



**Monday, April 17, 2023
5:30 PM
City Council Chamber**

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Proclamations and Recognitions

III. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

IV. Approval of Minutes

Approval of Minutes of April 3, 2023 City Council Meeting

V. Unfinished Business

VI. New Business

1. Treasurer's Financial Report
2. Ordinance Amending City Code Chapter 51.5 Hotel Use Tax
3. Resolution Authorizing Sub-Recipient Agreement Between the City of Decatur, Illinois and DOVE, Inc. for Purchase and Renovation of 805 E. Johns for Transitional and Permanent Housing Utilizing Home Investment Partnerships American Rescue Plan (Home-ARP) Funds
4. Resolution Authorizing Sub-Recipient Agreement Between the City of Decatur, Illinois and DOVE, Inc. for Supportive Services of 805 E. Johns Utilizing Home Investment Partnerships American Rescue Plan (HOME-ARP) Funds
5. Resolution Approving an Agreement with Strand Associates, Inc. for Professional Engineering Services for the Northeast Quadrant Water System Modeling Study, City Project 2023-04
6. Resolution Authorizing a Stipulated Agreement Concerning Voluntary Vacation and Permanent Closure of the William Street At-Grade Crossing with the Decatur and Eastern Illinois Railroad

7. Resolution Authorizing Approval to Renew Annual License and Support Agreement from Tyler Technologies, Inc for the MUNIS Enterprise Financial Software Suite
8. Resolution Authorizing an Intergovernmental Agreement between Richland Community College and the City of Decatur Regarding Student Use and Transit Fares
9. 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. Receiving and Filing of Minutes of Boards and Commissions
 - B. Ordinance Annexing Territory 1825 Danceland Road
 - C. Resolution Authorizing Action Regarding Unsafe Structures
 - D. Resolution Approving the Expenditure of City Funds to Purchase and Install Two (2) Emergency Warning Sirens
 - E. Resolution Authorizing the City Manager to Execute Modifications to the Collective Bargaining Agreement Regarding Pay, Benefits, and Work Conditions Between the Decatur Police Benevolent and Protective Association Labor Committee and the City of Decatur

VII. Other Business

VIII. Adjournment

Monthly Reports, March, 2023

SUBJECT: Approval of Minutes of April 3, 2023 City Council Meeting

ATTACHMENTS:

Description	Type
Approval of Minutes of April 3, 2023 City Council Meeting	Backup Material

CITY COUNCIL MINUTES
Monday, April 3, 2023

On Monday, April 3, 2023, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided, together with her being Council members Chuck Kuhle, Ed Culp, Dennis Cooper, Lisa Gregory, Dana Ray and David Horn. 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 announced that the following items were pulled from the Council agenda: Resolution Authorizing an Intergovernmental Agreement Between the City of Decatur, Illinois and Richland Community College regarding Student Use and Transit Fares and Resolution Approving an Agreement with Strand Associates, Inc. for Professional Services for the Northwest Quadrant Water System Modeling Study, City Project 2023-04.

Mayor Moore Wolfe called for Appearance of Citizens and the following citizen provided comments to the Council: Abeer Motan.

Mayor Moore Wolfe called for Approval of the Minutes.

The minutes of the March 20, 2023, City Council meeting were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Kuhle and on call of the roll, Council members Chuck Kuhle, Ed Culp, Dennis Cooper, Lisa Gregory, Dana Ray, David Horn and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe called for Unfinished Business.

2023-20 Ordinance Amending City Code Chapter 64, Water Service, was presented. Councilwoman Gregory moved to take the item from the table, seconded by Councilman Kuhle.

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

Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Ordinance.

Councilman Horn made a motion to amend the Ordinance by increasing water rates by 5.0 percent in 2023, instead of the proposed water rate increase of 6.0 percent, seconded by Councilman Culp.

City Manager Wrighton provided information on the average residential customer's bill if water and sewer rates were 5.0 percent versus 6.0 percent.

Upon call of the roll on the amendment, Council members Ed Culp, Dennis Cooper and David Horn voted aye. Council members Chuck Kuhle, Lisa Gregory, Dana Ray and Mayor Moore Wolfe voted nay. Mayor Moore Wolfe declared the motion failed.

Council members held a discussion on water rates and the proposed \$100 water deposit requirement for new water customers that are renting, and for all water customers that have had two or more delinquencies leading to water shut-offs in the last 12-month period.

Mr. Gregg Zientara, Finance Director and Ms. Teara Floyd, Utility Billing Customer Service Manager answered questions from Council members regarding water deposits.

Ms. Heather Weigand, President of the Decatur Landlord Association, spoke about water deposits, updating the process for recovering delinquent balances left unpaid by former tenants and information sharing with the city so that landlords can make more informed decisions about renting to prospective tenants.

Councilman Kuhle made a motion to amend the Ordinance by removing Section 6(A): Effective October 1, 2023, each application for residential water service for properties where the customer is the owner(s) and owner authorized occupant(s) or person(s) in possession or control of such premises shall be accompanied by a deposit in the amount of One Hundred Dollars (\$100.00). Failure to provide this deposit shall be cause for the City to deny water service and disconnect same, seconded by Councilman Horn.

Upon call of the roll on the amendment, Council members Chuck Kuhle, Dennis Cooper, Lisa Gregory, Dana Ray, David Horn and Mayor Moore Wolfe voted aye. Councilman Culp voted nay. Mayor Moore Wolfe declared the motion carried.

Upon call of the roll on the original motion, as amended, Council members Chuck Kuhle, Ed Culp, Dennis Cooper, Lisa Gregory, Dana Ray, David Horn and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

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

R2023-58 Resolution Authorizing an Agreement with Architectural Expressions, LLP, for Municipal Services Center Improvements City Project 2023-07, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

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

R2023-59 Resolution Authorizing an Agreement with Architectural Expressions, LLP, for Decatur Public Library Improvements, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

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

R2023-60 Resolution Authorizing an Agreement with Architectural Expressions, LLP, for Decatur Civic Center Improvements, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution and answered questions from Council members concerning security enhancements to the Decatur Civic Center.

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

2023-21 Ordinance Amending City Code Chapter 53 Ambulance Service, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Ordinance.

Fire Chief Jeff Abbott answered questions from Council members regarding the number of Emergency Medical Technicians required to be on duty and the number of licenses.

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

R2023-61 Resolution Approving an Amended Agreement Between the City of Decatur and the Public Safety Training Foundation for the Use of the VIRTRA V-300 Training Simulator and Grain Safety Facility, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Police Chief Shane Brandel gave an overview of the Resolution and answered questions from Council members regarding scheduling.

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

R2023-62 Resolution Authorizing Payment to Central Square for Annual Software Maintenance Fees, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

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

R2023-63 Resolution Accepting the State of Illinois Joint Purchasing Contract Holder Bid Price of Morrow Brothers Ford, Inc. for the Purchase of Ten (10) Ford F250 Trucks and Two (2) Ford F150 Trucks, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2023-64 Resolution Accepting Sloan's Implement Sourcewell Contract #110719-JDC for One (1) John Deere 6135E Cab Tractor, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2023-65 Resolution Accepting the Bid Price of S&R Marine and Equipment for the Purchase of One (1) 2023 SeaArk VFX 2072 Deluxe Patrol Boat, Trailer and Accessories, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2023-66 Resolution Approving the Expenditure of City Funds for the Purchase of Traffic Signal Video Vehicle Detection Systems, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2023-67 Resolution Authorizing Execution of Programmatic Partnership Agreement with U.S. Department of Agriculture Natural Resources Conservation Service for the Regional Conservation Partnership Program, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

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

Mayor Moore Wolfe called for Consent Agenda Calendar Items A. through D. and asked if any Council member wished to remove an item from the Consent Agenda Calendar. No Council member requested to remove an item from the Consent Agenda Calendar. The Clerk read items A. through D.:

Item A. 2023-22 Ordinance Annexing Territory 2344 Mesa Drive

Item B. 2023-23 Ordinance Annexing Property South of 2225 South Taylor Road

Item C. R2023-68 Resolution Accepting the Bid and Awarding a Contract to Waste Management of Illinois, Inc. for Garbage Service at City Facilities

Item D. Receiving and Filing of Minutes of Boards and Commissions

Councilwoman Gregory moved Items A. through D. be approved by Omnibus Vote; seconded by Councilman Kuhle, and on call of the roll, Council members Chuck Kuhle, Ed Culp, Dennis Cooper, Lisa Gregory, Dana Ray, David Horn and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

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

Mayor Moore Wolfe recognized Chief Brandel for his attendance at the FBI academy. Councilwoman Gregory encouraged the Mayor or City Manager to speak to Decatur Housing Authority concerning safety concerns at the apartment complex near the Garfield redevelopment site. Councilman Cooper spoke about customer service issues with Waste Management.

With no Other Business, Mayor Moore Wolfe called for adjournment. Councilwoman Gregory moved the City Council meeting be adjourned, seconded by Councilman Kuhle and upon call of the roll, Council members Chuck Kuhle, Ed Culp, Dennis Cooper, Lisa Gregory, Dana Ray, David Horn and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

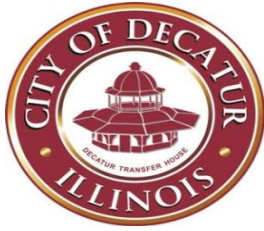
Mayor Moore Wolfe declared the City Council meeting adjourned at 6:57 p.m.

Approved _____
Kim Althoff
City Clerk

SUBJECT: Treasurer's Financial Report

ATTACHMENTS:

Description	Type
Cover Memo	Cover Memo
Supporting Data	Backup Material



CITY OF DECATUR ILLINOIS

ONE GARY K. ANDERSON PLAZA

DECATUR, ILLINOIS 62523

Treasurers Financial Report March 2023

The Year in Play

The total revised budget for fiscal year 2023 authorizes \$274.5 million in expenditures, against \$236.5 million in authorized revenues.

The General Fund budget, as a part of the adopted City budget, includes General Fund Revenue of \$87.1 million and Expense of \$88.8 million.

City Financial Position

The City of Decatur ended the month with a total cash position of \$120.7 million (excluding trust and agency funds earmarked for Police and Fire pensions) versus the cash position of \$121.8 at the end of last month.

The City General Fund ended the month with a cash position of \$24.8 million versus last month's cash position of \$25.1 million. The General Fund is the primary operating fund of the City which provides the cash to pay for the basic services to citizens and stakeholders, including public safety protection, public works services, code enforcement, economic and community development services as well as general government service.

The General Fund cash reserve position is 106 days. The council approved cash reserve policy is a 90-day cash reserve, which is calculated for the FY2023 budget at \$20.9 million.

City cash reserves are contained in Special Revenue funds (\$22.9 million), TIF Redevelopment funds (\$3 million), Capital funds (\$3.3 million), Debt Service fund (\$1.8 million), Internal Service funds (\$5 million) and Enterprise funds (\$59.6 million), which are earmarked for specific purpose and not expendable to finance the cost of basic services provided to citizens and stakeholders.

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

Fund Type	Jan-23	Feb-23	Mar-23	Comment
Special Revenue	24.2	23.5	22.9	Library, State MFT, Local MFT, Federal programs, etc.
TIF Redevelopment	3.01	3.04	3.07	Debt service and redevelopment agreement obligations
Capital	4.2	3.6	3.3	Capital funding available
Debt	1.3	1.8	1.8	Debt service obligations
Internal Service	4.4	4.5	5	Risk insurance, EE healthcare benefits, Fleet maintenance
Enterprise	68.8	60	59.6	Utilities – Water, Sewer, Storm Water, Transit, Recycling, Fiber
Non-General Fund	105.91	96.44	95.67	
General Fund	25.7	25.1	24.8	Basic services to citizens and stakeholders
Total City Cash	131.8	121.8	120.7	

Changes of note in the period:

- Three and a half million was moved from Fire pension investments into cash.
- Investments went from about \$10 million to \$50 million as the City has started to invest a larger amount of surplus cash in short-term Treasuries.

General Fund Position

Cash

The City General Fund cash position ended the reporting period at \$24.8 million. The current cash balance represents a cash reserve position of about 106 days. The general fund 90 reserve was calculated to be \$20.9 million for the FY2023 budget based on the policy of excluding capital expenses. About a quarter million dollars represents one day of reserve.

