the Tenant will be responsible for monthly usage charges. Access will include multiple lines with the highest available speeds. No broadband fees will be due until the service is accessed.

DRAFT

- **Maintenance/Modifications:**
    - The landlord agrees to maintain existing:
        - Water and sewer lines
        - Restrooms-plumbing
        - HVAC system
        - Snow removal
        - The Tenant agrees to notify in writing plans for any modification to structural part of the property.

        - The City agrees to allow Tenant's staff, customers and clients to park in city-owned lots east of the Public Library building, and in the 2-story city-owned parking deck across Main Street from the leased property.

- **Insurance:** • The Landlord agrees to maintain insurance coverage for:
    - Parking lot
    - Walkways external to building
    - Property structure
    - The Tenant Agrees to maintain insurance coverage as required by the City. SEE APPENDIX B

- **Acknowledgment:**

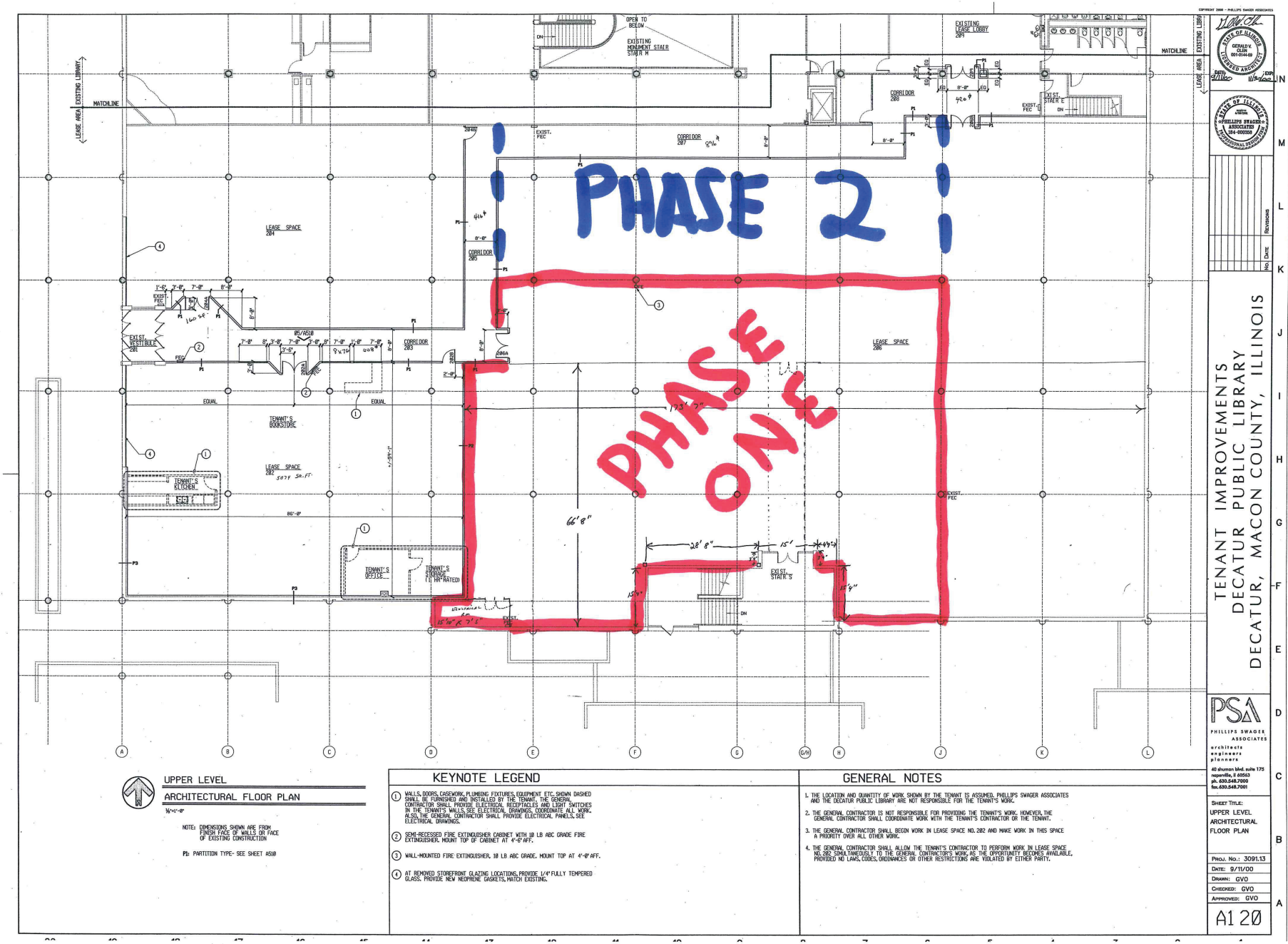
The parties hereby acknowledge and understand the terms herein set forth in this Agreement. Signed this 19th day of April, 2021

Approved: Approved:

_____ _____

ATTEST: ATTEST:

DRAFT



UPPER LEVEL

ARCHITECTURAL FLOOR PLAN

1/8"=1'-0"

NOTE: DIMENSIONS SHOWN ARE FROM FINISH FACE OF WALLS OR FACE OF EXISTING CONSTRUCTION

P1: PARTITION TYPE- SEE SHEET A510

KEYNOTE LEGEND

1. WALLS, DOORS, CASEWORK, PLUMBING FIXTURES, EQUIPMENT ETC. SHOWN DASHED SHALL BE FURNISHED AND INSTALLED BY THE TENANT. THE GENERAL CONTRACTOR SHALL PROVIDE ELECTRICAL RECEPTACLES AND LIGHT SWITCHES IN THE TENANT'S WALLS, SEE ELECTRICAL DRAWINGS, COORDINATE ALL WORK. ALSO, THE GENERAL CONTRACTOR SHALL PROVIDE ELECTRICAL PANELS, SEE ELECTRICAL DRAWINGS.
2. SEMI-RECESSED FIRE EXTINGUISHER CABINET WITH 10 LB ABC GRADE FIRE EXTINGUISHER. MOUNT TOP OF CABINET AT 4'-6" AFF.
3. WALL-MOUNTED FIRE EXTINGUISHER, 10 LB ABC GRADE. MOUNT TOP AT 4'-0" AFF.
4. AT REMOVED STOREFRONT GLAZING LOCATIONS, PROVIDE 1/4" FULLY TEMPERED GLASS. PROVIDE NEW NEOPRENE GASKETS, MATCH EXISTING.

GENERAL NOTES

1. THE LOCATION AND QUANTITY OF WORK SHOWN BY THE TENANT IS ASSUMED. PHILLIPS SWAGER ASSOCIATES AND THE DECATUR PUBLIC LIBRARY ARE NOT RESPONSIBLE FOR THE TENANT'S WORK.
2. THE GENERAL CONTRACTOR IS NOT RESPONSIBLE FOR PROVIDING THE TENANT'S WORK. HOWEVER, THE GENERAL CONTRACTOR SHALL COORDINATE WORK WITH THE TENANT'S CONTRACTOR OR THE TENANT.
3. THE GENERAL CONTRACTOR SHALL BEGIN WORK IN LEASE SPACE NO. 282 AND MAKE WORK IN THIS SPACE A PRIORITY OVER ALL OTHER WORK.
4. THE GENERAL CONTRACTOR SHALL ALLOW THE TENANT'S CONTRACTOR TO PERFORM WORK IN LEASE SPACE NO. 282 SIMULTANEOUSLY TO THE GENERAL CONTRACTOR'S WORK, AS THE OPPORTUNITY BECOMES AVAILABLE, PROVIDED NO LAWS, CODES, ORDINANCES OR OTHER RESTRICTIONS ARE VIOLATED BY EITHER PARTY.

COPYRIGHT 2000 - PHILLIPS SWAGER ASSOCIATES

STATE OF ILLINOIS — GERALD V. OLDE — 001-014449 — REGISTERED ARCHITECT — DATE 11/5/02 — EXP.

STATE OF ILLINOIS — PHILLIPS SWAGER ASSOCIATES — 184-000268 — PROFESSIONAL DESIGN FIRM

No.	Date	Revisions

TENANT IMPROVEMENTS
DECATUR PUBLIC LIBRARY
DECATUR, MACON COUNTY, ILLINOIS

PSA
PHILLIPS SWAGER ASSOCIATES
architects
engineers
planners
40 shuman blvd, suite 175
naperville, il 60563
ph. 630.548.7000
fax. 630.548.7001

SHEET TITLE:
UPPER LEVEL
ARCHITECTURAL
FLOOR PLAN

PROJ. NO.: 3091.13
DATE: 9/11/00
DRAWN: GVO
CHECKED: GVO
APPROVED: GVO

A1 20

Risk Placement Services, Inc.
Knowledge. Relationships. Trust. Confidence.

Risk Placement Services, Inc. - Barrington
101 S. Wynstone Park Drive

North Barrington, IL 60010

Retail Producer:
Todd Piper
Guy Wood Insurance
1400 Broadway
Mt Vernon, IL 62864
Phone: (618) 242-2050
Fax: (618) 242-2055
Email: toddpiper@guywoodinsurance.com

February 5, 2021

RPS Submission #: 3924493A

PROPOSAL OF INSURANCE

Proposal Information

Insured Name:	Thinkwell LLC
Policy Period:	3/1/2021 to 3/1/2022
Insurance Carrier:	Nautilus Insurance Company NAIC #: 17370
Admitted / Non-Admitted:	Non-Admitted
A. M. Best Rating:	A+ XV

- **Retroactive Date (if Claims Made coverage):**
- **This quote is valid for 30 days or until the proposed inception, whichever is later.**

Physical Location

130 N Franklin St,
Decatur, IL 62523

Limits of Insurance

Coverage: Commercial Package

$2,000,000	General Aggregate
Included	Products & Completed Ops Aggregate
$1,000,000	Personal & Advertising Injury
$1,000,000	Each Occurrence
$100,000	Damage to Premises Rented To You
$5,000	Medical Expense
$5,000	Business Personal Property - RC

Deductible

Deductible	
$500	Each Property Claim
$ 500	BI/PD Combined Per Claim

COINSURANCE: 80%

Rating Information

DATE: 3/11/2021

MEMO: 2021-30

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 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

SUMMARY RECOMMENDATION:
Staff recommends awarding the following contracts to Coe Equipment Co.:

1. A contract in the amount of $394,693.38 to Coe Equipment Co. for one (1) 2022 Vactor Combination Sewer Jetting and Vacuuming Maintenance Truck to replace Vehicle #250.

2. A contract in the State of Illinois Joint Purchasing Agreement amount of $324,193.38 to Coe Equipment Co. for one (1) 2022 Vactor Combination Sewer Jetting and Vacuuming Maintenance Truck to replace Vehicle #249.

BACKGROUND:
The Public Works Department has budgeted the replacement of a sewer jetting and vacuuming truck in this year's budget and one in next year's budget. The expected delivery date for these vehicles is 9 months, putting the City's receiving them and paying for them into the next fiscal year. With this long lead time, staff proposes to order both this year's and next year's trucks now to realize added savings for next year's vehicle and improve our purchasing power by ordering both vehicles together.

It is recommended that these vehicles be purchased using the State of Illinois Joint Purchasing Agreement. The State of Illinois has done all the work for the bidding process which saves the City time and money. The vendor cannot sell the City the same unit for less than the State bid price. However, the vendor can offer more for the vehicle to be traded in.

By purchasing both units now, we lock in the current State of Illinois bid price for next year's truck and the Vactor Dealer has offered $79,000 for next year's trade in. This is a very generous trade in amount for a vehicle the vendor will not take possession of for 9 months.

Vehicle #250 Vactor Combination Sewer Jetting and Vacuuming Truck (FY2021)
The Public Works Department, Municipal Services Division has requested one (1) new sewer truck to

replace one (1) 2004 Vactor Combination Sewer Maintenance Truck due to its age and condition.

The City of Decatur has owned Vactor brand sewer cleaning equipment for many years. Vactor equipment is high quality, reliable and we receive good service from them.

The replaced sewer truck will be used as a trade in toward the cost of the new sewer truck. The original State bid vehicle price was $403,193.38 and was reduced by $8,500 using the old unit as a trade in. It is not likely the trade in amount could have been increased by selling the unit separately.

Vehicle #249 Vactor Combination Sewer Jetting and Vacuuming Truck (FY 2022)
The new sewer truck will replace one (1) 2013 Vactor Combination Sewer Maintenance Truck that is being replaced due to its age and condition.

The replaced sewer truck will be used as a trade in toward the cost of the new sewer truck. The original vehicle price was $403,193.38 and was reduced by $79,000 using the old unit as a trade in. It is not likely the trade in amount could have been increased by selling the unit separately.

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 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 and planned in the 2022 Budget.

ATTACHMENTS:

Description	Type
2021-30 Resolution 1 Vehicle 250 Replacement	Resolution Letter

RESOLUTION NO. _____

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

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

Section 1. That the State of Illinois Joint Purchasing Agreement bid received for one (1) 2022 Vactor Combination Sewer Jetting and Vacuuming Truck, 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 Coe Equipment Co., in the amount of $394,693.38 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 Coe Equipment Co., for their bid price of $394,693.38.

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 19th day of April, 2021.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

Coe Equipment Inc.

5953 Cherry Street, Rochester, IL 62563 • P. 217.498.7200 • F. 217.498.7205 • www.coe-equipment.com

Serving Illinois & Missouri Since 1986 • All Sewer Cleaning & Vacuum Excavation Equipment

Presents a Proposal Summary

of the

VACTOR

2100i

Combination Single Engine Sewer Cleaner with Hydrostatic Driven Vacuum System Mounted on a Heavy Duty Truck Chassis
for

City of Decatur
#1 Gary Anderson Plaza
Decatur, IL 62523

Chuck Spiedel
Tel: 217-494-1978

Quote Number: 2021-40298
Revision 1

Exhibit A

Contents

About Coe Equipment (Background, years in business and business team) 3
Municipal Agencies Using Proposed Solution 3
Location and Contacts 3
Total Delivered Price 5
Proposal Specifications 5

Chuck Spiedel
Tel: 217-494-1978

About Coe Equipment (Background, years in business and business team)

Coe Equipment Incorporated is a distributor of sewer cleaning and municipal equipment to cities and contractors throughout Illinois and Missouri. Our team includes over 115 years of combined experience, and over $500,000 in parts availability. In addition to selling new and used equipment, we also repair all makes and models of sewer cleaning and vacuum equipment. Coe Equipment has been the Vactor Manufacturing, Inc. local manufacturer's representative for over 34 years, since 1986. Coe Equipment has four field technicians and three mechanics certified to work on Vactor equipment. Our warranty and service facility is located in Rochester, IL.

Vactor Manufacturing is the leading manufacturing of sewer cleaners and catch basin cleaners, jetters, industrial vacuum loaders and vacuum excavation equipment featuring innovative technology and custom-configurable designs. Originally founded in Chicago in 1911 as the Myers-Sherman Company, Vactor has been creating and perfecting sewer cleaning equipment for over 100 years. Vactor is located on 20 acres with 245,000 square feet of manufacturing space under one roof in Streator, Illinois and is ISO 9001:2008 and ISO 14001:2004 certified.

Municipal Agencies Using Proposed Solution

Approximately 80% of our service area uses the proposed solution, and approximately 50% of the industry nationwide uses the proposed solution.

Location and Contacts

Coe Equipment, Inc. is headquartered in Rochester, IL. Primary contact information for Coe Equipment is provided below:

Coe Equipment, Inc.
5953 Cherry Street
Rochester, IL 62563
Contact: Chuck Spiedel, Central and Southern Illinois Territory Field Representative
Phone: 217-494-1978
Fax: 217-498-7205
Email: chuck@coe-equipment.com
Office hours: 7:30 AM – 6:00 PM, Monday - Friday
After office hours: Call cell phone to troubleshoot and schedule appointments outside of office hours.

Vactor Manufacturing is headquartered in Streator, IL. Primary contact information for Vactor Manufacturing is provided below:

Vactor Manufacturing, Inc.
1621 S. Illinois Street
Streator, IL 61364
Contact: Hunter Larson, *Regional Sales Manager – Midwest*
Phone: 312-989-5090
Email: hlarson@federalsignal.com
Office hours: 9:00 AM – 5:00 PM, Monday - Friday
After office hours: Call cell phone to troubleshoot and schedule appointments outside of office hours.

Total Delivered Price*

State Bid Truck	City of Decatur	Price
As Awarded 20-494DOT-FINAD-B-1136 – State of Illinois		**$403,316.44**
2115-SE2-Plus – 15 YD	2112-SE2-Plus – 12 YD	-$6,452.00
1009PD Rear Door Screen - Swinging	Fixed Rear Door Over Drain	-$788.00
Fixed Boom Inlet Hose	4013P Rotatable Boom Inlet Hose, Telescoping Boom	$596.00
4011PB Belly Pack Wireless Controls	Joystick Only	-$1,548.00
None	8002P Hand Light w/Bumper Plug	$385.00
None	8029PB Manhole Light	$674.00
None	9070PA Front Bumper Toolboxes with Lights	$2,057.00
None	9075PB Fan Toolbox	$1,527.00
42" (1) Drawer Behind Cab Toolbox	42" (4) Drawer Behind Cab Toolbox	$975.00
Debris Body Coating	None	-$2,500.00
None	(1) Blue Blaster, part number 48226A, 49035BJC-30	$574.58
None	(1) Warthog Magnum, part number, WGR-1-PKG	$3,040.00
None	(1) Blue Thunder, part number 83107GA-30	$1,336.36
	Sub Total	**$403,193.38**
None	Decatur Trade Unit #250 - Model 2110J6 SN 03-07V-8620	-$8,500.00
	Total with Trade	**$394,693.38**

Price includes delivery, on-site operator training, and factory training class admissions.
Title, and license in addition to the unit price.
Price valid for 60 days.
Payment Terms: NET

*Proposal Notes:

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.
2. Chassis specifications and data codes for customer-supplied chassis must be submitted to and approved by Vactor Manufacturing prior to submittal of customer purchase order.
3. All prices quoted are in US Dollars unless otherwise noted.
4. Trade-in requires title, manual, standard accessories, and should be in good working order. Vacuum system, body, debris hoses and pipes must be clean and empty. Trade must pass state and DOT inspection.

This quotation becomes a contract for delivery and payment of the merchandise listed above only when signed by the Company and the customer or one of its officers.

_____	Coe Equipment, Inc.
Customer	Company
_____	Chuck Spiedel
Customer Representative	Company Representative:
_____	3/10/2021
Date	Date

Proposal Specifications

Order Qty	Part Number	Description
1	2112-SE2-PLUS	2100i Single Engine Fan, Dual Stage, 12 yrd Debris, Combo
1	2018P	Additional Water, 1500 Gal Total (12 yrd)
1	3002PSTD	Vacuum, Single Engine - Dual Stage Fan
1	5002PA	80 GPM/2500 PSI
1	009PSTD	Control Panel Box
1	011PSTD	Aluminum Fenders
1	012PSTD	Mud Flaps
1	014PSTD	Electric/Hydraulic Four Way Boom
1	016PSTD	Color Coded Sealed Electrical System
1	019PASTD	Intuitouch Electronic Package
1	020PSTD	Double Acting Hoist Cylinder
1	025PSTD	Handgun Assembly w/35' x 1/2" Hose w/Quick Disconnects
1	026PSTD	Ex-Ten Steel Cylindrical Debris Tank
1	030PSTD	Flexible Hose Guide
1	032PSTD	(3) Nozzles with Carbide Inserts w/Rack
1	045PSTD	Suction Tube Storage - 4 Pipe
1	046PSTD	1" Nozzle Pipe
1	048PSTD	10' Leader Hose
1	1001PSTD	Flat Rear Door w/Hydraulic Locks
1	1005PSTD	Dual Stainless Steel Float Shut Off System
1	1024PSTD	Debris Body Vacuum Relief System
1	1031PSTD	Debris Deflector Plate
1	1033PSTD	60" Dump Height
1	2001PSTD	Low Water Alarm with Water Pump Flow Indicator
1	2011PSTD	3" Y-Strainer at Passenger Side Fill
1	2022PSTD	Additional Water Tank Sight Gauge
1	2023PSTD	Liquid Float Level Indicator
1	3019PSTD	Digital Water Pressure Gauge
1	4006PSTD	Joystick Boom Control
1	4010PSTD	Boom Hose Storage, Post
1	4022PSTD	Telescopic Boom Elbow, Standard
1	5010PSTD	Rodder System Accumulator - Jack Hammer on/off Control w/ manual valve
1	5011PSTD	3" Y-Strainer @ Water Pump
1	5012PSTD	Performance Package
1	5014PSTD	1" Water Relief Valve
1	5015PSTD	Midship High Pressure Coupling
1	5019PSTD	Chassis Engine Cooling Package
1	5022PSTD	Side Mounted Water Pump
1	6005PDSTD	Digital Hose Footage Counter

1	6007PSTD	Hose Reel Manual Hyd Extend/Retract
1	6009PSTD	Hose Reel Chain Cover
1	6020PBSTD	Hydraulic Extending 15", Rotating Hose Reel, 1" x 800' Capacity
1	6017PSTD	Hydraulic Tank Shutoff Valves
1	7001PSTD	Tachometer/Chassis Engine w/Hourmeter
1	7003PSTD	Water Pump Hour Meter
1	7004PSTD	PTO Hour Meter
1	7005PSTD	Hydraulic Oil Temp Alarm
1	8000PSTD	Circuit Breakers
1	8025PSTD	LED Lights, Clearance, Back-up, Stop, Tail & Turn
1	9002PSTD	Tow Hooks, Front
1	9002PSTD	Tow Hooks, Rear
1	9003PSTD	Electronic Back-Up Alarm
1	9021PSTD	Camera System, Rear Only
1	S390ASTD	8" Vacuum Pipe Package
1	S560STD	Emergency Flare Kit
1	S590STD	Fire Extinguisher 5 Lbs.
1	1003P	Debris Body Washout
1	1008PA	6" Rear Door Knife Valve w/Camloc w/Port & Fixed Basket Screen, 6:00 position
1	1008PG	6" Rear Door Port, Removed, 3:00 Position
1	1009P	Internally Mounted Trash Pump w/Screen
1	1014P	Centrifugal Separators (Cyclones)
1	1015P	Folding Pipe Rack, Curbside, 8" Pipe
1	1015PA	Folding Pipe Rack, Streetside, 8" Pipe
1	1015PBFSTD	Fixed Rear Door Pipe Rack, 8" Pipe
1	1022P	Rear Door Splash Shield
1	1023P	Lube Manifold
1	1023PA	Plastic Lube Chart, included with Lube Manifold
1	4015P	180 deg. 10ft Telescoping Boom
1	4013P	Rotatable Boom Inlet Hose, Telescoping Boom
1	5008PB	Cold Weather Recirculator, PTO Driven, 25 GPM
1	5021PC	Hydro Excavation Kit - Includes Lances, Nozzles, Storage Tray, and Vacuum Tubes
1	5023P	Fan Flushout System
1	6003P	800' x 1" Vactor Aeroquip Sewer Hose 2500 PSI in lieu of STD
1	6007PB	Hose Wind Guide (Dual Roller), Auto, Indexing with Pinch Roller
1	6014P	High Pressured Hose Reel
1	6019P	Rodder Pump Drain Valves
1	8001PM	Rear Directional Control, LED Arrowstick
1	8002P	Hand Light w/Bumper Plug
1	8020PE	Lighting Package, 6 Federal Signal Strobe Lights
1	8029PB	Worklight, LED, Hose Reel Manhole

1	9070PA	Toolbox, Front Bumper Mounted, 16 x 12 x 18 w/(2) LED Side Markers
1	9075PB	Toolbox, Driver Side Subframe, 48w x 20h x 12d
1	P112STD	Module Paint, DuPont Imron Elite - Sanded Primer Base
1	P124STD	Vactor 2100i Body Decal, Standard
1	LOGO-APPL.	Vactor/Guzzler Logos - Applied
2	500655B-30	2 Total Vactor Standard Manuals and USB Version
2	500655-30	2 Total Printed Full Vactor Manuals
1	Chassis- Mod	Chassis Modifications Charges
1	FS Allegiant Light Bar	FS Allegiant Light Bar – Cab Mounted

Cab Color - White
Module Color - White

Chassis Options:
2022 International HV607 SBA 6x4, Cummins Engine 370HP, 66,000 GVW, and Allison 3000 RDS Auto Transmission

DATE: 3/11/2021

MEMO: 2021-30

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 State of Illinois Joint Purchasing Contract Holder Bid Price from Coe Equipment Co. for the Purchase of a Vactor Combination Sewer Jetting and Vacuuming Truck Number 250

SUMMARY RECOMMENDATION: Please refer to Council Memo 2021-30.

ATTACHMENTS:

Description	Type
2021-30 Resolution 2 Vehicle 249 Vactor Replacement	Resolution Letter

RESOLUTION NO. _____

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

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

Section 1. That the State of Illinois Joint Purchasing Agreement bid received for one (1) 2022 Vactor Combination Sewer Jetting and Vacuuming Truck, 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 Coe Equipment Co., in the amount of $324,193.38 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 Coe Equipment Co., for their bid price of $324,193.38.

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 19th day of April, 2021.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

(2)

Coe Equipment Inc.

5953 Cherry Street, Rochester, IL 62563 ▪ P. 217.498.7200 ▪ F. 217.498.7205 ▪ www.coe-equipment.com

Serving Illinois & Missouri Since 1986 ▪ All Sewer Cleaning & Vacuum Excavation Equipment

Presents a Proposal Summary

of the

VACTOR

2100i

Combination Single Engine Sewer Cleaner with Hydrostatic Driven Vacuum System Mounted on a Heavy Duty Truck Chassis
for

City of Decatur
#1 Gary Anderson Plaza
Decatur, IL 62523

Chuck Spiedel
Tel: 217-494-1978

Quote Number: 2021-40298(2)
Revision 2a

Exhibit A

Contents

About Coe Equipment (Background, years in business and business team) 3
Municipal Agencies Using Proposed Solution 3
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Chuck Spiedel
Tel: 217-494-1978

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Municipal Agencies Using Proposed Solution

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Location and Contacts

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Coe Equipment, Inc.
5953 Cherry Street
Rochester, IL 62563
Contact: Chuck Spiedel, Central and Southern Illinois Territory Field Representative
Phone: 217-494-1978
Fax: 217-498-7205
Email: chuck@coe-equipment.com
Office hours: 7:30 AM – 6:00 PM, Monday - Friday
After office hours: Call cell phone to troubleshoot and schedule appointments outside of office hours.

Vactor Manufacturing is headquartered in Streator, IL. Primary contact information for Vactor Manufacturing is provided below:

Vactor Manufacturing, Inc.
1621 S. Illinois Street
Streator, IL 61364
Contact: Hunter Larson, *Regional Sales Manager – Midwest*
Phone: 312-989-5090
Email: hlarson@federalsignal.com
Office hours: 9:00 AM – 5:00 PM, Monday - Friday
After office hours: Call cell phone to troubleshoot and schedule appointments outside of office hours.

Total Delivered Price*

Vactor 2112-SE2-Plus – 12 YD	Sale Price with Options Before Trade and No State Bid Discount	$454,973.84
State Bid Truck	City of Decatur	Price
As Awarded 20-494DOT-FINAD-B-1136 – State of Illinois		$ 403,316.44
2115-SE2-Plus – 15 YD	2112-SE2-Plus – 12 YD	-$6,452.00
1009PD Rear Door Screen - Swinging	Fixed Rear Door Over Drain	-$788.00
Fixed Boom Inlet Hose	4013P Rotatable Boom Inlet Hose, Telescoping Boom	$596.00
4011PB Belly Pack Wireless Controls	Joystick Only	-$1,548.00
None	8002P Hand Light w/Bumper Plug	$385.00
None	8029PB Manhole Light	$674.00
None	9070PA Front Bumper Toolboxes with Lights	$2,057.00
None	9075PB Fan Toolbox	$1,527.00
42" (1) Drawer Behind Cab Toolbox	42" (4) Drawer Behind Cab Toolbox	$975.00
Debris Body Coating	None	-$2,500.00
None	(1) Blue Blaster, part number 48226A, 49035BJC-30	$574.58
None	(1) Warthog Magnum, part number, WGR-1-PKG	$3,040.00
None	(1) Blue Thunder, part number 83107GA-30	$1,336.36
	Sub Total	$403,193.38
None	Decatur Trade Unit #249 - Model 2110J6 SN 13-07V-13995	-$79,000.00
	Total with Trade	$324,193.38

Price includes delivery, on-site operator training, and factory training class admissions.
Title, and license in addition to the unit price.
Price valid for 60 days.
Payment Terms: NET

*Proposal Notes:

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.
2. Chassis specifications and data codes for customer-supplied chassis must be submitted to and approved by Vactor Manufacturing prior to submittal of customer purchase order.
3. All prices quoted are in US Dollars unless otherwise noted.
4. Trade-in requires title, manual, standard accessories, and should be in good working order. Vacuum system, body, debris hoses and pipes must be clean and empty. Trade must pass state and DOT inspection.

This quotation becomes a contract for delivery and payment of the merchandise listed above only when signed by the Company and the customer or one of its officers.

_____	Coe Equipment, Inc.
Customer	Company
_____	Chuck Spiedel
Customer Representative	Company Representative:
_____	3/10/2021
Date	Date

Proposal Specifications

Order Qty	Part Number	Description
1	2112-SE2-PLUS	2100i Single Engine Fan, Dual Stage, 12 yrd Debris, Combo
1	2018P	Additional Water, 1500 Gal Total (12 yrd)
1	3002PSTD	Vacuum, Single Engine - Dual Stage Fan
1	5002PA	80 GPM/2500 PSI
1	009PSTD	Control Panel Box
1	011PSTD	Aluminum Fenders
1	012PSTD	Mud Flaps
1	014PSTD	Electric/Hydraulic Four Way Boom
1	016PSTD	Color Coded Sealed Electrical System
1	019PASTD	Intuitouch Electronic Package
1	020PSTD	Double Acting Hoist Cylinder
1	025PSTD	Handgun Assembly w/35' x 1/2" Hose w/Quick Disconnects
1	026PSTD	Ex-Ten Steel Cylindrical Debris Tank
1	030PSTD	Flexible Hose Guide
1	032PSTD	(3) Nozzles with Carbide Inserts w/Rack
1	045PSTD	Suction Tube Storage - 4 Pipe
1	046PSTD	1" Nozzle Pipe
1	048PSTD	10' Leader Hose
1	1001PSTD	Flat Rear Door w/Hydraulic Locks
1	1005PSTD	Dual Stainless Steel Float Shut Off System
1	1024PSTD	Debris Body Vacuum Relief System
1	1031PSTD	Debris Deflector Plate
1	1033PSTD	60" Dump Height
1	2001PSTD	Low Water Alarm with Water Pump Flow Indicator
1	2011PSTD	3" Y-Strainer at Passenger Side Fill
1	2022PSTD	Additional Water Tank Sight Gauge
1	2023PSTD	Liquid Float Level Indicator
1	3019PSTD	Digital Water Pressure Gauge
1	4006PSTD	Joystick Boom Control
1	4010PSTD	Boom Hose Storage, Post
1	4022PSTD	Telescopic Boom Elbow, Standard
1	5010PSTD	Rodder System Accumulator - Jack Hammer on/off Control w/ manual valve
1	5011PSTD	3" Y-Strainer @ Water Pump
1	5012PSTD	Performance Package
1	5014PSTD	1" Water Relief Valve
1	5015PSTD	Midship High Pressure Coupling
1	5019PSTD	Chassis Engine Cooling Package
1	5022PSTD	Side Mounted Water Pump
1	6005PDSTD	Digital Hose Footage Counter

1	6007PSTD	Hose Reel Manual Hyd Extend/Retract
1	6009PSTD	Hose Reel Chain Cover
1	6020PBSTD	Hydraulic Extending 15", Rotating Hose Reel, 1" x 800' Capacity
1	6017PSTD	Hydraulic Tank Shutoff Valves
1	7001PSTD	Tachometer/Chassis Engine w/Hourmeter
1	7003PSTD	Water Pump Hour Meter
1	7004PSTD	PTO Hour Meter
1	7005PSTD	Hydraulic Oil Temp Alarm
1	8000PSTD	Circuit Breakers
1	8025PSTD	LED Lights, Clearance, Back-up, Stop, Tail & Turn
1	9002PSTD	Tow Hooks, Front
1	9002PSTD	Tow Hooks, Rear
1	9003PSTD	Electronic Back-Up Alarm
1	9021PSTD	Camera System, Rear Only
1	S390ASTD	8" Vacuum Pipe Package
1	S560STD	Emergency Flare Kit
1	S590STD	Fire Extinguisher 5 Lbs.
1	1003P	Debris Body Washout
1	1008PA	6" Rear Door Knife Valve w/Camloc w/Port & Fixed Basket Screen, 6:00 position
1	1008PG	6" Rear Door Port, Removed, 3:00 Position
1	1009P	Internally Mounted Trash Pump w/Screen
1	1014P	Centrifugal Separators (Cyclones)
1	1015P	Folding Pipe Rack, Curbside, 8" Pipe
1	1015PA	Folding Pipe Rack, Streetside, 8" Pipe
1	1015PBFSTD	Fixed Rear Door Pipe Rack, 8" Pipe
1	1022P	Rear Door Splash Shield
1	1023P	Lube Manifold
1	1023PA	Plastic Lube Chart, included with Lube Manifold
1	4015P	180 deg. 10ft Telescoping Boom
1	4013P	Rotatable Boom Inlet Hose, Telescoping Boom
1	5008PB	Cold Weather Recirculator, PTO Driven, 25 GPM
1	5021PC	Hydro Excavation Kit - Includes Lances, Nozzles, Storage Tray, and Vacuum Tubes
1	5023P	Fan Flushout System
1	6003P	800' x 1" Vactor Aeroquip Sewer Hose 2500 PSI in lieu of STD
1	6007PB	Hose Wind Guide (Dual Roller), Auto, Indexing with Pinch Roller
1	6014P	High Pressured Hose Reel
1	6019P	Rodder Pump Drain Valves
1	8001PM	Rear Directional Control, LED Arrowstick
1	8002P	Hand Light w/Bumper Plug
1	8020PE	Lighting Package, 6 Federal Signal Strobe Lights
1	8029PB	Worklight, LED, Hose Reel Manhole

1	9070PA	Toolbox, Front Bumper Mounted, 16 x 12 x 18 w/(2) LED Side Markers
1	9075PB	Toolbox, Driver Side Subframe, 48w x 20h x 12d
1	P112STD	Module Paint, DuPont Imron Elite - Sanded Primer Base
1	P124STD	Vactor 2100i Body Decal, Standard
1	LOGO-APPL.	Vactor/Guzzler Logos - Applied
2	500655B-30	2 Total Vactor Standard Manuals and USB Version
2	500655-30	2 Total Printed Full Vactor Manuals
1	Chassis- Mod	Chassis Modifications Charges
1	FS Allegiant Light Bar	FS Allegiant Light Bar – Cab Mounted

Cab Color - White
Module Color - White

Chassis Options:
2022 International HV607 SBA 6x4, Cummins Engine 370HP, 66,000 GVW, and Allison 3000 RDS Auto Transmission

DATE: 4/8/2021

MEMO: 2021-45

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 Coe Equipment Co. for the Purchase of a Vactor Vacuum Excavator

SUMMARY RECOMMENDATION: Staff recommends awarding a contract in the Sourcewell awarded contract amount of $377,901.75 to Coe Equipment Co. for one (1) 2022 Vactor Vacuum Excavation Truck to replace Vehicle #116.

BACKGROUND:
Vehicle #116 Vactor Vacuum Excavation Truck
The Public Works Department, Water Services Division has requested one (1) new vacuum excavation truck to replace one (1) trailer mounted vacuum excavator due to its age and condition.

The replacement sewer truck is estimated to be delivered in approximately 270 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 City of Decatur has owned Vactor brand sewer cleaning equipment for many years. Vactor equipment has proven to be high quality and reliable.

The Water Services Division performs over 200 excavations per year that require the use of a vacuum excavator due to the proximity of other utilities such as gas mains and fiber optic lines buried near the City of Decatur Water System. The larger more powerful vacuum unit specified here will allow City crews to perform excavations in a safer and more efficient manner.

The replaced trailer mounted vacuum excavator will be auctioned off.

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 Services 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 this expenditure is available in the FY 2021 Budget and planned to be included in the 2022 Budget when the vehicle will be received.

ATTACHMENTS:

Description	Type
2021-45 Resolution Vactor Vacuum Excavator Purchase	Resolution Letter

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE SOURCEWELL BID PRICE FROM COE EQUIPMENT CO. FOR THE PURCHASE OF A 2022 VACTOR VACUUM EXCAVATOR

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

Section 1. That the Sourcewell bid through Coe Equipment Co. received for one (1) 2022 Vactor Vacuum Excavator, 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 Coe Equipment Co., in the amount of $377,901.75 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 Coe Equipment Co., for their bid price of $377,901.75.

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 19th day of April, 2021.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

Coe Equipment Inc.

V.E.

5953 Cherry Street, Rochester, IL 62563 • P. 217.498.7200 • F. 217.498.7205 • www.coe-equipment.com

Serving Illinois & Missouri Since 1986 • All Sewer Cleaning & Vacuum Excavation Equipment

Presents a Proposal Summary

of the

TRUVAC™
by Vactor Mfg., Inc.

HXX Prodigy

Single Engine Hydro Excavation Machine with Positive Displacement Vacuum System Mounted on a Heavy Duty Truck Chassis

for

City of Decatur
#1 Gary Anderson Plaza
Decatur, IL 62523

Sourcewell
Formerly NJPA

Sourcewell Member ID# 66300 Contract# 122017-FSC-2

Exhibit A

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Municipal Agencies Using Proposed Solution 3
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About Coe Equipment (Background, years in business and business team)

Coe Equipment Incorporated is a distributor of sewer cleaning and municipal equipment to cities and contractors throughout Illinois and Missouri. Our team includes over 115 years of combined experience, and over $500,000 in parts availability. In addition to selling new and used equipment, we also repair all makes and models of sewer cleaning and vacuum equipment. Coe Equipment has been the Vactor Manufacturing, Inc. local manufacturer's representative for over 34 years, since 1986. Coe Equipment has four field technicians and three mechanics certified to work on Vactor equipment. Our warranty and service facility is located in Rochester, IL.

Vactor Manufacturing is the leading manufacturing of sewer cleaners and catch basin cleaners, jetters, industrial vacuum loaders and vacuum excavation equipment featuring innovative technology and custom-configurable designs. Originally founded in Chicago in 1911 as the Myers-Sherman Company, Vactor has been creating and perfecting sewer cleaning equipment for over 100 years. Vactor is located on 20 acres with 245,000 square feet of manufacturing space under one roof in Streator, Illinois and is ISO 9001:2008 and ISO 14001:2004 certified.

Municipal Agencies Using Proposed Solution

Approximately 80% of our service area uses the proposed solution, and approximately 50% of the industry nationwide uses the proposed solution.

Location and Contacts

Coe Equipment, Inc. is headquartered in Rochester, IL. Primary contact information for Coe Equipment is provided below:

Coe Equipment, Inc.
5953 Cherry Street
Rochester, IL 62563
Contact: Chuck Spiedel, *Central/Southern Illinois Territory Field Representative*
Phone: 217-494-1978
Fax: 217-498-7205
Email: chuck@coe-equipment.com
Office hours: 7:30 AM – 6:00 PM, Monday - Friday
After office hours: Call cell phone to troubleshoot and schedule appointments outside of office hours.

Vactor Manufacturing is headquartered in Streator, IL. Primary contact information for Vactor Manufacturing is provided below:

Vactor Manufacturing, Inc.
1621 S. Illinois Street
Streator, IL 61364
Contact: Hunter Larson, *Regional Sales Manager – Midwest*
Phone: 312-989-5090
Email: hlarson@federalsignal.com
Office hours: 9:00 AM – 5:00 PM, Monday - Friday
After office hours: Call cell phone to troubleshoot and schedule appointments outside of office hours.