General Fund Result

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

\$(000)	Budget(4)	Year to Date(1)	Budget Target(2)	% vs Target(3)
Revenue	87,097	18,791	18,998	-1%
Expense	88,862	19,209	18,489	4%
Surplus	(1,765)	(418)	509	

Chart notes

1 – actual year to date general fund revenue and expense

2 – budget year to date general fund revenue and expense

3 – year to date percentage comparison of actual to budget

4 – annual budget from Council Adoption

Revenue Comments (of significant matters)

- The revenue estimates are based upon the FY2022 actual collections. For example, if 10% of a revenue was received in FY2022 in a given month, the FY2023 budgeted amounts, with certain exceptions, are budgeted to come at 10% in that same month in FY2023.
- Local and state economic indicator taxes, which are distributed with a 1-3 month lag between merchant collection and distribution to the city are generally positive compared to last year.

General Fund Revenue

Revenue to date through the period is \$18.7 million versus budget to date revenue of \$18.9 million, under budget by 1%.

Year to date position of revenue vs. budget

GENERAL GOV TAXES	Actual YTD	Budget YTD	vs Budget	% vs Budget
PROPERTY TAX	-	-	-	
MOBILE HOME PRIVELEGE TAX	-	-	-	
STATE SALES TAX	3,547,598	3,575,639	(28,041)	-1%
TELEPHONE UTILITY TAX	323,436	291,674	31,762	10%
FOOD & BEVERAGE TAX	973,628	908,399	65,229	7%
HOTEL AND MOTEL TAX	236,198	213,014	23,184	10%
LOCAL SALES TAX	3,493,725	3,431,616	62,109	2%
AVIATION FUEL TAX	4,481	2,000	2,481	55%
LOCAL USE TAX	843,879	844,488	(609)	0%
AUTO RENTAL TAX	13,432	11,165	2,267	17%
UTILITY TAX - ELECTRIC & GAS	1,466,093	1,729,273	(263,180)	-18%
VIDEO GAMING TAX	574,372	552,328	22,044	4%
CABLE TV TAX	240,141	252,484	(12,342)	-5%
Sub Total	11,716,983	11,812,079	(95,096)	-1%
GENERAL GOVERNMENT (INTERGOV)				
LOCAL REPLACEMENT TAX	44,154	-	44,154	100%
STATE REPLACEMENT TAX	804,546	498,381	306,165	38%
STATE INCOME TAX	2,702,001	2,839,022	(137,020)	-5%
FEDERAL GRANTS	-	150,000	(150,000)	
STATE GRANTS OR OTHER	-	37,500	(37,500)	
POLICE OT REIMBURSEMENTS	27,861	12,814	15,047	54%
CANNABIS TAX	26,602	30,729	(4,127)	-16%
OPIOID TREATMENT FUNDING	50,000	-	50,000	100%
ADDI REIMBURSEMENTS	590	-	-	
Sub Total	3,655,754	3,568,446	86,718	2%
GENERAL GOVERNMENT (SERVICE)				
Sub Total	2,133,836	2,165,651	(31,815)	-1%
GENERAL GOV LICENSES/PERMITS				
Sub Total	125,864	423,032	(297,168)	-236%
GENERAL GOV OTHER				
Sub Total	1,159,301	1,029,596	129,705	11%
General Fund Total (year-to-date)	18,791,739	18,998,804	(207,065)	-1%

Revenue numbers may not add due to rounding

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

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

	2023 Budget	2023 YTD	YTD % of budget	2022 YTD	% Change year vs year
State Sales Tax	13,914,000	3,547,598	25.5%	3,342,524	6.1%
Local Sales Tax (Gen Fund)	13,334,000	3,493,725	26.2%	3,207,525	8.9%
State Income Tax	11,874,000	2,702,001	22.8%	2,678,322	0.9%
Utility Tax (Gas/Electric)	5,337,000	1,466,093	27.5%	1,622,207	-9.6%
Food & Beverage Tax (Gen Fund)	3,997,000	973,628	24.4%	848,971	14.7%
Use Tax	3,020,000	843,879	27.9%	789,241	6.9%
Video Gaming Tax	2,386,000	574,372	24.1%	546,859	5.0%
State/Local Replacement Tax (Gen Fund)	2,056,000	848,700	41.3%	891,105	-4.8%
Hotel & Motel Tax	1,152,000	236,198	20.5%	197,785	19.4%
Cable TV Tax	1,034,000	240,141	23.2%	248,753	-3.5%

General Fund Expense Comments

On a year-to-date basis, general fund spending is \$19.2 million of a \$88.6 million budget.

Year to date position of expense vs. budget

	Actual	Yearly Budget	% of Budget
General Government	5,003,814	19,103,490	26%
Developmental Services	893,379	4,287,539	21%
Public Safety	10,828,099	54,833,436	20%
Public Works	2,564,114	11,045,035	23%
General Fund Expense	19,209,642	88,862,000	22%

Expense numbers may not add due to rounding

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

The Trust & Agency Fund balance of \$210 million is sequestered in the Police and Fire Pension Funds and are not available for expenditure on other city operations.

Fund	Fund Balance	Comment
Federal HOME	\$ 14,664	Federally approved programs
Federal CDBG	\$ 13,210	Community Development Block Grant
State Drug Enforcement	\$ 419,380	Police programs
Federal DUI Drug Enforcement	\$ 225,765	Police programs
Building Fund	\$ 757,290	R&M and capital of Library facility
Public Library	\$ 955,859	Operational fund of Library
Library Capital	\$ 995,694	Capital Expense requirements and cash reserves
Library Trust	\$ 105,072	Donations received in trust for specific purpose as defined by the donors and unavailable for other use
Local Roads and Streets	\$ 1,499,951	Street repairs and maintenance
Motor Fuel Tax	\$ 6,274,802	Street repairs and maintenance
Community Revitalization	\$ 10,020,811	Revitalization initiatives
2018 Project	\$ 230,933	General Obligation bond proceeds for construction of new fire stations
Capital Project	\$ 53,976	Minimal funding available
Equipment Replacement	\$ 268,145	Police, fire and public works capital requirements including vehicle replacements
Debt Fund	\$ 1,839,308	Debt payments on current debt issues
Fleet Maintenance	\$ 586,450	Repair and maintenance of city vehicle fleet
Risk Management	\$ 3,853,455	Cash reserves for ongoing business insurance costs including liability, property, & worker's compensation
Employee Insurance	\$ 622,202	Coverage for healthcare and other benefit expenses.
Public Transit Operations	\$ (832,036)	Operational and capital funding of the transit system
Fiber Optics	\$ 663,334	City investment in the next phase of a fiber optic network
Storm Water	\$ 3,134,822	Balance and ongoing cash flow is sufficient to fund currently defined storm water projects
Sewer	\$ 12,838,578	Balance and ongoing cash flow is sufficient to fund currently defined sewer projects
Water Utility	\$ 4,329,578	Balance and ongoing cash flow is sufficient to fund currently defined water projects.
2022 Bond Fund	\$ 24,649,948	Bond revenues in FY22
Grant	\$ 645,007	Unbudgeted FY2022 grants
ARP	\$ 2,658,881	Federal ARP funds as per city budget

Investments

City investments include about \$50.8 million in US Treasury Bonds and an additional \$20 million from the 2022 bond proceeds from this fiscal year. The investment schedule provides the details of the investments. The investments are comprised of fire station initiative bond proceeds, pooled cash, and the 2022 bond proceeds.

The bond proceeds and pooled cash are invested in treasury bonds and are scheduled to mature over the next months to three years, the 2022 bond funds in short term investments through 2023.

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

Debt

Debt outstanding was \$158 million at the end of FY22. All debt principal and interest payments are covered within the 2023 fiscal year operating plan and budget and are secured within the current cash flow operations of the city.

Revenue Tracking

City-wide Revenue received during the reporting period is \$9.3 million. This is 4% of the annual revenue budget of \$236 million.

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

The property tax revenues received in FY2023 provide for the pension funds, operation of the Library, debt payments and the Municipal Band. Only a portion of the city's operational costs are funded by property tax, which are more generally funded by a variety of other revenues such as state income and use taxes, or fees for service, as per the Water Fund.

Property Tax for FY2023

The levy is \$15,323,128 million, excluding TIF districts. The tax rate is estimated at 1.62733% of the EAV of \$941,610,236, with another \$19.2 million for the TIF districts. The City property tax levy is about 16% of the total property tax rate for City property owners.

Expenditure Tracking

City-wide expenses during the reporting period were \$16.6 million, which is 6% of the annual revised expense budget of \$274.5 million.

Water Utility

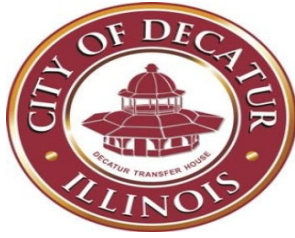
The financial performance of the City Water Utility is illustrated in this report. The report mimics the reporting for a business enterprise, depicting actual profit and loss performance versus budget, compared to the previous year, as well as on a monthly basis. In addition, key balance sheet items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

Water Utility performance achieved through the end of the month, on an operating margin (before debt service or transfer to capital) about \$1 million of expenses over revenue. In FY2022, the comparable was \$4.3 million revenue over expenses. In debt payments for the Fiscal Year, about \$9 million has been paid out so far.

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

Headcount Staffing Across all Funds

Current full-time staffing level is 427 FTEs versus budget of 457 FTEs. There are 19 part-time and temp employees.



Fiscal Year 2023

Fiscal Period Ending March 2023

City of Decatur

Treasurer's Financial Report

Report Distribution:

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

Prepared By:

Office of the City Treasurer

City of Decatur
Treasurer's Cash Report

Month of: March 2023

<i>Fund</i>	<i>Fund Name</i>	<i>Opening Cash & Investments</i>	<i>Receipts</i>	<i>Disbursements</i>	<i>Balance Sheet Accts Activity</i>	<i>Investment Transfers</i>	<i>Ending Cash Balance</i>	<i>Investments</i>	<i>Total Cash & Investments</i>	<i>Interfund Loans (Borrowing)</i>
10	General Fund GENERAL FUND	25,178,805.70	6,002,626.91	6,348,481.81	(16,528.62)		24,816,422.18		24,816,422.18	0.00
	Special Revenue Funds									
16	COMMUNITY GRANT FUND	(12,220.19)	0.00	248.56	0.00		(12,468.75)		(12,468.75)	
17	HOME FUND	7,852.72	11,767.42	4,956.05	0.00		14,664.09		14,664.09	
18	CDBG FUND	(30,236.11)	110,280.77	66,834.70	0.00		13,209.96		13,209.96	
22	DUATS FUND	82,718.32	48.69	23,114.69	0.00		59,652.32		59,652.32	
25	STATE DRUG ENFORCEMENT	431,572.89	352.57	0.00	(12,545.00)		419,380.46		419,380.46	
26	DUI FINES AND FEES FUND	222,849.01	4,597.99	1,682.36	0.00		225,764.64		225,764.64	
27	POLICE LAB & PROGRAMS	186,692.68	217.77	0.00	0.00		186,910.45		186,910.45	
30	FEDERAL DRUG ENFORCEMENT	348,865.21	237.98	2,100.00	0.00		347,003.19		347,003.19	
34	BUILDING FUND	955,997.60	51,783.93	250,491.57	0.00		757,289.96		757,289.96	
35	LIBRARY FUND	1,264,303.69	132,834.05	441,279.09	0.00		955,858.65		955,858.65	
36	MUNICIPAL BAND FUND	91,895.14	2,653.69	217.27	0.00		94,331.56		94,331.56	
37	FOREIGN FIRE INSURANCE FUND	251,555.23	248.44	29,146.13	0.00		222,657.54		222,657.54	
42	LOCAL STREETS & ROADS	1,361,388.01	138,563.08	0.00	0.00		1,499,951.09		1,499,951.09	
46	MOTOR FUEL TAX FUND	6,356,705.44	257,856.45	339,759.94	0.00		6,274,801.95		6,274,801.95	
58	LIBRARY CAPITAL	995,013.41	680.80	0.00	0.00		995,694.21		995,694.21	
59	LIBRARY TRUST FUNDS	105,408.98	406.98	743.88	0.00		105,072.08		105,072.08	
82	DCDF FUND	162,458.65	1,547.79	2,775.58	0.00		161,230.86		161,230.86	
84	COMMUNITY REVITALIZATION	10,603,846.10	9,472.81	592,507.95	0.00		10,020,810.96		10,020,810.96	
85	GRANT FUND	162,366.82	494,025.15	11,385.00	0.00		645,006.97		645,006.97	
	Total Special Revenue Funds	23,549,033.60	1,217,576.36	1,767,242.77	(12,545.00)	0.00	22,986,822.19	0.00	22,986,822.19	0.00
	TIF & Redevelopment Funds									
19	OLDE TOWNE TIF FUND	245,638.53	168.07	0.00	0.00		245,806.60		245,806.60	
21	WABASH CROSSING TIF	2,034,992.39	1,392.37	0.00	0.00		2,036,384.76		2,036,384.76	
23	EASTGATE TIF FUND	249,620.71	18,927.21	0.00	0.00		268,547.92		268,547.92	
24	SOUTHSIDE TIF FUND	185,240.26	126.74	0.00	0.00		185,367.00		185,367.00	
28	PINES SHOPPING CENTER TIF	113,376.60	3,158.63	0.00	0.00		116,535.23		116,535.23	
29	GRAND & OAKLAND TIF	218,834.51	5,896.70	0.00	0.00		224,731.21		224,731.21	
	Total TIF & Redevelpmnt Funds	3,047,703.00	29,669.72	0.00	0.00	0.00	3,077,372.72	0.00	3,077,372.72	0.00
	Capital Funds									
40	PEG CAPITAL FUND	119,480.15	81.00	2,190.04	0.00		117,371.11		117,371.11	
44	2018 PROJECT FUND	230,775.29	157.90	0.00	0.00		230,933.19	0.00	230,933.19	
45	CAPITAL PROJECT FUND	58,568.33	38.49	4,630.42	0.00		53,976.40		53,976.40	(481,816.00)
61	EQUIPMENT REPLACEMENT	587,175.11	(829.04)	318,200.64	0.00		268,145.43		268,145.43	
99	AMERICAN RESCUE PLAN	2,663,988.62	0.00	5,108.00	0.00		2,658,880.62		2,658,880.62	
	Total Capital Funds	3,659,987.50	(551.65)	330,129.10	0.00	0.00	3,329,306.75	0.00	3,329,306.75	(481,816.00)

City of Decatur
Treasurer's Cash Report

Month of: March 2023

<i>Fund</i>	<i>Fund Name</i>	<i>Opening Cash & Investments</i>	<i>Receipts</i>	<i>Disbursements</i>	<i>Balance Sheet Accts Activity</i>	<i>Investment Transfers</i>	<i>Ending Cash Balance</i>	<i>Investments</i>	<i>Total Cash & Investments</i>	<i>Interfund Loans (Borrowing)</i>
50	Debt Fund DEBT FUND	1,820,968.02	18,339.78	0.00	0.00		1,839,307.80		1,839,307.80	0.00
60	Internal Service Funds FLEET MAINTENANCE	522,273.19	286,436.78	222,260.06	0.00		586,449.91		586,449.91	
64	RISK MANAGEMENT	3,735,005.14	351,294.19	232,844.50	0.00		3,853,454.83		3,853,454.83	
65	INSURANCE FUND	329,587.30	1,303,554.43	1,010,939.33	0.00		622,202.40		622,202.40	
	Total Internal Service Funds	4,586,865.63	1,941,285.40	1,466,043.89	0.00	0.00	5,062,107.14	0.00	5,062,107.14	0.00
70	Enterprise Funds TRANSIT - OPERATION	(1,016,571.93)	1,029,464.65	844,928.56	0.00		(832,035.84)		(832,035.84)	
77	FIBER OPTICS	664,903.50	7,429.25	8,998.47	0.00		663,334.28		663,334.28	
78	STORM WATER	3,138,598.47	131,518.12	135,294.43	0.00		3,134,822.16		3,134,822.16	
79	SEWER FUND	12,891,864.57	682,108.24	735,394.63	0.00		12,838,578.18		12,838,578.18	
80	WATER FUND	3,316,477.58	2,612,197.55	1,543,641.52	(55,455.59)		4,329,578.02		4,329,578.02	
81	WATER CAPITAL	3,291,636.70	10,375.87	1,254,073.13	0.00		2,047,939.44		2,047,939.44	481,816.00
86	WATER DEBT	12,500,000.00	0.00	0.00	0.00		12,500,000.00		12,500,000.00	
88	RECYCLING PROGRAM	294,069.76	68,224.39	75,766.91	0.00		286,527.24		286,527.24	
89	2022 BOND FUND	24,958,055.36	59,379.58	367,487.02	0.00		4,492,392.67	20,157,555.25	24,649,947.92	
	Total Enterprise Funds	60,039,034.01	4,600,697.65	4,965,584.67	(55,455.59)	0.00	39,461,136.15	20,157,555.25	59,618,691.40	481,816.00
90	Trust & Agency Funds FIRE PENSION FUND CASH	622,064.71	190,822.40	795,026.06	3,500,000.00		3,517,861.05		3,517,861.05	
90	FIRE PENSION INVESTMENTS	89,753,829.49	(2,327,851.68)	9,828.49	(3,500,000.00)			83,916,149.32	83,916,149.32	
	TOTAL FIRE PENSION	90,375,894.20	(2,137,029.28)	804,854.55	0.00	0.00	3,517,861.05	83,916,149.32	87,434,010.37	
91	POLICE PENSION FUND CASH	9,847,007.58	245,279.21	946,218.10	0.00		9,146,068.69		9,146,068.69	
91	POLICE PENSION INVESTMENTS	116,631,975.09	(2,592,695.41)	4,916.45	0.00			114,034,363.23	114,034,363.23	
	TOTAL FIRE PENSION	126,478,982.67	(2,347,416.20)	951,134.55	0.00	0.00	9,146,068.69	114,034,363.23	123,180,431.92	
	Total Trust & Agency Funds	216,854,876.87	(4,484,445.48)	1,755,989.10	0.00	0.00	12,663,929.74		210,614,442.29	0.00
	Total City Funds	338,737,274.33	9,325,198.69	16,633,471.34	(84,529.21)	0.00	113,236,404.67	20,157,555.25	331,344,472.47	
Memorandum Items										
	Pooled Cash Investments							50,801,127.20	50,801,127.20	
	City Funds ex Trust & Agency	121,882,397.46	13,809,644.17	14,877,482.24	(84,529.21)	0.00	100,572,474.93	70,958,682.45	120,730,030.18	0.00

City of Decatur
Treasurer's Investment Report

Month of : March 2023

Pooled Cash

Account # 8051000942

Multiple Funds - Pooled Cash

Investment Instrument	Expect Int Income	Maturity Date	Coupon Rate	Yield at Purchase	Par Value Amount	Cost	Market Value	CP Interest Received	YTD Interest Received 2023	BTD Interest Received
US Treasury Bond	Mar - Sep	03/31/23	1.50000%	1.700%	0.00	-	0.00	13,687.50	13,687.50	23,866.07
US Treasury Bond	Mar - Sep	03/31/23	1.50000%	4.340%	0.00					
US Treasury Bond	Feb - Aug	08/31/23	0.12500%	3.410%	1,750,000.00	2,919,892.58	2,943,990.00	(101.90)	(101.90)	(101.90)
US Treasury Bond	Feb - Aug	08/31/23	0.12500%	4.650%	1,250,000.00					
US Treasury Bond	May - Nov	11/30/23	0.50000%	0.520%	2,225,000.00	4,399,441.41	4,352,116.50	(1,957.41)	(1,957.41)	9,167.59
US Treasury Bond	May - Nov	11/30/23	0.50000%	4.790%	1,000,000.00					
US Treasury Bond	May - Nov	11/30/23	0.50000%	4.510%	1,250,000.00					
US Treasury Bond	Jun-Dec	06/15/24	0.25000%	0.460%	1,500,000.00	2,682,822.26	2,615,085.00	(849.92)	(849.92)	4,775.08
US Treasury Bond	Jun-Dec	06/15/24	0.25000%	4.160%	1,250,000.00					
US Treasury Bond	Feb - Aug	08/15/24	0.37500%	0.390%	1,600,000.00	1,599,062.50	1,515,376.00	-	-	6,000.00
US Treasury Bond	Mar - Sep	09/15/24	0.37500%	0.530%	1,000,000.00	2,180,195.32	2,125,822.50	1,760.35	1,760.35	5,510.35
US Treasury Bond	Mar - Sep	09/15/24	0.37500%	4.050%	1,250,000.00					
US Treasury Bill Zero	Apr-Oct	04/27/23	0.37400%	4.020%	1,250,000.00	1,245,339.76	1,245,339.76			
US Treasury Bond	May - Nov	05/31/23	0.12500%	4.640%	1,250,000.00	1,239,550.78	1,240,887.50	(489.36)	(489.36)	(489.36)
US Treasury Bond	Jun-Dec	06/30/23	0.12500%	4.650%	1,250,000.00	1,234,863.28	1,236,375.00	(358.25)	(358.25)	(358.25)
US Treasury Bond	Jan-July	07/15/23	0.12500%	4.590%	1,250,000.00	1,232,812.50	1,233,550.00	(293.51)	(293.51)	(293.51)
US Treasury Bond	Mar - Sep	09/30/23	0.25000%	4.620%	1,250,000.00	1,222,265.63	1,223,150.00	60.11	60.11	60.11
US Treasury Bond	Apr-Oct	10/15/23	0.12500%	4.640%	1,250,000.00	1,219,140.63	1,219,575.00	(686.81)	(686.81)	(686.81)
US Treasury Bond	Jun-Dec	12/31/23	2.25000%	4.500%	1,250,000.00	1,228,857.42	1,227,387.50	(6,448.56)	(6,448.56)	(6,448.56)
US Treasury Bond	Jan-July	01/15/24	0.12500%	4.460%	1,250,000.00	1,207,275.39	1,205,862.50	(293.51)	(293.51)	(293.51)
US Treasury Bond	Feb - Aug	02/15/24	0.12500%	4.450%	1,250,000.00	1,202,880.86	1,201,275.00	(159.70)	(159.70)	(159.70)
US Treasury Bond	Mar - Sep	03/15/24	0.25000%	4.360%	1,250,000.00	1,201,464.84	1,199,262.50	(76.41)	(76.41)	(76.41)
US Treasury Bond	Apr-Oct	04/30/24	2.00000%	4.330%	1,250,000.00	1,218,994.14	1,215,675.00	(9,944.75)	(9,944.75)	(9,944.75)
US Treasury Bond	May - Nov	05/31/24	2.50000%	4.180%	1,250,000.00	1,225,927.74	1,221,975.00	(9,787.09)	(9,787.09)	(9,787.09)
US Treasury Bond	Jan-July	07/15/24	0.37500%	4.100%	1,250,000.00	1,191,113.28	1,187,300.00	(880.54)	(880.54)	(880.54)
US Treasury Bond	Feb - Aug	08/31/24	1.25000%	4.050%	1,250,000.00	1,201,660.16	1,196,925.00	(1,019.01)	(1,019.01)	(1,019.01)
US Treasury Bond	Apr-Oct	10/15/24	0.62500%	3.980%	1,250,000.00	1,187,207.03	1,182,225.00	(3,434.07)	(3,434.07)	(3,434.07)
US Treasury Bond	May - Nov	11/15/24	0.75000%	3.950%	1,250,000.00	1,186,914.06	1,181,687.50	(3,340.81)	(3,340.81)	(3,340.81)
US Treasury Bond	Jun-Dec	12/15/24	1.00000%	3.880%	1,250,000.00	1,190,380.86	1,184,525.00	(3,399.73)	(3,399.73)	(3,399.73)
US Treasury Bond	Jan-July	01/15/25	1.12500%	3.890%	1,250,000.00	1,190,087.89	1,184,625.00	(2,641.58)	(2,641.58)	(2,641.58)
US Treasury Bond	Feb - Aug	02/15/25	1.50000%	3.850%	1,250,000.00	1,196,777.34	1,190,825.00	(1,916.44)	(1,916.44)	(1,916.44)
US Treasury Bond	Mar - Sep	03/15/25	1.75000%	3.800%	1,250,000.00	1,201,708.99	1,195,600.00	(534.99)	(534.99)	(534.99)
US Treasury Bond	Mar - Sep	03/31/25	0.50000%	4.090%	1,825,000.00	1,700,244.14	1,702,177.50	-	-	-
Federated US Treasury Cash Reserves		Liquid			11,069,475.75	11,094,246.41	11,148,048.77	67.39	680.61	
					51,969,475.75	50,801,127.20	50,576,643.53	(33,039.00)	(32,425.78)	3,572.18