Proposal Specifications

Order Qty	Part Number	Description
1	PRD1005	HXX Prodigy PD, 16" Vacuum, 9 yrd Debris, 600 U.S. Gal Water
1	PRD60STD	Mandatory Mounting Charge
1	PRD01STD	Exten Steel Debris Body
1	PRD02STD	Flat Rear Door w/Hyd Locks/Lift
1	PRD04STD	8" Inspection Port W/Ladder
1	PRD05STD	Rear Door Prop
1	PRD06STD	Dual S.S. Float Ball Shut Off
1	PRD07STD	DigRight Technology
1	PRD09STD	Electronic Low Water Indicator
1	PRD10STD	10 GPM/3000 PSI Water System
1	PRD11STD	75' Retractable Handgun Reel
1	PRD12STD	Roots 624 Blower W/Direct Drive Transfer Case
1	PRD13STD	Single Cyclone Separator
1	PRD014STD	Vacuum Relief
1	PRD4011STD	Wireless Remote w/Pump,Vac Relief
1	PRD16STD	Vacuum Pipe Package
1	PRD17STD	Excavating Lance Package
1	PRD18STD	Tool Trays, Aluminum, Driver Side
1	PRD20STD	Electronic Back-Up Alarm
1	PRD127STD	Grounding cable to tie debris body, sub frame, and chassis
1	PRD103STD	Control Cabinet Tool Box - 36w x 24h x 18d
1	PRD104STD	Water Pump Cabinet Tool Box - 50w x 30h x 30d
1	PRD03ESTD	6" Rear Door Knife Valve w/Camloc, 6:00 position - Standard
1	PRD4012STD	Remote Corded Pendant
1	PRD6017STD	Hydraulic Tank Shutoff Valves
1	PRD1005	HXX Prodigy PD, 16" Vacuum, 9 yrd Debris, 600 U.S. Gal Water
1	PRD60STD	Mandatory Mounting Charge
1	PRD01STD	Exten Steel Debris Body
1	PRD02STD	Flat Rear Door w/Hyd Locks/Lift
1	PRD04STD	8" Inspection Port W/Ladder
1	PRD05STD	Rear Door Prop
1	PRD06STD	Dual S.S. Float Ball Shut Off
1	PRD07STD	DigRight Technology
1	PRD09STD	Electronic Low Water Indicator
1	PRD10STD	10 GPM/3000 PSI Water System
1	PRD11STD	75' Retractable Handgun Reel
1	PRD12STD	Roots 624 Blower W/Direct Drive Transfer Case
1	PRD13STD	Single Cyclone Separator
1	PRD014STD	Vacuum Relief
1	PRD4011STD	Wireless Remote w/Pump,Vac Relief
1	PRD16STD	Vacuum Pipe Package
1	PRD17STD	Excavating Lance Package
1	PRD18STD	Tool Trays, Aluminum, Driver Side
1	PRD20STD	Electronic Back-Up Alarm
1	PRD127STD	Grounding cable to tie debris body, sub frame, and chassis
1	PRD103STD	Control Cabinet Tool Box - 36w x 24h x 18d

1	PRD104STD	Water Pump Cabinet Tool Box - 50w x 30h x 30d
1	PRD03ESTD	6" Rear Door Knife Valve w/Camloc, 6:00 position - Standard
1	PRD4012STD	Remote Corded Pendant
1	PRD6017STD	Hydraulic Tank Shutoff Valves
1	PRD9031STD	Camera System, Rear Only
1	PRD1015A	Folding Pipe Rack, Streetside
1	PRD1015B	Folding Pipe Rack, Rear Door
1	PRD1022STD	Rear Door Splash Shield
1	PRD1023	Lube Manifold
1	PRD1023A	Plastic Lube Chart, included with Lube Manifold
1	PRD1026	Debris Body Vibrator, Electric
1	PRD0012	320 deg. 5ft Telescoping Boom
1	PRD2006	Air Purge
1	PRD2021B	Water Heater, 400,000 BTU's
1	PRD5010C	Cold Weather Package 2 - Includes PTO Cold Weather Recirculator
1	PRD6013	Hydraulic Tool Package
1	PRD8001M	Rear Directional Control, LED Arrowstick
1	PRD8004F	Rear Mounted, LED Beacon Light w/ Limb Guard
1	PRD8004G	Front Mounted, LED Beacon Light w/Limb Guard
1	PRD8002A	Waterproof, Rechargable, Wireless, Handheld, LED Spot Light w/12V Charger and Plug
1	PRD8009	Worklight, Operators Station
1	PRD8011	Worklights (2), Boom
1	PRD8016	Worklights (2), Rear Door
1	PRD8020E	6 Amber LED Flashing Light System (2 Rear Mounted, 2 Passenger and 2 Driver Side)
1	PRD8035	(1) 110 Volt, 3000 Watt, GFCI Electrical Outlet Passenger Side
1	PRD9025STD	Toolbox, Passenger Side Subframe in lieu of Tool Tray, 104w x 24h x 22d
1	PRD9042	Toolbox, Driver Side Frame Rail below Oil Cooler, 36w x 24h x 24d
1	PRDP112STD	Module Paint, DuPont Imron Elite - Sanded Primer Base
1	LOGO-APPL.	TruVac Logos - Applied
2	512459-30	2 Total TruVac Standard Manuals and USB Version
1	*PRD9025A	Toolbox, Driver Side Subframe in lieu of Tool Tray, 104w x 24h x 22d
1	R27307	Retractable hose reel for hydraulic tool package
1	R26405	Heated toolbox - Glycol Heated and Foil-Backed Closed Cell Insulated Over Fender
1	R19396	LED strip lighting in all toolboxes
1	1001858-080	RIPSAW #8.0 REPAIR KIT
3	APX-377-BH	Sonetics Wireless Headset
1	SCH-305	Sonetics Portable Base
1	SON-CC3	Sonetics Charging Case
1	1140363B-30	Spare Air Filter
1	500619F-30	SAFETY SHUTOFF VALVE ASSY
1	20188N-30	QD Fitting
1	1003088-080	MACHETE #8
1	ACCY-IRRTUBE-6-4	IRRIGATION TUBE KIT, 6-4 REDUCER
1	32087-30	QUICK CLAMP 6"

1	58990A-30	AIR ADAPTER, ADJUSTABLE, 6
1	VTR R63NPTA	6" Flange * 3" NPT With 3" male Camlock "A"
1	Misc	3" female cam to 1-1/4" pvc pipe

Module Paint Color - White
Cab Color - White

Chassis Options:
2022 International HV607 SBA 6X4, Cummins Engine 370HP, 62,000 GVW, and Allison 3000 RDS Auto Transmission

Total Delivered Price*

Factory List Price:	$305,351.75
2022 IH HV607 6x4 SBA Chassis:	$94,399.70
Subtotal:	$399,751.45
Sourcewell Discount (Member ID# 66300 Contract# 122017-FSC-2):	-$21,849.70
Total with Sourcewell Discount:	**$377,901.75**

Price includes delivery, on-site operator training, and factory training class admission.
Title, and license in addition to the unit price.
Price valid for 60 Days.
Payment Terms: NET

*Proposal Notes:

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.
2. Chassis specifications and data codes for customer-supplied chassis must be submitted to and approved by Vactor Manufacturing prior to submittal of customer purchase order.
3. All prices quoted are in US Dollars unless otherwise noted.

This quotation becomes a contract for delivery and payment of the merchandise listed above only when signed by the Company and the customer or one of its officers.

_____	Coe Equipment, Inc.
Customer	Company
_____	Chuck Spiedel
Customer Representative	Company Representative
_____	March 18, 2021
Date	Date

LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACTOR/GUZZLER MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

2100 Series, HXX, Series and Jetters	10 years against metal water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 years against any factory defect in material or workmanship.
2100 Series and HXX only	5 years against leakage of debris tank, centrifugal compressor or housing due to rust-through.
2100 Series and Jetters	2 years - Vactor Rodder Pump on all unit serial numbers starting with 13-##V-#####

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Vactor/Guzzler distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be respons ble for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses and gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

GUZZLER
VACTOR

VACTOR/GUZZLER MANUFACTURING
1621 S. Illinois Street
Streator, IL 61364

12-13-2012

DATE: 3/30/2021

MEMO: 2021-44

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

FROM: **Scot Wrighton, City Manager**
Matt Newell, Public Works Director
Jim Getz, Police Chief
Deborah M. Perry, Purchasing Supervisor

SUBJECT: Resolution Accepting the State of Illinois Joint Purchasing Agreement Bid Price of Morrow Brothers Ford Inc. for the Purchase of 2021 Ford Police Interceptor Utility Vehicles

SUMMARY RECOMMENDATION:
Staff recommends authorizing the following resolutions:

1. Resolution awarding a contract in the State of Illinois Joint Purchasing Agreement amount of $203,480 to Morrow Brothers Ford Inc. for four (4) 2021 Ford Interceptor Utility Vehicles.

2. Resolution awarding a contract in the State of Illinois Joint Purchasing Agreement amount of $111,490 to Morrow Brothers Ford Inc. for two (2) 2021 Ford Interceptor Utility Vehicles with High Performance EcoBoost Engine.

The bid amounts include the cost of the vehicles along with the Police Department equipment required for up fitting.

BACKGROUND:
The City of Decatur Police Department has requested six (6) new vehicles to replace three (3) Chevrolet Impalas and three (3) Ford Interceptor utility vehicles.

The vehicles being replaced are:
Unit 841 a 2015 Ford Interceptor with 104,809 miles.

Unit 842 a 2016 Ford Interceptor with 106,451 miles.

Unit 844 a 2016 Ford Interceptor with 100,542 miles.

Unit 864 a 2008 Chevrolet Impala with 70,829 miles.

Unit 871 a 2006 Chevrolet Impala with 83,885 miles.

Unit 882 a 2007 Chevrolet Impala with 106,632 miles.

As part of the new vehicle purchase, 2 will have high performance EcoBoost engines requested by the Police Department for occasions that require an improved emergency response.

Computer equipment and body cams will be transferred to the new vehicles from the replaced vehicles.

The replacement vehicles are estimated to be delivered in 90 days.

DISPOSAL OF REPLACED UNITS: The above vehicles are being replaced due to age and condition and will be sold/auctioned.

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 Police Department 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 expenditure is available in the FY2021 Budget.

ATTACHMENTS:

Description	Type
2021-44 Resolution 1	Resolution Letter

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE STATE OF ILLINOIS JOINT PURCHASING CONTRACT HOLDER BID PRICE OF MORROW BROTHERS FORD INC. FOR THE PURCHASE OF 2021 FORD INTERCEPTOR UTILITY VEHICLES

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

Section 1. That the quote of the bid received for four (4) Ford 2021, Police Interceptor Utility Vehicles, Bid presented herewith as Exhibit A be, and it is hereby, received, and placed on file.

Section 2. That the cost of Morrow Brothers Ford Inc., in the amount of $203,480, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and she is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Morrow Brothers Ford Inc., for their price of $203,480.

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 19th day of April, 2021.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

MORROW BROTHERS Ford
Greenfield, IL 877-368-3038
WWW.MORROWBROTHERSFORDINC.COM
1242 Main Street • GREENFIELD IL 62044
(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

March 23, 2021

City of Decatur Illinois

We have figured the following for your consideration.

1-New 2021 Ford Police Interceptor Utility AWD
Black Exterior, Cloth Front/Vinyl Rear Seating
3.3L Gasoline Engine
18D Hatch Timer Delete
43D Dark Mode Interior
68G Rear L/W/H Inoperative
60A Grill/Lamp/Speaker Wiring
21L Front Auxiliary Warning
19V Rear Camera on Demand
549 Power Heated Mirrors
47A Factory Police Engine Idle
59B Fleet Keyed 1284x
55F Remote Keyless Entry
61B OBD-2 Split Connector
New MP License/Title
Delivery to Decatur Fleet
Vehicle Warning Equipment – Per attached page
All other standard equipment – Per attached page

Illinois Government Price $50,870.00

Additional options can be added as required. Any and all trade in vehicles are welcome regardless of miles or condition. Let me know if you have any questions.

Thank you,

Richie Morrow Wellenkamp
Government Sales Manager
Morrow Brothers Ford, Inc.

DATE: 3/30/2021

MEMO: 2021-44

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

FROM: **Scot Wrighton, City Manager**
Matt Newell, Public Works Director
Jim Getz, Police Chief
Deborah M. Perry, Purchasing Supervisor

SUBJECT: Resolution Accepting the State of Illinois Joint Purchasing Agreement Bid Price of Morrow Brothers Ford Inc. for the Purchase of 2021 Ford Police Interceptor Utility Vehicles

SUMMARY RECOMMENDATION: Please refer to Council Memo 2021-44

ATTACHMENTS:

Description	Type
2021-44 Resolution 2 Police Vehicles ECOBoost	Resolution Letter

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE STATE OF ILLINOIS JOINT PURCHASING CONTRACT HOLDER BID PRICE OF MORROW BROTHERS FORD INC. FOR THE PURCHASE OF 2021 FORD INTERCEPTOR UTILITY VEHICLES WITH HIGH PERFORMANCE ECOBOOST ENGINES

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

Section 1. That the quote of the bid received for two (2) Ford 2021, Police Interceptor Utility Vehicles with High Performance EcoBoost Engines, Bid presented herewith as Exhibit A be, and it is hereby, received, and placed on file.

Section 2. That the cost of Morrow Brothers Ford Inc., in the amount of $111,490, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and she is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Morrow Brothers Ford Inc., for their price of $111,490.

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 19th day of April, 2021.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

MORROW BROTHERS Ford
Greenfield, IL 877-368-3038
WWW.MORROWBROTHERSFORDINC.COM
1242 Main Street • GREENFIELD IL 62044
(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

March 23, 2021

City of Decatur Illinois **EcoBoost Engine, Dual Spotlights**

We have figured the following for your consideration.

1-New 2021 Ford Police Interceptor Utility AWD
Black Exterior, Cloth Front/Vinyl Rear Seating
3.3L EcoBoost Gasoline Engine
18D Hatch Timer Delete
43D Dark Mode Interior
68G Rear L/W/H Inoperative
60A Grill/Lamp/Speaker Wiring
21L Front Auxiliary Warning
19V Rear Camera on Demand
549 Power Heated Mirrors
47A Factory Police Engine Idle
59B Fleet Keyed 1284x
55F Remote Keyless Entry
61B OBD-2 Split Connector
New MP License/Title
Delivery to Decatur Fleet
Vehicle Warning Equipment – Per attached page
All other standard equipment – Per attached page

Illinois Government Price $55,745.00

Additional options can be added as required. Any and all trade in vehicles are welcome regardless of miles or condition. Let me know if you have any questions.

Thank you,

Richie Morrow Wellenkamp
Government Sales Manager
Morrow Brothers Ford, Inc.

DATE: 4/12/2021

MEMO: 2021-47

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

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

SUBJECT: Resolution Accepting the Bid and Authorizing the Execution of a Contract with Burdick Plumbing and Heating Co., Inc. for 2021 Annual Water Main Replacement Project, Bay Shore and Greenswitch Areas
City Project 2021-10

SUMMARY RECOMMENDATION:
It is recommended by staff that the City Council approve the attached resolution accepting the bid and awarding the contract for the 2021 Annual Water Main Replacement Project, Bay Shore and Greenswitch Areas, City Project 2021-10, to Burdick Plumbing & Heating Co., Inc. as the lowest responsive and responsible bidder in the amount of $4,499,711.00, and that the Mayor be authorized to execute the contract, and the City Clerk to attest. The contract documents excluding project specific drawings, conditions and provisions are attached.

BACKGROUND:
Project Description
The 2021 Annual Water Main Replacement Project is focused in five areas shown on the attached location maps: Greenswitch Area, Rea's Bridge Road, Bay Shore Area, Brush College Road 24" valve replacement and Jasper Street 20" Valve Replacement.

The Greenswitch Area is a water main extension through the newly annexed area along Greenswitch Road, with short extensions on Cleta Street, and Carolyn Avenue north of Mound. The area currently does not have City water available.

The Rea's Bridge Road area is a relocation of an existing watermain that is required to be moved prior to Macon County's planned replacement of Rea's Bridge over Lake Decatur. The proposed road profile that will be completed with the bridge work will remove required cover over the watermain.

The Bay Shore Area is a watermain replacement of the existing main serving the South Shores neighborhood along the streets of Point Bluff Drive, Bay Shore Drive, Shoreline Drive, Woodhill Drive, Hackberry Drive, and Timber Drive. The existing watermain has an extensive break history and has reached the end of its useful service life.

The two water main valve replacement projects are large valves identified in need of replacement to provide system operation reliability. The Brush College Road valve will be necessary during water main relocation work as part of the Brush College Road Grade Separation Project.

The overall project includes the installation of new water mains, fire hydrants, valves, services, traffic control, and associated sitework.

Public Letting Results

The project plans and specifications were prepared by the Public Works Department. The project was advertised on Wednesday, March 17, 2021, and bids were opened on Wednesday, April 7, 2021. The results from the letting are as follows:

	Burdick Plumbing and Heating Co., Inc.	**Engineer's Estimate**
Bid Price	**$4,499,711.00**	$4,407,315.00
Compared to Engineer's Estimate Over/-Under	**(2.10%)**	----

Five contractors took out bid packages and one contractor submitted a bid proposal for the project. Burdick Plumbing & Heating Co., Inc. provided the lowest responsive and responsible bid at 2.10% above the Engineer's Estimate. The bid received is reasonable for the required work and comparable to the previous year's bids.

The 2021 Budget and Capital Improvement Plan (CIP) included the following water main relocation/replacement projects:

Project Area	**Budget**
Greenswitch Area	$800,000
Reas Bridge Rd Area	$100,000
Bay Shore Area, Phase 1 of 2	$2,100,000
Valve and Hydrant Replacement Project	$500,000
Brush College Grade Separation Watermain Relocation	$960,000
Total	**$4,460,000**

The FY 2021 funding proposed for the relocation of the watermain for the Brush College Grade Separation Project will not be used this fiscal year and it is proposed to divert that funding to the water main replacement project. This will allow the overall project in the Bay Shore area to be completed under one project rather than split into two projects over 3-4 years. In addition, with the volatility of the construction market at this time, the City will likely realize a cost savings to complete the work in a shorter amount of time under one contract.

Burdick has successfully completed several projects for the City. Staff recommends that the City Council approve a contract with Burdick Plumbing & Heating Co., Inc. to perform the 2020 Annual Water Main Replacement Project.

MINORITY PARTICIPATION GOALS:

Contractors for City Projects shall comply with City Code Chapter 28, Article 10, "Minority Participation Goals for Public Works Contracts."

Contractors for City projects shall make a good faith effort to comply with the following minimum goals:

1. Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises (MBE) if subcontracting opportunities are available and/or ten (10) percent of the total dollar amount should be for the purchase of goods, material, and equipment to MBE; and,
2. Eighteen (18) percent of the total hours worked should be performed by minority workers.
3. If the use of Minority Business Enterprise meets or exceeds 20% the final contract value, the City will award a 2% Bonus based on the final contract amount up to a maximum of $50,000.

Burdick has provided documentation demonstrating that they intend that their MBE use will meet the 20% final contract value, which would make them eligible for a 2% bonus payment at the end of the project. The bonus is based on the final contract amount and for this project it is anticipated it will be capped at the $50,000.

PRIOR COUNCIL ACTION:
The 2021 Capital Improvements Plan included an allocation of funds for this project. The water main replacement project is an annual project issued by the City.

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

INPUT FROM OTHER SOURCES:
None

LEGAL REVIEW: The project plans and specifications were reviewed and approved by Legal Counsel November 25, 2020

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

BUDGET/TIME IMPLICATIONS:
Budget Impact: Funding for this project is allocated in the Water Non-Lake Capital Fund which is supported by water fees. The total project cost is $4,499,711.

Staff Impact: Staff has allocated time to manage this project.

SCHEDULE: Work on this project is expected to begin in May with a completion date in July 2022.

ATTACHMENTS:

Description	Type
Resolution Accepting Bid and Authorizing Contract City Project 2021-10 with Exhibit A	Resolution Letter
Council Bid Tab 2021-10	Backup Material
Location Map Bay Shore	Backup Material
Location Map Greenswitch	Backup Material
Location Map Reas Bridge	Backup Material
Location Map Valves	Backup Material

RESOLUTION NO. _____

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

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

Section 1. That the tabulation of bids received for City Project 2021-10, 2021 Annual Water Main Replacement Project, Bay Shore and Greenswitch areas, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Burdick Plumbing and Heating Co., Inc. in the amount of $4,499,711.00 be, and it is hereby, accepted and a contract awarded, accordingly.

Section 3. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute a contract between the City of Decatur, Illinois, and Burdick Plumbing and Heating Co., Inc. attached hereto as Exhibit A and made a part hereof, for said plan, in the amount of $4,499,711.00.

Section 4. That at the end of the contract and after the City has verified and documented that Minority Business Enterprise expenditures met or exceeded twenty percent (20%) of the total contract value, the City will pay 2% of the final contract value up to a maximum of $50,000 as a bonus.

PRESENTED and ADOPTED this 19th day of April 2021.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim L. Althoff, City Clerk

EXHIBIT A

PROJECT MANUAL

2021 ANNUAL WATER MAIN REPLACEMENT PROJECT
BAY SHORE AND GREENSWITCH AREAS

CITY PROJECT 2021-10

March 2021

A project of the

CITY OF DECATUR ILLINOIS
PUBLIC WORKS DEPARTMENT
1 GARY K. ANDERSON PLAZA
DECATUR, IL 62523

FOR BIDDING

CITY OF DECATUR
2021 ANNUAL WATER MAIN REPLACEMENT PROJECT
BAY SHORE AND GREENSWITCH AREAS

Julie Moore Wolfe
Mayor

Pat McDaniel	Chuck Kuhle
David Horn	Rodney Walker
Lisa Gregory	Bill Faber

Scot Wrighton ..... City Manager
Wendy Morthland ..... Corporation Counsel
Kim Althoff..... City Clerk
Gregg Zientara ..... City Treasurer
Matt Newell ..... Director of Public Works

CITY OF DECATUR

2021 ANNUAL WATER MAIN REPLACEMENT PROJECT
BAY SHORE AND GREENSWITCH AREAS

CITY PROJECT 2021-10

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ADVERTISEMENT FOR BIDS

TIME AND PLACE OF OPENING BIDS:

Sealed proposals for the improvement described herein will be received at the **City of Decatur Purchasing Division** located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523, until ***10:00 AM, April 7, 2021*****,** and thereafter publicly opened and read.

DESCRIPTION OF PROJECT:

The proposed improvement is officially known as:

2021 ANNUAL WATER MAIN REPLACEMENT PROJECT BAY SHORE AND GREENSWITCH AREAS

CITY PROJECT 2021-10

The proposed project herein specified and described includes the following work:

Installing water main and associated appurtenances in the Bay Shore, Greenswitch, and Rea's Bridge areas, the project has approx. 2,400 feet of 12", 8,100 feet of 8", and 5,500' of 6" Water Main. The project also includes a 24" and 20" valve replacement.

The work also includes erosion control, pavement and landscape restoration, and traffic control.

INSTRUCTIONS TO BIDDERS:

1. **A MANDATORY PRE-BID** will be held by ***CONFERENCE CALL ONLY*** on **Wednesday, March 24, 2021, at 10:00 A.M.** In addition to project questions, the opportunity will be provided to discuss the City's minority participation goals. **Attendance is required to bid on the project. To join the Conference call, please call 1-888-450-5996. When prompted please enter the passcode 133891.**
2. Plans, specifications and proposal forms may be obtained from Decatur Blue Print, Inc. 230 West Wood Street, Decatur, Illinois, 62523, (217) 423-7589, www.decaturblue.com. **To receive updates or addenda you must be on the Plan Holders list for this project through Decatur Blue Print.**
3. Payment shall be made to Decatur Blue Print, Inc. **No refund will be made for the plans, specification, or proposal forms returned.**
4. Plans and specifications are **available for viewing** at the following locations:

www.decaturblue.com
Plans & Portals
Public Projects
Decatur Blue DFS Public Plan Room

City of Decatur
Engineering Division
#1 Gary K. Anderson Plaza
Decatur, Illinois 62523

5. The City of Decatur hereinafter referred to as "City" or "Owner", will not release the Engineer's Estimate of Cost in advance of the scheduled time and date of the bid opening. Bid tabulations will be available on the City's web site at www.decaturil.gov/Departments/PublicWorks under Contractor Project Bid Information, and Decatur Blue Print's web site at www.decaturblue.com /Plans & Portals /Public Projects/DFS Public Plan Room/City of Decatur Bid Tabs, after the award of a contract has been approved by the City of Decatur's City Council.

6. All proposals must be accompanied by a BANK DRAFT, CASHIER'S CHECK, OR CERTIFIED CHECK made payable to Treasurer, Decatur, Illinois, in the amount of ten percent (10%) of the bid or BID BOND in the same amount.

7. The contractor shall at all times during the term of this Contract pay the applicable prevailing wage for Macon County for the period during which the work is performed, as determined by the Illinois Department of Labor.

8. Before the Contractor and any Subcontractor commences work, the Contractor and any Subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in P. A. 95-0635 or shall have a collective bargaining agreement in effect dealing with the subject matter of P. A. 95-0635.

9. The following **Minority Participation Goals for Public Works Contracts** are in effect for this contract:

   (1) Ten percent (10%) of the total dollar amount of the contract should be performed by minority business enterprises if subcontracting opportunities are available and/or 10% of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprises.

   (2) Eighteen percent (18%) of the total hours worked should be performed by minority workers.

   All Contractors shall provide evidence of meeting the City's minority participation goals prior to the award of this project and prior to all payments made for work completed or provide the City of Decatur documentation on their good faith efforts to comply with the participation goals. Required information and documentation is included in the Project Manual and to be submitted with the bid proposal.

REJECTION OF BIDS:

The Council of the City of Decatur, Illinois, reserves the right to accept, renegotiate or reject any or all proposals and to waive any variance from the requirements of the instructions for bidders. At the discretion of the Council, required items may be submitted after the bid opening if there is sufficient compliance with instructions at the time of the bid opening to permit the City to determine the price bid.

3/17/2021	Matthew C. Newell, PE
Date Advertised	Public Works Director

INFORMATION FOR BIDDERS

For Construction of: **2021 Annual Water Main Replacement Project**
Bay Shore and Greenswitch Areas

City Project No.: **2021-10**

Owner: City of Decatur, Illinois

The Owner invites bids on the forms included as part of this Document to be submitted at such time and place as is stated in the Advertisement for Bids. All blanks in the Bid Proposal must be appropriately filled in with typewriter or ink. **It is the sole responsibility of the Bidder to see that the bid is received in proper time to be date, time stamped, and initialed by the Purchasing Agent or designee.**

The Owner may consider non-conforming any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. No Bidder may withdraw a bid within 45 days after the actual day of the opening thereof.

Each bid must be submitted in a sealed envelope clearly bearing, on the outside, the following information:

1. The name of the Bidder,
2. The Bidder's address,
3. The name of the project along with the project number for which the bid is submitted,

The bid documents will be submitted to the **Purchasing Division, City of Decatur, # 1 Gary K. Anderson Plaza, Decatur, Illinois, 62523.**

The bid process is as follows:

1. All bids shall be submitted to the Purchasing Division located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois 62523.

2. The Purchasing Agent, or designee, will date, time stamp, and initial the sealed envelope containing the bid. All bids must have an official date and time stamp to be considered as conforming to the bid process and opened. Any bids received after the scheduled closing time for receipt of bids will be returned to the Bidder unopened.

3. All bids received after the designated time for receiving bids will not be accepted. The designated clock located in the Purchasing Division offices will govern the bid closure time.

4. Eligible bids received by the Purchasing Division will be delivered to the City Engineer, or designee, and will be publicly opened and read. Any envelopes bearing a date and time stamp later than the deadline will be returned unopened. **All bids received from bidders not on the pre-bid attendance list will be returned unopened.**

5. All bidders who desire to be present at the bid opening may wait in the Civic Center first floor meeting room.

At the time of the opening of bids, each Bidder will have completed a thorough site inspection and will have read and be thoroughly familiar with the plans and Contract Documents (including all addenda). The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to their bid. The Bidder is to confirm the completeness of the Bid Documents. If the Bidder determines their Bid Documents are incomplete or irregular, it is the Bidders responsibility to bring this fact to the attention of the City Engineer.

The submitted bid must be signed in the name of the Bidder and must bear the signature in long hand of the person or persons duly authorized to sign the bid. Changes in or additions to the bid forms, recapitulations of the work bid upon, alternative proposals or any other modifications of the bid which are not specifically called for in the Contract Documents may be subject to Owner's rejection of the bid as not being responsive to the advertisement. No oral telephone modification of any bid submitted will be considered and a telegraphic modification may be considered only if the post mark evidences that a copy of the modification by telegram, signed by the Bidder, was placed in the mail prior to the opening of the bid.

The submitted bid must not contain erasures, corrections or changes from the printed forms as completed in typewriter or ink, unless such erasures, corrections or changes are authenticated by affixing in the margin immediately opposite the erasure, correction or change, the initials of the person who signed the bid or the initials of such other person as may be authorized by the Bidder to make erasures, corrections or changes in the bid, and said authorization must be evidenced by written confirmations, executed by the person authorized to sign the initial bid, attached to the bid at the time of submittal.

Each bid must be submitted on the Bid Proposal provided and must be signed by the Bidder or their duly authorized agent. All blank spaces for bid prices must be filled in, in ink or typewritten, IN BOTH WORDS AND NUMBERS where called for in the Bid Proposal. If there is a discrepancy between the price in words and the price in numbers, the price in words will govern. If there is a discrepancy between the extended bid prices, the unit cost shall be the governing number and the total price or prices will be adjusted as necessary.

The Owner reserves the right to pre-qualify all bids, post-qualify all bids, to reject all bids, not to make an award and/or accept the Proposal deemed most advantageous and in the best interest of the Owner. The Bidder must comply with all information and instructions for Bidders. The award of the Contract, if made by the Owner, will be made to the qualified Bidder submitting the lowest and best bid, but the Owner shall determine at their own discretion whether a Bidder is qualified to perform the Contract, whether by pre-qualifications, post-qualification or other methods, and what bid is the lowest and whether it is to the interest of the Owner to accept the bid. If awarded, a written Notice of Award will be sent to the successful Bidder(s).

INFORMATION FOR BIDDERS

The Owner will make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted.

Each bid must be accompanied with a proposal guaranty either as a properly certified check made payable to "Treasurer, City of Decatur," Decatur, Illinois, in an amount not less than ten (10) percent of the bid; or a cashier's check made payable to "Treasurer, City of Decatur", Decatur, Illinois, in an amount not less than ten (10) percent of the bid; or a bid bond on a form approved by the City, executed by a surety company satisfactory to the City, in an amount not less than ten (10) percent of the bid. Such proposal guarantees, of the three lowest bidders, may be retained by the City for a period of 45 days after the date of the bid opening. Checks or bid bonds from other than the three lowest bidders will be returned by the City within seven (7) days after the date of the bid opening.

Simultaneously with the delivery of the executed Contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this Contract and for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract, and other items required by the Conditions and Specifications governing the work. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.

The successful Bidder, upon Bidder's failure or refusal to execute and deliver the Contract and bonds required within (10) consecutive calendar days from and including the date the Bidder has received notice of the acceptance of their bid, shall forfeit to the Owner, as liquidation of damages done for such failure or refusal, the security deposited with their bid. Notice of the Owner's intent shall either be hand delivered by the Owner to the Bidder's address, as given on the Contract Documents, or mailed to such address, first class, United States mail, return receipt requested. Delivery or mailing of said notice to said address shall constitute the notice herein required without the requirement of an acknowledgment of receipt from the Bidder.

Each Bidder must inform himself fully of the conditions and specifications relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of their obligation to furnish all material and labor necessary to carry out the provisions of the Contract. Insofar as possible, the Contractor, in carrying out their work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

The quantities appearing in the bid proposal are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The proposed quantities of work to be done and materials to be furnished may each be increased, decreased, or omitted as hereinafter provided.

INFORMATION FOR BIDDERS

The Bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction for the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any Bidder orally. Every request for such interpretation should be in writing addressed to Paul Caswell, P.E., City Engineer, at # 1 Gary K. Anderson Plaza, Decatur, Illinois 62523, and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the Contract Documents which, if issued, notification will be e-mailed to all prospective Bidders (at the respective e-mail addresses furnished for such purposes), not later than three (3) calendar days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under their bid as submitted. All addenda so issued shall become part of the Contract Documents. It shall be the responsibility of each Prospective Bidder to verify that each addendum has been received applicable to the project. Addenda may also be viewed on Decatur Blue Print's website at www.DecaturBlue.com.

The City of Decatur maintains City project information on the City's web site at www.decaturil.gov/Departments/Public Works /Contractor Project Bid Information. It lists the current projects at the City with bid information including bid opening dates and current bid holders. It is recommended that all Prospective Bidders check this Information on the City's web site and at www.DecaturBlue.com for the status of the particular project they are interested in bidding prior to turning in bids.

The successful Bidder, upon award of a Contract, shall commence work on the date specified in the "Notice to Proceed" and shall substantially complete all work in accordance with the time allocated in the contract. Should the Contractor fail to substantially complete all work in the allotted time period, liquidated damages shall be assessed as outlined in the General Conditions.

Attention of the bidders is directed to the arrangement and contents of the contract documents and Specifications with reference to the project. One extra bid form is included, detached from the remainder of the contract documents. Such detached bid form may be completed and submitted as the Contractor's bid.

INFORMATION FOR BIDDERS:
MINORITY PARTICIPATION GOALS
FOR PUBLIC WORKS CONTRACTS

I. Description of the Minority Participation Goals Program:

A. The City of Decatur encourages the participation of minorities and Minority Business Enterprises (MBEs) for City-funded public works construction projects. To comply with Chapter 28, Section 10, of the City Code, **bidders will make a good faith effort to meet the following minimum goals:**

1. **10%** of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or **10%** of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprises.
2. Minority workers should perform **18%** of the total hours worked.

B. Failure to submit a **Minority Business Enterprise (MBE) Utilization Statement** or the **Minority Business Enterprise (MBE) Participation Waiver Request** as described and provided herein, may cause the bid to be rejected and determined non-responsive.

C. If the use of Minority Business Enterprise meets or exceeds 20% the final contract value, the City will award a 2% Bonus based on the final contract amount up to a maximum of $50,000.

II. Pre-Bid Efforts when Awarding Subcontracts: Bidders shall make a good faith effort to contact and solicit bids from MBEs for available subcontracting. Subcontracting contact and bidding is to be made prior to bid opening. Subcontract information is to be recorded on the **Minority Business Enterprise (MBE) Utilization Statement** to be submitted with the bid documents.

III. Waiver:

A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
   1. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
   2. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.

B. Bidders seeking a waiver of MBE goals must submit with the bid documents a **Minority Business Enterprise (MBE) Participation Waiver Request**.

IV. Change in the Use of Subcontractors or Self-Performance Status: Before the Prime Contractor can deviate from utilizing any of the subcontractors listed on the Minority Business Enterprise (MBE) Utilization Statement, add subcontractors, or declare the intent to self-perform the work; a completed **Notification of Change in Participation** form is to be submitted for each change.

V. Record Keeping and Reporting: The Prime Contractor and subcontractors agree to maintain records demonstrative of their good faith efforts to comply with the participation goals identified in the City Code. All information, including subcontracting, minority participation, and weekly prevailing wage documentation, will be provided through **ePrismSoft**, an electronic web based compliance tracking software. Access to ePrismSoft has been furnished by the City of Decatur. To activate access, the Prime Contractor and all subcontractors are to contact Human Capital Development at webnfo@eprismsoft.com or (309) 692-6400.

VI. Chapter 28, Article 10, of the City Code is included herewith for the information of the bidder.

CITY CODE
CHAPTER 28, ARTICLE 10
MINORITY PARTICIPATION GOALS FOR PUBLIC WORKS CONTRACTS

SECTION 10-1. POLICY:

The City of Decatur encourages a diverse workforce for all municipal procurement and public works projects. Toward that end, the City establishes goals for participation by Minority Business Enterprises (MBE) and minority workers for public works contracts, and incentives for procuring equipment, supplies and services for the city government from MBEs. The objectives of the minority participation goals include:

A. Ensuring non-discrimination in the award and administration of City public works contracts;
B. Encouraging a level playing field on which MBE and minority workers can compete fairly for City public works and written procurement contracts awarded based on formal submission of bids;
C. Helping to remove barriers to the participation of MBE and minority workers in the City's municipal procurement and public works contracts;
D. Promoting the use of MBE and minority workers in City public works projects;
E. Ensuring that the minority participation goals are narrowly tailored in accordance with applicable law;
F. Providing appropriate flexibility to contractors in establishing and providing opportunities for MBE inclusion and minority worker recruitment;

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-2. DEFINITIONS:

A. MINORITY: For purposes of this Article, the City hereby adopts and incorporates by reference "minority person" as defined in the Illinois Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/2.
B. MINORITY BUSINESS ENTERPRISE (MBE): A business that is owned and controlled by minorities. There must be not less than 51 percent minority ownership of the business, and the minority ownership must control the management and daily operations of the business.
C. PUBLIC WORKS CONTRACTS. All City contracts entered into for the repair, remodeling, renovation or construction of public buildings, structures and rights of way.
D. PUBLIC WORKS PROJECTS. All City projects entered into for the repair, remodeling, renovation or construction of public buildings, structures and rights of way.

INFORMATION FOR BIDDERS:
MINORITY PARTICIPATION GOALS
FOR PUBLIC WORKS CONTRACTS

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-3. MINORITY PARTICIPATION GOALS IN PUBLIC PROJECTS:

A. As allowed by law, Contractors for City public works 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/or ten (10) percent of the total dollar amount of the contract should be for the purchase of goods, materials and equipment to be used for the public works project from Minority Business Enterprises with the ten (10) percent goal being met separately or in combination; and (2) Eighteen (18) percent of the total hours worked should be performed by minority workers.

B. In addition to the provisions of Section 10-3 (A) above, where a proposal or bid for a public works contract meets or exceeds twenty percent (20%) of the total dollar amount of the contract, the City will award a two percent (2%) bonus of up to a maximum of fifty thousand dollars ($50,000). Payment of this extra amount or bonus will be made at the end of the contract and after the City has verified and documented that MBE expenditures met or exceeded twenty percent (20%) of total contract value.

C. Subcontracting is not required for a City project. If a subcontractor is used, the contractor shall make a good faith effort to meet the City's minority participation goals in the selection of subcontractors.

D. A contractor shall provide evidence of meeting the City's minority participation goals as directed and required by the Public Works Director or provide evidence that it made a good-faith effort to meet the goals.

E. A good faith effort means the contractor took reasonable and necessary steps to achieve the minority participation goals. "Good faith" means the contractor actively and aggressively sought participation by MBE sub-contractors or vendors or minority workers. The City shall consider the quality, quantity and intensity of efforts made by a contractor. The city may reject bids where, in the sole opinion of the city, the contractor failed to make a good faith effort.

F. Evidence of a good-faith effort includes, but is not limited to, as appropriate:
   i. Soliciting through all reasonable and available means the interest of MBE and minority workers;
   ii. Outreach and recruitment efforts of and to MBEs and minority workers;
   iii. Packaging requirements, when feasible, into tasks, quantities or subcontracts that permit maximum participation from MBEs and minority workers;
   iv. Providing interested MBEs and firms that employ minority workers with adequate information about the bidding process, adequate time to respond and assistance in responding to a solicitation;
   v. Negotiating in good faith with MBEs and firms that employ minority workers;
   vi. Assisting interested MBEs and firms that employ minority workers in obtaining bonding, lines of credit or insurance;
   vii. Assisting interested MBEs and firms that employ minority workers in obtaining necessary equipment, supplies or materials;
   viii. Seeking services from available minority community organizations; minority contractors' groups, minority business assistance offices and other organizations, as appropriate, to provide assistance in recruiting MBEs and minority workers;
   ix. If an MBE is rejected, providing sound reasons for rejection based on a thorough investigation of the firm;

x. Providing payroll records or other evidence showing the percentage of minority workers employed on the project or the percentage of project hours completed by minority workers;

xi. All other good faith efforts or evidence of due diligence to meet the City's minority participation goals.

G. The minority participation goals shall be reviewed annually by the City Manager or his designee. Any changes of the goals shall require a majority vote by Decatur City Council.

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-4. PROGRAM ADMINISTRATION:

A. The Public Works Director, his designee, or third party contractor, shall:

i. Administer and enforce the provisions of this Article;

ii. Monitor, track and report on contractors over the contract duration to ensure compliance with this Article.

iii. Report to the City Council no less than annually on MBE utilization pursuant to this City Code.

iv. Provide information to MBEs and minority workers about contractors that are seeking to recruit MBEs and minority workers.

B. The city manager shall establish policies and procedures providing that MBEs bidding on equipment, supplies and services to be purchased through written competitive bidding by the city, including public works contracts, can be awarded in certain circumstances where they may not be the lowest qualified bidder.

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-5. PENALTIES:

A. If a contractor fails to meet the City's minority participation goals, falsifies MBEs documentation, and/or fails to provide evidence of a good faith effort to meet the goals, the Public Works Director or his designee may, as appropriate:

i. Order immediate corrective action, as appropriate and practicable, to meet the minority participation goals or to show a good faith effort toward meeting the goals;

ii. Assess a fine or penalty not to exceed $2,000 for each offense. Each day on which a violation occurs or continues shall be considered a separate offense. The assessed fine or penalty may be deducted and withheld from the unpaid portion of the contract;

iii. Order that the contractor will not be considered a responsive responsible bidder for future City projects for a fixed period of time and/or until the contractor provides evidence of making a good faith effort toward meeting the City's minority participation goals.

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-6. APPEALS:

The penalty assessed by the Public Works Director or his designee shall be appealable to the City's Human Relations Commission.

INFORMATION FOR BIDDERS:
MINORITY PARTICIPATION GOALS
FOR PUBLIC WORKS CONTRACTS

SECTION 10-7. WAIVER:

A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
   i. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
   ii. Evidence the contractor received no proposals or inquiries from qualified MBEs or firms that employ minority workers in response to a good faith effort to secure participation.

B. The Public Works Director or his designee may, at his or her discretion, waive the minority participation goals upon finding:
   i. The project is essential for city operations;
   ii. Emergency circumstances require a waiver;
   iii. Evidence of a good faith effort by the contractor;
   iv. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.

(Amended, Ordinance No. 2020-124, August 3, 2020)

END OF
INFORMATION FOR BIDDERS
MINORITY PARTICIPATION GOALS
FOR PUBLIC WORKS CONTRACTS

BID PROPOSAL

RETURN WITH BID

For Construction of:	**2021 Annual Water Main Replacement Project** **Bay Shore and Greenswitch Areas**
City Project No.:	**2021-10**
Owner:	City of Decatur, Illinois

Prospective Bidder:

The undersigned Bidder, having examined the specifications, drawings and all other documents contained in the Contract Documents, and having examined the site where the work is being performed, and having familiarized themselves with any local conditions effecting the work and having knowledge of the cost of work at the place where the work is to be done, hereby proposes to execute and perform the formal Contract set forth in these Contract Documents, of which this Proposal forms a part, and will do the work therein described on the terms and conditions therein set forth; and furnish all required labor, materials, tools, equipment, transportation and services for said work, and pay all applicable taxes and other incidental costs, all in strict conformity with the drawings and specifications forming a part of the Contract Documents, for an amount computed upon the basis of the quantity of work actually performed at the bid prices noted below.

It is understood that any listed quantities of work to be performed at unit prices are approximate only and are intended principally to serve as a guide in evaluating bids.

It is further agreed that any quantities of work to be performed at unit prices and material to be furnished may be increased or decreased as may be considered necessary, in the opinion of the Owner, to complete the work fully as planned and contemplated and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth in the Bid Proposal, except as provided for in the General Conditions.

It is further agreed that any lump sum prices may be increased to cover additional work ordered by the Owner, but not shown on the plans or required by the specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered. Where supplemental unit prices are available, they shall be used to adjust lump sum prices.

By submitting a bid, the Bidder acknowledges the understanding that the bid process is solely intended to serve the public interest in achieving the highest quality of services and goods at the lowest price, and that no right, interest, or expectation shall vest or inure to the benefit of Bidders as a result of any reliance or participation in the process.

BID PROPOSAL

RETURN WITH BID

In submitting this Proposal, it is understood that the right is reserved by the Owner to reject any or all Proposals and waive informalities or irregularities in Proposals. The Owner also reserves the right to delay the award of a contract for a period not to exceed 45 days from the date of the opening.

The undersigned further agrees, if awarded the Contract for the work included in this Proposal, to begin and to complete and deliver the work contemplated in accordance with all the conditions set forth in the Contract Documents.

The undersigned has carefully checked the figures inserted by them and understands that they are the Bidder's sole responsibility, and the Owner will not be responsible for any errors or omissions on the part of the undersigned Bidder in preparing this Proposal.

The undersigned certifies that this Proposal is genuine, not collusive, or made in the interest or behalf of any person not named as provided in the Instruction to Bidders, and that the undersigned has not, directly, or indirectly, induced or solicited any other Bidder, or induced any other person, firm, or corporation to refrain from submitting a proposal, and the undersigned has not in any manner sought by collusion to secure for themselves an advantage over any other Bidder.

Attached, as a proposal guaranty, is a properly certified check made payable to "Treasurer, City of Decatur", Decatur, Illinois, in an amount not less than ten (10) percent of the bid; or a cashier's check made payable to "Treasurer, City of Decatur", Decatur, Illinois, in an amount not less than ten (10) percent of the bid; or a bid bond on a form approved by the City of Decatur, executed by a surety company satisfactory to the City in an amount not less than ten (10) percent of the bid.

It is expressly understood that the proposal guaranty is given as a guarantee that the bidder will execute the contract and furnish acceptable bonds and required insurance, if awarded the work, and the amount thereof represents the agreed damages that the Owner will sustain if the bidder fails or refuses within ten (10) days from and including the date of the Notice of Award of the Contract, to execute and deliver said Contract and deliver the required bonds and insurance shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty which shall become the property of the City, not as penalty, but in liquidation of damages done. Award may be then made to the next lowest qualified bidder, or the work re-advertised and constructed under contract, or otherwise, as the City may decide.

The Bidder grants the Owner the right to hold the lowest three (3) Proposals received, together with the accompanying bid securities, for a period of 45 days after the date of opening of said Proposals.

BID PROPOSAL

RETURN WITH BID

The undersigned Bidder further grants the Owner the right to award this Contract on the basis of any possible combinations of Base Bid and add/deduct alternate(s) (if any) that best suits the Owner's needs.

The undersigned Bidder acknowledges receipt of the following addenda:

Addenda #	Dated	Initial
ADDENDUM #1	4/1/21	JMB

The undersigned Bidder expressly agrees to the following provisions:

A. That the bid stated shall include the utilization of the Subcontractor(s) listed in the List of Subcontractors below.

B. That the Subcontractor(s) listed below shall not be changed by the Contractor unless the Subcontractor(s) are unable to perform due to bankruptcy, labor strikes, or termination of business by the Subcontractor(s).

C. That any Subcontractor(s) shall be subject to Owner approval.

List below any Subcontractor(s) whose subcontract(s) exceed $ 5,000.

	SUBCONTRACTOR	TYPE OF WORK
1.	DUNN CO	ASPHALT
2.	BODINE ELECTRIC	DIRECTIONAL BORING
3.	KINNEY CONTRACTORS	CONCRETE
4.	MARENCO ENTERPRISES	TRUCKING / SEEDING

RETURN WITH BID

DATE April 7 **, 2021**

(If an Individual)
Signature of Bidder _____ (SEAL)

Tax ID #: _____

Business & E-mail
Address _____

(If a Co-Partnership)
Firm Name _____ (SEAL)

By: _____

Business & E-mail
Addresses _____

Names of All Members of
Firm _____

(If a Corporation)
Corporate Name Burdick Plumbing & Heating Co Inc (SEAL)

By: _____
~~Vice-President~~

Business & E-mail
Addresses 1175 N. 20th PO Box 496 Decatur IL 62525

jeff@burdickplumbing.com

Names of Officers Douglas W. Burdick
President

Rhonda J. Moyer
Secretary

_____
Treasurer

Attest: Rhonda J Moyer
Secretary

CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS
for
2021 ANNUAL WATER MAIN REPLACEMENT PROJECT
CITY PROJECT 2021-10

WORK ITEM	DESCRIPTION	QTY	PAY UNIT	UNIT PRICE	EXTENSION
56103000	6 INCH POLYWRAPPED D.I.P. WATER MAIN	5,530	Feet	$35.00	$193,550.00
56103100	8 INCH POLYWRAPPED D.I.P. WATER MAIN	8,080	Feet	$40.00	$323,200.00
56103300	12 INCH POLYWRAPPED D.I.P. WATER MAIN	2,400	Feet	$48.00	$115,200.00
56101110	20 INCH POLYWRAPPED D.I.P. WATER MAIN	20	Feet	$300.00	$6,000.00
56103520	24 INCH POLYWRAPPED D.I.P. WATER MAIN	20	Feet	$350.00	$7,000.00
56103110	8 INCH HDPE BORED WATER MAIN	360	Feet	$300.00	$108,000.00
56103210	10 INCH HDPE BORED WATER MAIN	150	Feet	$350.00	$52,500.00
56103111	8 INCH HDPE TO 8 INCH DIP COUPLINGS	4	Each	$2,000.00	$8,000.00
56103211	10 INCH HDPE TO 10 INCH DIP COUPLINGS	2	Each	$3,000.00	$6,000.00
56108800	16 INCH X 6 INCH TAPPING SLEEVE AND VALVE, MJ, W/VALVE BOX	2	Each	$10,000.00	$20,000.00
56108900	16 INCH X 8 INCH TAPPING SLEEVE AND VALVE, MJ, W/VALVE BOX	1	Each	$11,000.00	$11,000.00
56109100	12 INCH X 12 INCH TAPPING SLEEVE AND VALVE, MJ, W/VALVE BOX	1	Each	$8,000.00	$8,000.00
56105420	24 INCH SIDE OPERATOR VALVE W/ 2 VALVE BOXES	1	Each	$30,000.00	$30,000.00
56103001	24 INCH GRIP RING ACCESSORY KITS	6	Each	$1,500.00	$9,000.00
56104320	24 INCH SLEEVE, MJ	2	Each	$1,800.00	$3,600.00
X5610764	24 INCH LINE STOP	2	Each	$22,000.00	$44,000.00
56105410	20 INCH SIDE OPERATOR VALVE W/ 2 VALVE BOXES	1	Each	$23,000.00	$23,000.00
56103001	20 INCH GRIP RING ACCESSORY KITS	6	Each	$1,300.00	$7,800.00
56104310	20 INCH SLEEVE, MJ, OVERSIZED CAST & EXTRA LONG	2	Each	$3,000.00	$6,000.00
56105200	12 INCH VALVE, MJ WITH VALVE BOX	3	Each	$4,500.00	$13,500.00
56109424	12 INCH 45 DEGREE BENDS, MJ	4	Each	$1,300.00	$5,200.00

WORK ITEM	DESCRIPTION	QTY	PAY UNIT	UNIT PRICE	EXTENSION
56100055	12 INCH 11.25 DEGREE BENDS, MJ	2	Each	$1,300 ⁼	$2,600 ⁼
56100055	12 INCH X 8 INCH TEE, MJ	2	Each	$1,500 ⁼	$3,000 ⁼
56100050	12 INCH X 6 INCH TEE, MJ	6	Each	$1,400 ⁼	$8,400 ⁼
X0327720	12 INCH CAP/PLUG, MJ	3	Each	$700 ⁼	$2,100 ⁼
56100050	12 INCH SLEEVE, MJ	1	Each	$1,300 ⁼	$1,300 ⁼
56103301	12 INCH GRIP RING ACCESSORY KITS	40	Each	$300 ⁼	$12,000 ⁼
56103302	12 INCH FIELDLOCK GASKETS	36	Each	$250 ⁼	$9,000 ⁼
56101156	10 INCH X 8 INCH REDUCER, MJ	2	Each	$1,000 ⁼	$2,000 ⁼
56105000	8 INCH VALVE, MJ WITH VALVE BOX	10	Each	$3,750 ⁼	$37,500 ⁼
56109420	8 INCH 45 DEGREE BENDS, MJ	8	Each	$600 ⁼	$4,800 ⁼
56109408	8 INCH 22.5 DEGREE BENDS, MJ	8	Each	$600 ⁼	$4,800 ⁼
56109400	8 INCH 11.25 DEGREE BENDS, MJ	4	Each	$600 ⁼	$2,400 ⁼
56100020	8 INCH X 8 INCH TEE, MJ	2	Each	$1,000 ⁼	$2,000 ⁼
56103101	8 INCH GRIP RING ACCESSORY KITS	124	Each	$275 ⁼	$34,100 ⁼
56103102	8 INCH FIELDLOCK GASKETS	142	Each	$200 ⁼	$28,400 ⁼
X1200129	8 INCH SLEEVES, MJ	4	Each	$600 ⁼	$2,400 ⁼
X5610001	8 INCH X 6 INCH CROSS, MJ	1	Each	$1,000 ⁼	$1,000 ⁼
56101150	8 INCH X 6 INCH REDUCER, MJ	4	Each	$600 ⁼	$2,400 ⁼
56100015	8 INCH X 6 INCH TEE, MJ	28	Each	$900 ⁼	$25,200 ⁼
X0327719	8 INCH CAP/PLUG, MJ	1	Each	$500 ⁼	$500 ⁼
56104900	6 INCH VALVE, MJ WITH VALVE BOX	54	Each	$3,000 ⁼	$162,000 ⁼
56109418	6 INCH 45 DEGREE BENDS, MJ	11	Each	$500 ⁼	$5,500 ⁼
56109407	6 INCH 22.5 DEGREE BENDS, MJ	8	Each	$500 ⁼	$4,000 ⁼
56109398	6 INCH 11.25 DEGREE BENDS, MJ	5	Each	$500 ⁼	$2,500 ⁼

WORK ITEM	DESCRIPTION	QTY	PAY UNIT	UNIT PRICE	EXTENSION
56100005	6 INCH X 6 INCH TEE, MJ	15	Each	$800.00	$12,000.00
X0100017	6 INCH CAP/PLUG, MJ	9	Each	$400.00	$3,600.00
56103001	6 INCH GRIP RING ACCESSORY KITS	276	Each	$200.00	$55,200.00
56103002	6 INCH FIELDLOCK GASKETS	142	Each	$125.00	$17,750.00
X1200020	6 INCH SLEEVE, MJ	9	Each	$500.00	$4,500.00
X0100017	6 INCH ANCHOR COUPLING	1	Each	$1,000.00	$1,000.00
X0100017	6 INCH OFFSET NIPPLE	4	Each	$800.00	$3,200.00
56400600	FIRE HYDRANT, 4.5' BURY	34	Each	$3,900.00	$132,600.00
56400610	FIRE HYDRANT, 5.5' BURY	10	Each	$4,100.00	$41,000.00
X5620030	1 INCH X 20 FT WATER SERVICE (SHORT) W/CORP & CURB STOP, TYPE II	38	Each	$2,150.00	$81,700.00
X5620096	1 INCH X 20 FT WATER SERVICE (SHORT) W/CORP & CURB STOP, BORED. TYPE II	29	Each	$3,350.00	$97,150.00
X5620097	1 INCH X 50 FT WATER SERVICE (LONG) W/CORP & CURB STOP, BORED. TYPE II	169	Each	$3,500.00	$591,500.00
X0327078	REMOVE FIRE HYDRANT AND ABANDON EXISTING VALVE	17	Each	$1,200.00	$20,400.00
56109210	ABANDON EXISTING VALVE (REMOVE VALVE BOX)	21	Each	$1,000.00	$21,000.00
X5630006	CUT AND CAP EXISTING 6" MAIN	9	Each	$1,900.00	$17,100.00
X5630008	CUT AND CAP EXISTING 8" MAIN	1	Each	$2,500.00	$2,500.00
X5630012	CUT AND CAP EXISTING 12" MAIN	1	Each	$3,000.00	$3,000.00
20800150	TRENCH BACKFILL	7,205	Cu Yds	$60.00	$432,300.00
44213200	PAVEMENT SAW CUTS	26,760	Feet	$3.75	$100,350.00
44000600	5 INCH SIDEWALK REMOVAL	4,500	Sq Ft	$5.00	$22,500.00
42400200	5 INCH PORTLAND CEMENT CONCRETE SIDEWALK REPLACEMENT	4,500	Sq Ft	$16.00	$72,000.00
44000500	CURB AND GUTTER REMOVAL AND REPLACEMENT	330	Feet	$98.00	$32,340.00
59300100	CONTROLLED LOW STRENGTH MATERIAL	40	Cu Yds	$140.00	$5,600.00

WORK ITEM	DESCRIPTION	QTY	PAY UNIT	UNIT PRICE	EXTENSION
X4060205	TEMPORARY PATCHES, 2 INCH	110	Sq Yds	$130.00	$14,300.00
44200970	CLASS B PATCH, TY II, 10 INCH	10	Sq Yds	$420.00	$4,200.00
44200994	CLASS B PATCG, TY II, 12 INCH	15	Sq Yds	$425.00	$6,375.00
44212900	PARTIAL DEPTH PATCHES	10	Sq Yds	$200.00	$2,000.00
44201701	CLASS D PATCHES, 5 INCH PAVEMENT	7,780	Sq Yds	$97.00	$754,660.00
44000200	DRIVEWAY PAVEMENT REMOVAL	605	Sq Yds	$25.00	$15,125.00
44200901	CONCRETE DRIVEWAY REPLACEMENT, 6 INCH	520	Sq Yds	$105.00	$54,600.00
44201681	ASPHALT DRIVEWAY REPLACEMENT, 3 INCH	85	Sq Yds	$135.00	$11,475.00
44201297	1" DOWEL BARS	24	Each	$24.00	$576.00
28000250	TEMPORARY EROSION CONTROL, SEEDING	100	LB	$17.00	$1,700.00
28000400	TEMPORARY EROSION CONTROL, PERIMETER BARRIER	600	Feet	$5.00	$3,000.00
25000100	SEEDING, CLASS 1 (LAWN MIXTURE) (100 lb/Acre)	42	LB	$500.00	$21,000.00
25000500	PHOSPHORUS FERTILIZER NUTRIENT (90 lb/Acre)	40	LB	$12.00	$480.00
25000600	POTASSIUM FERTILIZER NUTRIENT (90 lb/Acre)	40	LB	$12.00	$480.00
25000400	NITROGEN FERTILIZER NUTRIENT (90 lb/Acre)	40	LB	$12.00	$480.00
25100105	MULCH, METHOD 2 (2 Tons/acre)	1.00	Tons	$19,000.00	$19,000.00
X0327678	EXPLORATION EXCAVATIONS	30	Each	$800.00	$24,000.00
X0327651	12 INCH CASINGS	540	Feet	$88.00	$47,520.00
70102620	TRAFFIC CONTROL	1	Lump Sum	$100,000.00	$100,000.00
67100100	MOBILIZATION	1	Lump Sum	$138,000.00	$138,000.00
Z0009000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	1	Lump Sum	$150,000	$150,000

Total Bid: $4,499,711.00

TOTAL BID IN WORDS:

Four Million Four Hundred Ninety Nine Thousand Seven Hundred Eleven and 00/100

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

RETURN WITH BID

Minority Business Enterprise (MBE) Utilization Statement

Date:	April 7, 2021	Project Title:	2021 Annual Water Main Replacement Bay Shore + Greenswitch Areas
Total Contract Value:		Project Number:	2021-10

Section I: Prime Contractor Information

Prime Contractor: Burdick Plumbing & Heating Co Inc

Address: 1175 N. 20th P.O. Box 496
Decatur IL 62525

Phone: 217-429-2385

Contact Person: Jared Burdick

Email: jared@burdickplumbing.com

Section II: Selected Subcontractors

Subcontractor Name	MBE or Non-MBE	Amount	% of Total Contract	Scope of Work
DUNN CO	NON	$620,000 ±	14%	ASPHALT
BODINE ELECTRIC	NON	$200,000 ±	5%	DIRECTIONAL BORING
KINNEY CONTRACTORS	NON	$220,000 ±	5%	CONCRETE
MARENCO ENTERPRISES	MBE	$900,000 ±	20%	TRUCKING / SEEDING
Totals				

- If more subcontractors are utilized, please copy this form and attach the additional information.

Section III: Purchase of Goods, Materials, or Equipment

Minority Business Enterprise Name	Amount	% of Total Contract	Scope of Work
N/A			
Totals			

- If more firms were contacted, please copy this form and attach the additional information.

Section IV: MBE subcontractors that submitted bids but were not selected

Subcontractor Name	Scope of Work Bid	Reason for Denial
N/A		

- If more firms submitted quotes, please copy this form and attach the additional information.

Section V: MBEs that were contacted for this project

Subcontractor Name	Method of Contact	Contact Outcome
MARENCO ENTERPRISES	PHONE	BIDDING

- If more firms were contacted, please copy this form and attach the additional information.

Section V:

The City of Decatur is committed to promoting minority participation in public works construction projects and in accordance with Article 28-10 of the City Code, has established a subcontractor utilization and/or purchase of goods, materials or equipment goal of 10% for Minority Business Enterprises that are to be used in the execution of this project. Prime Contractors have an obligation to make a good faith effort to advance the City's commitment to increase diversity among the firms working on City construction projects.

This form must be completed and submitted with the bid proposal. All subcontractors and MBE's intended for use on this project shall be listed in the columns above; along with the total estimated amount to be paid; percentage of total contract; and scope of work. If for whatever reason the Prime Contractor utilizes an MBE not listed above, they must submit a **Notification of Change in Participation** with the necessary support documentation.

The undersigned certifies that the information included herein is true and correct; the MBE's listed above have agreed to perform the scope of work described. The undersigned further certifies that it has no controlling, dominating, or conflict of interest in any of the listed subcontractors or MBEs.

Signature of Prime Contractor

April 7, 2021
Date

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

RETURN WITH BID WHEN REQUIRED

Minority Business Enterprise (MBE) Participation Waiver Request

Date:		Project Title:	
		Project Number:	

Prime Contractor: _____

Address: _____

Phone: _____

Contact Person: _____

Email: _____

N/A

We hereby request that the City waive the Minority Business Enterprise (MBE) 10% participation goal on the above named project for the following reason(s) and affirm that the stated reasons and documents provided are true and correct and not misleading. We further agree this waiver request does not waive the goal that 18% of the total hours worked should be performed by minority workers as per City Code Chapter 28, Article 10.

CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE SUBMITTED AS INDICATED.

☐	An insufficient number of MBEs responded to our invitation to bid on services or materials. (Attach a list of MBEs contacted for each work item to be subcontracted along with the dollar amount for each item)
☐	No subcontracting or purchase of goods, materials or equipment opportunities exist. (Attach explanation)
☐	The award of subcontract(s) or purchase of goods, materials or equipment is impracticable. (Attach explanation)
☐	Other – (State reason and attach explanation)
☐	I meet or exceed the 10% goal for the use of MBEs (detail is provided on the MBE Utilization Statement)

_____ _____
Signature of Prime Contractor Date

FOR OFFICIAL USE ONLY

☐ APPROVED	☐ DISAPPROVED

The minority participation goals are waived on this project for the following reason(s) (see Article 28-10-7 City Code):

☐	The project is essential for City operations.
☐	Emergency circumstances require a waiver.
☐	Evidence of a good faith effort by the contractor.
☐	The contractor will self-perform all work and will not subcontract any portion of the project.
☐	The contractor proposes to meet City MBE goal. No Waiver Required

REVIEWED BY:

_____ _____
Public Works Director Date

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

Notification of Change in Participation

Date:		Project Title:	
		Project Number:	

Prime Contractor: _____

Address: _____

_____

Phone: _____

Contact Person: _____

Email: _____

N/A

If changing from a previously identified subcontractor/material supplier to another or to change from self-performing to a subcontractor, complete the following:

From Name:			To Name:		
Address:			Address:		
Phone:			Phone:		
Status:	☐ MBE	☐ Non-MBE	Status:	☐ MBE	☐ Non-MBE
			Contract Amount:		
Will the scope of work change?	☐ Yes	☐ No			

Describe the scope of work change:

Reason for subcontractor change:

Describe good faith efforts to utilize an MBE:

_____ _____

Signature of Prime Contractor Date

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

RETURN WITH BID FOR EACH MBE SUBCONTRACTOR

MBE Subcontractor Information Form

Date:	April 7, 2021	Project Title:	2021 Annual Water Main Replacement Project Bay Shore + Greenswitch Areas
Total Contract Value:		Project Number:	2021-10

Section I: MBE Subcontractor Information

Subcontractor: Marenco Enterprises LLC

Address: 3490 Leghorn Rd
Clinton IL 61727

Phone: 217-693-2484

Contact Person: Mirna Willoughby

Email: mirna@marencoent.com

Section II: Estimated Work

Description of Scope of Work Agreed Upon	Estimated Amount	Estimated % of Total Contract
TRUCKING / SEEDING / ROCK	$900,000	20%

This form must be completed and submitted with the bid proposal for each MBE Subcontractor. All Subcontractors intended for use on this project shall have an **MBE Subcontractor Information Form** signed by the prime contractor and subcontractor. If for whatever reason the Prime Contractor changes or adds a Subcontractor, a **Notification of Change in Participation Form** and **MBE Subcontractor Information Form** with the necessary support documentation must be submitted and approved.

The undersigned certifies that the information included herein is true and correct and the subcontractor has agreed to perform the scope of work described. The undersigned further certifies that this form is not a Contract between the City, Prime Contractor or Subcontractor.

Prime Contractor Signature	Print
[signature]	Jared Burdick
Title	**Date**
Project Manager	April 7, 2021

Subcontractor Signature	Print
Mirna Willoughby	Mirna Willoughby
Title	**Date**
President	April 7, 2021

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

Final Minority Business Enterprise (MBE) Participation Documentation

Date:		Project Title:	
Total Contract Value:		Project Number:	

Section I: Prime Contractor Information

Prime Contractor: _____

Address: _____

_____

Phone: _____

Contact Person: _____

Email: _____

Section II: Selected Non-MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
Non-MBE Subcontractor Total				

If more subcontractors are utilized, please copy this form and attach the additional information.

Section III: Selected MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
MBE Subcontractor Totals				
If more subcontractors are utilized, please copy this form and attach the additional information.				

Section III: Selected MBE purchase of Goods, Materials, and Equipment

Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
MBE Totals				
If more MBE's are utilized, please copy this form and attach the additional information.				

CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE SUBMITTED AS INDICATED.

☐	MBE Goal of 10% **has been** reached
☐	MBE Goal of 10% **has not been** reached but Contractor **has** met the goal estimated on the **MBE Utilization Statement** submitted at Bid
☐	MBE Goal of 10% **has not been** reached and Contractor **has not** met the goal estimated on the **MBE Utilization Statement** submitted at Bid (attach explanation)
☐	MBE Goal of 20% **has been** reached and qualifies for a 2% Bonus of the final Contract Value up to a maximum of $50,000
☐	Other – (State reason and attach explanation)

The undersigned certifies that the information included herein is true and correct, failure to submit this form may result in delay of the final payment.

Signature of Prime Contractor

Date

NON-COLLUSION AFFIDAVIT

RETURN WITH BID

STATE OF Illinois)
) ss
COUNTY OF Macon)

Douglas W. Burdick, being first duly sworn, deposes and says that they are President (sole owner, partner, president, secretary, etc.) of Burdick Plumbing & Heating Co. Inc, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted their bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in their general business.

Signed:

President Title

Subscribed and sworn to before me this 7th day of April, 2021.

(SEAL) Official Seal
Rhonda J. Moyer
Notary Public, State of Illinois
My Commission Expires June 23, 2021

Rhonda J. Moyer
Notary Public

*The Owner reserves the right, before any award of contract is made, to require of any bidder to whom it may make an award of the Contract, a duly executed non-collusion affidavit in the form designated above.

AIA Document A310tm - 2010

Bid Bond

Contractor:
(Name, Legal Status and Address)
Burdick Plumbing & Heating Co. Inc.
P O Box 496
Decatur IL 62525

Surety:
(Name, Legal Status and Principal Place of Business)
Travelers Casualty and Surety Company of America
One Tower Square
Hartford CT 06183-6014

Owner:
(Name, Legal Status and Address)
City of Decatur
1 Gary K Anderson Plz
Decatur, IL 62523

Bond Amount: Ten percent of bid
Project:
(Name, location or address, and Project number, if any)
2021 Annual Water Main Replacement Project
Bay Shore & Greenswitch Areas

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

The document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and give such bond or bonds as may be Specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waived any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th day of April, 2021

Burdick Plumbing & Heating Co. Inc.
(Contractor as Principal) *(Seal)*

Rhonda J Mayer
(Witness)

(Title)

Travelers Casualty and Surety Company of America
(Surety) *(Seal)*

Catherine L Ater
(Witness)

(Title) Blake E Allison Attorney-in-Fact

State of Illinois
} ss:
County of Macon

On 7th day of April, 2021 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Blake E Allison

known to me to be Attorney-in-Fact of Travelers Casualty and Surety Company of America
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

Catherine L Ater
(Notary Public)

OFFICIAL SEAL
CATHERINE L ATER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES MAY. 07, 2023

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Blake E. Allison, of Forsyth, Illinois**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 7th day of April, 2021

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

CONTRACT

THIS CONTRACT, made and entered into this 19th day of April, 2021, by and between the City of Decatur, Illinois, hereinafter called "Owner", and Burdick Plumbing and Heating Co., Inc. hereinafter called the "Contractor".

WITNESSETH:

That for and in consideration of the payments, covenants, and agreements stated herein, the Contractor and Owner agree as follows:

1. The Contractor shall perform and complete in a Good and Workmanlike Manner all Work required in connection with **"2021 ANNUAL WATER MAIN REPLACEMENT PROJECT, BAY SHORE AND GREENSWITCH AREAS, CITY PROJECT 2021-10",** all in strict accordance with the Contract Documents, including any and all Addenda prepared by the City Engineer, with specifications and drawings are made a part of this Contract; and in strict compliance with the Contractor's Bid Proposal and the other Contract Documents herein mentioned, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

2. Payments are to be made to the Contractor by the Owner in accordance with and subject to the provisions embodied in the documents made a part of this Contract, or as prescribed by law.

3. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the Owner to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and substantially complete all Work under this Contract.

4. **A Completion Date is in effect for this project in accordance with Section 108 of the Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction. Work shall be complete by July 1, 2022.**

5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

Advertisement for Bids	General Conditions
Information for Bidders	Special Conditions
Bid Proposal	Standard Specifications
Non-Collusion Affidavit	Project Drawings
Contract (This Instrument)	Special Provisions
Contract Change Orders	Supplemental Specifications
Performance Bond	Appendix(s)
Addenda No. 1 dated 4/1/2021	

CONTRACT

The above-named documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work product.
In case of discrepancy, the order of precedence is as follows:

1. Contract Change Orders
2. Addenda
3. Contract
4. Special Provisions & Drawings
5. Special Conditions
6. Supplemental Specifications
7. General Conditions

In the event there is a conflict between any of the above listed documents, the provision of the document with the lower numerical value shall govern over those documents with a high numerical value.

The Contractor shall not take advantage of any apparent error or omission in the plans or specifications. In the event the Contractor discovers such an error or omission, the bidder shall immediately notify the Owner. The Owner will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

6. It is agreed by the parties to this Contract that this Contract shall be executed in quadruplicate, one copy for the Contractor, and three copies for the Owner.

ATTEST: CITY OF DECATUR, ILLINOIS

_____ By _____
CITY CLERK MAYOR

BURDICK PLUMBING AND HEATING CO., INC.

_____ By _____
SECRETARY (Corporate Seal) PRESIDENT

City of Decatur, Illinois Contract Bond

Project 2021 ANNUAL WATER MAIN REPLACEMENT PROJECT

Project Number 2021-10

We, Burdick Plumbing & Heating Co., Inc.

a/an) ☐ Individual ☐ Co-partnership ☐ Corporation organized under the laws of the _____ ,

as PRINCIPAL, and _____

_____ as SURETY,

are held and firmly bound unto the City of Decatur (hereafter referred to as "CITY") in the penal sum of

Four Million, Four Hundred Ninety-Nine Thousand, Seven Hundred Eleven Dollars and 00/100----------

---------- Dollars ($4,499,711.00), lawful money of the United States, well and truly to be paid unto said CITY, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the CITY this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the CITY for the construction of work on the above City Project, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the CITY harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____ A.D. 2021

PRINCIPAL

_____ (Company Name)

By: _____ (Signature & Title)

Attest: _____ (Signature & Title)

_____ (Company Name)

By: _____ (Signature & Title)

Attest: _____ (Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

_____

_____

(Insert names of individuals signing on behalf or PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____ _____ Notary Public **(SEAL)**

SURETY

_____ (Name of Surety)

By: _____ (Signature of Attorney-in-Fact)

STATE OF ILLINOIS, **(SEAL)**

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

_____

_____

(Insert names of individuals signing on behalf or SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____ _____ Notary Public **(SEAL)**

Approved this 19th day of April, A.D. 2021

Attest:

Kim Althoff, City Clerk

City Council
City of Decatur, Illinois

Julie Moore Wolfe, Mayor

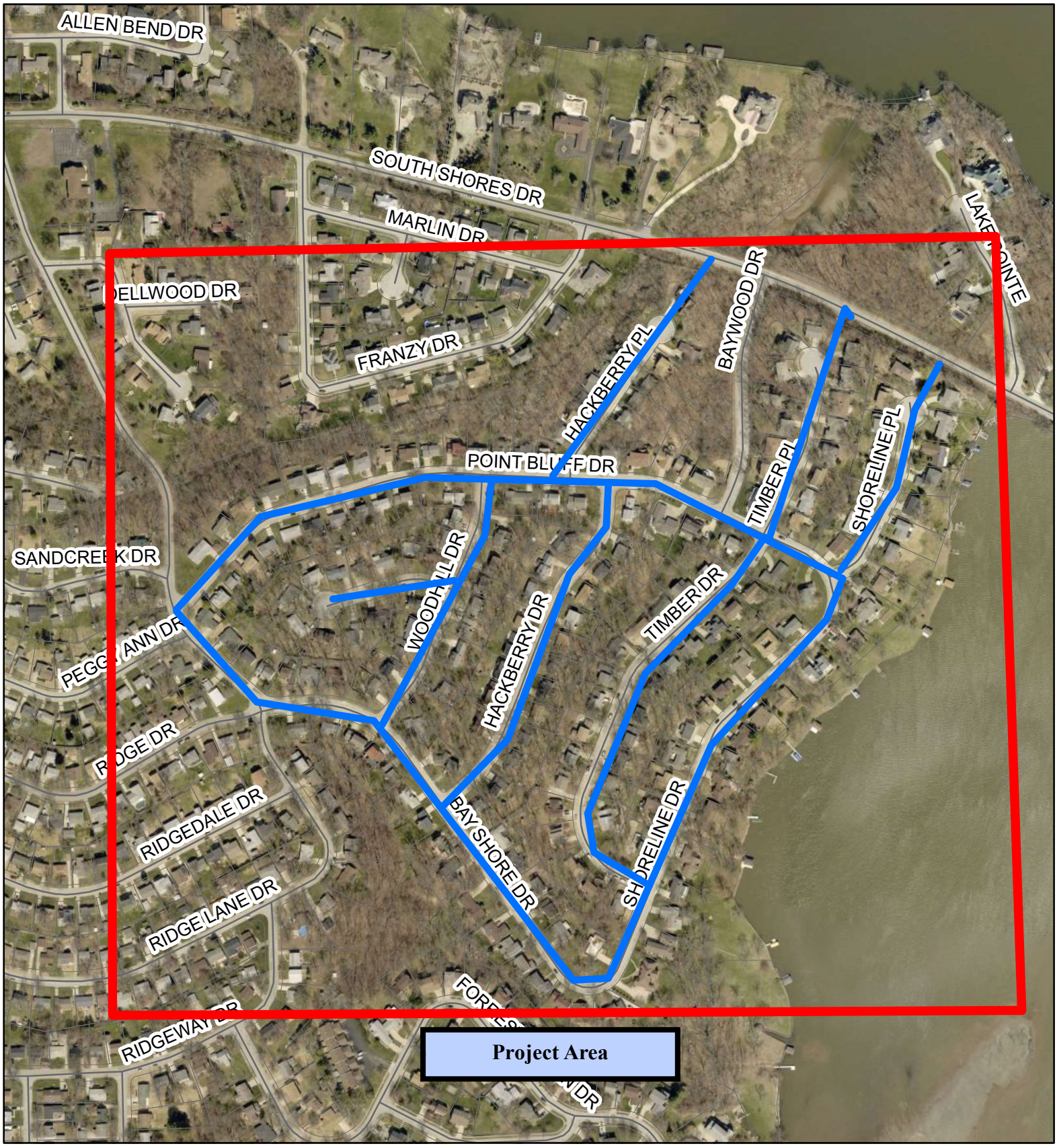
Project Name: 2021 Annual Water Main Replacement Project, Bay Shore and Greenswitch Areas Project Number: 2021-10 Bid Date: April 7, 2021 Time: 10:00 a.m. Fund: Water Non Lake Capital Organization Code: 81808118 Object Code: 488800				Engineer's Estimate City Engineering Division		Burdick Plumbing & Heating 1175 N 20th PO Box 496 Decatur, IL 62525	
Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total
56103000	6 INCH POLYWRAPPED D.I.P. WATER MAIN	5,530	Feet	$35.00	$193,550.00	$35.00	$193,550.00
56103100	8 INCH POLYWRAPPED D.I.P. WATER MAIN	8,080	Feet	$45.00	$363,600.00	$40.00	$323,200.00
56103300	12 INCH POLYWRAPPED D.I.P. WATER MAIN	2,400	Feet	$110.00	$264,000.00	$48.00	$115,200.00
56101110	20 INCH POLYWRAPPED D.I.P. WATER MAIN	20	Feet	$190.00	$3,800.00	$300.00	$6,000.00
56103520	24 INCH POLYWRAPPED D.I.P. WATER MAIN	20	Feet	$200.00	$4,000.00	$350.00	$7,000.00
56103110	8 INCH HDPE BORED WATER MAIN	360	Feet	$250.00	$90,000.00	$300.00	$108,000.00
56103210	10 INCH HDPE BORED WATER MAIN	150	Feet	$275.00	$41,250.00	$350.00	$52,500.00
56103111	8 INCH HDPE TO 8 INCH DIP COUPLINGS	4	Ea	$500.00	$2,000.00	$2,000.00	$8,000.00
56103211	10 INCH HDPE TO 10 INCH DIP COUPLINGS	2	Ea	$500.00	$1,000.00	$3,000.00	$6,000.00
56108800	16 INCH X 6 INCH TAPPING SLEEVE AND VALVE, MJ, W/VALVE BOX	2	Ea	$10,000.00	$20,000.00	$10,000.00	$20,000.00
56108900	16 INCH X 8 INCH TAPPING SLEEVE AND VALVE, MJ, W/VALVE BOX	1	Ea	$12,000.00	$12,000.00	$11,000.00	$11,000.00
56109100	12 INCH X 12 INCH TAPPING SLEEVE AND VALVE, MJ, W/VALVE BOX	1	Ea	$12,000.00	$12,000.00	$8,000.00	$8,000.00
56105420	24 INCH SIDE OPERATOR VALVE W/ 2 VALVE BOXES	1	Ea	$25,000.00	$25,000.00	$30,000.00	$30,000.00
56103001	24 INCH GRIP RING ACCESSORY KITS	6	Ea	$1,000.00	$6,000.00	$1,500.00	$9,000.00
56104320	24 INCH SLEEVE, MJ	2	Ea	$2,800.00	$5,600.00	$1,800.00	$3,600.00
X5610764	24 INCH LINE STOP	2	Ea	$27,500.00	$55,000.00	$22,000.00	$44,000.00
56105410	20 INCH SIDE OPERATOR VALVE W/ 2 VALVE BOXES	1	Ea	$24,000.00	$24,000.00	$23,000.00	$23,000.00
56103001	20 INCH GRIP RING ACCESSORY KITS	6	Ea	$1,000.00	$6,000.00	$1,300.00	$7,800.00
56104310	20 INCH SLEEVE, MJ, OVERSIZED CAST & EXTRA LONG	2	Ea	$2,800.00	$5,600.00	$3,000.00	$6,000.00
56105200	12 INCH VALVE, MJ WITH VALVE BOX	3	Ea	$6,500.00	$19,500.00	$4,500.00	$13,500.00
56109424	12 INCH 45 DEGREE BENDS, MJ	4	Ea	$1,500.00	$6,000.00	$1,300.00	$5,200.00
56109404	12 INCH 11.25 DEGREE BENDS, MJ	2	Ea	$1,500.00	$3,000.00	$1,300.00	$2,600.00
56100055	12 INCH X 8 INCH TEE, MJ	2	Ea	$1,000.00	$2,000.00	$1,500.00	$3,000.00
56100050	12 INCH X 6 INCH TEE, MJ	6	Ea	$1,000.00	$6,000.00	$1,400.00	$8,400.00
X0327720	12 INCH CAP/PLUG, MJ	3	Ea	$1,200.00	$3,600.00	$700.00	$2,100.00
56100050	12 INCH SLEEVE, MJ	1	Ea	$800.00	$800.00	$1,300.00	$1,300.00
56103301	12 INCH GRIP RING ACCESSORY KITS	40	Ea	$300.00	$12,000.00	$300.00	$12,000.00
56103302	12 INCH FIELDLOCK GASKETS	36	Ea	$200.00	$7,200.00	$250.00	$9,000.00
56101156	10 INCH X 8 INCH REDUCER, MJ	2	Ea	$1,000.00	$2,000.00	$1,000.00	$2,000.00
56105000	8 INCH VALVE, MJ WITH VALVE BOX	10	Ea	$3,500.00	$35,000.00	$3,750.00	$37,500.00
56109420	8 INCH 45 DEGREE BENDS, MJ	8	Ea	$500.00	$4,000.00	$600.00	$4,800.00
56109408	8 INCH 22.5 DEGREE BENDS, MJ	8	Ea	$500.00	$4,000.00	$600.00	$4,800.00
56109400	8 INCH 11.25 DEGREE BENDS, MJ	4	Ea	$500.00	$2,000.00	$600.00	$2,400.00
56100020	8 INCH X 8 INCH TEE, MJ	2	Ea	$1,000.00	$2,000.00	$1,000.00	$2,000.00
56103101	8 INCH GRIP RING ACCESSORY KITS	124	Ea	$250.00	$31,000.00	$275.00	$34,100.00
56103102	8 INCH FIELDLOCK GASKETS	142	Ea	$175.00	$24,850.00	$200.00	$28,400.00
X1200129	8 INCH SLEEVES, MJ	4	Ea	$500.00	$2,000.00	$600.00	$2,400.00
X5610001	8 INCH X 6 INCH CROSS, MJ	1	Ea	$1,000.00	$1,000.00	$1,000.00	$1,000.00
56101150	8 INCH X 6 INCH REDUCER, MJ	4	Ea	$500.00	$2,000.00	$600.00	$2,400.00
56100015	8 INCH X 6 INCH TEE, MJ	28	Ea	$900.00	$25,200.00	$900.00	$25,200.00
X0327719	8 INCH CAP/PLUG, MJ	1	Ea	$400.00	$400.00	$500.00	$500.00
56104900	6 INCH VALVE, MJ WITH VALVE BOX	54	Ea	$2,500.00	$135,000.00	$3,000.00	$162,000.00
56109418	6 INCH 45 DEGREE BENDS, MJ	11	Ea	$450.00	$4,950.00	$500.00	$5,500.00
56109407	6 INCH 22.5 DEGREE BENDS, MJ	8	Ea	$450.00	$3,600.00	$500.00	$4,000.00
56109398	6 INCH 11.25 DEGREE BENDS, MJ	5	Ea	$450.00	$2,250.00	$500.00	$2,500.00
56100005	6 INCH X 6 INCH TEE, MJ	15	Ea	$800.00	$12,000.00	$800.00	$12,000.00
X0100017	6 INCH CAP/PLUG, MJ	9	Ea	$350.00	$3,150.00	$400.00	$3,600.00