Journal Entry		Month	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Unbooked	Booked
Pooled Cash								
Fees		0.00	(2,080.15)				(2,080.15)	-
Gain/Loss from sale of bond		5,494.14	5,494.14				5,494.14	
Interest (Income)		(33,039.00)	(28,184.65)	-	-	-	(28,184.65)	-
		(27,544.86)	(24,770.66)	-	-	-	(24,770.66)	-

City of Decatur
Treasurer's Investment Report

Month of : March 2023

Water Capital Bond

Account # 1001027214

Fund 89

Investment Instrument	Expect Int Income	Maturity Date	Coupon Rate	Yield at Purchase	Par Value Amount	Cost	Market Value	CP Interest Received	YTD Interest Received 2023	BTD Interest Received
United States Treasury Bill Zero 19 Jan 2023	Jan-Jul	1/19/2023	1.340%		-	-	-	-	26,445.00	26,445.00
United States Treasury Note/Bond 1.5% 28 Feb 2023	Feb-Aug	2/28/2023	1.500%	3.020%	-	-	-	-	15,000.00	16,875.00
United States Treasury Note/Bond .125% 31 Mar 2023	Mar-Sep	3/31/2023	0.125%	3.100%	-	-	-	1,250.00	1,250.00	1,612.02
United States Treasury Note/Bond .25% 15 Apr 2023	Apr-Oct	4/15/2023	0.250%	3.140%	2,000,000.00	1,961,093.75	1,997,120.00	-	-	928.96
United States Treasury Bill Zero 27 Apr 2023	Apr-Oct	4/27/2023	2.243%	4.490%	1,500,000.00	1,467,088.33	1,467,088.33	-	-	-
United States Treasury Bill Zero 25 May 2023	May	5/25/2023	2.260%	4.650%	1,800,000.00	1,760,224.00	1,760,224.00	-	-	-
United States Treasury Note/Bond .125% 31 May 2023	May-Nov	5/31/2023	0.125%	3.220%	2,000,000.00	1,950,859.38	1,985,420.00	-	-	778.69
United States Treasury Note/Bond .125% 30 Jun 2023	Jun-Dec	6/30/2023	0.125%	3.230%	2,000,000.00	1,945,703.13	1,978,200.00	-	-	(264.95)
United States Treasury Note/Bond .125% 15 Jul 2023	Jan-Jul	7/15/2023	0.125%	3.260%	2,000,000.00	1,942,812.50	1,973,680.00	-	-	1,086.96
United States Treasury Bill Zero 20 Jul 2023	Jan-Jul	7/20/2023	2.351%	4.780%	2,000,000.00	1,954,041.39	1,954,041.39	-	-	1,250.00
United States Treasury Bill Zero 24 Aug 2023	Feb-Aug	8/24/2023	2.466%	5.090%	2,000,000.00	1,951,865.83	1,951,865.83	-	-	-
United States Treasury Note/Bond .75% 31 Dec 2023	Jun-Dec	12/31/2023	0.750%	4.660%	1,500,000.00	2,982,785.16	3,009,294.00	-	-	324.05
United States Treasury Note/Bond .75% 31 Dec 2023	Jun-Dec	12/31/2023	0.750%	4.750%	1,600,000.00					
United States Treasury Note/Bond .25% 15 Mar 2024	Mar-Sep	3/15/2024	0.250%	4.630%	2,000,000.00	1,918,906.25	1,918,820.00	(217.39)	(217.39)	(217.39)
BlackRock Liquidity Funds Treasury Trust Fund Portfolio					322,175.53	322,175.53	418,533.17	618.42	2,542.43	
Total Investment(s)					20,722,175.53	20,157,555.25	20,414,286.72	1,651.03	45,020.04	48,818.34

GRAND TOTALS:	<u>72,691,651.28</u>	<u>70,958,682.45</u>	<u>70,990,930.25</u>	<u>(31,387.97)</u>	<u>12,594.26</u>	<u>52,390.52</u>
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Journal Entry		Month	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Unbooked	Booked
Water Capital Bond								
Fees			(4,032.05)				-	(4,032.05)
Gain/Loss from sale of bond		37,656.25	54,531.25					54,531.25
Interest (Income)		1,651.03	59,145.04	-	-	-	-	57,494.01
		<u>39,307.28</u>	<u>109,644.24</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>107,993.21</u>

*Coupon rate for Treasury Bill Zero is the difference between Par Value and Cost divided by Cost

Bond Issuance	2022
Par Value of Bonds	24,840,000
Premium	542,055
Total Source of Funds	25,382,055
Total Use of Funds	25,382,055
Cost of issuance	378,149
Bond Proceeds	25,003,906

Fund Description	Accounts for public works capital improvements in the water and sewer utilities financed by the proceeds from the issuance of bonds
Debt Issue	GO Series 2022 issued by the city dated April 28, 2022 to finance water and sewer infrastructure projects

Project The water and sewer sustainability initiative is the first phase of a multi phase long term capital project to secure cost efficient operation, infrastructure improvements, and long-term sustainability of the city's water and sewer utilities. The initial \$133 million project investment will span 5 years with completion envisioned in 2026. Water Utility projects include, but are not limited to, South Water Treatment Plant clarifier conversion, water main replacements, treatment plant chemical system upgrade, and other projects. Sewer Utility projects include replacement of main line sanitary sewer segments within the city.

Actual Bond Spend Activity in Fiscal year 2022	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	217,329	217,329	217,329	217,329	25,003,906	25,003,906	25,003,906	25,003,906	25,003,906	25,012,393	24,999,857	24,962,332	
Revenues													
Bond Proceeds				25,382,055	-	-	-	-	-	-	-	-	25,382,055
Interest/Investment Income				-	-	-	-	-	8,487	25,354	17,704	20,856	72,401
Expenditures													
Transfer out of old proceeds	transfer to water fund 80 for debt service			217,329	-	-	-	-	-	-	-	-	217,329
Bond Insurance Costs				378,149	-	-	-	-	-	-	-	-	-
Water/Sewer improvements				-	-	-	-	-	-	37,890	55,230	29,911	123,031
				-	-	-	-	-	-	-	-	-	-
Total Expenditures	-	-	-	595,478	-	-	-	-	-	37,890	55,230	29,911	718,509
Ending cash available	217,329	217,329	217,329	25,003,906	25,003,906	25,003,906	25,003,906	25,003,906	25,012,393	24,999,857	24,962,332	24,953,276	

Actual Bond Spend Activity in Fiscal year 2023	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	24,953,276	24,938,010	24,958,055										
Revenues													
Bond Proceeds	-	-	-										-
Interest/Investment Income	40,532	20,046	4,848										65,425
Gain/Loss on Investments	-	-	54,531										54,531
Expenditures													
Transfer out of old proceeds	-	-	-										-
Bond Insurance Costs	-	-	-										-
Water/Sewer improvements	55,798	-	367,487										423,285
													-
Total Expenditures	55,798	-	367,487	-	-	-	-	-	-	-	-	-	423,285
Ending cash available	24,938,010	24,958,055	24,649,948	-	-	-	-	-	-	-	-	-	

City of Decatur
Fire Station New Construction - Status of 2018 Project Fund 44

home

Month of: March 2023

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 Bussey Bank (stations 1, 2, 4 and 6), and Fire Station new construction reported on this schedule.

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

Actual Bond Spend Activity in Fiscal year 2019	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	8,379,081	8,302,118	8,157,046	8,156,027	8,005,690	8,030,861	7,840,396	7,620,197	7,378,090	7,422,473	6,747,802	6,747,711	
Revenues													
Investment 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
Fire Station 5	77,557	169,466	1,877	158,312	-	192,110	224,054	243,449	-	683,265	1,047	419,111	2,170,248
Fire Station 7	-	-	-	-	-	-	-	-	-	500	-	-	500
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
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
Proceeds available to spend	6,343,397	6,153,751	6,151,614	5,945,199	5,923,605	5,788,011	5,795,171	5,796,651	5,806,685	5,791,259	5,793,059	5,794,723	
Revenues													
Investment Income	560	560	47,649	6,984	478	27,993	1,827	25,466	8,819	1,800	6,285	269	128,690
Expenditures													
Fire Station 3	-	-	176,418	24,121	-	20,832	347	14,829	13,361	-	4,621	8,342	262,892
Fire Station 5	190,206	2,697	77,646	4,357	136,072	-	-	102	10,209	-	-	-	421,289
Fire Station 7	-	-	-	100	-	-	-	500	655	-	-	-	81,040
Total Expenditures	190,206	2,697	254,064	28,578	136,072	20,832	347	15,431	24,245	-	4,621	88,127	765,222
Ending cash available	6,153,751	6,151,614	5,945,199	5,923,605	5,788,011	5,795,171	5,796,651	5,806,685	5,791,259	5,793,059	5,794,723	5,706,865	

Actual Bond Spend Activity in Fiscal year 2021	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	5,706,865	5,400,299	5,390,508	4,967,656	4,739,769	3,981,357	3,951,388	3,627,984	3,906,277	3,413,375	3,261,630	3,026,367	
Revenues													
Investment Income	108	1	6,143	2	1	(3,129)	1	2,208	347	2	(94)	34	5,621
Gain/Loss from investment	-	-	(6,715)	-	-	-	-	(5,012)	-	-	-	-	(11,727)
Transfer from Other Funds	-	-	-	-	-	-	-	480,000	-	-	-	-	480,000
Expenditures													
Fire Station 3	306,673	9,792	422,280	227,389	576,668	24,768	325,476	13,543	456,059	151,746	235,169	11,175	2,760,740
Fire Station 5	-	-	-	-	-	-	-	140,136	-	-	-	-	140,136
Fire Station 7	-	-	-	500	181,745	2,071	(2,071)	45,222	37,190	-	-	-	53,581
Total Expenditures	306,673	9,792	422,280	227,889	758,413	26,839	323,405	198,902	493,249	151,746	235,169	64,755	3,219,114
Ending cash available	5,400,299	5,390,508	4,967,656	4,739,769	3,981,357	3,951,388	3,627,984	3,906,277	3,413,375	3,261,630	3,026,367	2,961,645	

Actual Bond Spend Activity in Fiscal year 2022	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	2,961,645	2,961,681	2,959,059	2,933,908	2,933,704	2,581,990	2,426,325	2,422,645	2,047,121	2,037,799	2,025,318	1,317,109	
Revenues													
Investment Income	35	(175)	152	-	127	38	-	41	378	2,755	952	587	4,890
Gain/Loss from investment	-	34	-	(204)	-	-	-	-	-	-	116	-	(54)
Transfer from Other Funds	-	-	-	-	-	-	-	-	-	-	-	-	-
Misc. Income	-	-	-	-	-	-	-	-	-	-	-	115,000	-
Expenditures													
No project code	-	-	233	-	38,746	142,384	-	1,498	4,755	5,678	4,095	-	184,914
Fire Station 3	-	-	-	-	-	-	-	(543)	-	-	-	-	-
Fire Station 5	-	-	-	-	-	-	-	-	-	-	-	-	-
Fire Station 7	-	2,480	25,070	-	313,094	13,321	3,680	374,700	4,945	9,558	705,182	861,407	2,313,438
Total Expenditures	-	2,480	25,303	-	351,841	155,704	3,680	375,565	9,700	15,235	709,277	861,407	2,498,352
Ending cash available	2,961,681	2,959,059	2,933,908	2,933,704	2,581,990	2,426,325	2,422,645	2,047,121	2,037,799	2,025,318	1,317,109	571,289	

Actual Bond Spend Activity in Fiscal year 2023	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	571,289	571,698	230,775										
Revenues													
Investment Income	410	299	158										867
Gain/Loss from investment	-	-	-										-
Transfer from Other Funds	-	-	-										-
Misc. Income	-	-	-										-
Expenditures													
No project code	-	-	-										-
Fire Station 3	-	-	-										-
Fire Station 5	-	-	-										-
Fire Station 7	-	341,222	-										341,222
Total Expenditures	-	341,222	-										341,222
Ending cash available	571,698	230,775	230,933	-	-	-	-	-	-	-	-	-	

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

note 2 final number construction costs

note 3 construction costs for fire station 7

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

Reconciliation	Bond proceeds	8,682,147
	Interest income	324,314
	Gain/Loss	(11,750)
note 4	Transfer from Other Funds	480,000
	Total available for spend	9,474,681

Construction cost

available funds
yet to spend
Funding issue

gz approved 3,231,642 note 2	gz approved 3,056,430 note 1	gz approved 3,670,610 note 3	9,958,682
Total funds available for spend			9,474,681
3,231,642	3,056,430	3,186,609	9,474,681
(4,094)	0	615,870	611,776
-	-	484,002	484,002

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

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

262,892			
	421,289		
		81,040	
262,892	421,289	81,040	765,222

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

184,914			
	-		
		2,313,438	
184,914	-	2,313,438	2,498,352
3,235,736	3,056,430	2,713,518	9,005,684

-			
	-		
		341,222	
-	-		341,222
3,235,736	3,056,430	3,054,740	9,346,906

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

Period Ending: March 2023

Month of Fiscal Year	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Budget
REVENUE														
Actual	6,479,130	6,309,981	6,002,627										18,791,739	
Budget Projection	6,173,274	5,863,228	6,962,302										18,998,804	87,097,000
Vs budget in month	305,856	446,753	(959,675)	-	-	-	-	-	-	-	-	-		
Vs budget to date	305,856	752,610	(207,065)	-	-	-	-	-	-	-	-	-	(207,065)	
EXPENSE														
Personnel Expense														
Actual	3,771,807	3,477,179	5,193,724										12,442,710	
Budget Projection	4,031,343	3,631,258	5,402,600										13,065,201	60,114,256
Vs budget in month	(259,536)	(154,080)	(208,876)	-	-	-	-	-	-	-	-	-		68%
Vs budget to date	(259,536)	(413,616)	(622,491)	-	-	-	-	-	-	-	-	-	(622,491)	of GF Expense
Operating Expense														
Actual	2,162,685	3,449,489	1,154,758										6,766,932	
Budget Projection	3,203,313	1,122,451	1,098,645										5,424,409	28,747,744
Vs budget in month	(1,040,628)	2,327,038	56,113	-	-	-	-	-	-	-	-	-		32%
Vs budget to date	(1,040,628)	1,286,410	1,342,523	-	-	-	-	-	-	-	-	-	1,342,523	of GF Expense
TOTAL EXPENSE														
Actual	5,934,492	6,926,668	6,348,482	-	-	-	-	-	-	-	-	-	19,209,642	
Budget Projection	7,234,656	4,753,710	6,501,244	-	-	-	-	-	-	-	-	-	18,489,610	88,862,000
Vs budget in month	(1,300,164)	2,172,958	(152,762)	-	-	-	-	-	-	-	-	-		
Vs budget to date	(1,300,164)	872,794	720,031	-	-	-	-	-	-	-	-	-	720,031	
Surplus / (Deficit)														
Actual	544,638	(616,686)	(345,855)	-	-	-	-	-	-	-	-	-	(417,903)	
Budget Projection	(1,061,383)	1,109,519	461,058	-	-	-	-	-	-	-	-	-	509,193	(1,765,000)
Vs budget in month	1,606,021	(1,726,205)	(806,912)	-	-	-	-	-	-	-	-	-		
Vs budget to date	1,606,021	(120,184)	(927,097)	-	-	-	-	-	-	-	-	-	(927,097)	
Beginning Cash Balance														
Beginning Cash Balance	25,180,137	25,730,115	25,178,805	-	-	-	-	-	-	-	-	-		
Balance Sheet Adjustments														
Balance Sheet Adjustments	5,339	65,377	(16,529)											
Ending Cash Balance														
Ending Cash Balance	25,730,115	25,178,805	24,816,422	-	-	-	-	-	-	-	-	-		

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

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

Period Ending: March 2023

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget	% of Budget
Memo Items																	
PROPERTY TAX TOTAL																	
var	REAL ESTATE TAX-CIVIL CITY	var						-	-	-	-	-	-	-	-	15,677,193	0%
var	REAL ESTATE TAX-TIF DISTRICTS	var						-	-	-	-	-	-	-	-	1,841,409	0%
	OTHER TAXES TOTAL		-	-	-	-	-	-	-	-	-	-	-	-	-	17,518,602	0%
OTHER TAXES TOTAL																	
var	LOCAL SALES TAX	var	1,157,380	1,134,252	1,246,328	-	-	-	-	-	-	-	-	-	3,537,960	13,501,160	26%
var	STATE SALES TAX	var	1,168,660	1,127,485	1,289,943	-	-	-	-	-	-	-	-	-	3,586,088	14,061,840	26%
	OTHER TAXES TOTAL		2,326,039	2,261,737	2,536,272	-	-	-	-	-	-	-	-	-	7,124,048	27,563,000	26%
GENERAL FUND																	
GENERAL GOV TAXES																	
301103	PROPERTY TAX	10						-	-	-	-	-	-	-	-	11,940,000	0%
301106	MOBILE HOME PRIVELEGE TAX	10						-	-	-	-	-	-	-	-	14,000	0%
301201	STATE SALES TAX	10	1,155,830	1,114,655	1,277,113	-	-	-	-	-	-	-	-	-	3,547,598	13,914,000	25%
301202	TELEPHONE UTILITY TAX	10	100,718	101,222	121,496	-	-	-	-	-	-	-	-	-	323,436	1,183,000	27%
301203	FOOD & BEVERAGE TAX	10	349,168	310,308	314,152	-	-	-	-	-	-	-	-	-	973,628	3,997,000	24%
301204	HOTEL AND MOTEL TAX	10	71,531	89,816	74,851	-	-	-	-	-	-	-	-	-	236,198	1,152,000	21%
301205	LOCAL SALES TAX	10	1,142,635	1,119,507	1,231,583	-	-	-	-	-	-	-	-	-	3,493,725	13,334,000	26%
301206	AVIATION FUEL TAX	10	1,191	2,212	1,079	-	-	-	-	-	-	-	-	-	4,481	8,000	56%
301207	LOCAL USE TAX	10	253,475	267,197	323,206	-	-	-	-	-	-	-	-	-	843,879	3,020,000	28%
301208	AUTO RENTAL TAX	10	4,404	4,341	4,686	-	-	-	-	-	-	-	-	-	13,432	48,000	28%
301209	UTILITY TAX - ELECTRIC & GAS	10	494,772	511,814	459,507	-	-	-	-	-	-	-	-	-	1,466,093	5,337,000	27%
301210	VIDEO GAMING TAX	10	187,712	194,632	192,027	-	-	-	-	-	-	-	-	-	574,372	2,386,000	24%
301302	CABLE TV TAX	10	11,674	228,468	-	-	-	-	-	-	-	-	-	-	240,141	1,034,000	23%
	Sub Total		3,773,110	3,944,173	3,999,700	-	-	-	-	-	-	-	-	-	11,716,983	57,367,000	20%
GENERAL GOVERNMENT (INTERGOV)																	
302102	LOCAL REPLACEMENT TAX	10	2,484	-	41,670	-	-	-	-	-	-	-	-	-	44,154	56,000	79%
302104	STATE REPLACEMENT TAX	10	538,022	-	266,524	-	-	-	-	-	-	-	-	-	804,546	2,000,000	40%
302105	STATE INCOME TAX	10	1,049,580	1,037,782	614,640	-	-	-	-	-	-	-	-	-	2,702,001	11,874,000	23%
302106	FEDERAL GRANTS	10	-	-	-	-	-	-	-	-	-	-	-	-	-	350,000	0%
302107	STATE GRANTS OR OTHER	10	-	-	-	-	-	-	-	-	-	-	-	-	-	150,000	0%
302114	POLICE OT REIMBURSEMENTS	10	2,821	16,566	8,473	-	-	-	-	-	-	-	-	-	27,861	89,000	-
302121	CANNABIS TAX	10	8,951	8,922	8,729	-	-	-	-	-	-	-	-	-	26,602	119,000	0%
308879	ADDI REIMBURSEMENT	10	480	110	50,000	-	-	-	-	-	-	-	-	-	50,590	-	-
	Sub Total		1,602,338	1,063,380	990,036	-	-	-	-	-	-	-	-	-	3,655,754	14,638,000	25%
GEN GOVERNMENT SERVICE CHARGE																	
303607	PAYMENT IN LIEU OF TAXES	10	171,795	171,795	171,795	-	-	-	-	-	-	-	-	-	515,385	2,062,116	25%
303608	RISK & EE BENEFIT SERVICES	10	19,734	19,734	19,734	-	-	-	-	-	-	-	-	-	59,202	252,600	23%
303621	ADMIN SERVICES	10	188,066	188,066	188,066	-	-	-	-	-	-	-	-	-	564,198	2,423,500	23%
303622	PUBLIC WORKS SERVICES	10	143,053	143,053	143,053	-	-	-	-	-	-	-	-	-	429,159	1,646,000	26%
303626	BLDG INSPECTION SERVICES	10	10,375	10,375	10,375	-	-	-	-	-	-	-	-	-	31,125	100,000	31%
303628	SEWER FUND-EPA	10	31,334	31,334	31,334	-	-	-	-	-	-	-	-	-	94,002	371,688	25%
306700	IT SERVICES	10	83,924	83,924	83,924	-	-	-	-	-	-	-	-	-	251,772	1,021,700	25%
306707	CDBG PERSONNEL/EXP REIMB	10	43,191	40,601	42,746	-	-	-	-	-	-	-	-	-	126,538	410,000	31%
306751	HOME PERSONNEL/EXP REIMB	10	1,669	2,079	1,414	-	-	-	-	-	-	-	-	-	5,162	50,000	10%
306753	DUATS PERSONNEL/EXP REIMB	10	-	33,631	-	-	-	-	-	-	-	-	-	-	33,631	200,000	17%
306762	TRANSFER FROM COM. GRANTS	10	7,348	8,958	7,356	-	-	-	-	-	-	-	-	-	23,662	125,000	19%
	Sub Total		700,490	733,550	699,797	-	-	-	-	-	-	-	-	-	2,133,836	8,662,604	25%
GENERAL GOV LICENSES/PERMITS																	
304300	ANIMAL REGISTRATION LATE FEES	10	380	1,235	670	-	-	-	-	-	-	-	-	-	2,285	15,000	15%
304302	GARBAGE HAULERS	10	1,000	-	-	-	-	-	-	-	-	-	-	-	1,000	22,000	5%
304303	CONTRACTOR LICENSES	10	4,550	1,550	1,200	-	-	-	-	-	-	-	-	-	7,300	28,000	26%
304304	LIQUOR LICENSES	10	-	250	3,677	-	-	-	-	-	-	-	-	-	3,927	531,000	1%
304305	RENTAL PROGRAM INCOME	10	-	-	-	-	-	-	-	-	-	-	-	-	-	40,000	0%
304307	OTHER LICENSES	10	5,960	6,461	4,186	-	-	-	-	-	-	-	-	-	16,607	371,000	4%
304401	BUILDING PERMITS	10	15,078	40,376	39,226	-	-	-	-	-	-	-	-	-	94,680	1,250,000	8%
304402	PIER PERMITS	10	65	-	-	-	-	-	-	-	-	-	-	-	65	-	-
	Sub Total		27,033	49,872	48,960	-	-	-	-	-	-	-	-	-	125,864	2,257,000	6%