Project Name: 2021 Annual Water Main Replacement Project, Bay Shore and Greenswitch Areas Project Number: 2021-10 Bid Date: April 7, 2021 Time: 10:00 a.m. Fund: Water Non Lake Capital Organization Code: 81808118 Object Code: 488800				Engineer's Estimate City Engineering Division		Burdick Plumbing & Heating 1175 N 20th PO Box 496 Decatur, IL 62525	
Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total
56103001	6 INCH GRIP RING ACCESSORY KITS	276	Ea	$175.00	$48,300.00	$200.00	$55,200.00
56103002	6 INCH FIELDLOCK GASKETS	142	Ea	$100.00	$14,200.00	$125.00	$17,750.00
X1200020	6 INCH SLEEVE, MJ	9	Ea	$400.00	$3,600.00	$500.00	$4,500.00
X0100017	6 INCH ANCHOR COUPLING	1	Ea	$500.00	$500.00	$1,000.00	$1,000.00
X0100017	6 INCH OFFSET NIPPLE	4	Ea	$500.00	$2,000.00	$800.00	$3,200.00
56400600	FIRE HYDRANT, 4.5' BURY	34	Ea	$3,500.00	$119,000.00	$3,900.00	$132,600.00
56400610	FIRE HYDRANT, 5.5' BURY	10	Ea	$4,500.00	$45,000.00	$4,100.00	$41,000.00
X5620030	1 INCH X 20 FT WATER SERVICE (SHORT) W/CORP & CURB STOP, TYPE II	38	Ea	$2,100.00	$79,800.00	$2,150.00	$81,700.00
X5620096	1 INCH X 20 FT WATER SERVICE (SHORT) W/CORP & CURB STOP, BORED, TYPE II	29	Ea	$2,800.00	$81,200.00	$3,350.00	$97,150.00
X5620097	1 INCH X 50 FT WATER SERVICE (LONG) W/CORP & CURB STOP, BORED, TYPE II	169	Ea	$3,600.00	$608,400.00	$3,500.00	$591,500.00
X0327078	REMOVE FIRE HYDRANT AND ABANDON EXISTING VALVE	17	Ea	$1,200.00	$20,400.00	$1,200.00	$20,400.00
56109210	ABANDON EXISTING VALVE (REMOVE VALVE BOX)	21	Ea	$1,000.00	$21,000.00	$1,000.00	$21,000.00
X5630006	CUT AND CAP EXISTING 6" MAIN	9	Ea	$3,000.00	$27,000.00	$1,900.00	$17,100.00
X5630008	CUT AND CAP EXISTING 8" MAIN	1	Ea	$3,000.00	$3,000.00	$2,500.00	$2,500.00
X5630012	CUT AND CAP EXISTING 12" MAIN	1	Ea	$3,500.00	$3,500.00	$3,000.00	$3,000.00
20800150	TRENCH BACKFILL	7,205	Cu Yds	$45.00	$324,225.00	$60.00	$432,300.00
44213200	PAVEMENT SAW CUTS	26,760	Feet	$4.00	$107,040.00	$3.75	$100,350.00
44000600	5 INCH SIDEWALK REMOVAL	4,500	Sq Ft	$4.00	$18,000.00	$5.00	$22,500.00
42400200	5 INCH PORTLAND CEMENT CONCRETE SIDEWALK REPLACEMENT	4,500	Sq Ft	$13.00	$58,500.00	$16.00	$72,000.00
44000500	CURB AND GUTTER REMOVAL AND REPLACEMENT	330	Feet	$200.00	$66,000.00	$98.00	$32,340.00
59300100	CONTROLLED LOW STRENGTH MATERIAL	40	Cu Yds	$120.00	$4,800.00	$140.00	$5,600.00
X4060205	TEMPORARY PATCHES, 2 INCH	110	Sq Yds	$80.00	$8,800.00	$130.00	$14,300.00
44200970	CLASS B PATCH, TY II, 10 INCH	10	Sq Yds	$165.00	$1,650.00	$420.00	$4,200.00
44200994	CLASS B PATCH, TY II, 12 INCH	15	Sq Yds	$200.00	$3,000.00	$425.00	$6,375.00
44212900	PARTIAL DEPTH PATCHES	10	Sq Yds	$90.00	$900.00	$200.00	$2,000.00
44201701	CLASS D PATCHES, 5 INCH PAVEMENT	7,780	Sq Yds	$95.00	$739,100.00	$97.00	$754,660.00
44000200	DRIVEWAY PAVEMENT REMOVAL	605	Sq Yds	$10.00	$6,050.00	$25.00	$15,125.00
44200901	CONCRETE DRIVEWAY REPLACEMENT, 6 INCH	520	Sq Yds	$120.00	$62,400.00	$105.00	$54,600.00
44201681	ASPHALT DRIVEWAY REPLACEMENT, 3 INCH	85	Sq Yds	$90.00	$7,650.00	$135.00	$11,475.00
44201297	1" DOWEL BARS	24	Ea	$100.00	$2,400.00	$24.00	$576.00
28000250	TEMPORARY EROSION CONTROL, SEEDING	100	LB	$10.00	$1,000.00	$17.00	$1,700.00
28000400	TEMPORARY EROSION CONTROL, PERIMETER BARRIER	600	Feet	$5.00	$3,000.00	$5.00	$3,000.00
25000100	SEEDING, CLASS 1 (LAWN MIXTURE) (100 lb/Acre)	42	LB	$100.00	$4,200.00	$500.00	$21,000.00
25000500	PHOSPHORUS FERTILIZER NUTRIENT (90 lb/Acre)	40	LB	$10.00	$400.00	$12.00	$480.00
25000600	POTASSIUM FERTILIZER NUTRIENT (90 lb/Acre)	40	LB	$10.00	$400.00	$12.00	$480.00
25000400	NITROGEN FERTILIZER NUTRIENT (90 lb/Acre)	40	LB	$10.00	$400.00	$12.00	$480.00
25100105	MULCH, METHOD 2 (2 Tons/acre)	1	Tons	$1,400.00	$1,400.00	$19,000.00	$19,000.00
X0327678	EXPLORATION EXCAVATIONS	30	Ea	$700.00	$21,000.00	$800.00	$24,000.00
X0327651	12 INCH CASINGS	540	Ft	$180.00	$97,200.00	$88.00	$47,520.00
70102620	TRAFFIC CONTROL	1	Lump Sum	$50,000.00	$50,000.00	$100,000.00	$100,000.00
67100100	MOBILIZATION	1	Lump Sum	$100,000.00	$100,000.00	$138,000.00	$138,000.00
Z0009000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	1	Lump Sum	$150,000.00	$150,000.00	$150,000.00	$150,000.00
	TOTAL BIDS (AS CORRECTED) Percent Over Under ENGINEER'S ESTIMATE				$4,407,315.00		$4,499,711.00 2.10%

Paul E. Caswell, P.E., City Engineer

4/9/2021
Date

Annual Water Main Replacement Project
Bay Shore Area Location Map
City Project 2021-10



City of Decatur, Illinois
Public Works Department
Engineering Division

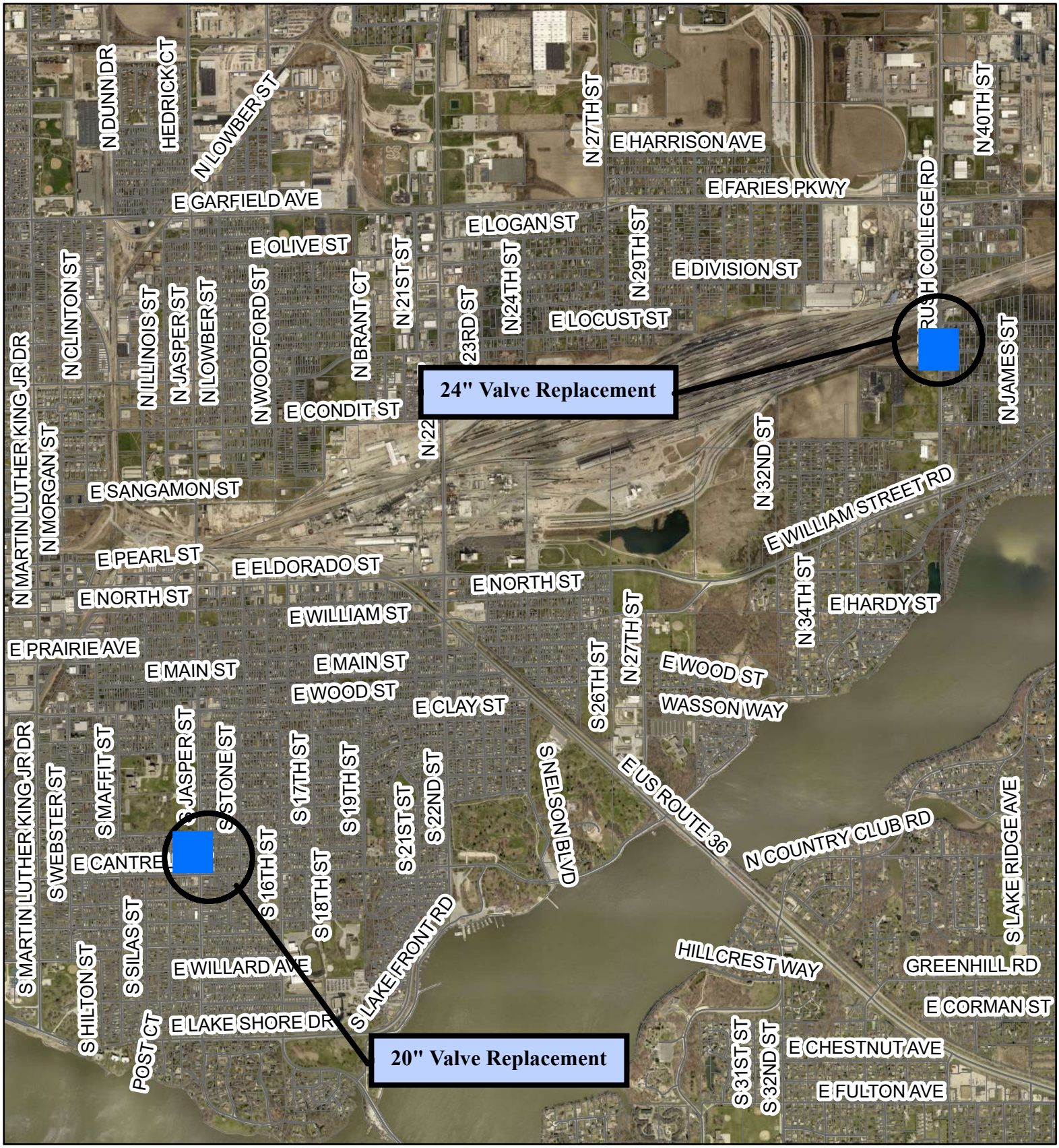
Annual Water Main Replacement Project
Greenswitch Area Location Map
City Project 2021-10

City of Decatur, Illinois
Public Works Department
Engineering Division

Annual Water Main Replacement Project
Reas Bridge Area Location Map
City Project 2021-10

City of Decatur, Illinois
Public Works Department
Engineering Division

Annual Water Main Replacement Project
Valve Replacement Location Map
City Project 2021-10



City of Decatur, Illinois
Public Works Department
Engineering Division

DATE: 4/19/2021

MEMO: 2021-03

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: James Edwards, Director Information Technology Department

SUBJECT: Resolution Accepting Bid for Underground Fiber Construction Expanding the Reach of Existing City Fiber throughout the City and connecting three Firehouses to the City Fiber Optic Network.

SUMMARY RECOMMENDATION:
City Staff recommends City Council approve the attached Resolution authorizing bid from Bodine Electric for $915,000 for the purchase and installation of 144 strand fiber optic cable expanding the reach of the City Fiber Optic Network including connecting three City Firehouses. The city received a grant from the State of Illinois in the amount of $800,000 to fund this project. In accordance with the City Council's instructions at their April 12 study session, the $115,000 required to fund this improvement beyond the resources provided by the State grant will be funded from ARP revenues dedicated to broadband expansion.

BACKGROUND:
City owns, manages and maintains a 144-strand fiber infrastructure, which is a high-speed telecommunications network that provides reliable communication links to its own buildings and is capable of providing schools, institutions of higher education, libraries, museums, research institutions, state agencies, other units of local government, and other local entities who provide computer connection services to Decatur residents.

The City is continuing to expand its fiber optic communication network throughout Decatur to connect other City buildings as well as offer better and higher speed options to other interested third parties.

This action will further fulfill the City’s vision of extending access to fiber in other parts of the community so it can serve as a community development tool, drive economic growth, and eventually provide redundancy in the current system.

The City Information Technology Department provided Bid Packages to ten separate vendors on or after February 25, 2021 with a Bid due date of March 26, 2021. Bodine Electric, Decatur, Illinois and Electric Conduit Construction Company, Elburn, Illinois responded timely to the Request for Proposal, and both was found to be responsive with detailed proposals. A bid summary is included in this documentation package. Electric Conduit Construction Company put together an impressive proposal, but their bid was $293,936 higher than the competitive bid from Bodine Electric. Phase I and phase III of the City fiber network was completed by Bodine Electric in 2014 and 2019 respectively.

PRIOR COUNCIL ACTION:
On February 24, 2020, Resolution # R2020-41 approved a plan laid out to extend Fiber Optic routes throughout the City.

On December 7, 2020, Resolution # R2020-175 approved execution of an Intergovernmental Grant Agreement with the State of Illinois Department of Commerce and Economic Opportunity (DCEO) for a grant to fund the completion of the Fiber Optic extensions.

On December 28, 2020, the City received a cosigned copy of the Intergovernmental agreement from the DCEO to begin this work.

POTENTIAL OBJECTIONS: None Anticipated

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: James Edwards, IT Director

BUDGET/TIME IMPLICATIONS: The City of Decatur was awarded a $800,000 Capital Grant to complete these projects. The Bodine bid totals $915,000. The $115,000 difference will be paid out of the 2021 Federal Stimulus Funds reserved for Fiber Broadband Expansions.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Bid Summary	Backup Material

RESOLUTION NO. R_____

RESOLUTION ACCEPTING BID FROM BODINE COMMUNICATIONS FOR UNDERGROUND FIBER OPTIC INSTALLATION THROUGHOUT THE CITY OF DECATUR

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

Section 1. That the Bid received for installing high-capacity fiber optic cable, IT Project 2021-03 presented herewith be, and it is hereby, received, and placed on file.

Section 2. That the low bid of Bodine Communications for $915,000 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 Bodine Communications for their bid price of $915,000.

PRESENTED AND ADOPTED this 19th day of April 2021.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

Project Name: Underground Fiber Optic Cable Installation - Grant Project Number: ITFIBER-01 Bid Date: March 26, 2021 Time: 4:00 p.m.				Bodine Electric of Decatur Decatur, IL		Electric Conduit Construction Company Elburn, IL	
	Description	**QTY.**	**Unit**	**Scoring**	**Total**	**Scoring**	**Total**
	Undergound Fiber Optic Cable Installation			85%	$915,000.00	60%	$1,208,936.00
TOTAL					$915,000.00		$1,208,936.00

DATE: 4/19/2021

MEMO: 2021-04

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: James Edwards, Director Information Technology Department

SUBJECT:
Resolution Authorizing an Intergovernmental Agreement (IGA) for the Construction and Installation of Fiber Optic Cable 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.

SUMMARY RECOMMENDATION:
Staff recommends that City Council approve the attached resolution, authorizing an IGA for sharing of certain costs for the construction and installation of extensions to the City Fiber Optic Network for the purpose of connecting School District Properties.

BACKGROUND:
The City of Decatur has received a State of Illinois Grant and the Decatur Public School District has applied for a similar State of Illinois Grant. The grant received by the City of Decatur is being used to extend the reach of the City Fiber Optic Network for the purpose of making it more accessible to area businesses, other government entities and connect three Firehouse buildings. The Decatur Public School District has applied for their own State of Illinois Grant to further extend the City Fiber Optic Network for the purpose of connecting School District Properties together.

The IGA agreement referenced as Exhibit A is included in the attached Resolution. It further defines how the City of Decatur and the Decatur Public School District will work together to leverage our individual grant funds to complete these Fiber Optic Extension Projects.

The DPS-61 Board of Education approved the IGA at their April 13, 2021 meeting.

PRIOR COUNCIL ACTION: None

POTENTIAL OBJECTIONS: None anticipated

INPUT FROM OTHER SOURCES:
Maurice Payne, IT Director, Decatur Public Schools and,
Todd Covault, COO, Decatur Public Schools

STAFF REFERENCE: James Edwards, IT Director, (217)450-2236

BUDGET/TIME IMPLICATIONS:
Costs associated with fulfillment of this agreement will be paid from State of Illinois Grant funds.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Intergovernmental Grant Agreeement	Backup Material

RESOLUTION NO. R_____

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

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

Section 1. That the Intergovernmental Agreement for the sharing of certain costs related to extending the City Fiber Optic Network between the City of Decatur, Illinois, and Decatur Public Schools, presented to the City Council, as Exhibit A, herewith be, and the same is hereby, received, placed on file and approved.

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

PRESENTED and ADOPTED this 19th day of April 2021.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

EXHIBIT A

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

WHEREAS, the City of Decatur, Illinois ("City") has received a State of Illinois Grant to extend and/or make improvements to its Fiber Optic Network located in specific City owned rights of way and as more particularly set forth in Exhibit A, attached hereto and incorporated by reference; and,

WHEREAS, the Decatur Public School District 61 ("District") has applied for a State of Illinois Grant to provide for fiber installation in addition to that planned by the City to further extend the City Fiber Optic Network in City owned rights of way as well as provide lateral connections from the fiber network to certain District properties as more particularly set forth in Exhibit A; and,

WHEREAS, Exhibit A sets forth the specific rights of way that the City and the District are each desirous of extending and that each will be financially responsible for in the construction and installation of the fiber; and,

WHEREAS, intergovernmental cooperation between the City and District is beneficial to both parties by allowing for additional fiber construction and installation in City owned rights of way, and the sharing of Fiber Optic Assets from both parties to connect District properties together, and provide connectivity to internet services from the Illinois Century Network; and,

WHEREAS, the 1970 Illinois Constitution, Art. VII, Section 10 and 5 Illinois Compiled Statutes 220/3 provide authority for intergovernmental co-operation; and,

WHEREAS, the City Council of the City and the Board of the District believe the addition of these Fiber Optic routes will advance education experiences in the City and will be of benefit to the health, safety, and welfare of the residents of Decatur, Macon County, Illinois.

NOW THEREFORE, in consideration of the mutual agreement contained in this agreement, the City and District agree as follows.

1. The City agrees to act as the Lead Agency for the fiber construction and installation on City owned rights of way project ("Project") as more particularly set forth in Exhibit A.

2. The City and District agree that that the construction and installation of the lateral connections from the fiber network to certain District properties are not included in this Agreement nor part of the Project and the City shall not be responsible for the construction, installation or maintenance of the lateral connections unless specifically provided for in a written amendment to this Agreement.

3. The responsibilities of the Lead Agency are to facilitate the Project, including causing the construction and installation of the fiber by preparing any necessary bidding and construction documents, advertising for the bidding process, awarding the contract for the project and providing construction observation.

4. All costs associated with fiber construction in City owned rights of way the City desires to extend its fiber network in and for which grant funds were received, said rights of way extensions more particularly set forth in Exhibit A will be paid from the City's State of Illinois grant funds.

5. All costs associated with fiber construction in City owned rights of way the District desires to extend the City fiber network in and for which the District is seeking grant funds, said rights of way extensions more particularly set forth in Exhibit A, will be paid from the District's State of Illinois grant funds. In the event the grant funds applied for and received are insufficient to cover the costs of the District's share of the Project, District will reduce the construction and installation of the fiber in a manner that will allow their portion of the Project to be paid for in full by District.

6. Project overhead costs will be shared on a pro-rata basis between the City and the District. Pro-rata shall be determined based on the linear foot of fiber construction and installation in City rights of way that each party is desirous of extending as more particularly set forth in Exhibit A.

7. City shall be solely responsible and shall have sole authority to determine the manner of fiber construction and installation for all work within the City right of ways without regard to which grant pays for the work.

8. District shall be solely responsible and shall have sole authority to determine the

manner of fiber construction for all work establishing lateral connections to District properties from the City fiber optic endpoint located in City rights of way nearest to the District property being connected, or other connecting point as jointly agreed in writing by the City and the District.

9. District acknowledges and agrees that all fiber optic cable installed in the City rights of way will be 144 count fiber meeting the specifications set forth in the City's bid specifications and after installation will become the property of the City without regard to which party, entity or grant paid for the work.

10. City will provide District one pair of fiber for primary connection and one pair of fiber to use as a spare for a total of four fibers from the City fiber optic network to each of the District properties identified in Exhibit A to a secure location where the City's fiber is distributed.

11. District may utilize and place District owned and maintained fiber connection equipment in the City's server room location to connect District properties. District affirmatively acknowledges that City will have no liability for the failure of District's equipment and any related causes of action that may occur as a result of such failure and affirmatively agrees to indemnify City from such. In addition, City shall have no responsibility for the maintenance, care, or upkeep of any District owned fiber connection equipment placed or located in the City's server room location. Upon sixty (60) days written notice to Superintendent of District, City may require District to remove any or all District owned fiber connection equipment in the City's server room location at District expense.

12. Following installation and Project completion the District will pay City its share of fiber maintenance fees for the utilization of the City fiber network for District property connections.

13. Liability Limits

a. The District agrees to indemnify, defend, and hold City, its officers, agents, and employees harmless from and against any and all claims, suits, causes of action, liabilities, damages, judgments or expenses including, but not limited to, reasonable attorney's fees and litigation costs, for personal injuries (including, but not limited to, death) or property damage arising out of City's obligations, responsibilities and performance under this agreement for work performed on District property on the Project. This provision shall not require the District to indemnify the City from the City's sole gross negligence or willful misconduct.
b. During the term of this Agreement, District shall at all times procure

and maintain insurance and shall name City, its officers and employees, as an additional named insured for all insurance.

14. This agreement shall be in full force and effect upon its approval by the City and the District and shall inure to the benefit of the City and District, their successors, and assigns, until the construction and/or improvements of the Project are completed, and all related costs therefore are paid, or the project is cancelled.

15. If any provision or subpart of this Agreement is held to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible. If not, the provision shall be deemed severed from the Agreement, and all other provisions and subparts shall remain in full force and effect.

16. This Agreement constitutes the entire agreement between the parties relating to the formation of an Intergovernmental Agreement between the City and the District. Any representations promises or statements not set forth in this Agreement are of no force and effect and have not been relied upon.

17. This Agreement may only be amended by a written instrument signed by each party hereto.

18. This Agreement is contingent upon District receiving funds from the grant currently pending with the State of Illinois for the purpose of fiber construction and extension in City rights of way.

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

PRESENTED, PASSED, AND APPROVED this _____ day of _____, 2021.

CITY OF DECATUR ATTEST:

_____ _____

Julie Moore Wolfe, Mayor Kim Althoff, City Clerk

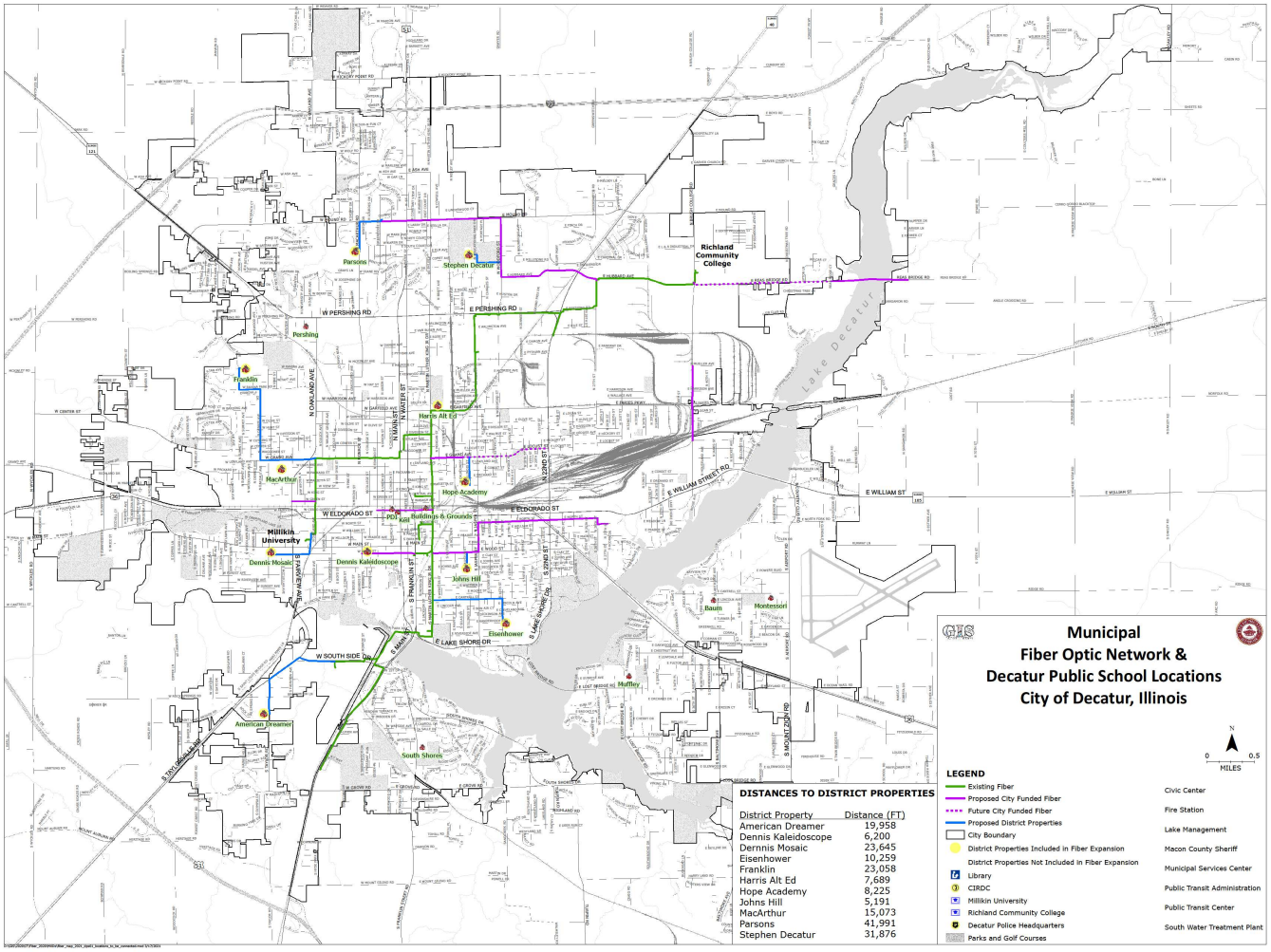
DECATUR PUBLIC SCHOOL DISTRICT 61 ATTEST:

_____ _____

Beth Nolan, Board President

INTERGOVERMENTAL AGREEMENT

EXHIBIT A



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

WHEREAS, the City of Decatur, Illinois ("City") has received a State of Illinois Grant to extend and/or make improvements to its Fiber Optic Network located in specific City owned rights of way and as more particularly set forth in Exhibit A, attached hereto and incorporated by reference; and,

WHEREAS, the Decatur Public School District 61 ("District") has applied for a State of Illinois Grant to provide for fiber installation in addition to that planned by the City to further extend the City Fiber Optic Network in City owned rights of way as well as provide lateral connections from the fiber network to certain District properties as more particularly set forth in Exhibit A; and,

WHEREAS, Exhibit A sets forth the specific rights of way that the City and the District are each desirous of extending and that each will be financially responsible for in the construction and installation of the fiber; and,

WHEREAS, intergovernmental cooperation between the City and District is beneficial to both parties by allowing for additional fiber construction and installation in City owned rights of way, and the sharing of Fiber Optic Assets from both parties to connect District properties together, and provide connectivity to internet services from the Illinois Century Network; and,

WHEREAS, the 1970 Illinois Constitution, Art. VII, Section 10 and 5 Illinois Compiled Statutes 220/3 provide authority for intergovernmental co-operation; and,

WHEREAS, the City Council of the City and the Board of the District believe the addition of these Fiber Optic routes will advance education experiences in the City and will be of benefit to the health, safety, and welfare of the residents of Decatur, Macon County, Illinois.

NOW THEREFORE, in consideration of the mutual agreement contained in this agreement, the City and District agree as follows.

1. The City agrees to act as the Lead Agency for the fiber construction and installation on City owned rights of way project ("Project") as more particularly set forth in Exhibit A.

2. The City and District agree that that the construction and installation of the lateral connections from the fiber network to certain District properties are not included in this Agreement nor part of the Project and the City shall not be responsible for the construction, installation or maintenance of the lateral connections unless specifically provided for in a written amendment to this Agreement.

3. The responsibilities of the Lead Agency are to facilitate the Project, including causing the construction and installation of the fiber by preparing any necessary bidding and construction documents, advertising for the bidding process, awarding the contract for the project and providing construction observation.

4. All costs associated with fiber construction in City owned rights of way the City desires to extend its fiber network in and for which grant funds were received, said rights of way extensions more particularly set forth in Exhibit A will be paid from the City's State of Illinois grant funds.

5. All costs associated with fiber construction in City owned rights of way the District desires to extend the City fiber network in and for which the District is seeking grant funds, said rights of way extensions more particularly set forth in Exhibit A, will be paid from the District's State of Illinois grant funds. In the event the grant funds applied for and received are insufficient to cover the costs of the District's share of the Project, District will reduce the construction and installation of the fiber in a manner that will allow their portion of the Project to be paid for in full by District.

6. Project overhead costs will be shared on a pro-rata basis between the City and the District. Pro-rata shall be determined based on the linear foot of fiber construction and installation in City rights of way that each party is desirous of extending as more particularly set forth in Exhibit A.

7. City shall be solely responsible and shall have sole authority to determine the manner of fiber construction and installation for all work within the City right of ways without regard to which grant pays for the work.

8. District shall be solely responsible and shall have sole authority to determine the manner of fiber construction for all work establishing lateral connections to District properties from the City fiber optic endpoint located in City rights of way nearest to the District property being connected, or other connecting point as jointly agreed in writing by the City and the District.

9. District acknowledges and agrees that all fiber optic cable installed in the City rights of way will be 144 count fiber meeting the specifications set forth in the City's bid specifications and after installation will become the property of the City without regard to which party, entity or grant paid for the work.

10. City will provide District one pair of fiber for primary connection and one pair of fiber to use as a spare for a total of four fibers from the City fiber optic network to each of the District properties identified in Exhibit A to a secure location where the City's fiber is distributed.

11. District may utilize and place District owned and maintained fiber connection equipment in the City's server room location to connect District

properties. District affirmatively acknowledges that City will have no liability for the failure of District's equipment and any related causes of action that may occur as a result of such failure and affirmatively agrees to indemnify City from such. In addition, City shall have no responsibility for the maintenance, care, or upkeep of any District owned fiber connection equipment placed or located in the City's server room location. Upon sixty (60) days written notice to Superintendent of District, City may require District to remove any or all District owned fiber connection equipment in the City's server room location at District expense.

12. Following installation and Project completion the District will pay City its share of fiber maintenance fees for the utilization of the City fiber network for District property connections.

13. Liability Limits

    a. The District agrees to indemnify, defend, and hold City, its officers, agents, and employees harmless from and against any and all claims, suits, causes of action, liabilities, damages, judgments or expenses including, but not limited to, reasonable attorney's fees and litigation costs, for personal injuries (including, but not limited to, death) or property damage arising out of City's obligations, responsibilities and performance under this agreement for work performed on District property on the Project. This provision shall not require the District to indemnify the City from the City's sole gross negligence or willful misconduct.
    b. During the term of this Agreement, District shall at all times procure and maintain insurance and shall name City, its officers and employees, as an additional named insured for all insurance.

14. This agreement shall be in full force and effect upon its approval by the City and the District and shall inure to the benefit of the City and District, their successors, and assigns, until the construction and/or improvements of the Project are completed, and all related costs therefore are paid, or the project is cancelled.

15. If any provision or subpart of this Agreement is held to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible. If not, the provision shall be deemed severed from the Agreement, and all other provisions and subparts shall remain in full force and effect.

16. This Agreement constitutes the entire agreement between the parties relating to the formation of an Intergovernmental Agreement between the City and the District. Any representations promises or statements not set forth in this Agreement are of no force and effect and have not been relied upon.

17. This Agreement may only be amended by a written instrument signed by each party hereto.

18. This Agreement is contingent upon District receiving funds from the grant currently pending with the State of Illinois for the purpose of fiber construction and extension in City rights of way.

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

PRESENTED, PASSED, AND APPROVED this _____ day of _____, 2021.

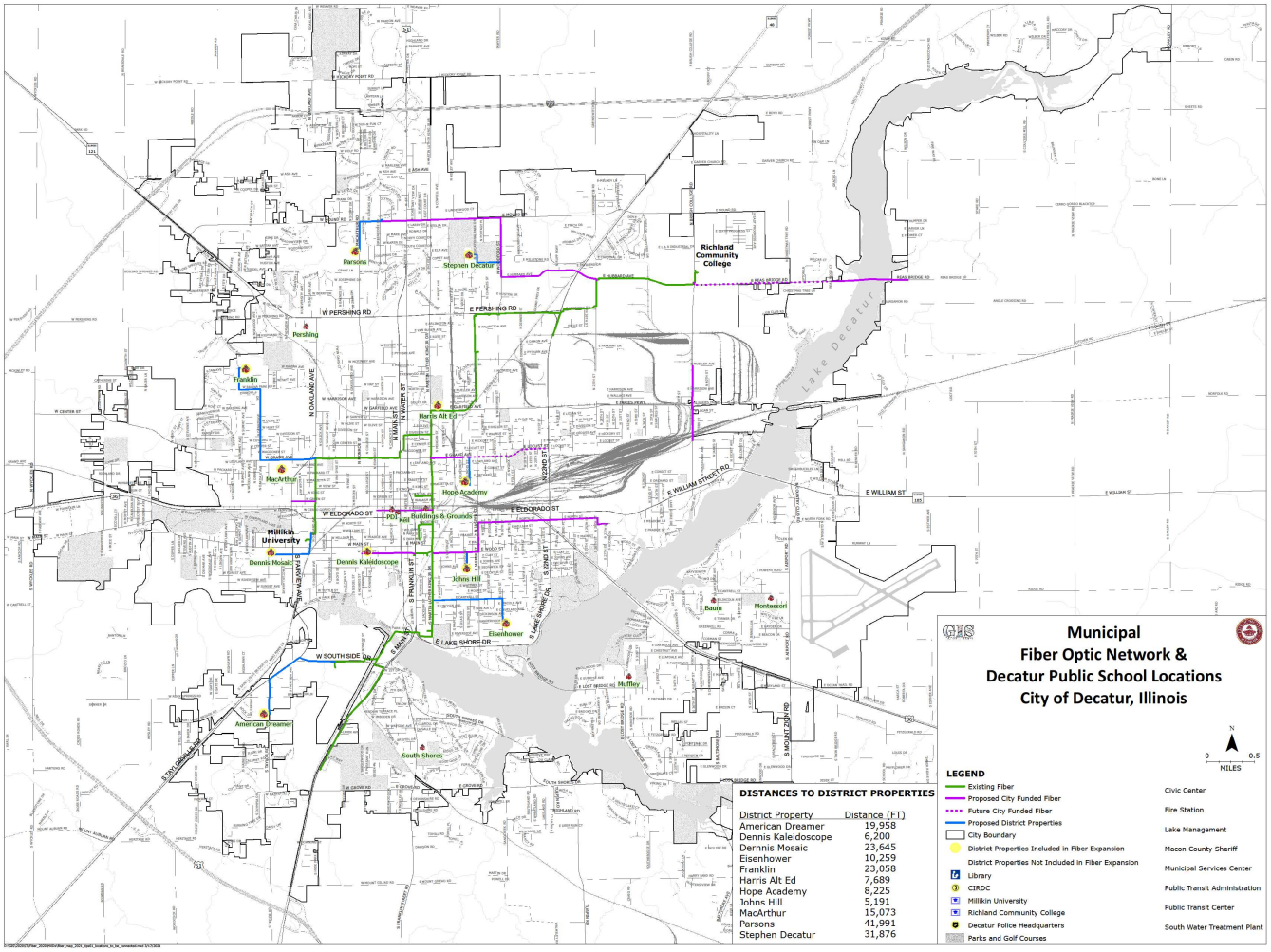
CITY OF DECATUR ATTEST:

_____ _____
Julie Moore Wolfe, Mayor Kim Althoff, City Clerk

DECATUR PUBLIC SCHOOL DISTRICT ATTEST:

_____ _____
Beth Nolan, Board President

EXHIBIT A


Municipal
Fiber Optic Network &
Decatur Public School Locations
City of Decatur, Illinois
LEGEND
Existing Fiber
Proposed City Funded Fiber
Future City Funded Fiber
Proposed District Properties
City Boundary
District Properties Included in Fiber Expansion
District Properties Not Included in Fiber Expansion
Library
CIRDC
Millikin University
Richland Community College
Decatur Police Headquarters
Parks and Golf Courses
Civic Center
Fire Station
Lake Management
Macon County Sheriff
Municipal Services Center
Public Transit Administration
Public Transit Center
South Water Treatment Plant
MILES
DISTANCES TO DISTRICT PROPERTIES
District Property Distance (FT)
American Dreamer 19,958
Dennis Kaleidoscope 6,200
Dennis Mosaic 23,645
Eisenhower 10,259
Franklin 23,058
Harris Alt Ed 7,689
Hope Academy 8,225
Johns Hill 5,191
MacArthur 15,073
Parsons 41,991
Stephen Decatur 31,876
Richland Community College
Lake Decatur
Parsons
Stephen Decatur
Pershing
Franklin
Harris Alt Ed
MacArthur
Hope Academy
Millikin University
Dennis Mosaic
Dennis Kaleidoscope
Johns Hill
Eisenhower
Baum
Montessori
Muffley
American Dreamer
South Shores
W PERSHING RD
E PERSHING RD
W ELDORADO ST
E ELDORADO ST
E WILLIAM ST
E WILLIAM STREET RD
E LAKE SHORE DR
W SOUTH SIDE DR
S MONROE RD

DATE: 4/19/2021

MEMO: 2021-2

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: James Edwards, Director Information Technology Department

SUBJECT:
Resolution Authorizing an Intergovernmental Agreement (IGA) with the State of Illinois Department of Innovation and Technology (DOIT) to renew the Fiber Management Services Agreement between the City of Decatur and the State of Illinois DOIT.

SUMMARY RECOMMENDATION:
Staff recommends that City Council approve the attached resolution, authorizing an IGA with DOIT to provide Fiber Management Services for the City of Decatur Fiber Optic Network.

BACKGROUND:
In 2016 the City entered into an IGA with the State of Illinois DOIT to assist the City with Fiber Management Services including Fiber Management, JULIE Underground Cable Registration, Tracking, Documentation Management, Fiber Route Mapping, Engineering Services, Underground Emergency Fiber Location Services as well as other services articulated in the attached agreement. Under this agreement the City also enjoys reasonable billable rates for priority unscheduled fiber maintenance due to fiber breaks and other accidental damage to the City Fiber Network.

The expiring IGA was for a 5-year term. This renewal IGA automatically renews annually up to a maximum term of 10-years. Provision is made in the IGA to terminate it for any cause with at least 30 days advance notice of the contract anniversary date. The expiring IGA was $20,000 per year for 5 years. The IGA before you contains the same provisions as the original, and the annual rate was negotiated and reduced to $5,000 per year netting a $15,000 savings annually.

The IGA agreement referenced as Exhibit A is included in the attached Resolution. It further defines how the City of Decatur and the State of Illinois DOIT will work together to keep the City of Decatur Fiber Optic network functioning as designed.

PRIOR COUNCIL ACTION: Original IGA was approved and entered into in 2016.

POTENTIAL OBJECTIONS: None Anticipated

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Jim Edwards, IT Director, (217)450-2236

BUDGET/TIME IMPLICATIONS:
Cost associated with fulfillment of this IGA is in the FY2021 Information Technology Budget.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
IGA	Backup Material

RESOLUTION NO. R_____

RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ILLINOIS DEPARTMENT OF INNOVATION AND TECHNOLGY AND THE CITY OF DECATUR, ILLINOIS FOR FIBER OPTIC NETWORK MANAGEMENT SERVICES

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

Section 1. That the Intergovernmental Agreement for City Fiber Optic Network Fiber Management Services between the City of Decatur, Illinois, and the State of Illinois Department of Innovation and Technology, presented to the City Council, as Exhibit A, herewith be, and the same is hereby, received, placed on file and approved.

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

PRESENTED and ADOPTED this 19th day of April 2021.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT FOR FIBER MANAGEMENT SERVICES

BY AND BETWEEN

ILLINOIS DEPARTMENT OF INNOVATION AND TECHNOLOGY,
ILLINOIS CENTURY NETWORK

AND

CITY OF DECATUR

DATED: _____

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INTERGOVERNMENTAL AGREEMENT FOR FIBER MANAGEMENT SERVICES

This Intergovernmental Agreement ("IGA" or "Agreement) is entered into between Illinois Department of Innovation and Technology ("DoIT"), an Illinois State Agency, and the City of Decatur (“Public Agency"), a municipal unit of government, pursuant to the Illinois Constitution (Art. VII, Sec. 10) and the Intergovernmental Cooperation Act (S ILCS 220/3 *et seq.).* DoIT and Public Agency are collectively referred to herein as "Parties" or individually as a "Party".

RECITALS

A. Public Agency owns a fiber optic network ("Fiber Optic Network") in the State of Illinois.

B. DoIT, owns, manages and maintains the Illinois Century Network ("ICN") (20 ILCS 3921/1-2), a high-speed telecommunications network that provides reliable communication links to and among Illinois schools, institutions of higher education, libraries, museums, research institutions, State agencies, units of local government, and other local entities that provide broadband service to Illinois citizens.

C. Public Agency desires to have DoIT provide services ("Fiber Management Services”) to the Fiber Optic Network.

D. Public Agency agrees to maintain a service level purchase of ICN Services at a minimum value of $3,000 for the term of this maintenance agreement.

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

ARTICLE 1 - EXHIBITS

1.1 Exhibits. The following exhibits are attached hereto, incorporated herein and made a part of this Agreement by references:

i) Exhibit A: Contacts and Escalations

ARTICLE 2 - PRICING

2.1 In consideration of the agreement of DoIT to provide Fiber Management Services to Public Agency, Public Agency shall provide payment based on the following table:

i) Fiber Maintenance Table
   (1) Basic Maintenance Services
      (a) Annual Fee: $5,000
      (b) Includes: Fiber Management, Registering fiber with JULIE, Tracking, Documentation Management, GIS Database management, Contract Management including Contractors, Engineering, Locators.
      JULIE work efforts included as part of this annual fee include the costs of maintaining GIS database systems, Arc Map and other GIS tools, engineers, management and leveraging of the State’s JULIE locate service provider for quantity discount on tickets as well as

updates, modifications and changes as necessary. For instance, when JULIE makes changes to their requirements, the changes that need to be made to support the City's JULIE protection would come from the annual costs that the City pays. Ongoing ticket based JULIE costs are detailed below under Ad Hoc Services.

(2) Ad Hoc Services (Each of the services listed below will be initiated only after Public Agency approval to the quote):
   (a) Relocate Work: Cost + 20%
   (b) Maintenance, scheduled or unscheduled: Cost + 20%
   Scheduled Maintenance consists of any maintenance work that the City may wish to have DoIT perform in the execution of its duties as the City's fiber management services provider. For scheduled maintenance, Public Agency provides DoIT with a scope of work, will receive a quote, and must approve before the work would be performed.

   This maintenance would include, but is not limited to: splicing work to allow new customers to come online, new handholes, mid-sheath entry, contractor meetings, etc.

   Unscheduled Maintenance consists of maintenance that must be responded to immediately and cannot wait for City approval, such as emergencies.

   In the case of Unscheduled Maintenance, DoIT shall first attempt to retrieve unscheduled maintenance costs from the responsible party causing the unscheduled maintenance. If this is not possible, the State shall allocate the unscheduled maintenance costs between the IRU owners of the fiber strands, in proportion to the quantity of fiber owned. Any out of pocket costs incurred due to unscheduled maintenance will be the responsibility of the Public Agency.

   (c) JULIE Locate Services: Cost + 20%
   JULIE costs will be billed on a cost + basis, as described above, based on tickets received monthly by DoIT from the locate service provider. DoIT will provide monthly ticket reports to the City of Decatur upon request. At any time, the City may request historical ticket reports.

   (d) Any services outside of these scopes: Time and Materials
      (i) Material will be billed at cost + 20% (twenty percent). Time will be billed at current DoIT hourly rates.