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

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

Period Ending: March 2023

Div	Month of Fiscal Year	1	2	3	4	5	6	7	8	9	10	11	12	Actual	Revised	% of
	Fund	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	Budget	Budget
GENERAL GOV FINES/FEES																
303301 ON STREET PARKING	10	374	223	298	-	-	-	-	-	-	-	-	-	895	4,000	22%
303302 PARKING LOT 1	10	1,441	1,293	1,389	-	-	-	-	-	-	-	-	-	4,123	13,000	32%
303306 PARKING LOT 10	10	537	644	712	-	-	-	-	-	-	-	-	-	1,894	5,000	38%
303308 GARAGE C	10	7,325	1,367	1,470	-	-	-	-	-	-	-	-	-	10,162	28,000	36%
303310 RESIDENTIAL PARKING	10	900	480	300	-	-	-	-	-	-	-	-	-	1,680	4,000	42%
303312 DOWNTOWN EMPL PARKING PERMITS	10	1,417	1,243	2,102	-	-	-	-	-	-	-	-	-	4,762	20,000	24%
304490 ADMIN COURT FINES	10	2,418	2,620	3,689	-	-	-	-	-	-	-	-	-	8,727	68,000	13%
305500 ADMINISTRATIVE COURT FEES	10	2,108	1,569	1,835	-	-	-	-	-	-	-	-	-	5,512	32,000	17%
305501 COURT FINES	10	15,557	12,810	15,026	-	-	-	-	-	-	-	-	-	43,392	147,000	30%
305502 BOOT FEE	10	70	35	140	-	-	-	-	-	-	-	-	-	245	2,000	12%
305503 WEED CUTTING FEES	10	4,899	1,026	1,833	-	-	-	-	-	-	-	-	-	7,758	42,000	18%
305505 ILLEGAL USE OF VEHICLE	10	32,550	34,525	44,025	-	-	-	-	-	-	-	-	-	111,100	227,000	49%
305506 OVERTIME PARKING FEES	10	5,616	7,116	8,559	-	-	-	-	-	-	-	-	-	21,291	110,000	19%
305507 VARIANCE AND ZONING	10	-	250	250	-	-	-	-	-	-	-	-	-	500	3,000	17%
305513 OTHER FINES AND FEES	10	8,134	6,946	7,404	-	-	-	-	-	-	-	-	-	22,484	64,000	35%
305516 PET CITATIONS	10	217	9,249	3,696	-	-	-	-	-	-	-	-	-	13,163	68,000	19%
305520 TRASH & CLEAN UP FINES	10	4,986	4,930	7,947	-	-	-	-	-	-	-	-	-	17,863	78,000	23%
305521 VACANT PROPERTY FEE	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub Total		88,550	86,325	100,675	-	-	-	-	-	-	-	-	-	275,550	915,000	30%
INVESTMENT																
306700 TRANSFERS FROM OTHER FUNDS	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
309900 BOND OR NOTE PROCEEDS	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
307101 INTEREST INCOME	10	22,284	23,672	24,385	-	-	-	-	-	-	-	-	-	70,341	200,000	35%
307102 POOLED INTEREST	10	-	-	-	-	-	-	-	-	-	-	-	-	-	1,500	0%
307141 INVESTMENT INCOME	10	-	-	-	-	-	-	-	-	-	-	-	-	-	4,000	0%
Sub Total	10	22,284	23,672	24,385	-	-	-	-	-	-	-	-	-	70,341	205,500	34%
GENERAL GOV OTHER INCOME																
303413 AMEREN FRANCHISE PAYMENTS	10	76,759	76,759	76,759	-	-	-	-	-	-	-	-	-	230,278	921,000	25%
303415 PROFESSIONAL STANDARDS	10	-	-	-	-	-	-	-	-	-	-	-	-	-	5,700	0%
303510 ELECTRIC AGGREGATION ADMIN	10	4	3	2	-	-	-	-	-	-	-	-	-	9	35,000	0%
306700 TRANSFER FROM OTHER FUNDS	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
308801 RENTAL OF CITY PROPERTY	10	-	-	-	-	-	-	-	-	-	-	-	-	-	100	0%
308802 SALE OF CITY PROPERTY	10	-	-	-	-	-	-	-	-	-	-	-	-	-	96	0%
308803 SALE OF OTHER PROPERTY	10	-	-	-	-	-	-	-	-	-	-	-	-	-	10,000	0%
308807 DEMOLITION PAYMENTS	10	-	-	-	-	-	-	-	-	-	-	-	-	-	40,000	0%
308810 DAMAGE TO CITY PROPERTY	10	78,476	110	3,306	-	-	-	-	-	-	-	-	-	81,892	43,000	190%
308814 INVENTORY REIMBURSEMENTS	10	1,299	1,230	-	-	-	-	-	-	-	-	-	-	2,529	-	-
308817 NOISE ORDINANCE FINES	10	-	-	-	-	-	-	-	-	-	-	-	-	-	3,000	0%
308890 REIMBURSEMENT OF EXPENSE	10	-	22	3,031	-	-	-	-	-	-	-	-	-	3,053	5,000	61%
308898 BANK RECONCILIATION ADJ	10	-	(451)	-	-	-	-	-	-	-	-	-	-	(451)	9,000	-5%
308899 MISCELLANEOUS INCOME	10	3,670	9,116	6,169	-	-	-	-	-	-	-	-	-	18,955	20,000	95%
Sub Total	10	160,209	86,788	89,268	-	-	-	-	-	-	-	-	-	336,264	1,091,896	31%
PUBLIC SAFETY INTERGOVERNMENT																
302403 FIRE TRAINING REIMBURSEMENT	10	-	-	-	-	-	-	-	-	-	-	-	-	-	17,000	0%
Sub Total	10	-	-	-	-	-	-	-	-	-	-	-	-	-	17,000	0%
PUBLIC SAFETY TRANSFER																
303405 SCHOOL DISTRICT REIMB	10	-	250,642	-	-	-	-	-	-	-	-	-	-	250,642	42,000	597%
310010 FIRE PROGRAMS	10	80	17,312	160	-	-	-	-	-	-	-	-	-	17,552	496,000	4%
Sub Total		80	267,954	160	-	-	-	-	-	-	-	-	-	268,194	538,000	50%
PUBLIC SAFETY FINES & FEES																
305512 FIRE & BURGLAR ALARMS	10	1,790	433	-	-	-	-	-	-	-	-	-	-	2,223	16,000	14%
305514 POLICE RECORDS	10	2,521	1,814	1,426	-	-	-	-	-	-	-	-	-	5,761	19,000	30%
308800 PUBLIC SAFETY LIFT ASSIST FEES	10	-	-	-	-	-	-	-	-	-	-	-	-	-	50,000	0%
Sub Total		4,311	2,246	1,426	-	-	-	-	-	-	-	-	-	7,984	85,000	9%
PROPERTY TAX ROAD & BRIDGE																
301102 ROAD & BRIDGE TAX	10	-	-	-	-	-	-	-	-	-	-	-	-	-	384,000	0%
Sub Total		-	-	-	-	-	-	-	-	-	-	-	-	-	384,000	0%
HIGHWAYS/STREETS INTERGOVERNMENTAL																
302401 STATE ROUTE MAINTENANCE	10	34,526	-	-	-	-	-	-	-	-	-	-	-	34,526	131,000	26%
Sub Total		34,526	-	-	-	-	-	-	-	-	-	-	-	34,526	131,000	26%
303601 MFT REIMB-MSCTRAF SIGNAL	10	36,838	24,770	48,221	-	-	-	-	-	-	-	-	-	109,829	550,000	20%
303606 WATER STREET CUTS	10	29,361	27,251	-	-	-	-	-	-	-	-	-	-	56,612	255,000	22%
Sub Total		66,199	52,021	48,221	-	-	-	-	-	-	-	-	-	166,441	805,000	21%
General Fund Total		6,479,130	6,309,981	6,002,627	-	-	-	-	-	-	-	-	-	18,791,739	87,097,000	22%

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

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

Period Ending: March 2023

Month of Fiscal Year		1	2	3	4	5	6	7	8	9	10	11	12	Actual	Revised	% of
Div	Fund	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	Budget	Budget
Other Funds																
various	COMMUNITY GRANT	16	1,148	-	-	-	-	-	-	-	-	-	-	1,148	138,000	1%
various	HOME PROGRAM	17	38,168	1,321	11,767	-	-	-	-	-	-	-	-	51,257	1,436,000	4%
various	CDBG	18	61,595	3,590	110,281	-	-	-	-	-	-	-	-	175,466	2,679,188	7%
various	OLDE TOWNE TIF	19	176	183	168	-	-	-	-	-	-	-	-	527	1,067,653	0%
various	WABASH CROSSING TIF	21	1,457	1,516	1,392	-	-	-	-	-	-	-	-	4,365	346,753	1%
various	DUATS	22	24	96,715	49	-	-	-	-	-	-	-	-	96,788	421,000	23%
various	EASTGATE TIF	23	18,909	18,929	18,927	-	-	-	-	-	-	-	-	56,765	379,131	15%
various	SOUTHSIDE TIF	24	133	138	127	-	-	-	-	-	-	-	-	397	51,103	1%
various	STATE DRUG ENFORCEMENT	25	35,126	19,977	353	-	-	-	-	-	-	-	-	55,456	103,500	54%
various	DUI COURT FINES	26	6,134	4,946	4,598	-	-	-	-	-	-	-	-	15,678	107,100	15%
various	POLICE PROGRAMS/LAB	27	147	139	218	-	-	-	-	-	-	-	-	504	1,800	28%
various	PINES SHOPPING CENTER TIF	28	3,158	3,163	3,159	-	-	-	-	-	-	-	-	9,480	114,208	8%
various	GRAND & OAKLAND TIF	29	5,895	5,906	5,897	-	-	-	-	-	-	-	-	17,698	205,561	9%
various	FEDERAL DRUG ENFORCEMENT	30	178	100,256	238	-	-	-	-	-	-	-	-	100,672	85,200	118%
various	BUILDING FUND	34	51,868	201,843	51,784	-	-	-	-	-	-	-	-	305,495	739,583	41%
various	LIBRARY OPERATIONS	35	210,557	48,941	132,834	-	-	-	-	-	-	-	-	392,332	5,551,754	7%
various	BAND	36	1,090	2,438	2,654	-	-	-	-	-	-	-	-	6,181	83,040	7%
various	FOREIGN FIRE INSURANCE	37	269	247	248	-	-	-	-	-	-	-	-	765	185,550	0%
various	PEG PROJECTS	40	2,419	11,459	81	-	-	-	-	-	-	-	-	13,959	68,543	20%
various	LOCAL STREETS & ROADS	42	154,526	143,323	138,563	-	-	-	-	-	-	-	-	436,413	1,840,000	24%
various	2018 PROJECT FUND	44	410	299	158	-	-	-	-	-	-	-	-	867	770	113%
various	CAPITAL STREET PROJECTS	45	31	356,191	38	-	-	-	-	-	-	-	-	356,260	3,330,000	11%
various	MFT PROJECTS	46	279,706	225,330	257,856	-	-	-	-	-	-	-	-	762,892	4,381,500	17%
various	DEBT SERVICE	50	18,006	1,834,573	18,340	-	-	-	-	-	-	-	-	1,870,919	2,669,449	70%
various	LIBRARY CAPITAL	58	763	741	681	-	-	-	-	-	-	-	-	2,185	950,700	0%
various	LIBRARY TRUST FUNDS	59	376	119	407	-	-	-	-	-	-	-	-	902	9,000	10%
various	FLEET MAINTENANCE	60	291,784	276,599	286,437	-	-	-	-	-	-	-	-	854,820	3,246,884	26%
various	EQUIPMENT REPLACEMENT	61	(678)	20,911	(829)	-	-	-	-	-	-	-	-	19,404	4,250,500	0%
various	RISK MANAGEMENT	64	339,848	340,190	351,294	-	-	-	-	-	-	-	-	1,031,332	4,059,600	25%
various	EMPLOYEE BENEFIT	65	897,060	956,986	1,303,554	-	-	-	-	-	-	-	-	3,157,600	13,316,273	24%
various	PUBLIC TRANSIT	70	2,364,699	67,739	1,029,465	-	-	-	-	-	-	-	-	3,461,903	17,973,575	19%
various	FIBER OPTICS	77	7,735	383,744	7,429	-	-	-	-	-	-	-	-	398,908	500,550	80%
various	STORMWATER PROJECTS	78	129,878	224,633	131,518	-	-	-	-	-	-	-	-	486,029	1,928,969	25%
various	SEWER PROJECTS	79	642,339	628,425	682,108	-	-	-	-	-	-	-	-	1,952,873	7,018,000	28%
various	WATER	80	2,640,715	2,699,728	2,612,198	-	-	-	-	-	-	-	-	7,952,640	33,408,669	24%
various	WATER CAPITAL	81	11,919	351,006	10,376	-	-	-	-	-	-	-	-	373,301	5,500,000	7%
various	DCDF	82	1,518	1,524	1,548	-	-	-	-	-	-	-	-	4,590	18,000	26%
various	COMMUNITY REVITALIZATION	84	11,676	12,319	9,473	-	-	-	-	-	-	-	-	33,468	1,238,420	3%
various	GRANTS	85	116	121	494,025	-	-	-	-	-	-	-	-	494,262	6,100,000	8%
various	RECYCLING	88	56,771	53,264	68,224	-	-	-	-	-	-	-	-	178,259	725,000	25%
various	WATER BOND FUND	89	40,532	20,046	59,380	-	-	-	-	-	-	-	-	119,957	-	-
various	FIRE PENSION	90	(2,153,754)	5,022,249	(2,137,029)	-	-	-	-	-	-	-	-	731,465	9,850,556	7%
various	POLICE PENSION	91	(1,985,934)	5,960,004	(2,347,416)	-	-	-	-	-	-	-	-	1,626,654	13,410,684	12%
various	AMERICAN RESCUE PLAN	99	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Grand Total Revenues		10,667,622	26,411,753	9,325,199	-	-	-	-	-	-	-	-	-	46,404,574	236,588,766	20%