2.2 All amounts due DoIT are payable in full within thirty (30) days from date of invoice ("Due Date"). Invoice amounts not paid on or before the Due Date shall bear interest at the rate of one and one-half percent (1.5%) per month or the highest lawful rate, whichever is lower.

ARTICLE 3 - FIBER MANAGEMENT SERVICES

3.1 During the Term of this Agreement, DoIT shall perform the following Fiber Management Services as described below:

i) Networks Operations and Customer Support:
   (1) 24x7x365 Helpdesk at Communication Management Center monitoring the network and responding to alarms and customer calls;
   (2) Regional Technology centers provide local customer support;
   (3) Management / coordination of ongoing splice requests;
   (4) Management of fiber / conduit acceptance;
   (5) Management / coordination of third party contractors for splicing;
   (6) Coordination between maintenance contractor and customers for scheduled maintenance work;

(7) Customer notifications / coordination for unscheduled maintenance work;
(8) Management of locate contractor;

ii) Maintenance:
(1) Routine maintenance – patrol of network. Correcting potential hazards or deficiencies, for example, repairing or replacing damaged hand hole or man hole lids, replacing missing cable markers;
(2) Emergency repair and restoration - 24/365 call out to address service affecting conditions;
(3) Fiber splicing and termination – Splicing services to address repairs or to interconnect with other providers (*e.g.* customer) fiber;
(4) Pursue reimbursement for repair costs resulting from bad locating, failure to call JULIE, failure to adhere to locate markings;
(5) Public Agency billed per Pricing section, above.

iii) Locates:
(1) Responds to emergency and non-emergency locate requests, i.e. a party wanting to dig/trench an area where fiber is buried. The party notifies JULIE and JULIE issues a ticket to the State for the locate request. The company the State has contracted to processes the locate request goes out and marks ground where fiber is buried.

ARTICLE 4 - TERM

4.1 This IGA has an initial term starting on the last dated signature of the Parties and extending until November 7, 2021. Thereafter, this IGA will automatically renew for additional one (1) year terms, for no more than ten (10) years total, unless either Party provides notice, at least 30 days in advance of the anniversary of the last dated signature of the Parties, that it does not wish to renew.

ARTICLE 5 - TERMINATION FOR CAUSE

5.1 DoIT may terminate this IGA, in whole or in part, immediately upon notice to the Public Agency if: (a) DoIT determines that the actions or inactions of Public Agency, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) Public Agency has notified DoIT that it is unable or unwilling to perform the IGA.

5.2 If Public Agency fails to perform to DoIT's satisfaction any material requirement of this IGA, is in violation of a material provision of this IGA, or DoIT determines that the Public Agency lacks the financial resources to perform the duties and requirements described above, DoIT shall provide written notice to the Public Agency to cure the problem identified within the period of time specified in DoIT's written notice. If not cured by that date DoIT may either: (a) immediately terminate the IGA without additional written notice or (b) enforce the terms and conditions of the IGA.

5.3 For termination due to any of the causes contained in this Section, DoIT retains its rights to seek any available legal or equitable remedies and damages.

ARTICLE 6 - TERMINATION FOR CONVENIENCE

6.1 Either party may, for its convenience and with 120 days prior written notice to the other party, terminate this IGA in whole or in part and without payment of any penalty or incurring any further obligation to the other party. In event that Public Agency terminates pursuant to this Article 6, Public Agency will not be entitled to receive any credits or reimbursements of any kind from DoIT.

ARTICLE 7 - DEFAULT

7.1 The following events shall constitute ("Events of Default"), the occurrence of which shall constitute a material breach of this Agreement and entitle the non-defaulting party to seek the rights and remedies available to it under the terms of this Article 7, Default:

i) Failure by Public Agency to pay any amount when due and such failure is not cured within thirty (30) calendar days following receipt of written notice of such failure, or

ii) Failure by either party to observe or perform any other material obligation under this Agreement when such failure shall continue for a period of thirty (30) calendar days (or such longer period as may be agreed upon by the parties in writing; provided that the defaulting party commences to cure such failure within such thirty (30) calendar day period and thereafter diligently pursues such cure) after written notice.

7.2 Rights and Remedies of Public Agency. Upon the occurrence of an Event of Default by or with respect to DoIT, Public Agency shall be entitled to: (a) terminate the Agreement.

7.3 Rights and Remedies of DoIT. Upon the occurrence of an Event of Default by or with respect to Public Agency, DoIT shall have the right to: (i) terminate the Agreement; and (ii) recover amounts owed by Public Agency to DoIT that accrued on or prior to the date of termination.

ARTICLE 8 - ASSIGNMENT AND SUBCONTRACTING

8.1 This IGA may not be assigned, transferred in whole or in part by the Public Agency without the prior written consent of DoIT, which such consent shall not be unreasonably withheld. DoIT will not assign this Agreement, in whole or in part, to a private entity without the prior written consent
of Customer. Such consent on the part of the Customer shall not be unreasonably withheld.

ARTICLE 9 - AUDIT/RETENTION OF RECORDS

9.1 Public Agency shall maintain books and records relating to the performance of the IGA and necessary to support amounts charged to DoIT under the IGA. Books and records, including information stored in databases or other computer systems, shall be maintained by the Public Agency for a period of three years from the later of the date of final payment under the IGA or completion of the IGA. If federal funds are used to pay IGA costs, the Public Agency must retain its records for five years. Books and records shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, DoIT internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Public Agency shall cooperate fully with any such audit and with any investigation conducted by

any of these entities. Failure to maintain books and records shall establish a presumption in favor of DoIT for the recovery of any funds paid by DoIT under the IGA for which adequate books and records are not available to support the purported disbursement. The Public Agency shall not impose a charge for audit or examination of the Public Agency's books and records.

ARTICLE 10 - FORCE MAJEURE

10.1 Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the IGA without penalty if performance does not resume within 30 days of the declaration.

ARTICLE 11 - CONFIDENTIAL INFORMATION

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

ARTICLE 12 - INDEMNIFICATION AND LIABILITY

12.1 To the extent permitted by law, Public Agency shall indemnify and hold harmless DoIT, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Public Agency's negligent performance; or (b) any act, activity or omission of Public Agency or any of its employees, representatives, or agents. Neither Party shall be liable for

incidental, special, consequential or punitive damages. DoIT agrees to reasonably cooperate with Public Agency in the defense of any third party claim, and agrees that Public Agency will have full control and authority over the defense and any settlements.

ARTICLE 13 - INSURANCE

13.1 Public Agency currently holds and shall, at all times during the term and any renewals, maintain and provide the following levels of insurance coverage: : (a) General Commercial Liability- occurrence form in amount of $10,000,000 per occurrence (b) Property insurance in the amount of $1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit Public Agency's obligation to indemnify, defend, or settle any claims.

ARTICLE 14 - APPLICABLE LAW

14.1 This IGA shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44111. Adm. Code 750) are incorporated by reference. Any claim against DoIT arising out of this IGA must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1). DoIT shall not enter into binding arbitration to resolve any dispute. The State of Illinois does not waive sovereign immunity by entering into this IGA. The official text of cited statutes is incorporated by reference (An unofficial version can be viewed at *http://www.ilga.gov/legislation/ilcs/ilcs.asp)*. In compliance with the Illinois and federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the federal Rehabilitation Act and other applicable laws and rules DoIT does not unlawfully discriminate in employment, contracts, or any other activity.

ARTICLE 15 - NOTICES

15.1 Notices and other communications provided for herein shall be given in writing to the persons at the addresses below, by any of the following: registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

i) DoIT:

(1) For Payments:

A&R Shared Services
CMS Accounts Receivable Section
P.O. Box 7199
Springfield, IL 62791-7199

(2) For Legal Notices:

CMS BCCS/ICN
Attn: General Counsel
120 W Jefferson
Springfield IL 62702 With a

copy to:

CMS BCCS/ICN
ATTN: Network Services
Manager 120 W Jefferson
Springfield IL 62702

ii) Public Agency:

CITY OF DECATUR
ATTN: IT Director
Decatur Civic Center, 2nd
Floor 1 Gary K. Anderson Pl
Decatur, IL 62523

With a copy to:
Corporation Counsel - City of Decatur
Gary K. Anderson Plaza
Decatur, IL 62523

ARTICLE 16 - MODIFICATIONS AND SURVIVAL

16.1 Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this IGA officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. This Agreement, together with the Exhibits attached hereto, constitutes the entire Agreement among the Parties with respect to the subject matter hereof, and supersedes any other negotiations, and prior agreements or communications, whether written or oral, that have been made by the Parties.

ARTICLE 17 - STANDARD CERTIFICATIONS FOR INTERGOVERNMENTAL AGREEMENTS

17.1 Public Agency acknowledges and agrees that compliance with this section and each subsection for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Public Agency certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

17.2 If this contract extends over multiple fiscal years including the initial term and all renewals, Public Agency shall notify DoIT if it is out of compliance with this section in the manner and format determined by DoIT by the date specified by DoIT and in no event later than July 1 of each year that this contract remains in effect.

17.3 If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

17.4 As part of each certification, Public Agency acknowledges and agrees that should Public Agency provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

i) the contract may be void by operation of law,

ii) DoIT may void the contract, and

iii) the Public Agency or its agents may be subject to one or more of the following: suspension or debarment from future procurements, denial of payment, and civil fine or criminal penalty as contemplated by any applicable statutes.

iv) Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

17.5 Public Agency certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101et seq.) and applicable rules in performance under this contract.

17.6 If Public Agency employs 25 or more employees and this contract is worth more than $5000, Public Agency certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. (30 ILCS 580)

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17.10 Public Agency warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Contractors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of DoIT, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over $25,000. This prohibition also applies to hiring for that same purpose any former DoIT employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

(Signature Page to Follow)

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

Illinois Department of Innovation and Technology

By_____

Date:
Name:
Title:

I have authority to bind DoIT.

City of Decatur, Illinois

By_____

Date:
Name:
Title:

I have authority to bind Public Agency.

EXHIBIT A

Technical contacts for DoIT

DoIT NOC 312-814-3648 (312-814-DOIT) "option 2"

DoIT NOC escalation 11st:

First level:

Frank Walters – Network Architect
Desk: 217-558-1102
Mobile: 217-725-0208

Second level:

John Leonard - Network Services Manager
Desk: 217-558-1121
Mobile: 217-299-6127

Third Level:

Lori Sorenson - Chief of Network Operations
Desk: 217-557-6565
Mobile: 217-306-0182

Technical contacts for Customer
Customer NOC (217) 424-2703 Customer NOC escalation list:

First level:

Jim Edwards- IT Director
Desk: 217-450-2236
Mobile: 217-855-8715

Second Level:

Name – Network Administrator
Desk: 217-450-2243

INTERGOVERNMENTAL AGREEMENT FOR FIBER MANAGEMENT SERVICES

BY AND BETWEEN

ILLINOIS DEPARTMENT OF INNOVATION AND TECHNOLOGY,
ILLINOIS CENTURY NETWORK

AND

CITY OF DECATUR

DATED: _____

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INTERGOVERNMENTAL AGREEMENT FOR FIBER MANAGEMENT SERVICES

This Intergovernmental Agreement ("IGA" or "Agreement) is entered into between Illinois Department of Innovation and Technology ("DoIT"), an Illinois State Agency, and the City of Decatur (“Public Agency"), a municipal unit of government, pursuant to the Illinois Constitution (Art. VII, Sec. 10) and the Intergovernmental Cooperation Act (S ILCS 220/3 *et seq.).* DoIT and Public Agency are collectively referred to herein as "Parties" or individually as a "Party".

RECITALS

A. Public Agency owns a fiber optic network ("Fiber Optic Network") in the State of Illinois.

B. DoIT, owns, manages and maintains the Illinois Century Network ("ICN") (20 ILCS 3921/1-2), a high-speed telecommunications network that provides reliable communication links to and among Illinois schools, institutions of higher education, libraries, museums, research institutions, State agencies, units of local government, and other local entities that provide broadband service to Illinois citizens.

C. Public Agency desires to have DoIT provide services ("Fiber Management Services”) to the Fiber Optic Network.

D. Public Agency agrees to maintain a service level purchase of ICN Services at a minimum value of $3,000 for the term of this maintenance agreement.

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

ARTICLE 1 - EXHIBITS

1.1 Exhibits. The following exhibits are attached hereto, incorporated herein and made a part of this Agreement by references:

i) Exhibit A: Contacts and Escalations

ARTICLE 2 - PRICING

2.1 In consideration of the agreement of DoIT to provide Fiber Management Services to Public Agency, Public Agency shall provide payment based on the following table:

i) Fiber Maintenance Table

(1) Basic Maintenance Services

(a) Annual Fee: $5,000

(b) Includes: Fiber Management, Registering fiber with JULIE, Tracking, Documentation Management, GIS Database management, Contract Management including Contractors, Engineering, Locators.

JULIE work efforts included as part of this annual fee include the costs of maintaining GIS database systems, Arc Map and other GIS tools, engineers, management and leveraging of the State's JULIE locate service provider for quantity discount on tickets as well as updates, modifications and changes as necessary. For instance, when JULIE makes changes to their requirements, the changes that need to be made to support the City's JULIE protection would come from the annual costs that the City pays. Ongoing ticket based JULIE costs are detailed below under Ad Hoc Services.

(2) Ad Hoc Services (Each of the services listed below will be initiated only after Public Agency approval to the quote):

(a) Relocate Work: Cost + 20%

(b) Maintenance, scheduled or unscheduled: Cost + 20%

Scheduled Maintenance consists of any maintenance work that the City may wish to have DoIT perform in the execution of its duties as the City's fiber management services provider. For scheduled maintenance, Public Agency provides DoIT with a scope of work, will receive a quote, and must approve before the work would be performed.

This maintenance would include, but is not limited to: splicing work to allow new customers to come online, new handholes, mid-sheath entry, contractor meetings, etc.

Unscheduled Maintenance consists of maintenance that must be responded to immediately and cannot wait for City approval, such as emergencies.

In the case of Unscheduled Maintenance, DoIT shall first attempt to retrieve unscheduled maintenance costs from the responsible party causing the unscheduled maintenance. If this is not possible, the State shall allocate the unscheduled maintenance costs between the IRU owners of the fiber strands, in proportion to the quantity of fiber owned. Any out of pocket costs incurred due to unscheduled maintenance will be the responsibility of the Public Agency.

(c) JULIE Locate Services: Cost + 20%

JULIE costs will be billed on a cost + basis, as described above, based on tickets received monthly by DoIT from the locate service provider. DoIT will provide monthly ticket reports to the City of Decatur upon request. At any time, the City may request historical ticket reports.

(d) Any services outside of these scopes: Time and Materials

(i) Material will be billed at cost + 20% (twenty percent). Time will be billed at current DoIT hourly rates.

2.2 All amounts due DoIT are payable in full within thirty (30) days from date of invoice ("Due Date"). Invoice amounts not paid on or before the Due Date shall bear interest at the rate of one and one-half percent (1.5%) per month or the highest lawful rate, whichever is lower.

ARTICLE 3 - **FIBER MANAGEMENT SERVICES**

3.1 During the Term of this Agreement, DoIT shall perform the following Fiber Management Services as described below:

i) Networks Operations and Customer Support:

(1) 24x7x365 Helpdesk at Communication Management Center monitoring the network and responding to alarms and customer calls;

(2) Regional Technology centers provide local customer support;

(3) Management / coordination of ongoing splice requests;

(4) Management of fiber / conduit acceptance;

(5) Management / coordination of third party contractors for splicing;

(6) Coordination between maintenance contractor and customers for scheduled maintenance work;

(7) Customer notifications / coordination for unscheduled maintenance work;

(8) Management of locate contractor;

ii) Maintenance:

(1) Routine maintenance – patrol of network. Correcting potential hazards or deficiencies, for example, repairing or replacing damaged hand hole or man hole lids, replacing missing cable markers;

(2) Emergency repair and restoration - 24/365 call out to address service affecting conditions;

(3) Fiber splicing and termination – Splicing services to address repairs or to interconnect with other providers (*e.g.* customer) fiber;

(4) Pursue reimbursement for repair costs resulting from bad locating, failure to call JULIE, failure to adhere to locate markings;

(5) Public Agency billed per Pricing section, above.

iii) Locates:

(1) Responds to emergency and non-emergency locate requests, i.e. a party wanting to dig/trench an area where fiber is buried. The party notifies JULIE and JULIE issues a ticket to the State for the locate request. The company the State has contracted to processes the locate request goes out and marks ground where fiber is buried.

ARTICLE 4 - TERM

4.1 This IGA has an initial term starting on the last dated signature of the Parties and extending until November 7, 2021. Thereafter, this IGA will automatically renew for additional one (1) year terms, for no more than ten (10) years total, unless either Party provides notice, at least 30 days in advance of the anniversary of the last dated signature of the Parties, that it does not wish to renew.

ARTICLE 5 - TERMINATION FOR CAUSE

5.1 DolT may terminate this IGA, in whole or in part, immediately upon notice to the Public Agency if: (a) DolT determines that the actions or inactions of Public Agency, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) Public Agency has notified DolT that it is unable or unwilling to perform the IGA.

5.2 If Public Agency fails to perform to DolT's satisfaction any material requirement of this IGA, is in violation of a material provision of this IGA, or DolT determines that the Public Agency lacks the financial resources to perform the duties and requirements described above, DolT shall provide written notice to the Public Agency to cure the problem identified within the period of time specified in DoIT's written notice. If not cured by that date DolT may either: (a) immediately terminate the IGA without additional written notice or (b) enforce the terms and conditions of the IGA.

5.3 For termination due to any of the causes contained in this Section, DolT retains its rights to seek any available legal or equitable remedies and damages.

ARTICLE 6 - TERMINATION FOR CONVENIENCE

6.1 Either party may, for its convenience and with 120 days prior written notice to the other party, terminate this IGA in whole or in part and without payment of any penalty or incurring any further obligation to the other party. In event that Public Agency terminates pursuant to this Article 6, Public Agency will not be entitled to receive any credits or reimbursements of any kind from DoIT.

ARTICLE 7 - DEFAULT

7.1 The following events shall constitute ("Events of Default"), the occurrence of which shall constitute a material breach of this Agreement and entitle the non-defaulting party to seek the rights and remedies available to it under the terms of this Article 7, Default:

i) Failure by Public Agency to pay any amount when due and such failure is not cured within thirty (30) calendar days following receipt of written notice of such failure, or

ii) Failure by either party to observe or perform any other material obligation under this Agreement when such failure shall continue for a period of thirty (30) calendar days (or such longer period as may be agreed upon by the parties in writing; provided that the defaulting party commences to cure such failure within such thirty (30) calendar day period and thereafter diligently pursues such cure) after written notice.

7.2 Rights and Remedies of Public Agency. Upon the occurrence of an Event of Default by or with respect to DolT, Public Agency shall be entitled to: (a) terminate the Agreement.

7.3 Rights and Remedies of DolT. Upon the occurrence of an Event of Default by or with respect

to Public Agency, DoIT shall have the right to: (i) terminate the Agreement; and (ii) recover amounts owed by Public Agency to DoIT that accrued on or prior to the date of termination.

ARTICLE 8 - ASSIGNMENT AND SUBCONTRACTING

8.1 This IGA may not be assigned, transferred in whole or in part by the Public Agency without the prior written consent of DoIT, which such consent shall not be unreasonably withheld. DoIT will not assign this Agreement, in whole or in part, to a private entity without the prior written consent
of Customer. Such consent on the part of the Customer shall not be unreasonably withheld.

ARTICLE 9 - AUDIT/RETENTION OF RECORDS

9.1 Public Agency shall maintain books and records relating to the performance of the IGA and necessary to support amounts charged to DoIT under the IGA. Books and records, including information stored in databases or other computer systems, shall be maintained by the Public Agency for a period of three years from the later of the date of final payment under the IGA or completion of the IGA. If federal funds are used to pay IGA costs, the Public Agency must retain its records for five years. Books and records shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, DoIT internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Public Agency shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records shall establish a presumption in favor of DoIT for the recovery of any funds paid by DoIT under the IGA for which adequate books and records are not available to support the purported disbursement. The Public Agency shall not impose a charge for audit or examination of the Public Agency's books and records.

ARTICLE 10 - FORCE MAJEURE

10.1 Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the IGA without penalty if performance does not resume within 30 days of the declaration.

ARTICLE 11 - CONFIDENTIAL INFORMATION

11.1 Each party, including its agents and subcontractors, to this Agreement may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this Agreement. Each party recognizes and acknowledges that the Parties are each subject to the laws of the State of Illinois and the Freedom of Information Act and, as such, will comply with the provisions of the Act as required by law.

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

ARTICLE 12 - INDEMNIFICATION AND LIABILITY

12.1 To the extent permitted by law, Public Agency shall indemnify and hold harmless DolT, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Public Agency's negligent performance; or (b) any act, activity or omission of Public Agency or any of its employees, representatives, or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages. DolT agrees to reasonably cooperate with Public Agency in the defense of any third party claim, and agrees that Public Agency will have full control and authority over the defense and any settlements.

ARTICLE 13 - INSURANCE

13.1 Public Agency currently holds and shall, at all times during the term and any renewals, maintain and provide the following levels of insurance coverage: : (a) General Commercial Liability- occurrence form in amount of $10,000,000 per occurrence (b) Property insurance in the amount of $1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit Public Agency's obligation to indemnify, defend, or settle any claims.

ARTICLE 14 - APPLICABLE LAW

14.1 This IGA shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44111. Adm. Code 750) are incorporated by reference. Any claim against DolT arising out of this IGA

must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1). DoIT shall not enter into binding arbitration to resolve any dispute. The State of Illinois does not waive sovereign immunity by entering into this IGA. The official text of cited statutes is incorporated by reference (An unofficial version can be viewed at *http://www.ilga.gov/legislation/ilcs/ilcs.asp)*. In compliance with the Illinois and federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the federal Rehabilitation Act and other applicable laws and rules DoIT does not unlawfully discriminate in employment, contracts, or any other activity.

ARTICLE 15 - NOTICES

15.1 Notices and other communications provided for herein shall be given in writing to the persons at the addresses below, by any of the following: registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

i) DoIT:

(1) For Payments:

A&R Shared Services
CMS Accounts Receivable Section
P.O. Box 7199
Springfield, IL 62791-7199

(2) For Legal Notices:

CMS BCCS/ICN
Attn: General Counsel
120 W Jefferson
Springfield IL 62702 With a

copy to:

CMS BCCS/ICN
ATTN: Network Services
Manager 120 W Jefferson
Springfield IL 62702

ii) Public Agency:

CITY OF DECATUR
ATTN: IT Director
Decatur Civic Center, 2nd

Floor 1 Gary K. Anderson Pl
Decatur, IL 62523

With a copy to:
Corporation Counsel - City of Decatur
Gary K. Anderson Plaza
Decatur, IL 62523

ARTICLE 16 - MODIFICATIONS AND SURVIVAL

16.1 Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this IGA officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. This Agreement, together with the Exhibits attached hereto, constitutes the entire Agreement among the Parties with respect to the subject matter hereof, and supersedes any other negotiations, and prior agreements or communications, whether written or oral, that have been made by the Parties.

ARTICLE 17 - STANDARD CERTIFICATIONS FOR INTERGOVERNMENTAL AGREEMENTS

17.1 Public Agency acknowledges and agrees that compliance with this section and each subsection for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Public Agency certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

17.2 If this contract extends over multiple fiscal years including the initial term and all renewals, Public Agency shall notify DoIT if it is out of compliance with this section in the manner and format determined by DoIT by the date specified by DoIT and in no event later than July 1 of each year that this contract remains in effect.

17.3 If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

17.4 As part of each certification, Public Agency acknowledges and agrees that should Public Agency provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

i) the contract may be void by operation of law,

ii) DoIT may void the contract, and

iii) the Public Agency or its agents may be subject to one or more of the following: suspension or debarment from future procurements, denial of payment, and civil fine or criminal penalty as contemplated by any applicable statutes.

iv) Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

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(Signature Page to Follow)

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

Illinois Department of Innovation and Technology	**City of Decatur, Illinois**
By_____	**By**_____
Date: **Name:** **Title:**	**Date:** **Name:** **Title:**
I have authority to bind DoIT.	I have authority to bind Public Agency.

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Customer NOC (217) 424-2703 Customer NOC escalation list:

First level:

Jim Edwards- IT Director
Desk: 217-450-2236
Mobile: 217-855-8715

Second Level:

Name – Network Administrator
Desk: 217-450-2243

DATE: 4/19/2021

MEMO: 2021-5

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: James Edwards, Information Technology Director

SUBJECT: Resolution Authorizing the City Manager to renew the annual Support and License Agreement with Tyler Technologies, Inc. for the MUNIS Enterprise Resource Planning (ERP) Financial Software System Suite.

SUMMARY RECOMMENDATION: City staff recommends that the City Council approve the attached resolution authorizing the City Manager to renew the annual Support and License Agreement with Tyler Technologies, Inc. MUNIS Division for software license and maintenance services for the period May 1, 2021 to April 30, 2022.

BACKGROUND:
This is the annual licensing and support agreement between the City of Decatur and Tyler Technologies, Inc., MUNIS Division, for licensed use of the integrated software system that supports financial accounting, purchasing, payroll, personnel, budget preparation, inventory control, fixed assets, business licensing, general billing, accounts payable and other transactions/functions, including reporting. The attached renewal quote extends the City's software license and maintenance agreement for an additional year. The agreement further grants the City rights to receive application updates, upgrades, and technical and operational support.

The Information Technology Department worked with Tyler again this year to reduce our annual license and maintenance costs for MUNIS. This year's renewal quote before discount was $182,329.09. The City was able to secure a discount on this year's license and maintenance invoice netting a savings to the City of $8,387.10 and reducing this year's licensing and support invoice to $173,941.99. I recommend we receive this discount as a good faith effort from Tyler to continue working with us to reduce these costs going forward.

PRIOR COUNCIL ACTION:
The City has maintained an Annual License and Support Agreement with Tyler for the MUNIS ERP system since the system was originally purchased in 2003 and is necessary due to the complexity of the software.

POTENTIAL OBJECTIONS: None anticipated

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: James Edwards, IT Director, (217)450-2236

BUDGET/TIME IMPLICATIONS:
This annual support expense in the amount of $173,941.99 is included in the 2020 Information Technology Department General Fund budget.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Invoice	Backup Material
Credit Invoice	Backup Material

RESOLUTION NO. R_____

RESOLUTION AUTHORIZING APPROVAL TO RENEW ANNUAL LICENSE AND SUPPORT AGREEMNT FROM TYLER TECHNOLOGIES, INC. FOR MUNIS ENTERPRISE FINANCIAL SOFTWARE SYSTEM SUITE

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

Section 1. That the invoice presented to the City Council herewith and marked Exhibit A from Tyler Technologies, Inc. for the Annual License and Support renewal for the MUNIS Enterprise Financial Software System Suite, be, and the same is hereby, received, placed on file and approved.

Section 2. That the credit invoice presented to the City Council herewith and marked Exhibit B from Tyler Technologies, Inc. for the Annual License and Support renewal for the MUNIS Enterprise Financial Software System Suite, be, and the same is hereby, received, placed on file and approved.

Section 3. That the City Manager or his designee be, and he is thereby, authorized and directed to make payment to Tyler Technologies in an amount not to exceed $173,941.99 on behalf of the City of Decatur for annual license and support for the MUNIS Enterprise Financial Software System Suite.

PRESENTED and ADOPTED this 19th day of April 2021.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

EXHIBIT A
(Page 1 of 2)

tyler technologies

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-332766	04/01/2021	1 of 2

Questions:
Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com

Bill To: City of Decatur
Attn: City Treasurer
1 Gary K. Anderson Plaza
Decatur, IL 62523-1196

Ship To: City of Decatur
Attn: City Treasurer
1 Gary K. Anderson Plaza
Decatur, IL 62523-1196

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
41741 - 18521 - 18521	153348		USD	NET30	05/01/2021

Date	Description	Units	Rate	Extended Price
Contract No.: Decatur, IL				
	SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP	1	29,936.09	29,936.09
	Maintenance: Start: 01/May/2021, End: 30/Apr/2022			
	SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE	1	8,231.86	8,231.86
	Maintenance: Start: 01/May/2021, End: 30/Apr/2022			
	SUPPORT & UPDATE LICENSING - BUSINESS LICENSES	1	7,484.44	7,484.44
	Maintenance: Start: 01/May/2021, End: 30/Apr/2022			
	SUPPORT & UPDATE LICENSING - FIXED ASSETS	1	9,056.27	9,056.27
	Maintenance: Start: 01/May/2021, End: 30/Apr/2022			
	SUPPORT & UPDATE LICENSING - GENERAL BILLING	1	3,742.23	3,742.23
	Maintenance: Start: 01/May/2021, End: 30/Apr/2022			
	SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT	1	7,484.44	7,484.44
	Maintenance: Start: 01/May/2021, End: 30/Apr/2022			
	SUPPORT & UPDATE LICENSING - INVENTORY	1	9,056.27	9,056.27
	Maintenance: Start: 01/May/2021, End: 30/Apr/2022			
	SUPPORT & UPDATE LICENSING - CRYSTAL REPORTS	1	8,055.69	8,055.69
	Maintenance: Start: 01/May/2021, End: 30/Apr/2022			
	SUPPORT & UPDATE LICENSING - MUNIS OFFICE	1	6,174.34	6,174.34
	Maintenance: Start: 01/May/2021, End: 30/Apr/2022			
	SUPPORT & UPDATE LICENSING - PAYROLL	1	12,348.64	12,348.64
	Maintenance: Start: 01/May/2021, End: 30/Apr/2022			
	SUPPORT & UPDATE LICENSING - PROJECT ACCOUNTING	1	6,810.57	6,810.57
	Maintenance: Start: 01/May/2021, End: 30/Apr/2022			
	SUPPORT & UPDATE LICENSING - PURCHASE ORDERS	1	8,980.99	8,980.99
	Maintenance: Start: 01/May/2021, End: 30/Apr/2022			
	SUPPORT & UPDATE LICENSING - REQUISITIONS	1	6,360.74	6,360.74
	Maintenance: Start: 01/May/2021, End: 30/Apr/2022			
	TYLER FORM PROCESSING SUPPORT	1	5,197.74	5,197.74
	Maintenance: Start: 01/May/2021, End: 30/Apr/2022			
	SUPPORT & UPDATE LICENSING - UTILITY BILLING CIS	1	15,341.76	15,341.76
	Maintenance: Start: 01/May/2021, End: 30/Apr/2022			
	TYLER SYSTEM MANAGEMENT SERVICES SUPPORT	1	27,561.30	27,561.30
	Maintenance: Start: 01/May/2021, End: 30/Apr/2022			
	SUPPORT & UPDATE LICENSING - CASH MANAGEMENT	1	4,305.72	4,305.72
	Maintenance: Start: 01/May/2021, End: 30/Apr/2022			
	TYLER UNLIMITED CAL UPGRADE MAINTENANCE	1	6,200.00	6,200.00
	Maintenance: Start: 01/May/2021, End: 30/Apr/2022			

EXHIBIT A
(Page 2 of 2)

tyler technologies

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-332766	04/01/2021	2 of 2

Questions:
Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com

Bill To: City of Decatur
Attn: City Treasurer
1 Gary K. Anderson Plaza
Decatur, IL 62523-1196

Ship To: City of Decatur
Attn: City Treasurer
1 Gary K. Anderson Plaza
Decatur, IL 62523-1196

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
41741 - 18521 - 18521	153348		USD	NET30	05/01/2021

Date	Description	Units	Rate	Extended Price

****ATTENTION****
Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.

Subtotal	182,329.09
Sales Tax	0.00
Invoice Total	182,329.09

EXHIBIT B

tyler technologies

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Credit Memo

Invoice No	Date	Page
045-335811	04/08/2021	1 of 1

Questions:
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Email: ar@tylertech.com

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Attn: City Treasurer
1 Gary K. Anderson Plaza
Decatur, IL 62523-1196

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Attn: City Treasurer
1 Gary K. Anderson Plaza
Decatur, IL 62523-1196

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
41741 - 18521 - 18521			USD	RECEIPT	04/08/2021

Date	Description	Units	Rate	Extended Price
	SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP	1	(1,425.53)	1,425.53
	SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE	1	(391.99)	391.99
	SUPPORT & UPDATE LICENSING - BUSINESS LICENSES	1	(356.41)	356.41
	SUPPORT & UPDATE LICENSING - FIXED ASSETS	1	(431.25)	431.25
	SUPPORT & UPDATE LICENSING - GENERAL BILLING	1	(178.20)	178.20
	SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT	1	(356.41)	356.41
	SUPPORT & UPDATE LICENSING - INVENTORY	1	(431.25)	431.25
	SUPPORT & UPDATE LICENSING - CRYSTAL REPORTS	1	(383.60)	383.60
	SUPPORT & UPDATE LICENSING - MUNIS OFFICE	1	(294.02)	294.02
	SUPPORT & UPDATE LICENSING - PAYROLL	1	(588.03)	588.03
	SUPPORT & UPDATE LICENSING - PROJECT ACCOUNTING	1	(324.31)	324.31
	SUPPORT & UPDATE LICENSING - PURCHASE ORDERS	1	(427.67)	427.67
	SUPPORT & UPDATE LICENSING - REQUISITIONS	1	(302.89)	302.89
	TYLER FORM PROCESSING SUPPORT	1	(247.51)	247.51
	SUPPORT & UPDATE LICENSING - UTILITY BILLING CIS	1	(730.56)	730.56
	TYLER SYSTEM MANAGEMENT SERVICES SUPPORT	1	(1,312.44)	1,312.44
	SUPPORT & UPDATE LICENSING - CASH MANAGEMENT	1	(205.03)	205.03

Comments: Applied to Invoice #045-332766/May 2021-April 2022

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Subtotal	(8,387.10)
Sales Tax	0.00
Invoice Total	(8,387.10)

tyler technologies

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41741 - 18521 - 18521	153348		USD	NET30	05/01/2021

Date	Description	Units	Rate	Extended Price
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	SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT	1	7,484.44	7,484.44
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	SUPPORT & UPDATE LICENSING - PROJECT ACCOUNTING	1	6,810.57	6,810.57
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Comments: Applied to Invoice #045-332766/May 2021-April 2022

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100% compliance with your software.

Subtotal	(8,387.10)
Sales Tax	0.00
Invoice Total	(8,387.10)

SUBJECT: 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

ATTACHMENTS:

Description	Type
Council Memo	Cover Memo
Ordinance	Ordinance
Supporting Documentation	Backup Material

COMMUNITY DEVELOPMENT MEMORANDUM
No. 21-15

April 12, 2021

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl "Pat" Patrick, Director of Community Development
Greg Crowe, Planning and Development Manager

SUBJECT: 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

SUMMARY RECOMMENDATION: Staff recommends approval of the ordinance approving the 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. The City Plan Commission voted 5-0 to recommend approval of the petition at the April 1, 2021 meeting. The minutes of the meeting are attached.

BACKGROUND: The subject site is located 2692, 2696 And 2698 North Church Street and is located within the I-OL Institutional Overlay District. Decatur Memorial Hospital is in need of a nearby facility for their ground's maintenance crew and associated equipment. The proposed structure is ancillary to the daily function of the Hospital as it will serve as the headquarters to the maintenance crew who will meticulously work to maintain and improve the institution's campus grounds.

The structure, approximately 4,300 feet in area, is designed to have two (2) offices, two (2) parts storage areas, two (2) ADA compliant bathrooms, a break room and two (2) garage bays. Additionally, the site will host four (4) parking spaces which include one (1) ADA space, detention areas for runoff, a screened refuse area accessed off the alley, and a buffer yard to the south to protect the existing residential uses. Landscaping will be provided. The proposed layout meets all the requirements of the Zoning Ordinance, including the I-OL District and no variances are being requested with this petition.

For further details, please refer to the attached Plan Commission staff report.

POTENTIAL OBJECTION: There were no objectors present at the Plan Commission meeting.

INPUT FROM OTHER SOURCES: N/A

STAFF REFERENCE: Any additional questions may be forwarded to Greg Crowe (gcrowe@decaturil.gov).

BUDGET/TIME IMPLICATIONS: None.

ORDINANCE NO. _____

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

WHEREAS, on the 1st day of April 2021, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of Decatur Memorial Hospital to approve the Development Plan within the I-OL Institutional Overlay District at the premises legally described as:

LOTS 18, 19 AND 20 OF BLOCK 5 OF PYTHIAN HOME ADDITION OF OUTLOTS AS PER PLAT RECORDED IN BOOK 300 ON PAGE 19 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

WHEREAS, the Decatur City Plan Commission recommended that the prayer of said petition be granted.

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

Section 1. That the recommendation of the Decatur City Plan Commission be hereby, received, placed on file and approved.

Section 2. That upon the conditions set forth below, the aforesaid Development Plan be, and the same is hereby, approved, and petitioner be, and it is hereby, authorized and permitted to develop the premises described above in accordance with the development plan hereto attached, marked Exhibit A and hereby made a part hereof.

1. Final site, landscaping and lighting plans shall be submitted to and approved by the Community Development Department, Public Works Department and the Fire Department prior to building permits being released.

Section 3. That the Districts hereinabove mentioned are those districts set forth and defined in Ordinance No. 3512 of the City of Decatur, Illinois, commonly known as the Zoning Ordinance, and all the provisions, regulations, restrictions and requirements therein set forth shall apply to the premises described herein.

PRESENTED, PASSED, APPROVED AND RECORDED this 19th day of April 2021.

_____

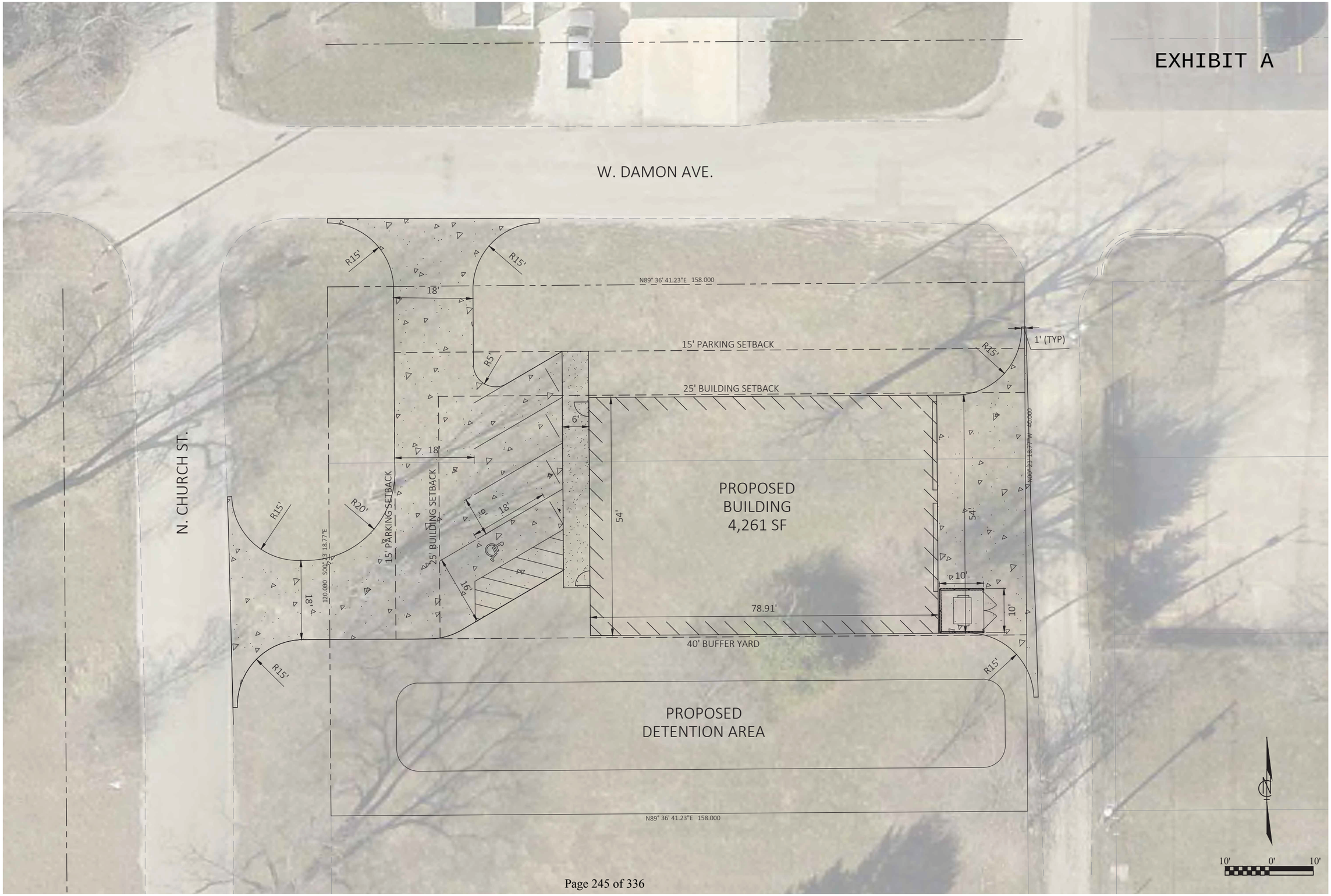
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____

KIM ALTHOFF, CITY CLERK

EXHIBIT A



BY	DATE	REVISION/ISSUED

PROJECT NO.	XXXX
FIELD BOOK NO.	XXX
START DATE	JANUARY 28, 2021
DRAWN BY	JNO
CHECKED BY	N/A
C&A REF. NO.	
PWC REF. NO.	
FILE LOCATION	I:/Land Development/

CHASTAIN & ASSOCIATES LLC
CONSULTING ENGINEERS
DECATUR (217) 422-8544
SCHAUMBURG (773) 714-0050
ROCKFORD (815) 489-0050
184-001397

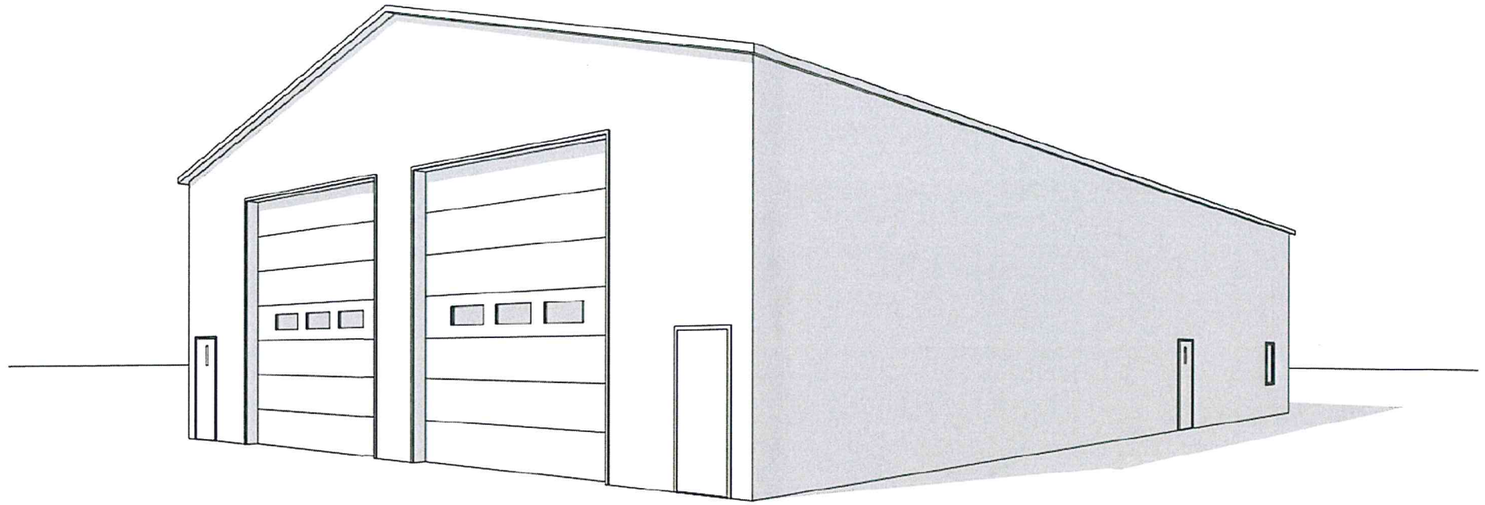
CONCEPT 4

DMH YARD MAINTENANCE BUILDING
2698 N. CHURCH ST.
DECATUR, IL

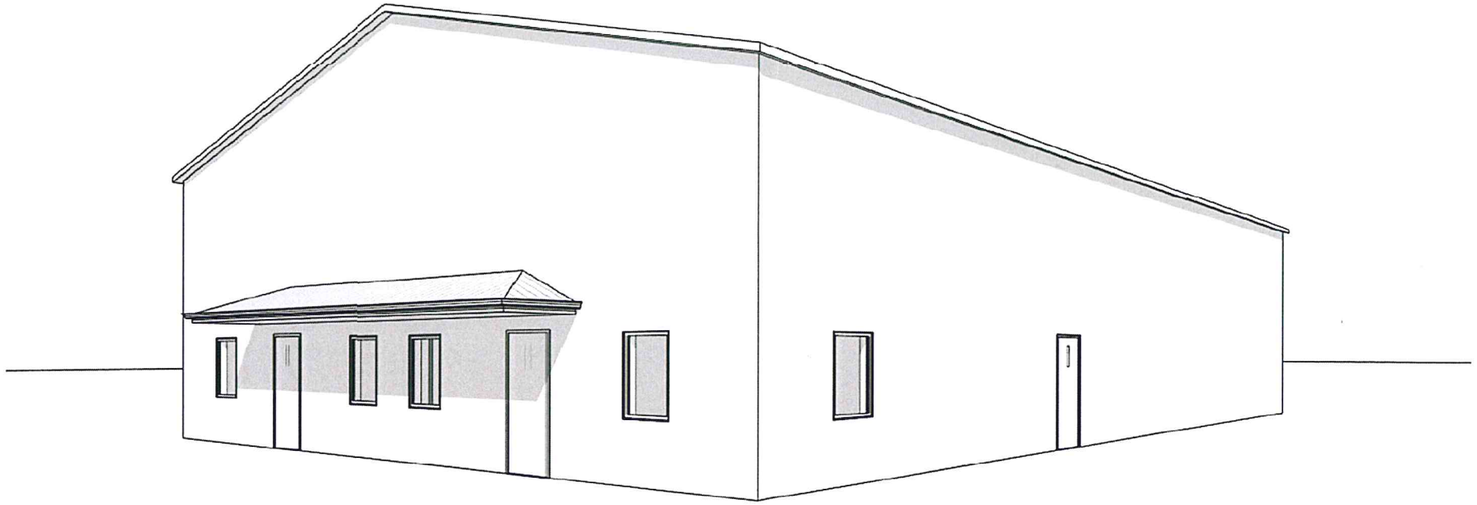
sheet no.
C-X

project no.
XXXX

EXHIBIT A



2 NORTHEAST PERSPECTIVE



1 SOUTHWEST PERSPECTIVE

ARCHITECTURAL EXPRESSIONS LLP
ARCHITECTS · ENGINEERS

OPTION 4a PERSPECTIVES
YARD MAINTENANCE BUILDING

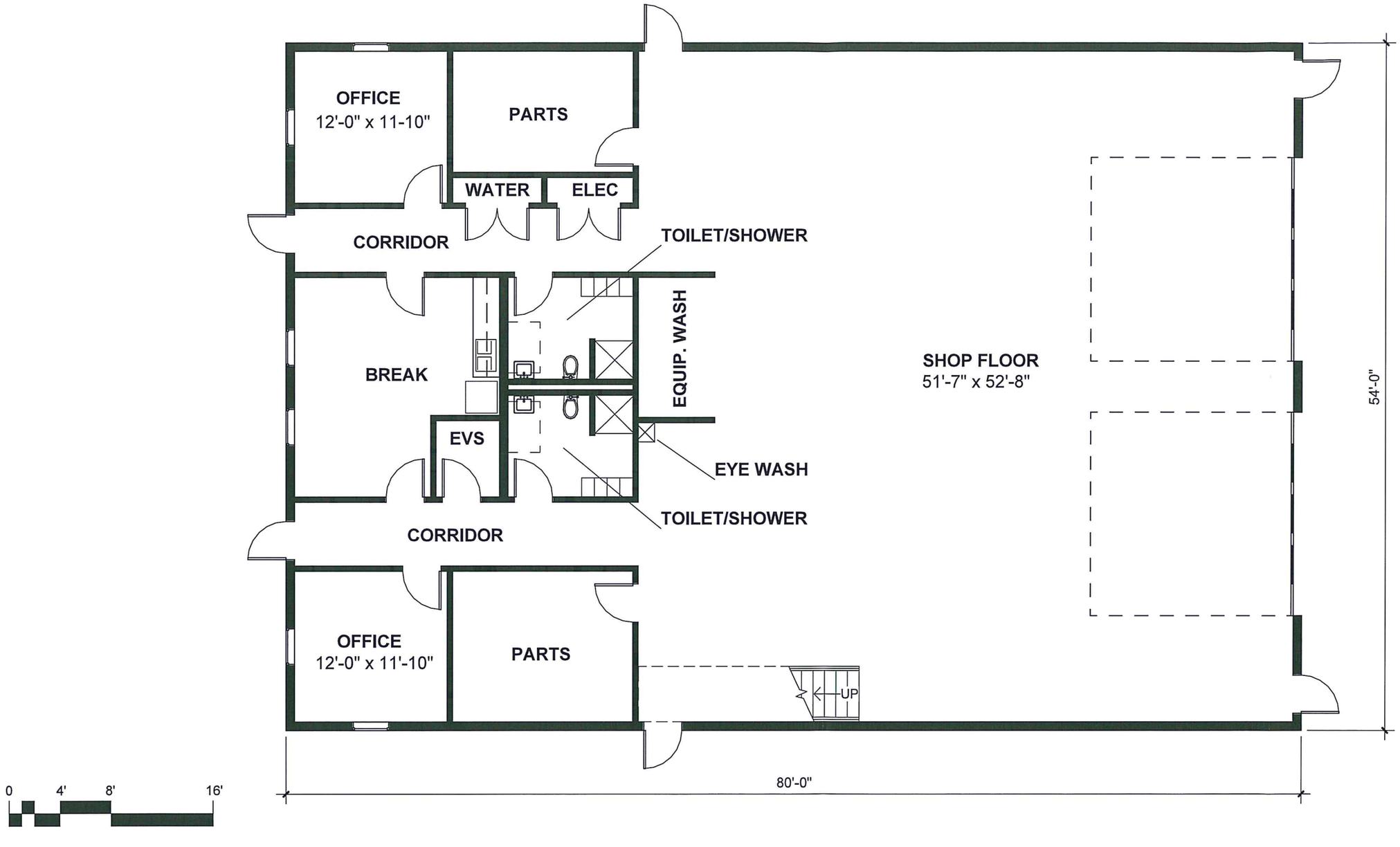
6306 | PRELIMINARY

PP5

EXHIBIT A

PRINTED SCALE IS ACCURATE ONLY IF SHEET SIZE IS 11 X 17 COPYRIGHT © BY ARCHITECTURAL EXPRESSIONS, LLP

EXHIBIT A



PROPOSAL PLAN - OPTION 4a
YARD MAINTENANCE BUILDING

6306 | PRELIMINARY

ARCHITECTURAL EXPRESSIONS LLP
ARCHITECTS · ENGINEERS

PP4

PRINTED SCALE IS ACCURATE ONLY IF SHEET SIZE IS 11 X 17 COPYRIGHT © BY ARCHITECTURAL EXPRESSIONS, LLP

City of Decatur, Illinois

PETITION FOR REZONING

Petition before the Mayor, City Council and Members of the Plan Commission of Decatur, Illinois

Economic and Urban Development Department
One Gary K. Anderson Plaza — 424-2793
Decatur, Illinois 62523-1196 — FAX 424-2728

Please Type

SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION					
Petitioner	Decatur Memorial Hospital, Wayne Longwill				
Address	2300 N Edward Street				
City	Decatur	State	Illinois	Zip	62526
Telephone	217-867-8121	Fax		E-mail	Longwill.Wayne@mhsil.
Property Owner	Decatur Memorial Health Foundation, Julie Bilbrey				
Address	2300 N Edward Street				
City	Decatur	State	Illinois	Zip	62526
Telephone	217-867-2146	Fax		E-mail	Bilbrey.Julie@mhsil.con
Representative	Chastain & Associates LLC, Stephanie Brown, AICP				
Address	5 N Country Club Road				
City	Decatur	State	Illinois	Zip	62521
Telephone	217-422-8544	Fax		E-mail	sbrown@chastainengin

SECTION TWO: SITE INFORMATION						
Street Address	2692, 2696, and 2698 N Church Street					
Legal Description	PYTHIAN HOME ADD OF O L, LTS 18, 19, and 20 of BLK 5 16N, 2E, S03					
Present Zoning	☐ R-1	☐ R-2	☑ R-3	☐ R-5	☐ R-6	Is this property a Planned Unit Development?
	☐ B-1	☑ B-2	☐ B-3	☐ B-4	☐ O-1	☐ YES Approval Date: _____
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		☑ NO
Please list all improvements on the site:	Construction of a 4,300 square foot maintenance/office building an ancillary use to the					
Size of Tract	.044 ☐ SF ☑ AC					

SECTION THREE: REQUESTED ACTION						
Rezone Property To:	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Will this property be a Planned Unit Development?
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	☐ YES
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		☑ NO
Other:	Located in I-OL Institutional Overlay District					

Section Three Continued	
Purpose	*Please state the purpose of the proposed rezoning.*

The subject properties are located in the I-OL Institutional Overlay District and therefore required to be reviewed and approved by the Decatur Plan Commission and the Decatur City Council.

SECTION FOUR: JUSTIFICATION

The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached):

Decatur Memorial Hospital is in need of a nearby facility for their grounds maintenance crew and associated equipment. The proposed structure is ancillary to the daily function of the Hospital as it will serve as the headquarters to the maintenance crew who will meticulously work to maintain and improve the institution's campus grounds. The structure, approximately 4,300 feet in area, is designed to have two (2) offices, two (2) parts storage areas, two (2) ADA compliant bathrooms, a break room and two (2) garage bays. Additionally, the site will host four (4) parking spaces which include one (1) ADA space, detention areas for runoff, a screened refuse area accessed off the alley, and a buffer yard to the south protect the existing residential uses. Landscaping will be provided. The proposed layout meets all the requirements of the Zoning Ordinance, including the I-OL District and no variances are being requested with this petition.

SECTION FIVE: CERTIFICATION

	To be placed on the agenda of the regular meeting on the first Thursday of the month at 3:00 PM in the City Council Chambers, petition must be received on the first Thursday of the preceding month. Failure of the petitioner or the petitioner's representative to attend the Plan Commission hearing may result in items being tabled. Incomplete or erroneous petitions may delay items being heard by the Plan Commission.		
Petitioner's Signature	(ON BEHALF OF OWNER)	**Date**	03.03.2021

NOTES:

1. Please forward this completed form and attachments to the Economic and Urban Development Department, Third Floor, Decatur Civic Center. Please make checks payable to the City of Decatur. See Schedule "A" for fees.
2. Signature of this petition grants permission to City staff to place a sign, indicating a request for zoning action, on the subject property at least 10 days prior to the Decatur City Plan Commission hearing. Said sign will be removed within 15 days of final action by City Council.
3. In the event a petition for rezoning is denied by the Council, another petition for a change to the same district shall not be filed within a period of one year from the date of denial, except upon the initiation of the City Council or the City Plan Commission after showing a change of circumstances which would warrant a renewal.
4. All petitions before the Decatur City Plan Commission are reviewed through the Development Technical Review (DTR) Process. Please consult the DTR Brochure for information related to this process.

Rev. 2 - 4/01

OFFICE USE ONLY	
Date Filed	
By	

STAFF REPORT
Decatur City Plan Commission

Hearing Date	April 1, 2021
Case No.	21-02
Property Location	2692, 2696, and 2698 North Church Street
Request	Approve Development Plan for the construction of a maintenance/office building as an ancillary use to Decatur Memorial Hospital located at 2692, 2696 and 2698 North Church Street within the I-OL Institutional Overlay District.
Petitioner	Decatur Memorial Hospital (DMH)
Representative	Chastain & Associates LLC

BACKGROUND
The subject petition requests to approve the 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.

Surrounding Land Use and Zoning

Direction	*Existing Land Use*	*Zoning*	*Comprehensive Plan*
Subject Property	Vacant, Undeveloped	R-3, B-2, I-OL	Residential – Low Density
North	Single Family Residence	R-3	Residential – Low Density
South	Single Family Residence	R-3, I-OL	Residential – Low Density
East	Vacant, Undeveloped	B-2	Heavy Commercial
West	Health Care: Cancer Care Center	R-3, I-OL	Institutional

PROJECT DESCRIPTION
Decatur Memorial Hospital is in need of a nearby facility for their ground's maintenance crew and associated equipment. The proposed structure is ancillary to the daily function of the Hospital as it will serve as the headquarters to the maintenance crew who will meticulously work to maintain and improve the institution's campus grounds.

The structure, approximately 4,300 feet in area, is designed to have two (2) offices, two (2) parts storage areas, two (2) ADA compliant bathrooms, a break room and two (2) garage bays. Additionally, the site will host four (4) parking spaces which include one (1) ADA space, detention areas for runoff, a screened refuse area accessed off the alley, and a buffer yard to the south to protect the existing residential uses. Landscaping will be provided. The proposed layout meets all the requirements of the Zoning Ordinance, including the I-OL District and no variances are being requested with this petition.

STAFF ANALYSIS
The intent of the I-OL Institutional Overlay District is to provide standards for regional and community-wide institutions that serve the general good of the public, such as hospitals, colleges and universities. The I-OL District is designed to meet the special needs of these uses while providing safeguards to the surrounding neighborhoods.

All development within the I-OL District shall be reviewed by the Plan Commission and approved by the City Council, unless all of the following conditions apply:

1. The property to be developed is at lease one-half (1/2) acre for parcels contiguous to the developed institutional campus; allow the property to be developed if it is at least one (1) acre in size and within the Overlay District boundaries.
2. The property is within the Overlay District boundary and is a natural expansion of the campus.
3. None of the property under development is contiguous to a one- or two-family property on more than two sides of said one- or two-family property.

Since the Development Plan is unable to meet all of the above standards it must be reviewed by Plan Commission and approved by City Council. Staff believes the Development Plan to be a logical expansion of the DMH Campus.

STAFF RECOMMENDATION

Staff recommends approval of the Development Plan Review with the following condition:

1. Final site, landscaping and lighting plans shall be submitted to and approved by the Community Development Department, Public Works Department and the Fire Department prior to building permits being released.

PLAN COMMISSION ACTION

Section XXI. requires the Plan Commission to hold a public hearing in order to review the Development Plan request, and then forward its report and recommendation to the City Council for a final decision. A motion to forward Case 21-02 to City Council by the Plan Commission with a recommendation is warranted.

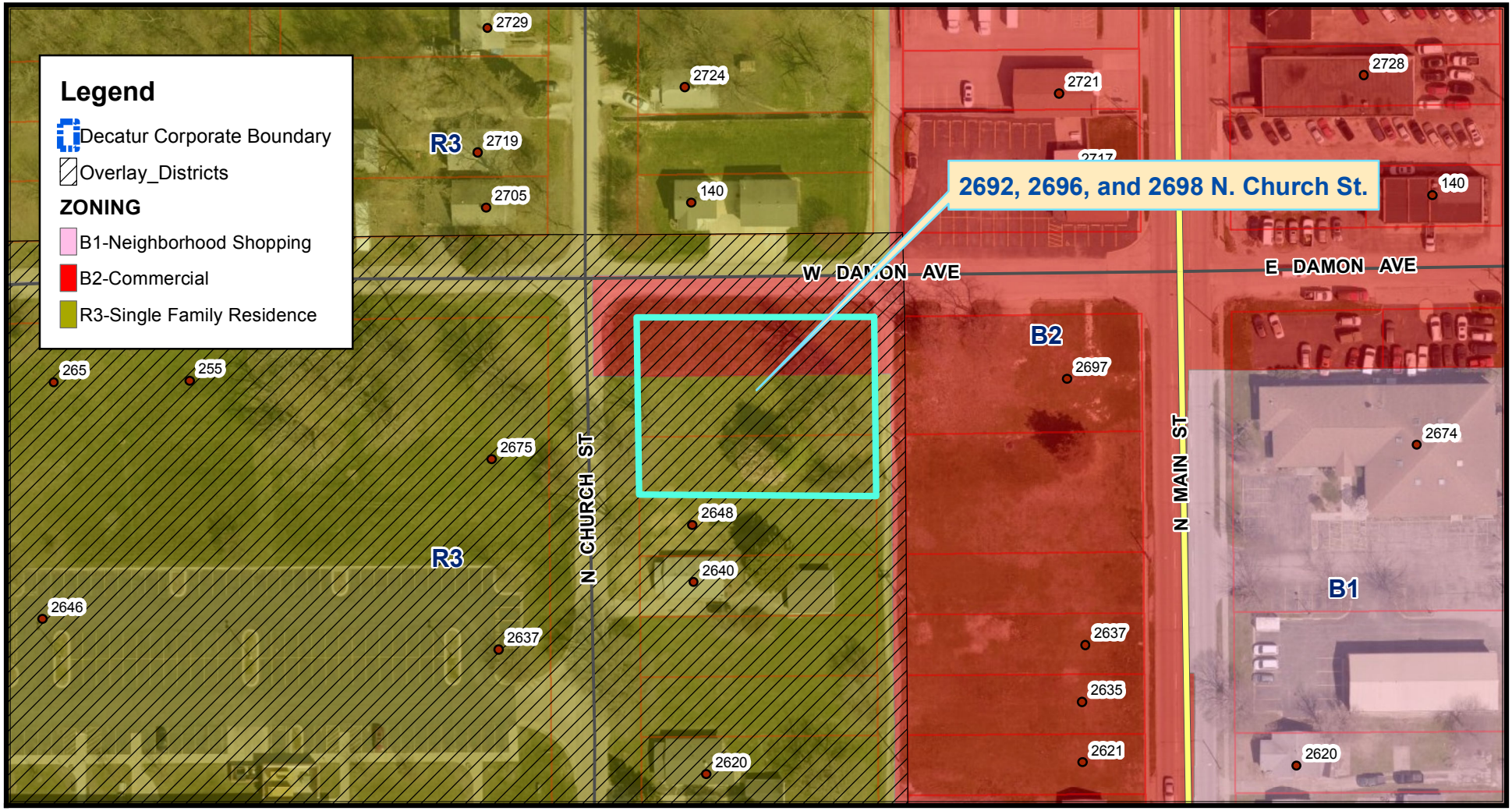
This report constitutes the testimony and recommendation of the Planning and Sustainability Division, Economic and Community Development Department, City of Decatur.

Joselyn Stewart
Planner

ATTACHMENTS

1. Petition
2. Site Plan
3. Location & Zoning Map

Decatur City Plan Commission
2692, 2696, and 2698 N. Church St



Case No:	21-02
Date:	April 1, 2021
Petition of:	Decatur Memorial Hospital (DMH)
Requested Action:	Approve Development Plan for the construction of a maintenance/office building located within the I-OL Institutional Overlay District.

N
W E
S

1 inch = 100 feet

Excerpts from Plan Commission Meeting of April 1, 2021:

Case No. 21-02 Petition of DECATUR MEMORIAL HOSPITAL, to approve Development Plan for the construction of a maintenance/office building as an ancillary use to Decatur Memorial Hospital located at 2692, 2696 and 2698 North Church Street within the I-OL Institutional Overlay District

It was moved and seconded (Kline/Clevenger) to forward Case No. 21-02 to the City Council with a recommendation of approval as set forth in the staff report.

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 Plan Commission prior to the meeting (staff report is on file and is available for reviewing by request) with the following condition:

1. Final site, landscaping and lighting plans shall be submitted to and approved by the Community Development Department, Public Works Department and the Fire Department prior to building permits being released.

Mrs. Stephanie Brown, representative for the petitioner, was sworn in by Ms. Reynolds.

Mrs. Brown stated she had nothing to add to the presentation and was here to answer any questions.

Discussion amongst the Plan Commission members and City Staff followed Mrs. Stewart's presentation including construction and contents of the proposed structure. Mr. Greg Crowe stated plans/permits for the building would go through Building Inspections and would have to meet all code requirements.

Mr. James Fouse, Architectural Expression, was sworn in by Ms. Reynolds.

Mr. Fouse explained the use and the construction of the proposed structure.

There were no objectors present.

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

DATE: 4/6/2021

MEMO: 2021-32

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 2353 West Ash Avenue

SUMMARY RECOMMENDATION:
Staff recommends that the following Ordinances annexing territories be approved.

1. 2353 West Ash Avenue
2. 4159 Doneta Avenue
3. 3435 Ferris Drive
4. 1732 Heritage Drive
5. 4230 Needle Road
6. 4340 Needle Road
7. 2111 Solar Avenue
8. 2181 Solar Avenue
9. 1517 North Sunnyside Road
10. 2296 North Sunnyside Road

BACKGROUND: The subject properties are being annexed due to a water service agreement.

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 2353 West Ash Avenue	Ordinance

ORDINANCE NO. _____

ORDINANCE ANNEXING TERRITORY
2353 WEST ASH AVENUE

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

LOT THREE (3) OF PINEWICK ACRES AS PER PLAT RECORDED IN BOOK 1575 PAGE 9 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 07-07-29-426-003

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 19th day of April 2021.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

RESIDENTIAL - OCCUPIED

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

   Todd M. Eades

   Melba L. Eades

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2353 West Ash Avenue, and legally described as follows:

   LOT THREE (3) OF PINEWICK ACRES AS PER PLAT RECORDED IN BOOK 1575 PAGE 9 OF THE RECORDS OF THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN #_07-07-29-426-003_

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

SIGNATURE	PRINTED NAME	STREET ADDRESS, CITY, STATE
~~Melba L Eades~~	Melba L. Eades	2353 West Ash Ave.
Melba L. Eades		Decatur, IL. 62526
Todd M Eades	Todd M Eades	2353 W. Ash Ave
		Decatur IL 62526

Signed and sworn to before me this 22 day of February, 2021

Notary Public Luke Smith

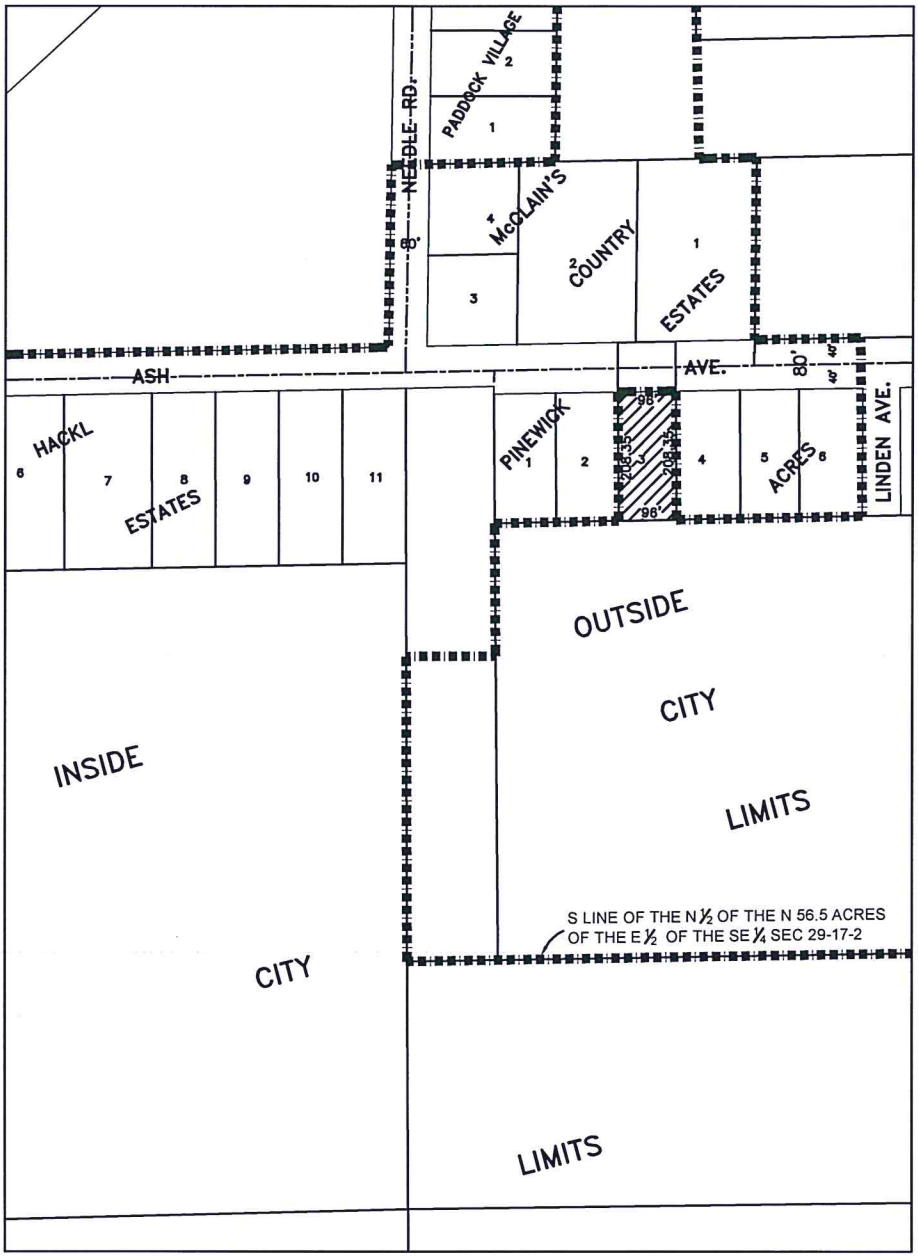
LUKE SMITH
MY COMMISSION # GG 318662
EXPIRES: April 2, 2023
Bonded Thru Notary Public Underwriters

KIRSTEN A. BORN
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires Aug 28, 2023

2/22/2021
Kirsten A. Born

(Rev. 12/2014)

K:\Common\CVCPW\Annexations\Forced Annexations\2020 Annexations\2020 Forced Annexations 30th List\2353 West Ash Avenue\2353 W Ash Ave Plat.dwg



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

2353 WEST ASH AVENUE

indicates territory annexed

indicates existing corporate limits

0.460± acres

AREA 0.0007± sq. miles

0 lin. ft. of public road

HICKORY POINT township

N.T.S.

MATTHEW C. NEWELL
062-048941
REGISTERED
PROFESSIONAL
ENGINEER
OF
ILLINOIS

4-6-21

CITY ENGINEER – DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062–048941
LICENSE EXPIRES NOV. 30, 2021

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

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

ORDINANCE NO: _____

DATE: _____

DATE: 4/7/2021

MEMO: 2020-32

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 4159 Doneta Avenue

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 4159 Doneta Avenue	Ordinance

ORDINANCE NO. _____

ORDINANCE ANNEXING TERRITORY
4159 DONETA AVENUE

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

LOT ELEVEN (11) OF COOPER'S 2ND SUBDIVISION IN THE COUNTY OF MACON, STATE OF ILLINOIS.

PIN# 07-07-28-302-004

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

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

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

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

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 19th day of April 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 represents as follows:

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

   DALE LUMB

   JEANETTE LUMB

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 4159 Doneta Avenue, and legally described as follows:

   LOT ELEVEN (11) OF COOPER'S 2ND SUBDIVISION IN THE COUNTY OF MACON, STATE OF ILLINOIS.

PIN #_07-07-28-302-004_

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

SIGNATURE	PRINTED NAME	STREET ADDRESS, CITY, STATE
Jeanette Lumb	Jeanette Lumb	4159 DONETA AVE DECATUR IL.
Dale Lumb	DALE LUMB	4159 DONETA AVE DECATUR IL

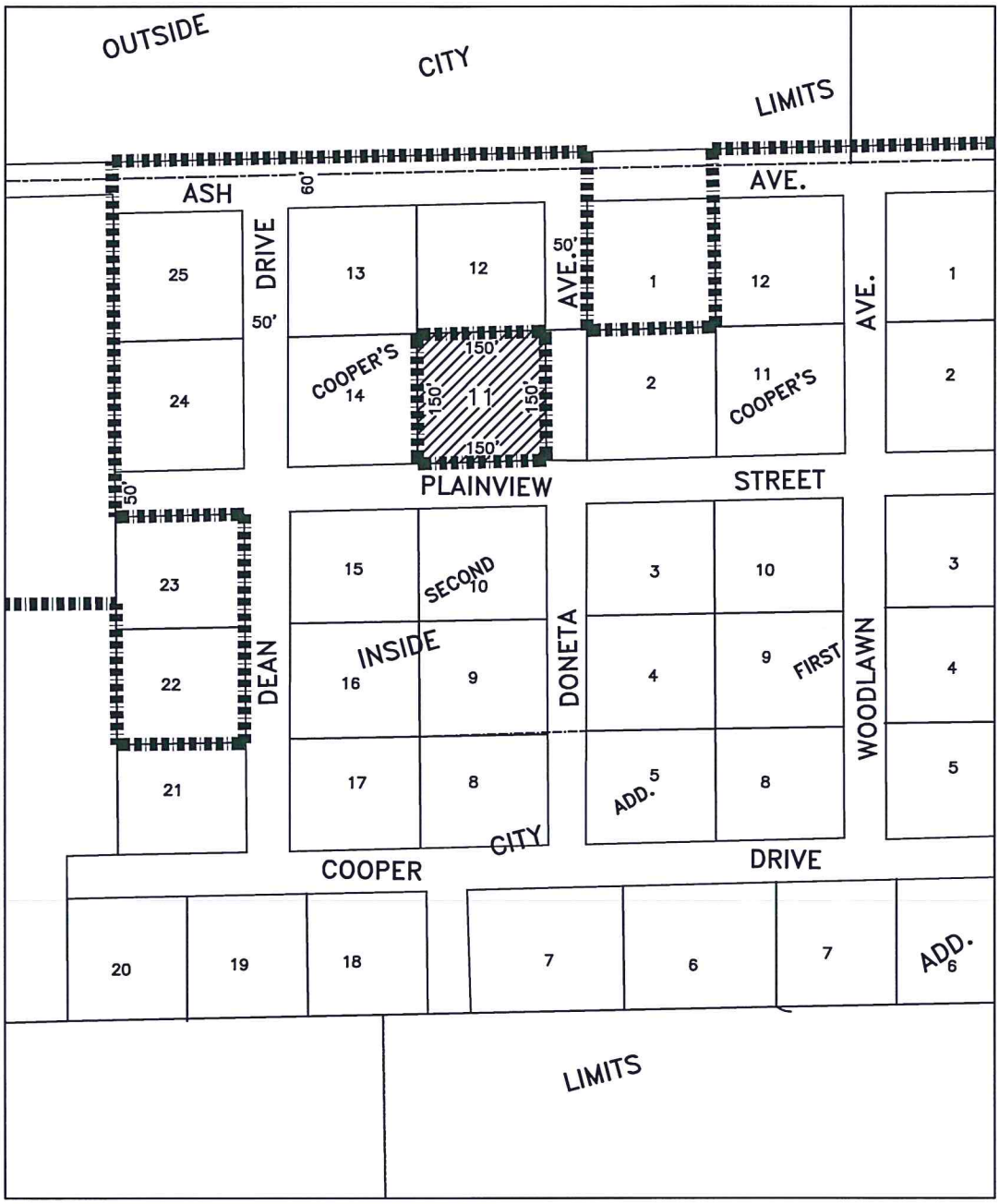
Signed and sworn to before me this 1st day of March, 2021

Notary Public

(Rev. 12/2014)

KIONIA TAYLOR
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires Sep 20, 2023

K:\Common\CVCPW\Annexations\Forced Annexations\2021 Annexations\2021 Forced Annexations 31st List\4159 Doneta Avenue\4159 Doneta Ave Plat.dwg



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

4159 DONETA AVENUE

indicates territory annexed

indicates existing corporate limits

0.517± acres

AREA 0.0008± sq. miles

0 lin. ft. of public road

HICKORY POINT township

N.T.S.

MATTHEW C. NEWELL
062-048941
REGISTERED
PROFESSIONAL
ENGINEER
OF
ILLINOIS

4-6-21

CITY ENGINEER – DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062–048941
LICENSE EXPIRES NOV. 30, 2021

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

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

ORDINANCE NO: _____

DATE: _____

DATE: 4/7/2021

MEMO: 2021-32

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 3435 Ferris Drive

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3435 Ferris Drive	Ordinance

ORDINANCE NO. _____

ORDINANCE ANNEXING TERRITORY
3435 FERRIS DRIVE

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

LOT THIRTY-FIVE (35) OF SOUTH HILLTOP SUBDIVISION, AS PER PLAT RECORDED IN BOOK 300, PAGE 212 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-33-302-010

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

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

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

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

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 19th day of April 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 represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.)
   Matthew J. Roberts
   Megan R. Roberts
6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3435 Ferris Drive, and legally described as follows:

   LOT THIRTY-FIVE (35) OF SOUTH HILLTOP SUBDIVISION, AS PER PLAT RECORDED IN BOOK 300, PAGE 212 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN #_17-12-33-302-010_

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

SIGNATURE	PRINTED NAME	STREET ADDRESS, CITY, STATE
Matthew J Roberts	Matthew J. Roberts	3435 Ferris Drive Decatur, IL
Megan R Roberts	Megan R. Roberts	3435 Ferris Drive, Decatur, IL

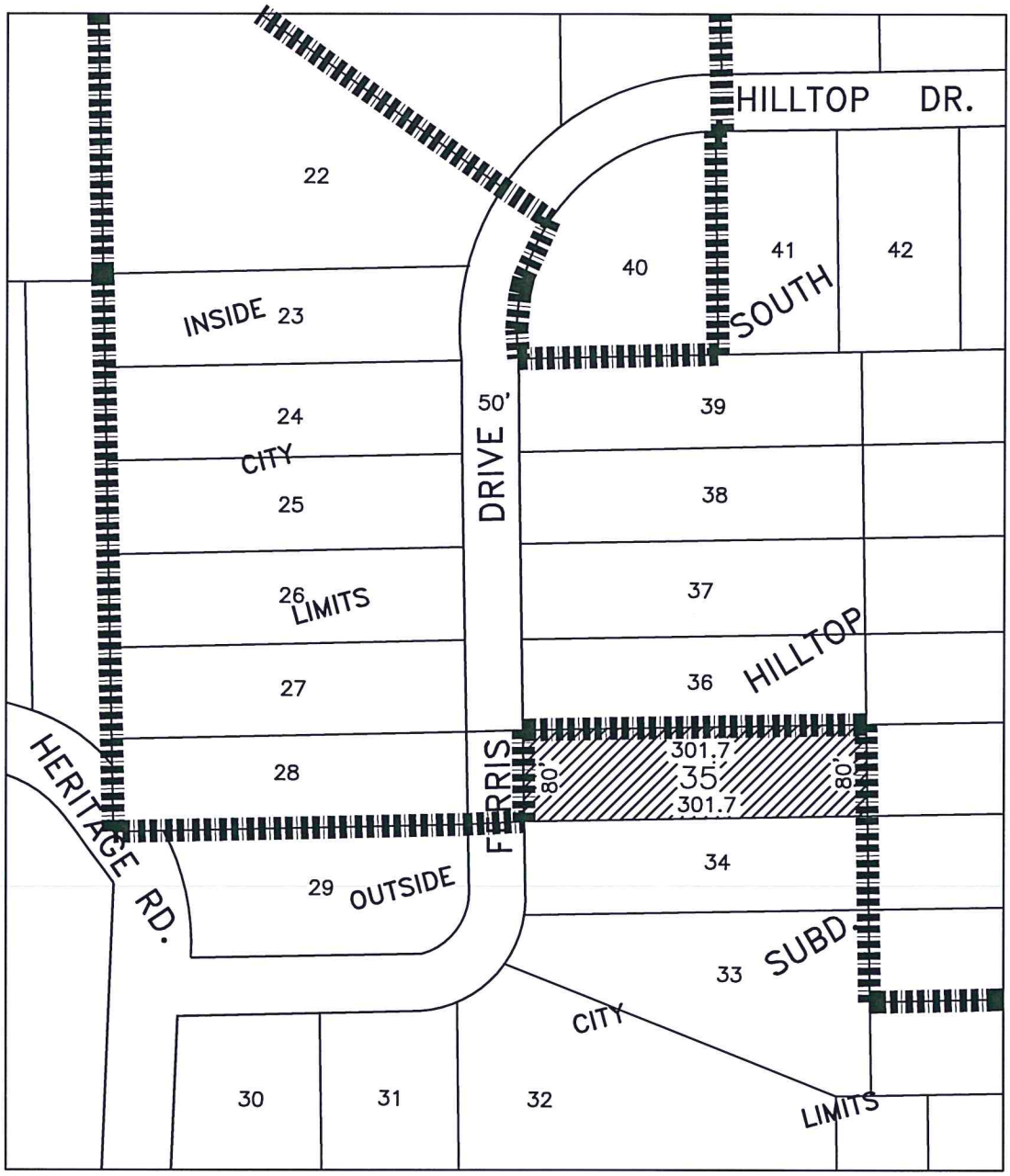
Signed and sworn to before me this 10th day of March, 2021

Kirsten A. Born
Notary Public

(Rev. 12/2014)

KIRSTEN A. BORN
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires Aug 28, 2023

K:\Common\CVCPW\Annexations\Forced Annexations\2021 Annexations\2021 Forced Annexations 31st List\3435 Ferris Drive\3435 Ferris Dr Plat.dwg



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

3435 FERRIS DRIVE

indicates territory annexed

indicates existing corporate limits

0.554± acres

AREA 0.0008± sq. miles

0 lin. ft. of public road

SOUTH WHEATLAND township

N.T.S.

MATTHEW C. NEWELL 062-048941 REGISTERED PROFESSIONAL ENGINEER OF ILLINOIS

4-6-21

CITY ENGINEER – DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062–048941
LICENSE EXPIRES NOV. 30, 2021

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.