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

[home](#)

Net Assessed Value \$: 941,610,236 not certified
City Tax Rate: 1.62733% not certified

Assessed Value Year
Pay Year

2022
2023
In Process

note	Tax Levy Item	Fund	Net Assessed	input	input	input	Billed
			Value	Tax Rate	Tax Levy \$ Amount	Extension \$ Amount	
			not certified	certified	ordinance	not certified	not certified
	General Obligation Bond Debt	50	941,610,236	0.06945%	653,928.00	653,928.00	653,928.00
	General Purpose	10	941,610,236	0.00000%	-	-	-
	Fire Pension	10	941,610,236	0.64783%	6,100,000.00	6,100,000.00	6,100,000.00
	Police Pension	10	941,610,236	0.58729%	5,530,000.00	5,530,000.00	5,530,000.00
	City Library	35	941,610,236	0.31568%	2,972,500.00	2,972,500.00	2,972,500.00
	Municipal Band	36	941,610,236	0.00708%	66,700.00	66,700.00	66,700.00
	Public Transit	70					
	xxxxx	xx					
1	Total City		941,610,236	1.62733%	15,323,128.00	15,323,128.00	15,323,128.00
			ok	ok	ok	ok	ok
	TIF District (tax code district)		AV Increment Value	input Tax Rate	input AV Increment \$ Amount	input Extension \$ Amount	input Billed \$ Amount
			not certified	certified		not certified	not certified
	ZTF3 Pines TIF (4062)	28	781,248	0.00000%	-	-	-
	ZTF5 Olde Towne TIF (4555)	19	11,326,813	0.00000%	-	-	-
	ZTF6 Near North TIF (4455)	21	3,531,077	0.00000%	-	-	-
	ZTF8 Eastgate TIF (9543)	23	1,684,970	0.00000%	-	-	-
	ZTF0 Grand & Oakland (4062)	29	1,361,874	0.00000%	-	-	-
	ZTFA SS Redevelopment (xxxx)	24	517,439	0.00000%	-	-	-
	xxxxx	xx	-	0.00000%	-	-	-
2	Redevelopment TIF		19,203,421		-	-	-
			ok		ok	ok	ok
	Total Property Tax Levy				15,323,128.00	15,323,128.00	15,323,128.00

Note(s)

- 1 Data per City of Decatur 2022 Tax Levy - certification and extension dated May xx, 2023 certified May xx, 2023 received by City May xx, 2023
- 2 Data per Macon County - AV increment, Tax Rates, certification and extension dated May xx, 2023 received by City May xx, 2023

Prepared By:
Office of the City Treasurer

home

2022
2023
In Process

Node(s)	
1	Payment received xx/xx/2023 from Macon County Treasurer with ACH EFT xxx dated xxxxx xx, 2023
2	Payment received xx/xx/2023 from Macon County Treasurer with ACH EFT xxx dated xxxxx xx, 2023
3	Payment received xx/xx/2023 from Macon County Treasurer with ACH EFT xxx dated xxxxx xx, 2023
4	Payment received xx/xx/2023 from Macon County Treasurer with ACH EFT xxx dated xxxxx xx, 2023
5	Payment received xx/xx/2023 from Macon County Treasurer with ACH EFT xxx dated xxxxx xx, 2023
6	Payment received xx/xx/2023 from Macon County Treasurer with ACH EFT xxx dated xxxxx xx, 2023
7	Payment received xx/xx/2023 from Macon County Treasurer with ACH EFT xxx dated xxxxx xx, 2023

Decatur Road & Bridge Tax Distribution	10-0831-301102
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Footnote (Not a part of City Tax Levy)

Prepared By:
Office of the City Treasurer

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

March 2023

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Original Budget	Revised Budget	YTD % of Budget
General Government																		
010	LEGISLATIVE	10	2,791	13,296	4,199	-	-	-	-	-	-	-	-	-	20,287	64,463	64,463	31%
015	EXECUTIVE	10	72,183	54,152	82,419	-	-	-	-	-	-	-	-	-	208,754	770,672	770,672	27%
016	HUMAN RESOURCES	10	45,270	45,750	69,813	-	-	-	-	-	-	-	-	-	160,833	623,556	623,556	26%
017	INFORMATION TECHNOLOGIES	10	109,915	128,607	134,022	-	-	-	-	-	-	-	-	-	372,544	2,052,613	2,052,613	18%
018	DATA & COMMUNICATIONS	10	22,224	38,806	38,201	-	-	-	-	-	-	-	-	-	99,231	526,284	526,284	19%
020	LEGAL	10	103,406	76,105	99,237	-	-	-	-	-	-	-	-	-	278,749	1,014,417	1,014,417	27%
035	FINANCE	10	127,595	113,476	165,517	-	-	-	-	-	-	-	-	-	406,589	1,764,361	1,764,361	23%
037	PURCHASING	10	16,202	16,561	33,737	-	-	-	-	-	-	-	-	-	66,500	214,114	214,114	31%
038	CIVIC CENTER	10	54,216	17,185	50,719	-	-	-	-	-	-	-	-	-	122,120	558,760	558,760	22%
039	CITY GENERAL ADMINISTRATIVE	10	648,568	2,481,673	58,204	-	-	-	-	-	-	-	-	-	3,188,444	11,106,750	11,106,750	29%
040	CENTRAL BUSINESS DISTRICT	10	2,291	3,136	74,338	-	-	-	-	-	-	-	-	-	79,764	407,500	407,500	20%
Sub Total			1,204,660	2,988,748	810,406	-	-	-	-	-	-	-	-	-	5,003,814	19,103,490	19,103,490	26%
Community & Economic Development Services																		
050	PLANNING & SUSTAINABILITY	10	43,529	56,989	92,826	-	-	-	-	-	-	-	-	-	193,344	682,245	682,245	28%
052	BUILDING INSPECTIONS	10	61,371	62,316	96,606	-	-	-	-	-	-	-	-	-	220,293	830,764	830,764	27%
053	NEIGHBORHOOD INSPECTIONS	10	69,650	73,744	105,330	-	-	-	-	-	-	-	-	-	248,725	1,666,078	1,666,078	15%
054	REVITALIZATION & HOUSING	10	44,282	45,288	68,294	-	-	-	-	-	-	-	-	-	157,864	734,545	734,545	21%
055	ECONOMIC DEVELOPMENT	10	70,000	3,100	53	-	-	-	-	-	-	-	-	-	73,153	373,907	373,907	20%
Sub Total			288,832	241,438	363,109	-	-	-	-	-	-	-	-	-	893,379	4,287,539	4,287,539	21%
Public Safety																		
065	POLICE	10	2,458,290	1,864,157	2,608,030	-	-	-	-	-	-	-	-	-	6,930,476	32,097,738	32,097,738	22%
070	FIRE	10	1,192,135	1,097,502	1,607,985	-	-	-	-	-	-	-	-	-	3,897,623	22,735,698	22,735,698	17%
Sub Total			3,650,425	2,961,659	4,216,015	-	-	-	-	-	-	-	-	-	10,828,099	54,833,436	54,833,436	20%
Public Works																		
080	PUBLIC WORKS ADMIN	10	26,750	26,309	36,941	-	-	-	-	-	-	-	-	-	89,999	531,699	531,699	17%
082	ENGINEERING	10	91,327	86,040	138,130	-	-	-	-	-	-	-	-	-	315,496	1,408,068	1,408,068	22%
083	MUNICIPAL SERVICES	10	416,508	385,976	476,287	-	-	-	-	-	-	-	-	-	1,278,770	5,260,111	5,260,111	24%
084	STREETS	10	103,032	89,136	93,798	-	-	-	-	-	-	-	-	-	285,966	1,262,881	1,262,881	23%
086	TRAFFIC & PARKING	10	111,345	109,397	127,913	-	-	-	-	-	-	-	-	-	348,655	1,361,493	1,361,493	26%
088	LAND & BUILDING MGMT	10	41,613	37,966	85,883	-	-	-	-	-	-	-	-	-	165,463	813,283	813,283	20%
Sub Total			790,575	734,823	958,951	-	-	-	-	-	-	-	-	-	2,484,349	10,637,535	10,637,535	23%
General Fund Expenditure Total			5,934,492	6,926,668	6,348,482	-	-	-	-	-	-	-	-	-	19,209,642	88,862,000	88,862,000	22%
Community & Economic Development																		
16	COMMUNITY GRANT	16	266	-	249	-	-	-	-	-	-	-	-	-	515	138,000	138,000	0%
17	HOME PROGRAM	17	36,977	5,936	4,956	-	-	-	-	-	-	-	-	-	47,869	1,225,875	1,225,875	4%
18	CDBG PROGRAM	18	64,159	46,478	66,835	-	-	-	-	-	-	-	-	-	177,472	2,666,797	2,666,797	7%
22	DUATS	22	9,699	42,943	23,115	-	-	-	-	-	-	-	-	-	75,757	421,000	421,000	18%
70	PUBLIC TRANSIT	70	645,842	785,791	844,929	-	-	-	-	-	-	-	-	-	2,276,561	17,446,823	17,446,823	13%
82	DCOF	82	631	11	2,776	-	-	-	-	-	-	-	-	-	3,418	174,700	174,700	2%
84	COMMUNITY REVITALIZATION	84	144,968	335,511	592,508	-	-	-	-	-	-	-	-	-	1,072,987	9,550,000	9,550,000	11%
88	RECYCLING	88	78,363	44,709	75,767	-	-	-	-	-	-	-	-	-	198,839	592,185	592,185	34%
Sub Total			980,906	1,261,379	1,611,133	-	-	-	-	-	-	-	-	-	3,853,418	32,215,380	32,215,380	12%
Redevelopment & TIF																		
19	OLDE TOWNE TIF	19	-	-	-	-	-	-	-	-	-	-	-	-	-	1,078,386	1,078,386	0%
21	WABASH CROSSING TIF	21	-	-	-	-	-	-	-	-	-	-	-	-	-	346,753	346,753	0%
23	EASTGATE TIF	23	-	-	-	-	-	-	-	-	-	-	-	-	-	350,000	350,000	0%
24	SOUTHSIDE TIF	24	-	-	-	-	-	-	-	-	-	-	-	-	-	51,103	51,103	0%
28	PINES SHOPPING CENTER TIF	28	-	-	-	-	-	-	-	-	-	-	-	-	-	110,000	110,000	0%
29	GRAND & OAKLAND TIF	29	-	-	-	-	-	-	-	-	-	-	-	-	-	205,561	205,561	0%
Sub Total			-	-	-	-	-	-	-	-	-	-	-	-	-	2,141,803	2,141,803	0%