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

DATE: _____

DATE: 4/7/2021

MEMO: 2021-32

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 1732 Heritage Drive

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 1732 Heritage Drive	Ordinance

ORDINANCE NO. _____

ORDINANCE ANNEXING TERRITORY
1732 HERITAGE DRIVE

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

LOT ONE (1) OF SOUTH HILLTOP SUBDIVISION, AS PER PLAT RECORDED IN BOOK 300, PAGE 212 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-33-304-005

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

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

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

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

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 19th day of April 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 represents as follows:

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

   Douglas A Collier
   Brenda J Collier

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 1732 Heritage Drive and legally described as follows:

   LOT ONE (1) OF SOUTH HILLTOP SUBDIVISION, AS PER PLAT RECORDED IN BOOK 300, PAGE 212 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN #_17-12-33-304-005_

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

SIGNATURE	PRINTED NAME	STREET ADDRESS, CITY, STATE
Douglas A Collier	Douglas A Collier	1732 Heritage Dr. Decatur IL
Brenda J Collier	Brenda J Collier	1732 Heritage Dr Dec. IL

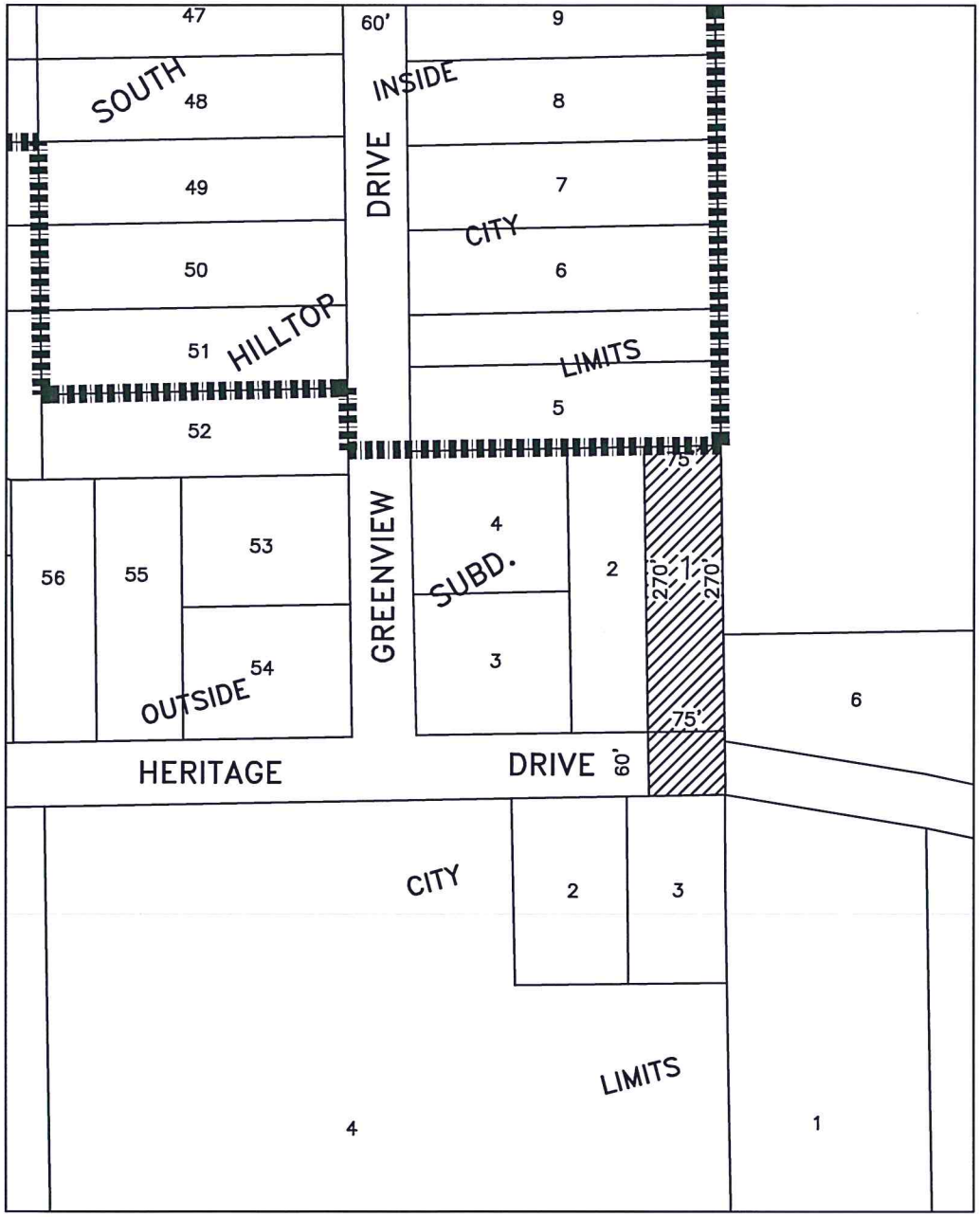
Signed and sworn to before me this 6th day of January, 20 20

Notary Public

OFFICIAL SEAL
TERI L GOTTS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:07/11/21

(Rev. 12/2014)

K:\Common\CVCPW\Annexations\Forced Annexations\2020 Annexations\2020 Forced Annexations 30th List\1732 Heritage Drive\1732 Heritage Dr Plat.dwg



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

1732 HERITAGE DRIVE

indicates territory annexed

indicates existing corporate limits

0.465± acres

AREA 0.0007± sq. miles

75± lin. ft. of public road

SOUTH WHEATLAND township

N.T.S.

MATTHEW C. KEMPER
062-048941
REGISTERED
PROFESSIONAL
ENGINEER
OF
ILLINOIS

4-6-21

CITY ENGINEER – DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062–048941
LICENSE EXPIRES NOV. 30, 2021

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

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

ORDINANCE NO: _____

DATE: _____

DATE: 4/7/2021

MEMO: 2021-32

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 4230 Needle Road

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 4230 Needle Road	Ordinance

ORDINANCE NO. _____

ORDINANCE ANNEXING TERRITORY
4230 NEEDLE ROAD

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 Thomas J. Gregg and Amanda M. Gregg, requesting that there be annexed to the City territory described as:

LOT 1 IN PADDOCK VILLAGE AS PER PLAT RECORDED IN BOOK 1575, PAGE 71 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 07-07-29-276-011

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

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

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

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

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 19th day of April 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 represents as follows:

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

   Thomas J. Gregg & Amanda M. Gregg

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 4230 Needle Road, and legally described as follows:

   LOT 1 IN PADDOCK VILLAGE AS PER PLAT RECORDED IN BOOK 1575, PAGE 71 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN #_07-07-29-276-011_

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

SIGNATURE	PRINTED NAME	STREET ADDRESS, CITY, STATE
Thomas J. Gregg	Thomas J. Gregg	4230 Needle Rd, Decatur, I
Amanda Gregg	Amanda Gregg	4230 Needle Rd, Decatur,

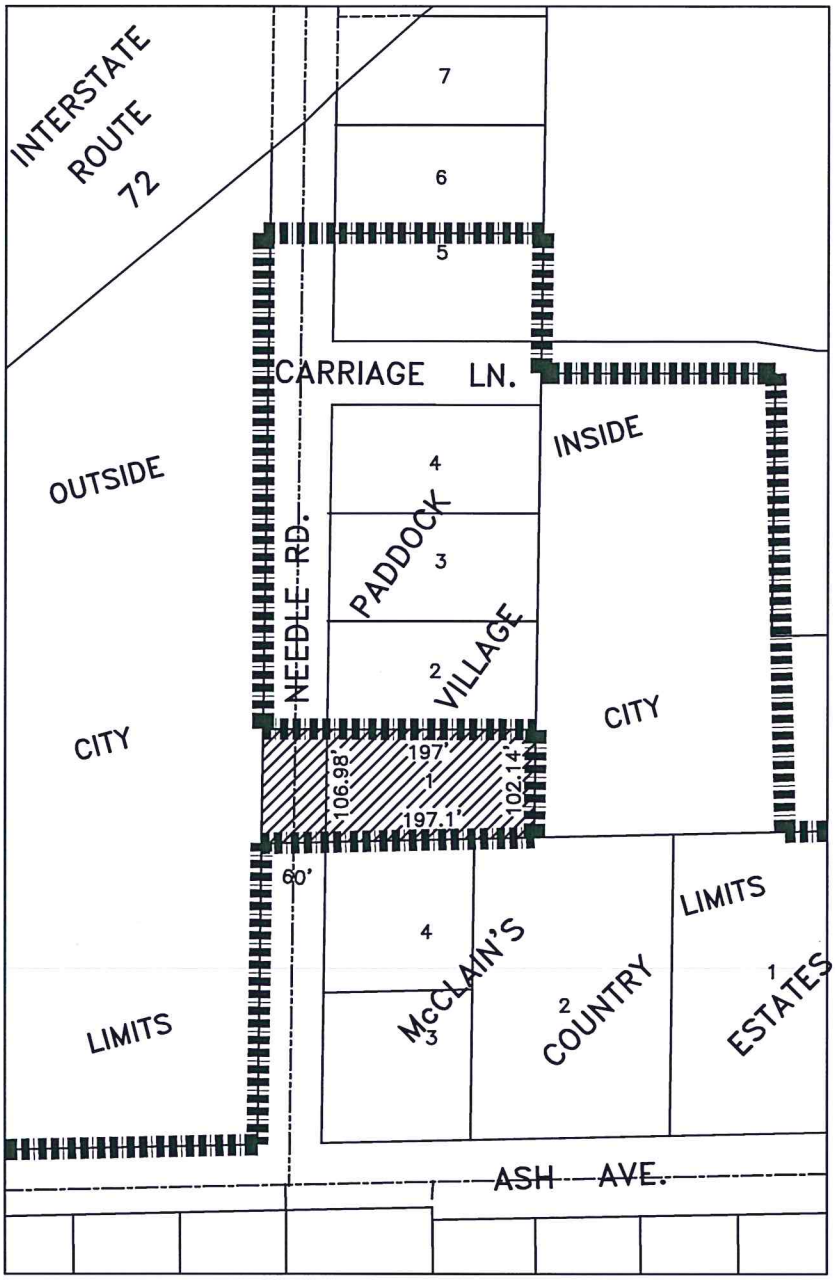
Signed and sworn to before me this 2nd day of February, 2021

KALEIGH BARTLETT
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
December 03, 2022

Kaleigh Bartlett
Notary Public

(Rev. 12/2014)

K:\Common\CVCPW\Annexations\Forced Annexations\2020 Annexations\2020 Forced Annexations 30th List\4230 Needle Road\4230 Needle Rd Plat.dwg



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

4230 NEEDLE ROAD

indicates territory annexed

indicates existing corporate limits

0.473± acres

AREA 0.0007± sq. miles

107± lin. ft. of public road

HICKORY POINT township

N.T.S.

MATTHEW G. MENGEL 062-048941 REGISTERED PROFESSIONAL ENGINEER OF ILLINOIS

4-6-21

CITY ENGINEER – DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062–048941
LICENSE EXPIRES NOV. 30, 2021

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

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

ORDINANCE NO: _____

DATE: _____

DATE: 4/7/2021

MEMO: 2021-32

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 4340 Needle Road

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 4340 Needle Road	Ordinance

ORDINANCE NO. _____

ORDINANCE ANNEXING TERRITORY
4340 NEEDLE ROAD

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 Sandra K. Dunlevy, Harold J. Dunlevy and Amanda Russell, requesting that there be annexed to the City territory described as:

LOT SIX (6) OF PADDOCK VILLAGE, AS PER PLAT RECORDED IN BOOK 1575, PAGE 71 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 07-07-29-276-006

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

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

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

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

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 19th day of April 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 represents as follows:

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

Sandra K. Dunlevy Harold J. Dunlevy
Amanda Russell

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 4340 Needle Road, and legally described as follows:

LOT SIX (6) OF PADDOCK VILLAGE, AS PER PLAT RECORDED IN BOOK 1575, PAGE 71 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN # 07-07-29-276-006

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

SIGNATURE	PRINTED NAME	STREET ADDRESS, CITY, STATE
Sandra K. Dunlevy	SANDRA K. DUNLEVY	4340 Needle Rd. Decatur, IL 6252
Harold J. Dunlevy	Harold J. Dunlevy	4340 Needle Rd. Decatur, IL 62526
Amanda Russell	Amanda Russell	4340 Needle Rd. Decatur, IL 6252

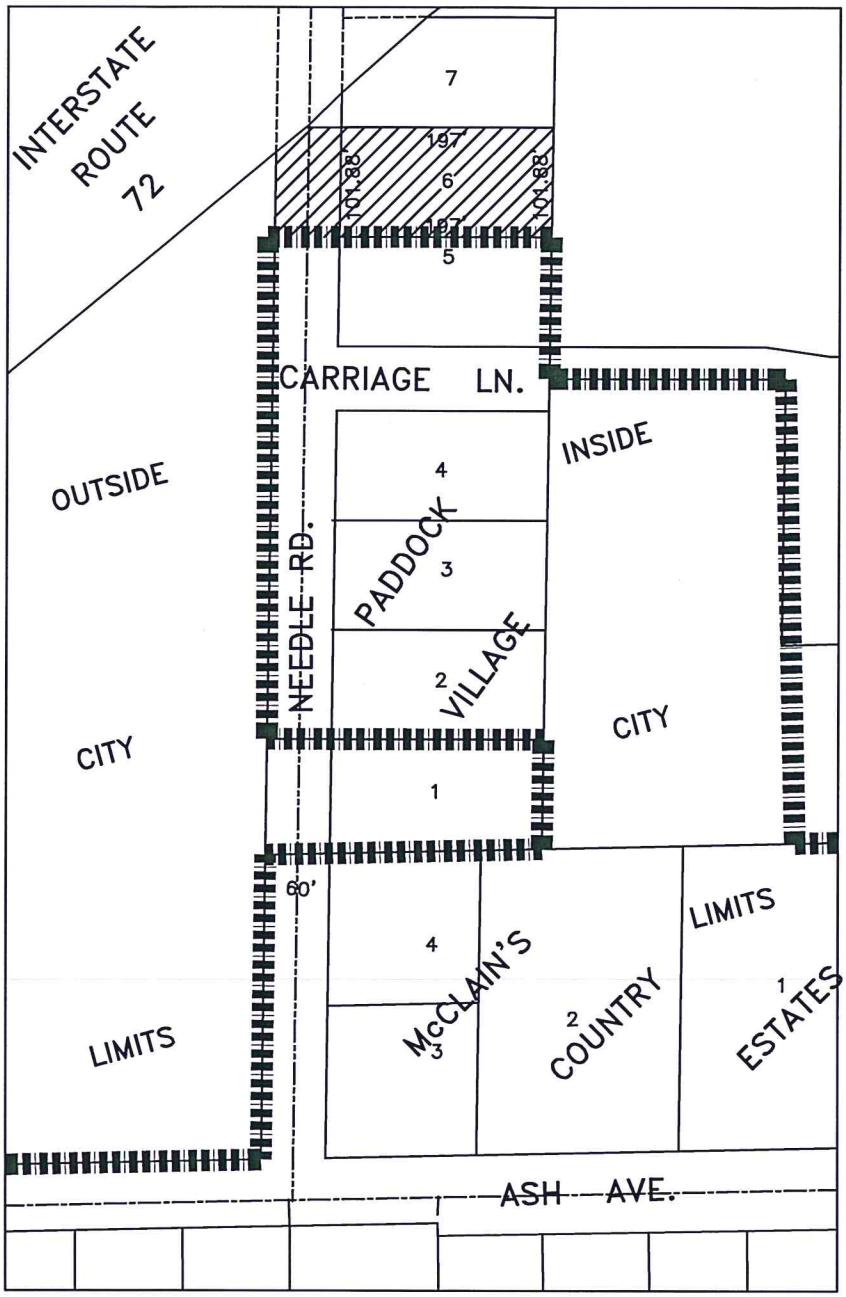
Signed and sworn to before me this 4 day of Febuary, 2021

Brenda L Deal
Notary Public

(Rev. 12/2014)

"OFFICIAL SEAL"
BRENDA L. DEAL
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-08-2021

K:\Common\CVCPW\Annexations\Forced Annexations\2020 Annexations\2020 Forced Annexations 30th List\4340 Needle Road\4340 Needle Rd Plat.dwg



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

4340 NEEDLE ROAD

indicates territory annexed

indicates existing corporate limits

0.461± acres

AREA 0.0007± sq. miles

107± lin. ft. of public road

HICKORY POINT township

N.T.S.

MATTHEW C. MENGEL 062-048941 REGISTERED PROFESSIONAL ENGINEER OF ILLINOIS

4-6-21

CITY ENGINEER – DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062–048941
LICENSE EXPIRES NOV. 30, 2021

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.

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

DATE: _____

DATE: 4/7/2021

MEMO: 2021-32

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 2111 Solar Avenue

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2111 Solar Avenue	Ordinance

ORDINANCE NO. _____

ORDINANCE ANNEXING TERRITORY
2111 SOLAR AVENUE

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

LOT TWO (2) OF SOLAR HEIGHTS SUBDIVISION, AS PER PLAT RECORDED IN BOOK 1575, PAGE 245 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 07-07-33-351-002

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 19th day of April 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 represents as follows:

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

DANNY R. HOULT

CHRISTINA D. HOULT

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2111 Solar Avenue, and legally described as follows:

LOT TWO (2) OF SOLAR HEIGHTS SUBDIVISION, AS PER PLAT RECORDED IN BOOK 1575, PAGE 245 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN #_07-07-33-351-002_

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

SIGNATURE	PRINTED NAME	STREET ADDRESS, CITY, STATE
Danny R Hoult	DANNY R. HOULT	2111 Solar Ave
Christina D Hoult	Christina D Hoult	2111 Solar Ave

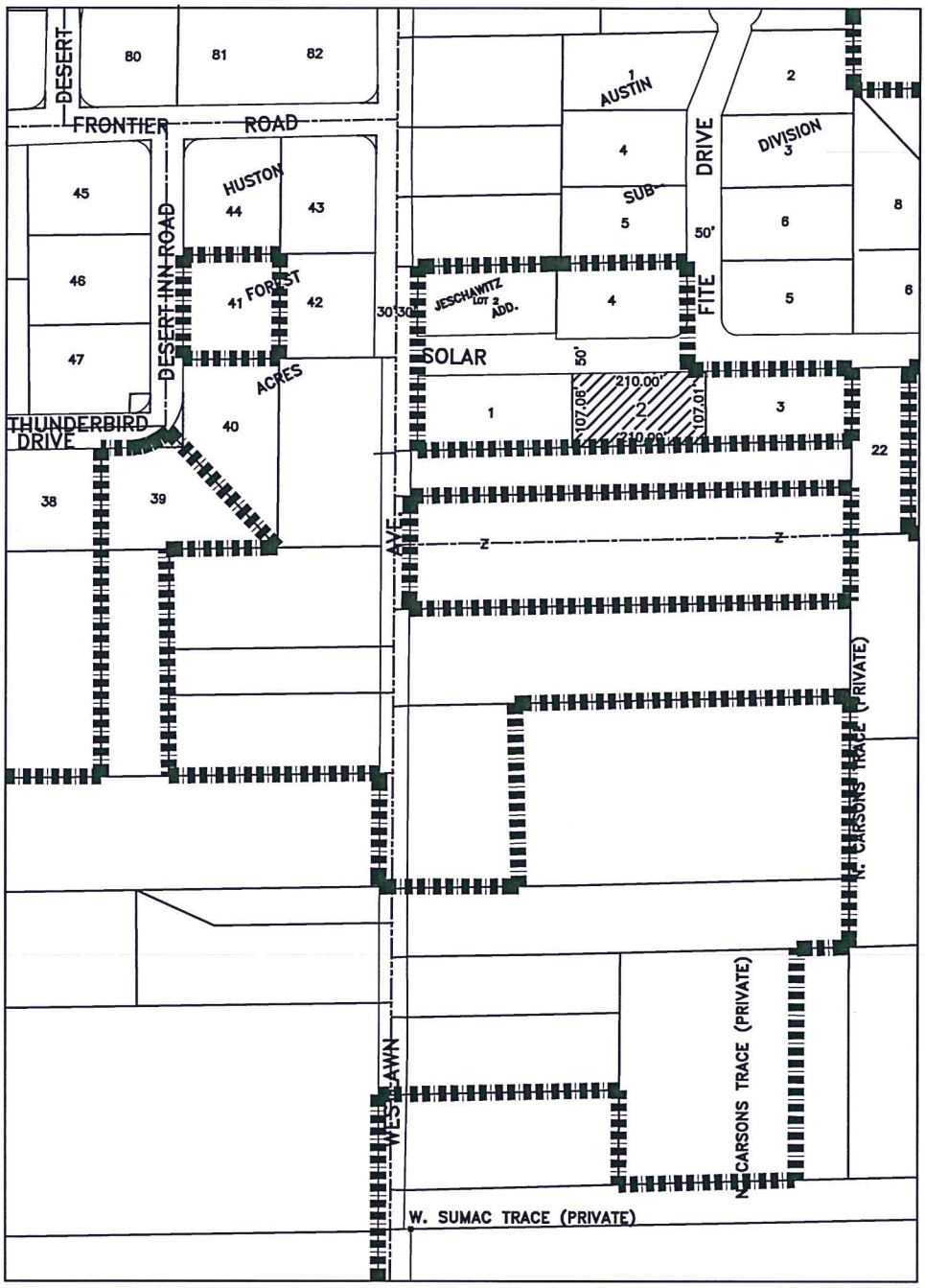
Signed and sworn to before me this 13th day of January, 2021

Tara R Bachstein
Notary Public

(Rev. 12/2014)

TARA R. BACHSTEIN
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires May 12, 2023

K:\Common\CVCPW\Annexations\Forced Annexations\2021 Annexations\Voluntary\2111 Solar Avenue\2111 Solar Ave Plat.dwg



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

2111 SOLAR AVENUE

indicates territory annexed

indicates existing corporate limits

0.516± acres

AREA 0.0008± sq. miles

0 lin. ft. of public road

HICKORY POINT township

N.T.S.

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.

MATTHEW C. MENGEL
062-048941
REGISTERED
PROFESSIONAL
ENGINEER
OF
ILLINOIS

4-6-21

CITY ENGINEER – DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062–048941
LICENSE EXPIRES NOV. 30, 2021

ORDINANCE NO: _____

DATE: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

DATE: 4/7/2021

MEMO: 2021-32

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 2181 Solar Avenue

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2181 Solar Avenue	Ordinance

ORDINANCE NO. _____

ORDINANCE ANNEXING TERRITORY
2181 SOLAR AVENUE

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

LOT ONE (1) OF SOLAR HEIGHTS, AS PER PLAT RECORDED IN BOOK 1575, PAGE 245 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 07-07-33-351-001

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 19th day of April 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 represents as follows:

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

   JAMES A. STALKER

   CATHERINE C. STALKER

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2181 Solar Avenue, and legally described as follows:

   LOT ONE (1) OF SOLAR HEIGHTS, AS PER PLAT RECORDED IN BOOK 1575, PAGE 245 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN #_07-07-33-351-001_

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

SIGNATURE	PRINTED NAME	STREET ADDRESS, CITY, STATE
James A. Stalker	JAMES A. STALKER	2181 SOLAR AVE, DECATUR ILL.
Catherine C. Stalker	CATHERINE C. STALKER	

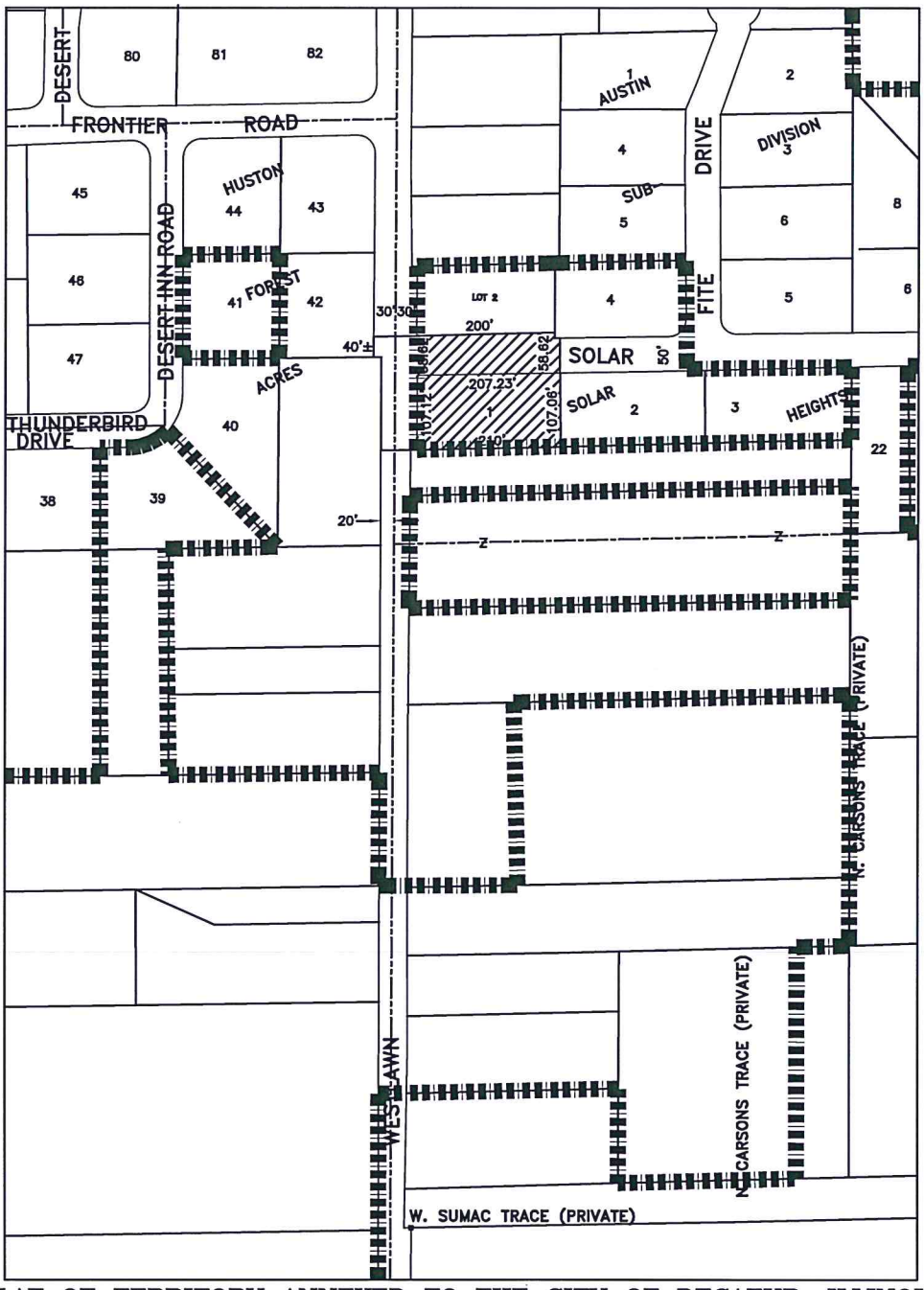
Signed and sworn to before me this 29th day of January, 2021

Tara R Bachstein
Notary Public

TARA R. BACHSTEIN
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires May 12, 2023

(Rev. 12/2014)

K:\Common\CVCPW\Annexations\Forced Annexations\2021 Annexations\2021 Forced Annexations 31st List\2181 Solar Avenue\2181 Solar Ave Plat.dwg



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

2181 SOLAR AVENUE

indicates territory annexed

indicates existing corporate limits

0.512± acres

AREA 0.0008± sq. miles

200± lin. ft. of public road

HICKORY POINT township

N.T.S.

MATTHEW C. MENGE
062-048941
REGISTERED
PROFESSIONAL
ENGINEER
OF
ILLINOIS

4-6-21

CITY ENGINEER – DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062–048941
LICENSE EXPIRES NOV. 30, 2021

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.

ORDINANCE NO: _____

DATE: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

DATE: 4/7/2021

MEMO: 2021-32

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 1517 North Sunnyside Road

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 1517 North Sunnyside Road	Ordinance

ORDINANCE NO. _____

ORDINANCE ANNEXING TERRITORY
1517 NORTH SUNNYSIDE ROAD

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 Michael and Teresa Stewart, requesting that there be annexed to the City territory described as:

PARCEL I: LOT ELEVEN (11) OF SUNNY SIDE HEIGHTS FIRST ADDITION, AS PER PLAT RECORDED IN BOOK 982, PAGE 72 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PARCEL II: LOT FIFTEEN (15) OF THE RESURVEY OF LOTS 8, 9, AND 10 OF WEST SUNNY SIDE HEIGHTS FIRST ADDITION, EXCEPT THE EAST 225 FEET OF SAID LOT 8, AS PER PLAT RECORDED IN BOOK 300, PAGE 327 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 04-12-07-255-001

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 19th day of April 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 represents as follows:

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

   Michael Stewart

   Teresa Stewart

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 1517 North Sunnyside Road, and legally described as follows:

   PARCEL I: LOT ELEVEN (11) OF SUNNY SIDE HEIGHTS FIRST ADDITION, AS PER PLAT RECORDED IN BOOK 982, PAGE 72 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

   PARCEL II: LOT FIFTEEN (15) OF THE RESURVEY OF LOTS 8, 9, AND 10 OF WEST SUNNY SIDE HEIGHTS FIRST ADDITION, EXCEPT THE EAST 225 FEET OF SAID LOT 8, AS PER PLAT RECORDED IN BOOK 300, PAGE 327 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN #_04-12-07-255-001_

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

SIGNATURE	PRINTED NAME	STREET ADDRESS, CITY, STATE
Michael Stewart	Michael Stewart	1517 N. Sunnyside Rd.
Teresa Stewart	Teresa Stewart	

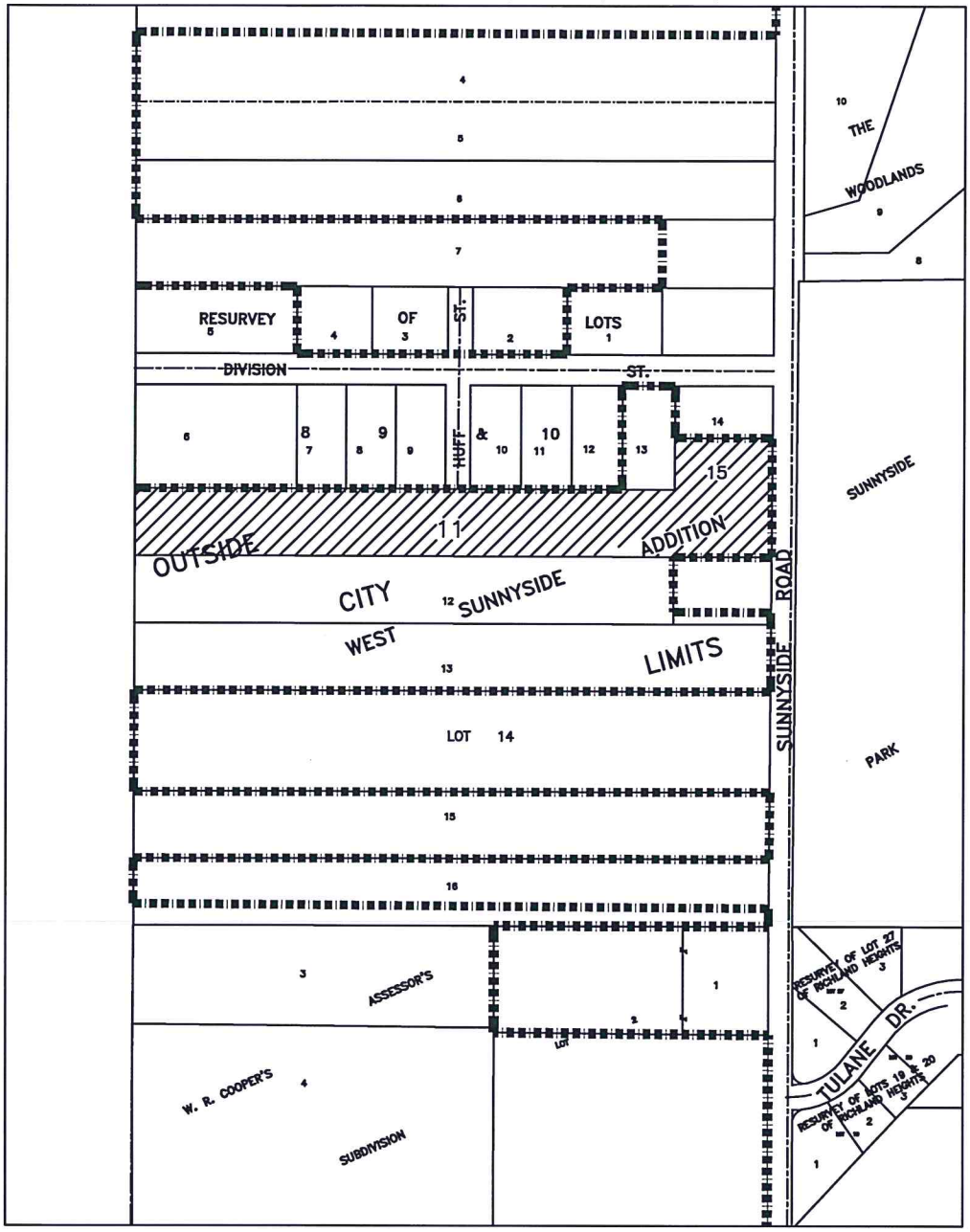
Signed and sworn to before me this 22nd day of January, 2021

Tara R Bachstein
Notary Public

(Rev. 12/2014)

TARA R. BACHSTEIN
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires May 12, 2023

K:\Common\CVCPW\Annexations\Forced Annexations\2021 Annexations\Voluntary\1517 North Sunnyside Road\1517 N Sunnyside Rd Plat.dwg



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

1517 N. Sunnyside Road

indicates territory annexed

indicates existing corporate limits

3.83± acres

AREA 0.0060± sq. miles

0 lin. ft. of public road

DECATUR township

N.T.S.

MATTHEW C. NEWELL
062-048941
REGISTERED
PROFESSIONAL
ENGINEER
OF
ILLINOIS

4-6-21

CITY ENGINEER, DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-048941
LICENSE EXPIRES NOV. 30, 2021

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.

ORDINANCE NO: _____

DATE: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

DATE: 4/7/2021

MEMO: 2021-32

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 2296 North Sunnyside Road

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2296 North Sunnyside Road	Ordinance

ORDINANCE NO. _____

ORDINANCE ANNEXING TERRITORY
2296 NORTH SUNNYSIDE ROAD

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 David J. Gifford, Anita Gifford and Kimberly Ann Hall requesting that there be annexed to the City territory described as:

THE WEST 140 FEET OF THE NORTH 150 FEET OF LOT TWELVE (12) OF VIRGINIA SECOND ADDITION, AS PER PLAT RECORDED IN BOOK 802, PAGE 119 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 04-12-06-427-001

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 19th day of April 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 represents as follows:

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

   Kimberly A Hall

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2296 North Sunnyside Road, and legally described as follows:

   THE WEST 140 FEET OF THE NORTH 150 FEET OF LOT TWELVE (12) OF VIRGINIA SECOND ADDITION, AS PER PLAT RECORDED IN BOOK 802, PAGE 119 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN #_04-12-06-427-001_

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

SIGNATURE	PRINTED NAME	STREET ADDRESS, CITY, STATE
Kimberly Ann Hall	Kimberly Ann Hall	2296 N. Sunnyside Rd. Decatur, Illinois 62526

Signed and sworn to before me this 11th day of February, 20 21

Darcy E Morr
Notary Public

(Rev. 12/2014)

OFFICIAL SEAL
DARCY E MORR
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:05/10/22

RESIDENTIAL - OCCUPIED

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
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   KIM A. HALL

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PIN #_04-12-06-427-001_

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

SIGNATURE	PRINTED NAME	STREET ADDRESS, CITY, STATE
	DAVID J. GIFFORD	3906 CATHERINE ST. DECATUR IL 62526
	Anita Gifford	3906 Catherine St. Decatur IL 625

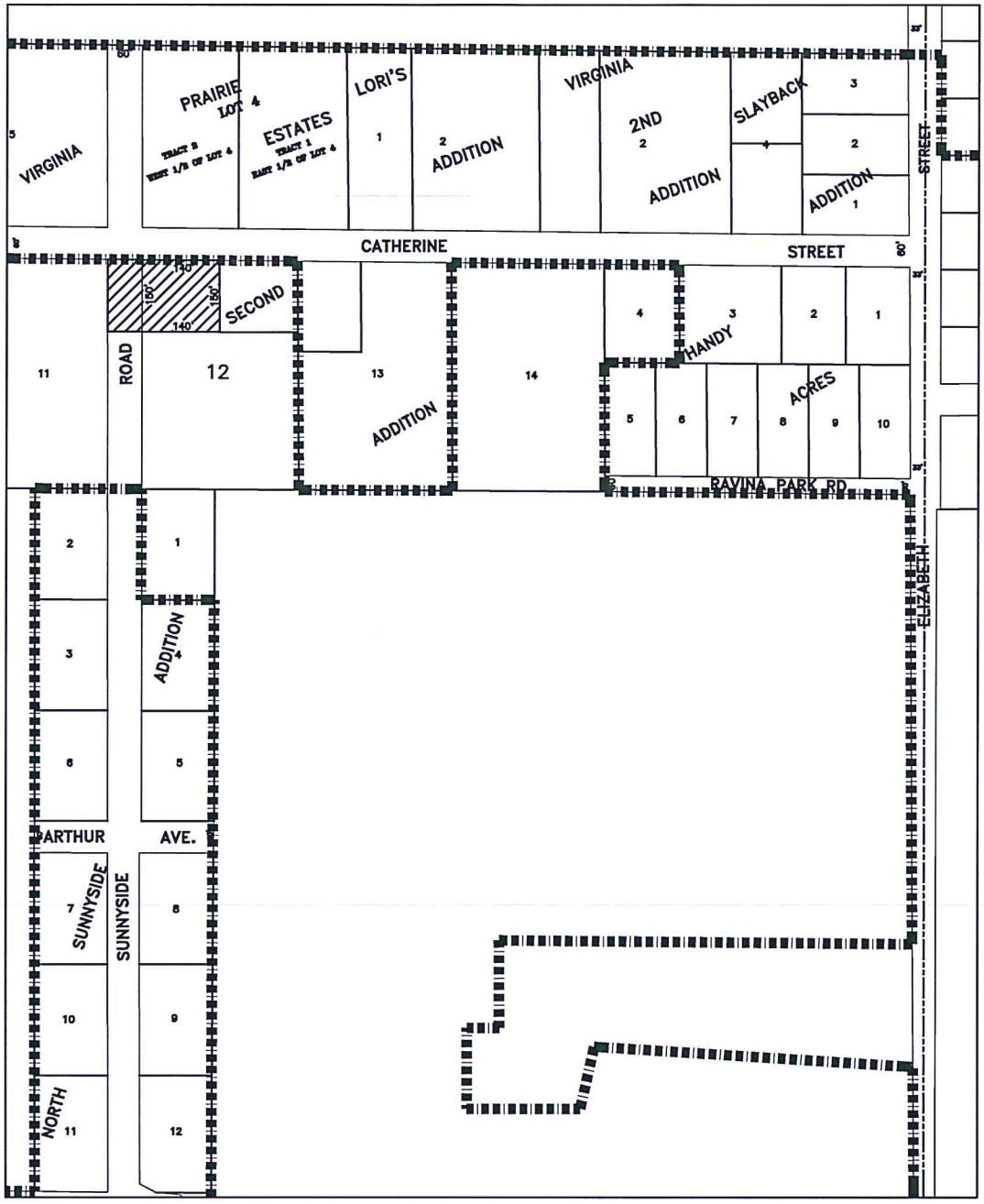
Signed and sworn to before me this 28th day of January, 20 21

Notary Public

(Rev. 12/2014)

OFFICIAL SEAL
KIMBERLY A BRETZ
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/02/23

K:\Common\CVCPW\Annexations\Forced Annexations\2020 Annexations\2020 Forced Annexations 30th List\2296 North Sunnyside Road\2296 N Sunnyside Rd Plat.dwg



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

2296 NORTH SUNNYSIDE ROAD

indicates territory annexed

indicates existing corporate limits

0.482± acres

AREA 0.0008± sq. miles

150± lin. ft. of public road

DECATUR township

N.T.S.

MATTHEW C. MOYER
062-048941
REGISTERED
PROFESSIONAL
ENGINEER
OF
ILLINOIS

4-6-21

CITY ENGINEER – DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062–048941
LICENSE EXPIRES NOV. 30, 2021

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

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

ORDINANCE NO: _____

DATE: _____

SUBJECT: Resolution Authorizing Real Estate Purchase Agreement 680 South Martin Luther King Jr. Drive City of Decatur, Illinois

ATTACHMENTS:

Description	Type
Council Memo	Cover Memo
Resolution with Agreement	Resolution Letter

COMMUNITY DEVELOPMENT MEMORANDUM
No. 21-16

April 12, 2021

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl "Pat" Patrick, Community Development Director
Greg Crowe, Planning and Development Manager

SUBJECT: Resolution Authorizing Real Estate Purchase in the John's Hill Revitalization Area

SUMMARY RECOMMENDATION: It is recommended that the city enter in to purchase agreement for 680 S Martin Luther King Jr Dr., which is part of the John's Hill Revitalization Area.

BACKGROUND: The City of Decatur has for the last few years been developing a strategy for a Neighborhood Revitalization effort throughout our community. With DPS61 investing in a new school for John's Hill, this made the John's Hill Area a very attractive place to enhance and revitalize. With the graciousness of the Howard G. Buffet Foundation, a grant for Phase I activity is now underway to demolish some structures which are too far gone to rehab and to acquire others which could possibly be rehabbed to spur growth and momentum in the John's Hill Area.

The property at 680 S MLK Jr. Dr. does not have an active code violation case nor is on our demolition list. However, the property owner has indicated that the property was broken into a few years ago and all the electrical wire and heating equipment were stolen making the property not feasible for rehabilitation. So, City staff feels demolition is the appropriate action for this property.

PRIOR COUNCIL ACTION: City Council approved a grant agreement with the Howard G Buffett Foundation for Phase 1 Johns Hill Revitalization including voluntary property acquisitions at the April 6, 2020 meeting.

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Any additional questions may be forwarded to Greg Crowe (gcrowe@decaturil.gov).

BUDGET/TIME IMPLICATIONS: Total acquisition cost for the property is $700. The property is beyond repair and slated for demolition which would be completed later this year. The property acquisition, recording and demolition expenses are being funded by the John's Hill Phase I Howard G. Buffett Foundation grant.

RESOLUTION NO. R2021-_____

RESOLUTION AUTHORIZING REAL ESTATE PURCHASE AGREEMENT
680 SOUTH MARTIN LUTHER KING JR. DRIVE
-CITY OF DECATUR, ILLINOIS-

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

Section 1. That the Real Estate Purchase Agreements presented to the Council herewith, between MARVIN JOYNER 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 Agreements on behalf of the City.

PRESENTED AND ADOPTED this _____day of _____, 2021.

_____
JULIE MOORE WOLFE
MAYOR

ATTEST:

_____
KIM ALTHOFF
CITY CLERK

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT ("Agreement") is entered into by and between the City of Decatur, Illinois, an Illinois municipal corporation ("City") and Marvin Joyner dated April 8, 2021, ("Seller").

RECITALS

A. The City is a municipal corporation as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1, et. seq.

B. The City is a home rule unit under Article VII Section 6(a) of the Illinois Constitution (IL Const. 1970, Art. VII, Sec. 6(a)).

C. The City Code of the City of Decatur provides in Chapter 33 that the City may purchase property as the Council authorizes or approves.

D. The Seller desires to transfer to City the property set forth in this Agreement.

E. The City desires to purchase from the Seller the property set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements hereinafter set forth, and for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are incorporated herein as fully stated as a part of this Agreement.
2. Subject to the terms and conditions of this Agreement, the Seller shall transfer the following described premises ("Property") to the City: (legal description)

Lot Three (3) of the subdivision of Lot Seven (7) in Subdivision of East Half of the Southwest Quarter of Section 14, Township 16 North, Range 2 East of the 3rd P.M., as per Plat recorded in Book 149 on Page 475 of the Records in the Recorder's Office of Macon County, Illinois.

Commonly known as 680 S. Martin Luther King Jr. Dr. situated in Macon County, Illinois.

3. City shall pay to the Seller the sum of 700.00 ($) for purchase of the above described property, said monies to be paid to Seller at time of settlement in the form of a City check. City and Seller agree that settlement shall

occur no later than Ninety (90) days from the date of this Agreement at which time the City shall be entitled to possession.

4. The purchase price includes all existing improvements on the property (if any) and appurtenances, fixtures and equipment (which Seller guarantees to own free and clear). To avoid any misunderstanding, the parties are urged to list as "included" or "excluded" any items which may be subject to question. Furthermore, the following items, if present on the property at the time of the City's offer and not excluded below, are included in this sale.

   The following items are included: _____

   _____

   The following items are excluded: All items in house shall be removed from the premises, including but not limited to appliances, furniture, clothes, debris, trash, etc.

   _____

5. The Seller shall not provide title insurance; however, City may obtain title insurance on its own discretion and at its own cost.
6. At settlement, the Seller shall deliver to the City a warranty deed to the Property in such form and together with such documentation as shall be required for recording said deed. City agrees to pay for transfer tax stamps, the cost of recording with the Recorder of Deeds any of the documents necessary to complete the transfer of ownership and any other additional documents required.
7. Seller shall be responsible for all Real Estate Taxes accruing subsequent to Settlement date.
8. All notices, demands and requests that are required or allowed to be given by either party shall be in writing and shall be personally delivered or sent by certified mail, postage prepaid, to the address as set forth below or to such other address as either party may subsequently designate in writing:

CITY:

City Manager
City of Decatur
One Gary K. Anderson Plaza
Decatur, IL 62523

SELLER:

Marvin Joyner
621 Stella Dr
Decatur, IL 62526

9. City and Seller represent to each other that each has retained and relied or had the Opportunity to retain and rely on its own legal counsel, accountants and other professional advisers in connection with the negotiation, execution, and performance of this Agreement and its consequences, including, without limitation, tax consequences. City and Seller represent to each other that any such professional fees and expenses incurred in connection with this Agreement and its performance or in any other regard, shall be the sole obligation of that party, and each party shall pay its own expenses related to this Agreement and performance of its respective obligations hereunder.
10. Each signator to this Agreement warrants and represents that such signator is duly authorized to execute this Agreement on behalf of the party for who the Agreement is signed.
11. This Agreement is expressly contingent upon payment of the agreed purchase price by City to Seller.
12. This is an enforceable Agreement placing specific obligations on the City and the Seller. Either Party is entitled to all legal remedies available under law or equity, including suit for specific performance or damages.
13. Time shall be considered to be of the essence of this Agreement.
14. Seller is advised to review all easements, government regulations and restrictions before entering into this Agreement and to seek legal advice if assistance is required.
15. This Agreement contains the entire understanding of the parties hereto in respect of the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter there being

NO ORAL REPRESENTATIONS. Seller represents that Seller has been advised by City to consult an attorney prior to signing this Agreement and acknowledges that it has read and understands each and every part of this Agreement.

16. The warranties and agreements contained herein shall extend to and be obligated upon the heirs, executors, administrators, successors, and assigns of the parties hereto.
17. Seller acknowledges the City has inspected the property and is acquainted with the Condition thereof.
18. The following addendums and riders is/are attached hereto and made a part of this Contract:

☒ Disclosure of Information on Radon Hazards (required)
☒ Lead Based Paint Disclosure (required for homes built prior to 1978)
☒ Residential Real Property Disclosure Report (required)

19. At a prearranged time within two (2) business days, excluding Saturdays, Sundays and federal holidays, prior to date of settlement, the City shall have the right to inspect the premises and other property sold hereunder to determine that there has been no significant change in the condition of the property since the execution of this contract. If a significant change has occurred, the City may void the contract.

CITY OF DECATUR, ILLINOIS

By:_____

Mayor

Date:_____

SELLER

By: Marvin E. [illegible]

Date: 4/8/21

DISCLOSURE OF INFORMATION ON RADON HAZARDS
(For Residential Real Property Sales or Purchases)

Radon Warning Statement

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling showing elevated levels of radon in the seller's possession.

The Illinois Emergency Management Agency (IEMA) strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator.

Seller's Disclosure (initial each of the following which applies):

ME (a)..... Elevated radon concentrations (above EPA or IEMA recommended Radon Action Level) are known to be present within the dwelling. (Explain) _____

ME (b)..... Seller has provided the purchaser with all available records and reports pertaining to elevated radon concentrations within the dwelling.

ME (c)..... Seller has no knowledge of elevated radon concentrations in the dwelling.

ME (d)..... Seller has no records or reports pertaining to elevated radon concentrations within the dwelling.

Purchaser's Acknowledgment (initial each of the following which applies)

(e)..... Purchaser has received copies of all information listed above.

(f)..... Purchaser has received the IEMA approved Radon Disclosure Pamphlet.

Agent's Acknowledgment (initial) (if applicable)

(g)..... Agent has informed the seller of the seller's obligations under Illinois law.

Certification of Accuracy

The following parties have reviewed the information above and each party certifies, to the best of his or her knowledge, that the information he or she provided is true and accurate.

Marvin E. [illegible] 4/8/21
Date

_____
Date

_____
Date

_____
Date

Agent: _____ Date _____

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

Lead Warning Statement: Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligent quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible paint hazards is recommended prior to purchase.

Seller's Disclosure

MC (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
s-initial

_____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

__X__ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

MC (b) Records and reports available to the seller (check one below):
s-initial

_____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

__X__ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment

_____(c) Purchaser has received copies of all information listed above.
p-initial

_____(d) Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.
p-initial

_____(e) Purchaser has (check one below):
p-initial

_____ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

___X__Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment

_____(f) Agent has informed the seller of the seller's obligation under 42 U.S.C. 4582(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and correct.

Marvin E. Jr 4/8/21
Date

_____
Date

_____
Date

_____
Date

RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT

NOTICE: THE PURPOSE OF THIS REPORT IS TO PROVIDE PROSPECTIVE BUYERS WITH INFORMATION ABOUT MATERIAL DEFECTS IN THE RESIDENTIAL REAL PROPERTY. THIS REPORT DOES NOT LIMIT THE PARTIES' RIGHT TO CONTRACT FOR THE SALE OF RESIDENTIAL REAL PROPERTY IN "AS IS" CONDITION. UNDER COMMON LAW, SELLERS WHO DISCLOSE MATERIAL DEFECTS MAY BE UNDER A CONTINUING OBLIGATION TO ADVISE THE PROSPECTIVE BUYERS ABOUT THE CONDITION OF THE RESIDENTIAL REAL PROPERTY EVEN AFTER THE REPORT IS DELIVERED TO THE PROSPECTIVE BUYER. COMPLETION OF THIS REPORT BY THE SELLER CREATES LEGAL OBLIGATIONS ON THE SELLER; THEREFORE THE SELLER MAY WISH TO CONSULT AN ATTORNEY PRIOR TO COMPLETION OF THIS REPORT.

Property Address: 630 S. Martin Luther king Jr Dr
Seller's Name(s): Marvin Joyner

This Report is a disclosure of certain conditions of the residential real property listed above in compliance with the Residential Real Property Disclosure Act.

This information is provided as of April (month) 8 (day) 2021 (year), and does not reflect any changes made or occurring after that date or information that becomes known to the seller after that date. The disclosures herein shall not be deemed warranties of any kind by the seller or any person representing any party in this transaction. In this form, "am aware" means to have actual notice or actual knowledge without any specific investigation or inquiry. In this form, a "material defect" means a condition that would have a substantial adverse effect on the value of the residential real property or that would significantly impair the health or safety of future occupants of the residential real property unless the seller reasonably believes that the condition has been corrected. The seller discloses the following information with the knowledge that even though the statements herein are not deemed to be warranties, prospective buyers may choose to rely on this information in deciding whether or not and on what terms to purchase the residential real property. The seller represents that to the best of his or her actual knowledge, the following statements have been accurately noted as "yes" (correct), "no" (incorrect), or "not applicable" to the property being sold. If the seller indicates that the response to any statement, except number 1, is yes or not applicable, the seller shall provide an explanation, in the additional information area of this form.

	YES	NO	N/A	
1.	.....	✓	.....	Seller has occupied the property within the last 12 months. (No explanation is needed.)
2.	.....	✓	.....	I am aware of flooding or recurring leakage problems in the crawl space or basement.
3.	.....	✓	.....	I am aware that the property is located in a flood plain or that I currently have flood hazard insurance on the property.
4.	.....	✓	.....	I am aware of material defects in the basement or foundation (including cracks and bulges).
5.	.....	✓	.....	I am aware of leaks or material defects in the roof, ceilings, or chimney.
6.	.....	✓	.....	I am aware of material defects in the walls or floors.
7.	.....	✓	.....	I am aware of material defects in the electrical system.
8.	.....	✓	.....	I am aware of material defects in the plumbing system (includes such things as water heater, sump pump, water treatment system, sprinkler system, and swimming pool).
9.	.....	✓	.....	I am aware of material defects in the well or well equipment.
10.	.....	✓	.....	I am aware of unsafe conditions in the drinking water.
11.	.....	✓	.....	I am aware of material defects in the heating, air conditioning, or ventilating systems.
12.	.....	✓	.....	I am aware of material defects in the fireplace or woodburning stove.
13.	.....	✓	.....	I am aware of material defects in the septic, sanitary sewer, or other disposal system.
14.	.....	✓	.....	I am aware of unsafe concentrations of radon on the premises.
15.	.....	✓	.....	I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises.

16.	.....	✓	I am aware of unsafe concentrations of or unsafe conditions relating to lead paint, lead water pipes, lead plumbing pipes or lead in the soil on the premises.
17.	.....	✓	I am aware of mine subsidence, underground pits, settlement, sliding, upheaval, or other earth stability defects on the premises.
18.	.....	✓	I am aware of current infestations of termites or other wood boring insects.
19.	.....	✓	I am aware of a structural defect caused by previous infestations of termites or other wood boring insects.
20.	.....	✓	I am aware of underground fuel storage tanks on the property.
21.	.....	✓	I am aware of boundary or lot line disputes.
22.	.....	✓	I have received notice of violation of local, state or federal laws or regulations relating to this property, which violation has not been corrected.
23.	.....	✓	I am aware this property has been used for the manufacture of methamphetamine as defined in Section 10 of the MCCPA.

Note: These disclosures are not intended to cover the common elements of a condominium, but only the actual residential real property including limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.

Note: These disclosures are intended to reflect the current condition of the premises and do not include previous problems, if any, that the seller reasonably believes have been corrected. If any of the above are marked "not applicable" or "yes", please explain here or use additional pages, if necessary:

_____

_____

_____

_____Check here if additional pages used: ____

Seller certifies that seller has prepared this statement and certifies that the information provided is based on the actual notice or actual knowledge of the seller without any specific investigation or inquiry on the part of the seller. The seller hereby authorizes any person representing any principal in this transaction to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

Seller: Marvin E [illegible] Date: 4/8/21

Seller: _____ Date: _____

THE PROSPECTIVE BUYER IS AWARE THAT THE PARTIES MAY CHOOSE TO NEGOTIATE AN AGREEMENT FOR THE SALE OF THE PROPERTY SUBJECT TO ANY OR ALL MATERIAL DEFECTS DISCLOSED IN THIS REPORT ("AS IS"). THIS DISCLOSURE IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PROSPECTIVE BUYER OR SELLER MAY WISH TO OBTAIN OR NEGOTIATE. THE FACT THAT THE SELLER IS NOT AWARE OF A PARTICULAR CONDITION OR PROBLEM IS NO GUARANTEE THAT IT DOES NOT EXIST. THE PROSPECTIVE BUYER IS AWARE THAT HE MAY REQUEST AN INSPECTION OF THE PREMISES PERFORMED BY A QUALIFIED PROFESSIONAL.

Buyer: _____ Date: _____

Buyer: _____ Date: _____

ATTACHMENTS:

Description	Type
Council Information - Lake Decatur Watershed Protection Program - 1st Quarter 2021 Report	Backup Material

TO: **Honorable Mayor, Julie Moore Wolfe**
FROM: Angela Daily, Watershed Specialist, Macon County SWCD
DATE: April 6, 2021
SUBJECT: 1st Quarter Report
PERIOD: January 1, 2021 – March 31, 2021

CITY OF DECATUR
LAKE DECATUR WATERSHED PROGRAM

Better Reflections through Soil Conservation

1st Quarter Report on the Lake Decatur Watershed Program
January 1, 2021 – March 31, 2021
Macon County SWCD

CC: Councilman Bill Faber
Councilman David Horn
Councilman Chuck Kuhle
Councilwoman Lisa Gregory
Councilman Pat McDaniel
Councilman Rodney Walker
Mr. Scot Wrighton, City Manager
Mr. Matt Newell, Public Works Director
Mr. Keith Alexander, Water Production Manager

Conservation Cost-Share Programs

Lake Decatur Watershed Program

This Lake Decatur Watershed Program (LDWP) provides up to $30,000 of funding to the SWCD to administer implementation of conservation practices that reduce soil erosion and sedimentation within the Lake Decatur Watershed. Applications for the program are taken year-round and then ranked each March to determine the cost effectiveness of the practice. This year, 6 projects were ranked and approved by the SWCD board for funding through the LDWP. The program offers 60% cost-share while landowners pay for the remaining 40% of the cost. Each project has been designed and construction can begin.

Township	Practice	Tons of Soil Saved/year	LBS of "P" Saved /year	LBS of "N" Saved /year
Monticello	Grassed Waterway w/ rock checks	7	7	15
Willow Branch	Terraces	2	2	4
Sangamon	Grassed Waterway	3	3	5
Willow Branch	Grassed Waterway	13	13	25
Oakley	Grassed Waterway	5	5	10
Whitmore	Grassed Waterway w/ WASCOB	85	85	70
TOTALS		115	115	129

District Cost Share

Funding for the Partners for Conservation Program (PFC) comes from the Illinois Department of Agriculture. The PFC program offers 60% cost share requiring landowners to pay for the remaining 40% of the cost of the project. This year, 4 projects were ranked and approved by the SWCD board for funding .

Township	Practice	Tons of Soil Saved/year	LBS of "P" Saved /year	LBS of "N" Saved /year
Friends Creek	Grassed Waterway(rebuild)	5	5	5
Friends Creek	Waterway	15	15	30
Maroa	Grassed Waterway	15	15	28
Monticello	Terraces	12	13	26
TOTALS		35	35	63

TOTAL IMPACT OF FY21 APPROVED BMP PRACTices

ACRES AFFECTED	TONS OF SOIL SAVED PER YEAR	POUNDS OF "P" SAVED PER YEAR	POUNDS OF "N" SAVED PER YEAR
100.88	**162**	**163**	**218**

Watershed Activities

The Macon County SWCD staff have been busy the last few months finalizing ranking information for the FY21 project season. This year 10 projects were ranked and funded with close to$100,000 in projects approved to be installed this year.

Saving Tomorrow's Agricultural Resources (STAR):
The SWCD entered into a license agreement with the Champaign County SWCD to offer the STAR Program within Macon County near the end of FY19 and continues to enroll new applicants. The STAR Program is a free tool to assist farm operators and land owners in evaluating their nutrient and soil loss management practices on individual fields by assigning points for each cropping, tillage, nutrient application and soil conservation activity used on that field. The total points are used in a scale to determine a rating of 1 to 5 stars for each individual field. Macon County SWCD has guided producer enrollment of 1,483.47 acres in the STAR Program for FY21.

Technical Assistance:
The Watershed Staff are available to answer soil and water concerns in the City of Decatur and the watershed. In the past quarter, staff received 7 requests for assistance pertaining to several different items many will develop into applications for cost assistance for 2022 funding.

Public Education Programs

Education is provided to the general public, including adults and children, on soil and water conservation issues, careers in conservation, stormwater management, and erosion and sediment control. SWCD staff and board members provide time and energy in these efforts. This year, the following education programs were hosted or participated in as educators:

Date	***Name of Event***	***Program Presented***	***People in Attendance***
1/27/20	Pipeline Safety	Pipeline Safety	16
February1-28, 2021	Contractors Workshop	Pipeline safety, JULIE, green infrastructure, IDOT hauling regulation updates	36
Total Reached in FY21			52
Education events which SWCD usually hosts or participates in have been cancelled, postponed or rescheduled due to COVID-19, HOWEVER we are excited to start getting back on track within person events! Lady Landowner meetings are currently scheduled to resume beginning in May. We will be participating in a virtual Ag in the Classroom (AGUCATION) this spring. Macon County SWCD will be participating in the Festival of Spring held at Rock Springs the end of April.			

MCSWCD watershed specialist has developed a partnership with UnderstandingAg to provide free webinars on a variety of topics to help provide online education/outreach opportunities during this unprecedented time. These are free webinars and are posted to the SWCD website and facebook page.

Aside from these educational programs, the SWCD staff serve in the following capacity to enhance educational outreach throughout the county and the watershed:

- Assist Macon County Lady Landowners by maintaining their membership list and assisting with meeting notification and presenting at meetings
- Participate in and perform secretarial duties for the Heart of the Sangamon River Ecosystem Partnership meetings
- Update and maintain the SWCD website and Facebook pages with information that is pertinent to the mission of the District as well as maconcleanwater.com which is the MS4 website.

Lake Decatur Watershed Management Plan

The Macon County SWCD is excited to work with Northwater Consulting to provide requested data. Macon County SWCD assists with tasks associated with watershed planning. In the upcoming edition of the Conservation Connection Newsletter an article with an update of the Watershed Management Plan will be included.

Closing Comments

The staff and Board of Directors of the District thank the City for its continued support of our conservation efforts within the Lake Decatur Watershed. We truly could not accomplish what we do without your support, both financial and institutional. We would like to invite members of the City Council to reach out to us at anytime. We also can arrange personal tours of our watershed projects. If you have any questions, please call us at 217-877-5670, extension 3.

Board of Directors
Chase Brown, Chairman
Eric Veech, Vice Chairman
Katie Sellmeyer, Secretary / Treasurer
David Carr, Director
Mark Lillpop, Director

Staff
Angela Daily
Andrew Walker
Gentry Davidson

DATE: 4/14/2021

MEMO: 2021-04

TO: Mayor Moore Wolfe & City Council

FROM: City Manager, Scot Wrighton

SUBJECT: Monthly Reports, March 2021

ATTACHMENTS:

Description	Type
Police, March, 2021	Cover Memo
Fire, March, 2021	Cover Memo
Community Development, March, 2021	Cover Memo
IT, March, 2021	Cover Memo
Public Works, March, 2021	Cover Memo

DECATUR ILLINOIS POLICE DEPARTMENT

TO: **Mayor Julie Moore-Wolfe**
City Council Members
City Manager Scot Wrighton

FROM: James E. Getz, Chief of Police

RE: March 2021 Monthly Report

STAFFING

Sworn Police Officer Staffing

At the end of the month staffing was 146. Current staffing for the Decatur Police Department is as follows:

Position	Current
Police Chief	1
Deputy Chief	2
Police Lieutenant	5
Police Sergeant	17
Police Patrol Officer	121
TOTAL	146 Budgeted: 148

11 of the 146 are either at the Police Training Academy or in the Field Training Program

1 new hire was not accepted in the academy due to failing the Physical Fitness test and had to be terminated.

Received 3 Letters of Retirement, 2 will retire in April and 1 in May.

Civilian-Non Sworn Police Staffing

At the end of month staffing was 14. Current civilian staffing for the Decatur Police Department is as follows:

Position	Current
Administrative Secretary	1
Crime Analyst	2
Sr. Clerk Typist	2
Records Supervisor	1
Parking Enforcement	2
Part-time FOIA Officer	2

Community Liaison Officer	4
Total	14

PATROL DIVISION

Function	Month	YTD	
Community Meetings	0	0	(Due to Covid)
Directed Patrols	35	78	
Active Problem Oriented Policing Projects	0	1	
Completed Problem Oriented Policing Projects	0	1	
Parking Citations	32	85	
Criminal Arrests	322	893	
Felony Drug Arrests	18	64	
Firearms Seized	14	50	
Traffic Citations	498	1651	
Field Interviews	141	606	
Written Warnings	193	809	
Calls for Service/CAD incidents	4117	11680	
Unlawful use of Motor Vehicle tows	0	0	
Driving Under the Influence Arrests (DUI)	25	67	
DUI involving accidents	10	21	
Fatal Accidents	0	0	
Traffic Accidents	215	597	
Accidents with Personal Injury	36	87	
City Ordinances Arrests	8	27	

Distracted Driving Enforcement- Electronic Communication Device Citations:

State Citations	YTD	Warning Citations	YTD
26	50	1	5

CRIMINAL INVESTIGATIONS DIVISION

Street Crimes: Drug Seizures for the month:

Drug	Amount	YTD Seizure	Street Value
Cannabis	656 grams	3644 grams @ $10-gram	$36,440
Cocaine-Powder	68 grams	337 grams @ $100-gram	$33,700
Cocaine-Crack	3 grams	34 grams @ $100-gram	$3,400
Heroin	29 grams	29 grams @ $300-gram	$8,700
Ecstasy	0 hits	315 hits @ $20 hit	$6,300
Meth	85 grams	1344 grams @ 100-gram	$134,440
K-2/Pills:	0	0	

Search Warrants: 4	YTD: 14
US Currency Seized: $2,980	YTD: $76,625
Firearms seized: 5	YTD: 19
Vehicles seized: 0	YTD: 1

Criminal Investigations (Adult & Juvenile Detectives):

New cases assigned: 70	YTD: 257
Cases closed/resolved: 31	YTD: 141
Criminal Arrests: 39	YTD: 80
Homicides: 0	YTD: 1
Infant Death Investigations: 0	YTD: 0
Suicide Detective Investigations: 1	YTD: 2
Missing Person Investigations: 9	YTD: 21
Computer forensic Exams: 150	YTD: 452

Crime Analysis Unit and Investigations:
Sex Offender Registrations: 141 YTD: 378

Freedom of Information (FOIA)

The Professional Standards Unit received 273 Freedom of Information Act requests for the month.

Total requests YTD in 2021 is 710

U.S. Marshall's Great Lake Task Force

Felony Arrest:	22	YTD: 67
Misdemeanor Arrests:	0	YTD: 2
Total:		TTD: 69

DECATUR FIRE DEPARTMENT
MEMORANDUM
2021-04

April 8, 2021

TO: Scot Wrighton, City Manager

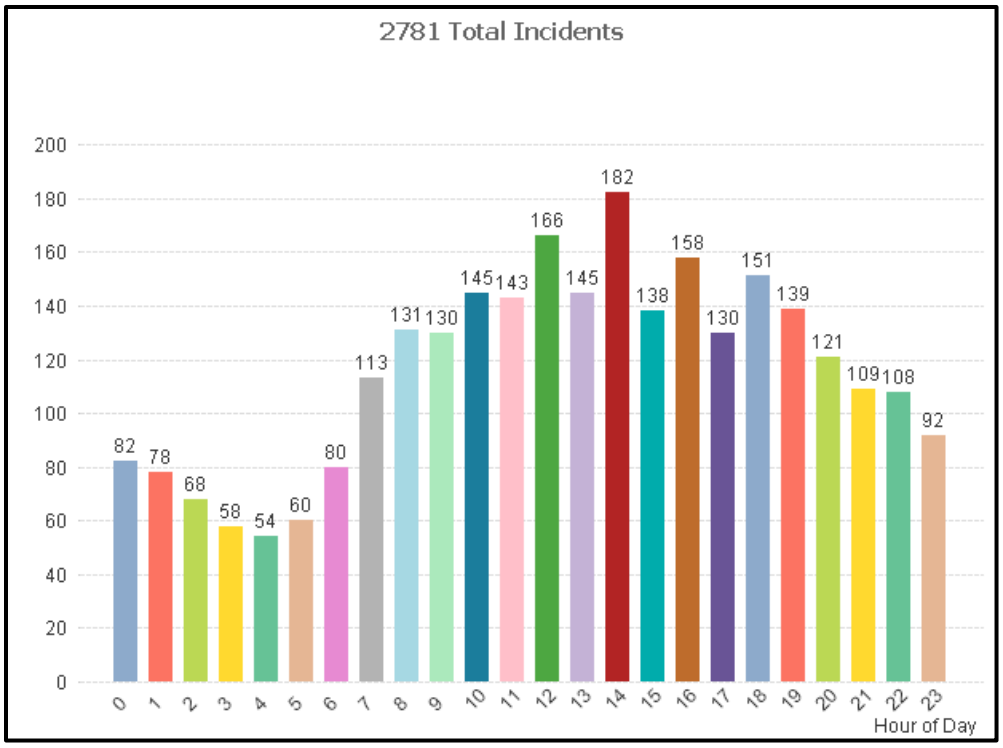
FROM: Jeff Abbott, Fire Chief

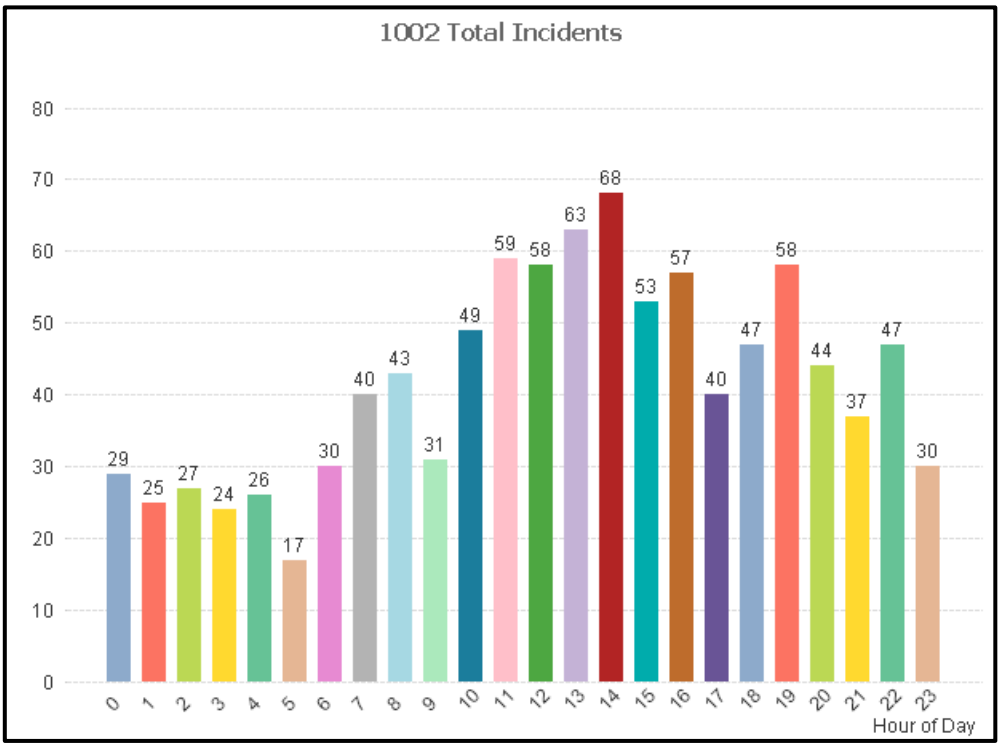
RE: Monthly Report – March 2021

The fire department responded to 1002 alarms in March. To date, the department has responded to 2781 alarms. There have been three (3) fire fatalities so far in 2021. The ladder truck that has been out-of-service since last August, due to a DUI collision, has been repaired and is back in-service. The new Truck 2 has been delivered and will go in-service as soon as the members have been trained in how it operates.

The construction of the new station 3 is progressing well, and it is expected to open in June. Plans for the construction of the new station 7 are underway, and it is expected to be ready to bid soon. The project to raise two of the overhead doors at station 2 has been delayed because no bids were received. The project is being rebid.

The department is still following COVID guidelines and around 50% of the firefighters have been vaccinated.





TRAINING:

DFD fire companies trained in the following areas in the month of March 2021:

Buddy Breathing Drill at the training tower at the MCLETC: This drill was completed under smoke conditions and was a drill which made members simulate a firefighter running out of air while becoming trapped in a 'partial collapse.' The drill enhances the members' skills in hooking up the buddy breather system that is on every SCBA. This drill also instills confidence in the members should they ever encounter this type of situation.

Extrication Drill at Decatur Auto Parts: This drill was performed to keep members skills sharp in extricating victims who become entrapped in a vehicle due to a collision. DAP employees stacked the vehicles in a configuration that challenged members to use the stabilizing struts to stabilize the vehicles prior to removing the victim. There was also a Target Solutions training site assignment that was completed.

EMS training for the month consisted of the vehicle extrication, LP1000 AED review, and protocol reviews as assigned in the Target Solutions training site.

FIRE PREVENTION:

No Report

COMMUNITY DEVELOPMENT DEPARTMENT
MONTHLY REPORT
MARCH 2021

ECONOMIC DEVELOPMENT- We have ongoing Economic Development projects both in the planning stage and under way. Staff along with other departments held Zoom meetings or conference calls for pending and ongoing developments.

As of last week, there were 1,531 job listings in the Decatur, Illinois area on indeed.com, one of the leading national job search sites. Memorial Health Systems led the way with 127 jobs followed by the United States Army with 102 jobs and ADM with 74 jobs.

We are also handling the sale of City owned property and closed on one (1) more lots in March to bring the total to 31 vacant lots through the side-lot program for a total sales revenue of $19,350. 25 of the 31 vacant lots were acquired by adjacent homeowners interested in expanding their outdoor living space with the other acquisitions being made by a Church and Non-profits and one (1) commercial owner that owns other adjacent vacant lots.

PLANNING AND DEVELOPMENT DIVISION
For the month of March, the Planning and Development staff continued to split time working in the office and from home given COVID-19. Staff was and is still able to process and review site plans, rezoning and conditional use permit requests, zoning variance applications, street and alley vacation requests, and subdivision plats submitted for compliance with local development regulations and ordinances. We have adapted to doing some reviews of digital submittals of site plans and other materials. Staff has also used time while working at home to gain some training in Planning and Zoning through online webinars.

In March, staff in conjunction with other city departments reviewed eight (8) submittals which included five (5) site plans, one (1) minor subdivision plat, one (1) variance petition and one (1) plan commission petition. Staff also provided multiple zoning review/verification letters.

For the Decatur Urbanized Area Transportation Study (DUATS), staff held a Technical and Policy Committee Meeting to present the first draft of the 2021-22 Uniform Work Plan (UWP) and held two (2) Bike Plan Core Committee meeting and two (2) Bike Plan Open House meetings. Nothing else to report.

BUILDING INSPECTIONS DIVISION
For March, we issued a total of 147 permits with a total work value of $1,723,491. Of those, we had one (1) permit with a value of over $200,000 [Residential riding stable].

PERMIT TYPE	# ISSUED	WORK VALUE	PERMIT FEES	PLAN REVIEW
Building	93	$1,457,771	$12,724	$800
Demolition	7	53,500	405	0
Electrical	15	48,420	1,400	0
Mechanical	12	58,996	1,300	0
Plumbing	16	47,840	1,050	0
Pool	0	0	0	0
Sign	4	56,964	600	0
Temporary	0	0	0	0
TOTAL	**147**	**$1,723,491**	**$17,479**	**$800**

NEIGHBORHOOD SERVICES DIVISION

- Staff continued to prepare special reports for loans. Collections and delinquency reports continue on various loan accounts.
- Staff qualified homeowners for the Residential Rehabilitation program.
- Staff prepared environmental reports for residential rehabs, exempt activities and infrastructure projects.
- Staff continued assistance through the Emergency program for homeowners with life threatening, health and safety issues, i.e. inoperable air conditioners and electrical.
- Staff is working collectively with other divisions on the revitalization of the Johns Hill area. A neighborhood meeting was held to update residents on Phase I & II developments.
- City of Decatur received an extension of the $1.19 million-dollar Department of Commerce and Economic Opportunities (DCEO) CURE's local ES grant to assist small businesses. The program will resume in April
- Staff continues working with Dove Financial Assistance using CDBG-CV funds to assist residents with rent/mortgages and utilities. Dove has assisted 20 households from Jan-March for a total of $39,618 expended.
- Staff worked with agencies, churches and the Decatur Police Department on a Day of Peace, which included a gun buy back event to be held in April.
- Staff met with various nonprofits to discuss revitalization opportunities. Several will submit proposals on how they can assist with the efforts within the Johns Hill project.
- City of Decatur continues to work with Community Investment Corporation of Decatur (CICD) as a subrecipient to assist small businesses with mortgage/rent and utilities. CICD has assisted five businesses and expended $42,524 of their grant amount.
- Staff continues working on the Neighborhood Revitalization strategy, which includes rehabilitation and demolition to various areas of the City.
- Staff continues to work on the IHDA Single family Rehab grant.
- Staff continues to work with the Strong Communities Grant program.
- Staff continues providing technical assistance to a local neighborhood organization who is interested in being a Community Housing Development Organization (CHDO).
- Staff continues to be active in the Continuum of Care process as well as homeless meetings, and events as required by HUD.
- The City has partnered with Woodford Homes (Carrie Lane) by providing HOME financial assistance for a new group home project. The overall project cost is about 4 million.
- Staff met with the Coalition of Neighborhood Organizations (CONO) to determine outcomes for this year's budgeted agreement.
- Staff continues working with HUD CPD-Chicago to ensure compliance with a multi-rental complex.
- Staff has begun meeting with the Regional Neighborhood Network Conference (RNNC) Steering Committee to determine the future of the organization.
- Staff continues work on CDBG funded demolitions as part of the ongoing Community Revitalization strategy.
- Staff meets with the Central Illinois Land bank as part of the partnership for revitalization in the Johns Hill area.
- Staff met with outside agencies, i.e. Dove, DMCOC dba Empowerment Opportunity Center, Shemilah Outreach, Northeast Community Fund, Crossing Healthcare, Community Foundation, Workforce Investment Board, OKOCC, Project READ, CONO, Block by Block, Beautify Decatur and various committees.

NEIGHBORHOOD INSPECTIONS DIVISION

Staff continued to enforce the International Property Maintenance Code and local City Ordinances (Chapters 48, 49, 56 and 70). The Division is committed to working with the citizens of Decatur to maintain a healthy and safe environment for those living here.
See attached for a summary of the work involved during the month of March 2021.

ATTACHMENT

NEIGHBORHOOD INSPECTIONS DIVISION
MONTHLY REPORT
MARCH 2021

NEW CASES	
Health & Safety (72 Hour)	172
Direct to Legal (Repeat Offenders)	0
Housing and Unfit	29
No Garbage Service	14
Nuisance	158
Secure of Abandoned Buildings	29
Weeds	0
TOTAL	402

DEMOLITIONS	
Year-to-Date Demolished	0
New Cases	7
Sent to Legal	0
Sent to Council	0
Out to Bid	2
Contracts Granted	0
Contract Amount	0.00
Permits Issued	0
Permits Finaled	0
Active Demolitions	201

RE-INSPECTION VISITS	
Code Enforcement	795
Weeds	0
TOTAL	795

GARBAGE SERVICE COMPLAINTS	
Received	0

INVOICES*	
New Invoices	0
Dollar Amount	$0.00

CASES SENT TO LEGAL FOR COURT	
Code Enforcement	36
Weeds	0

PAYMENTS RECEIVED**	
Weeds (Year-to-date)	$0.00

WEED ABATEMENT	
Contractor Mowed	0
Owner Mowed	0
TOTAL	0

* includes costs incurred by the City of Decatur - Health and Safety (72 hour), Securing of Abandoned Buildings and Weed Abatement

** reimbursement for costs incurred by the City of Decatur for weed abatement.

Monthly Report of Priorities and Projects
Information Technology Department
Fiscal Year 2021
March

This month, the Information Technology (IT) Department staff completed the following notable work/tasks:

- Received two responsible bids for the Fiber Grant project. The lowest responsible bidder will be presented to City Council on April 19, 2021.
- The offer extended to the best candidate for the open position in IT was rejected by the candidate. Ongoing negotiations with this candidate continue. If this selection does not pan out, IT will need to outsource some temporary resources to keep projects moving forward.
- The Flock Safety solution for license plate recognition cameras was selected by Police and approved by City Council. Pre-Site planning is underway with an anticipated install to begin in mid-April.
- IT Continues to work with City Development to implement the Civic Management System from OpenGov Systems which is still targeted to go Live in mid May 2021.
- Prepared GIS interface to OpenGov solution being implemented for City Development Division.
- Install of a Tyler Technologies module called Citizen Self Service (CSS) is still delayed as we work out some issues with internal data flow and system functionality. Live date is still estimated for June 2021.
- City Website audit is underway to identify stale or incorrect information.
- Several updates and patches were applied to City Computer solutions to mitigate a wide range of Cyber-attacks in March.
- IT provided expert assistance and training to the City's new Payroll Clerk and expertise and assistance with water rate increases in the absence of a key water Services resource.
- New squad cars continue to trickle in from order placed late in 2019. Cars are outfitted with computer equipment when received.
- Continue to produce GIS maps in support of the John's Hill initiative.
- Negotiated with Tyler and Cisco to reduce annual fees for software maintenance due in 2021 in the total amount of $19,098.24.
- In March, IT processed 89 Help Desk tickets, resolving 51 on the initial call (59.3% First Call Resolution Rate). Goal is to resolve at least 50% of all helpdesk calls at the first point of contact with IT. Three support ticket surveys were returned concerning the support experience and each was ranked as exceptional service.

Public Works Department
Monthly
March 2021

Engineering:

32nd and Fulton Storm Drainage Improvement Project:

Month Activity: Work continued in March starting with the installation of culverts and grading of the ditches due to favorable dry soil conditions. Work should remain on scheduled depending on weather and soil conditions.

Project Background: The Project was design by Farnsworth Group. The project will provide a new storm sewer to serve the area generally bounded by Rt 36 to the North, 36th St to the East, Orchard to the South and Country Club Rd to the East to relieve flooding. The Project was the no. 3 priority on the Storm Water Master Plan. The Project was advertised for bid April 15th with bids received on May 6th. The City received two bids with Luka Company providing the low bid. The project was awarded to Luka Company on May 18th for $1,379,690. All the storm sewer and box culverts are installed except for one block on Maryland. This section was on hold until spring due to the availability of asphalt to restore the street.

2020 Water Main Replacement Project:

Month Activity: The bore and jack under rt 36 and the railroad was completed in March. The watermain is scheduled to be installed in the casing with final connections being made in April. After all work is compete a final punch list will be created.

Project Background: The project was designed by Engineering staff, the project is in the area bounded by Rt 36 to the North, Moffet Ln to the East, W Main St to the south and Moffet Ave to the west. The project was advertised on January 8 with bids received on February 5. The project was approved on February 24 to Burdick Co. as the lowest responsive bid. All the neighborhood work is complete.

2021 Water Main Replacement Project:

Month Activity: The City received the IEPA permit in March and the project was advertised on March 17, 2021 with bids due on April 7, 2021.

Project Background: The project was designed by Engineering staff, the 2021 project is in three locations.

The newly annexed neighborhood NW of Mound and Greenswitch, a small relocation of watermain on Rea's Bridge Rd near the bridge across lake Decatur, and in South Shores bounded by the streets Bay Shore, Point Bluff and Shoreline.

2021 Local Motor Fuel Tax Street Project:

Month Activity: Work started in March on the water services lead goosenecks and concrete on Nelson Blvd. Paving is scheduled for April on Nelson Blvd.

Project Background: The project was designed and advertised by Engineering staff on January 27, 2021 with bids received on February 18, 2021. The project was approved on March 1, 2021 to Dunn Company as the lowest responsive bid.

2021 State Motor Fuel Tax

Month Activity: The project design is complete and has been provided to IDOT for approval. The project is expected to be advertised in April.

Country Club Road Reconstruction Project:

Month Activity: The project is currently being design by designed by Engineering staff. The project will be complete reconstruction of the section of road between Airport Rd and William Street. The date for advertisement as not been set.

Center Street Bridge Replacement:

Month Activity: The design was completed by WHKS with bids received by IDOT on March 5,

2021. The bids were higher than the engineer's estimate and the City Council approved concurrence on April 5, 2021 to approve Sangamo's bid for $1,595,148.92.

MUNICIPAL SERVICES MONTHLY DATA 03/01/2021 – 03/29/2021

TASKS	QUANTITY	MANHOURS	OTHER INFO
Catch Basin Pumping	10 each	N/A	
Catch Basin Repair & Adjust	10 each	N/A	
Guardrail Install	2 each	N/A	
Jet Sanitary Sewer	8 each 2,311 lin. ft.	N/A	
Street Sweeping	351.00 miles	N/A	
Potholes Patched	6,095 each	761 hrs.	
CD Cleanups	47 each	N/A	
Home Secures	15 each	N/A	
Tree Removals	19 each	N/A	
Stump Removals	21 each	N/A	
Storm Damage	N/A	102 hrs.	
Fleet Availability	95.91%	656.93 billable hours	

Water Production Division
Monthly Activity Report
March 2021
(updated information in bold text)

Lake Decatur Landscape Maintenance: A portion of this year's project is to continue maintaining native grasses and plants established at a site adjacent to Lake Shore Drive at M. L. King Jr. Drive. Potential sites for this year's tree and brush removal project are being reviewed.

Lake Decatur Raw Water Intakes and Pump Station Study: Crawford, Murphy & Tilly, Inc. completed this study in January.

Lake Decatur Water Level: Lake Decatur was maintained at an average elevation of 613.1 feet (90% full) which is on target for March.

Lake Decatur Watershed Management Plan: Northwater Consulting continued work on the Management Plan & Initiative Long Term Strategy, Lake Decatur Management & Policy Recommendations, water quality monitoring network and discussing conservation options with USDA Regional Conservation Partnership Program and IEPA Section 319 grant application partners.

Oakley Sediment Basin Management: Clarkson Farm cultivated approximately 30 acres of the basin's interior and planted cereal rye in November 2020 for harvest in July 2021.

Performance Outcomes:

1. Meet or exceed the federal and state drinking water standard for turbidity, chlorine and nitrate. All of these standards were met or exceeded this month.

2. Monitor safety on Lake Decatur by recording the number of boat accidents and boat operating under the influences (OUIs) on the lake annually. No accidents nor OUIs occurred this month.
3. Reduce the amount of sediment accumulating in the lake annually. Data for this outcome has not been obtained yet.

South Water Treatment Plant East Clarifiers to Claricones Conversion: Crawford, Murphy & Tilly has completed 99% of the engineering and construction bid specifications. This project is on hold pending the recommendations of the Water Utility Long Term Sustainability Plan.

Water Production: 590.39 million gallons of potable water were pumped into the water distribution system which was 8.7% more than March 2020.

March 2021

Water Services: Staff repaired 3 water main failures, 19 water services, 6 system valves and 10 fire hydrants. Inspected 6 system valves and 1 fire hydrant and completed 433 Utility Billing orders and 47 miscellaneous distribution system orders. Metering staff reprogrammed 191 electronic receiver transmitters to sync up with the Itron collectors and repeaters.