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

March 2023

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Original Budget	Revised Budget	YTD % of Budget
Public Safety																		
25	STATE DRUG ACTIVITIES	25	2,842	11,200	-										14,042	100,000	100,000	14%
26	DUI COURT FINES	26	456	1,497	1,682										3,635	104,000	104,000	3%
27	POLICE PROGRAMS/LAB	27	-	-	-										-	25,000	25,000	0%
30	FEDERAL DRUG ENFORCEMENT	30	-	-	2,100										2,100	85,000	85,000	2%
37	FOREIGN FIRE INSURANCE	37	17,435	26,191	29,146										72,771	185,550	185,550	39%
Sub Total			20,733	38,887	32,928	-	-	-	-	-	-	-	-	-	92,549	499,550	499,550	19%
Debt Service																		
50	DEBT SERVICE PAYMENTS	50	-	1,312,369	-	-	-	-	-	-	-	-	-	-	1,312,369	2,707,230	2,707,230	48%
Sub Total			-	1,312,369	-	-	-	-	-	-	-	-	-	-	1,312,369	2,707,230	2,707,230	48%
Public Works																		
42	LOCAL MFT PROJECTS	42	523	558,482	-	-	-	-	-	-	-	-	-	-	559,005	3,179,971	3,179,971	18%
44	2018 PROJECT FUND	44	-	341,222	-	-	-	-	-	-	-	-	-	-	341,222	900,000	900,000	38%
45	CAPITAL PROJECTS	45	33,751	323,737	4,630	-	-	-	-	-	-	-	-	-	362,119	3,330,000	3,330,000	11%
46	STATE MFT PROJECTS	46	348,449	33,433	339,760	-	-	-	-	-	-	-	-	-	721,642	5,943,154	5,943,154	12%
60	FLEET OPERATIONS	60	169,124	238,868	222,260	-	-	-	-	-	-	-	-	-	630,252	3,117,421	3,117,421	20%
61	EQUIPMENT REPLACEMENT	61	115,475	282,130	318,201	-	-	-	-	-	-	-	-	-	715,806	5,252,000	5,252,000	14%
78	STORM WATER PROJECTS	78	84,904	66,121	135,294	-	-	-	-	-	-	-	-	-	286,320	3,092,392	3,092,392	9%
79	SEWER PROJECTS	79	974,785	649,208	735,395	-	-	-	-	-	-	-	-	-	2,359,388	14,452,128	14,452,128	16%
Sub Total			1,727,011	2,493,202	1,755,540	-	-	-	-	-	-	-	-	-	5,975,753	39,267,066	39,267,066	15%
Library																		
35	LIBRARY OPERATIONS	35	316,724	319,475	441,279	-	-	-	-	-	-	-	-	-	1,077,478	5,518,850	5,518,850	20%
58	LIBRARY CAPITAL PROJECTS	58	141,480	-	-	-	-	-	-	-	-	-	-	-	141,480	1,250,000	1,250,000	11%
59	LIBRARY TRUST FUNDS	59	1,206	269	744	-	-	-	-	-	-	-	-	-	2,219	120,000	120,000	2%
Sub Total			459,410	319,744	442,023	-	-	-	-	-	-	-	-	-	1,221,176	6,888,850	6,888,850	18%
Internal Service and Other																		
34	BUILDING FUND	34	71,840	171,036	250,492	-	-	-	-	-	-	-	-	-	493,368	871,923	871,923	57%
36	BAND	36	2,048	636	217	-	-	-	-	-	-	-	-	-	2,901	82,102	82,102	4%
40	PEG CAPITAL PROGRAMMING	40	2,686	8,790	2,190	-	-	-	-	-	-	-	-	-	13,665	88,963	88,963	15%
64	RISK MANAGEMENT	64	288,302	36,614	232,845	-	-	-	-	-	-	-	-	-	557,760	3,958,988	3,958,988	14%
65	BENEFIT INSURANCE	65	1,129,636	1,132,736	1,010,939	-	-	-	-	-	-	-	-	-	3,273,311	14,028,689	14,028,689	23%
77	FIBER OPTICS	77	(72,580)	57,150	8,998	-	-	-	-	-	-	-	-	-	(6,431)	1,306,920	1,306,920	0%
85	GRANT FUND	85	-	-	11,385	-	-	-	-	-	-	-	-	-	11,385	6,000,000	6,000,000	0%
99	AMERICAN RESCUE PLAN	99	68,967	1,846	5,108	-	-	-	-	-	-	-	-	-	75,921	1,509,300	1,509,300	5%
Sub Total			1,490,899	1,408,808	1,522,174	-	-	-	-	-	-	-	-	-	4,421,880	27,846,885	27,846,885	16%
Water Utility																		
80	WATER UTILITY	80	1,308,406	10,216,812	1,543,642	-	-	-	-	-	-	-	-	-	13,068,860	32,777,472	32,777,472	40%
81	WATER CAPITAL	81	1,575,887	1,466,826	1,254,073	-	-	-	-	-	-	-	-	-	4,296,786	7,415,160	7,415,160	58%
89	2022 BOND FUND	89	55,798	-	367,487	-	-	-	-	-	-	-	-	-	423,285	14,279,569	14,279,569	3%
Sub Total			2,940,091	11,683,638	3,165,202	-	-	-	-	-	-	-	-	-	17,788,930	54,472,201	54,472,201	33%
Fudiciary Trust & Agency																		
90	FIRE PENSION	90	817,419	796,726	804,855	-	-	-	-	-	-	-	-	-	2,419,000	9,610,877	9,610,877	25%
91	POLICE PENSION	91	921,553	976,696	951,135	-	-	-	-	-	-	-	-	-	2,849,383	10,021,643	10,021,643	28%
Sub Total			1,738,973	1,773,422	1,755,989	-	-	-	-	-	-	-	-	-	5,268,383	19,632,520	19,632,520	27%
Grand Total Expenditures			15,292,514	27,218,116	16,633,471	-	-	-	-	-	-	-	-	-	59,144,101	274,533,485	274,533,485	22%

City of Decatur

Water Utility Financial Report

Operating Fund Statement of Revenue and Expense

home	US\$ (whole)	Current Month Actual	Current Month Budget	O(U) Budget	Prior Year MTD Actual	O(U) Prior Year
Revenue						
Water Sales		2,556,057	2,562,107	(6,050)	2,521,253	34,804
UCS Billing Reimb		11,905	13,722	(1,817)	13,069	(1,164)
Tapping Fees		4,375	722	3,653	885	3,490
Lake Lic. / Permits		-	-	-	-	-
Interest/Investment Income		2,588	232	2,356	-	2,588
Other Income		37,273	110,649	(73,376)	492,867	(455,594)
Total Revenue		2,612,198	2,687,432	(75,234)	3,028,074	(415,876)
Cost of Service						
801 Water Production		635,752	542,944	92,809	537,692	98,060
804 Water Services		341,858	382,623	(40,765)	350,350	(8,493)
Total Cost of Service		977,610	925,566	52,043	888,042	89,567
% of Revenue		37.4%	34.4%		29.3%	
Water Gross Margin		1,634,588	1,761,865	(127,278)	2,140,031	(505,444)
% of Revenue		62.6%	65.6%		70.7%	
Operating Expense						
802 Lake Management		124,565	125,921	(1,357)	80,989	43,576
803 Water Administration		354,536	425,890	(71,354)	372,280	(17,745)
805 Customer Service		86,431	96,976	(10,545)	82,454	3,978
Total Operating Expense		565,532	648,787	(83,256)	535,723	29,809
% of Revenue		21.6%	24.1%		17.7%	
Margin Before Debt Service		1,069,056	1,113,078	(44,022)	1,604,309	(535,253)
% of Revenue		40.9%	41.4%		53.0%	
Debt Service						
808 GO Bond Debt		500	443	57	450	50
809 IEPA - Nitrate Facility		-	-	-	-	-
80B IEPA - Water Tower		-	-	-	-	-
80C JCI - Auto Water Meter		-	-	-	-	-
Total Debt Service		500	443	57	450	50
% of Revenue		0.0%	0.0%		0.0%	
Operating Income		1,068,556	1,112,635	(44,079)	1,603,859	(535,303)
% of Revenue		40.9%	41.4%		53.0%	
Transfer to Capital						
CapEx Funding		-	-	-	-	-
Income after Capital Transfer		1,068,556	1,112,635	(44,079)	1,603,859	(535,303)
% of Revenue		40.9%	41.4%		53.0%	

Balance Sheet Items (Operating Fund)					
Cash	4,329,578			3,681,953	
Interfund AR	-			-	
Investments	-			-	
Total Cash & Investments	4,329,578			3,681,953	
Accounts Receivable	2,639,648			4,634,922	

Month of: **March 2023**

Current YTD Actual	Current YTD Budget	O(U) Budget	Prior YTD Actual	O(U) Prior Year
7,799,294	7,593,192	206,101	7,472,116	327,178
35,715	41,167	(5,452)	39,207	(3,492)
4,375	8,690	(4,315)	10,650	(6,275)
67	527	(460)	497	(430)
15,254	232	15,023	-	15,254
97,935	168,730	(70,795)	566,336	(468,401)
7,952,640	7,812,538	140,102	8,088,805	(136,165)
1,556,430	1,296,770	259,661	1,286,944	269,486
905,171	974,219	(69,048)	892,433	12,739
2,461,602	2,270,989	190,612	2,179,377	282,225
31.0%	29.1%		26.9%	
5,491,039	5,541,549	(50,510)	5,909,428	(418,389)
69.0%	70.9%		73.1%	
292,464	395,058	(102,594)	248,046	44,418
1,043,859	1,247,741	(203,882)	1,101,335	(57,476)
227,294	270,689	(43,395)	231,638	(4,344)
1,563,617	1,913,488	(349,871)	1,581,019	(17,403)
19.7%	24.5%		19.5%	
3,927,422	3,628,061	299,361	4,328,409	(400,987)
49.4%	46.4%		53.5%	
8,064,903	6,643,392	1,421,511	6,752,109	1,312,794
-	-	-	-	-
180,840	180,841	(0)	180,840	-
797,898	805,969	(8,071)	778,295	19,602
9,043,641	7,630,202	1,413,440	7,711,245	1,332,396
113.7%	97.7%		95.3%	
(5,116,219)	(4,002,141)	(1,114,078)	(3,382,836)	(1,733,383)
-64.3%	-51.2%		-41.8%	
-	-	-	-	-
(5,116,219)	(4,002,141)	(1,114,078)	(3,382,836)	(1,733,383)
-64.3%	-51.2%		-41.8%	

Prepared By:

Office of the City Treasurer

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

Month of: **March 2023**

	Current Month Actual	Current YTD Actual	Current YTD Budget	O(U) Budget	Full Year Budget	Comments
Revenue						
CapEx Funding	-	-	-	-	2,000,000	CapEx funding from Water Operating Fund
ADM Cost Share	-	-	-	-	1,000,000	Actual ADM cost share
Grants		38,932	-	38,932	200,000	
Other	10,376	334,369	-	334,369	2,300,000	Other Transfers
Total Revenue	10,376	373,301	-	373,301	5,500,000	
CapEx Project Spending						
Operating CapEx	-	-	-	-	430,000	81808112 423700
Professional Services	1,473	4,454	38,696	(34,242)	558,000	81808118 428000
Automotive Equipment	-	-	153,118	(153,118)	556,393	81808118 451000
Other Equipment	-	-	-	-	377,902	81808118 452000
System leak detection	-	-	-	-	34,848	81808118 486300
Water Main Replacement	212,219	1,236,864	53,674	1,183,189	-	81808118 488800
Water System Improvements	-	-	173,333	(173,333)	537,500	81808118 497000
SWTP Improvements	966,833	2,756,649	10,393	2,746,256	6,215,000	81808118 499200
Lake cap operating	7,297	128,409	189,522	(61,113)	865,183	81808122 423700
Lake cap land acq	-	-	-	-	100,000	81808128 450100
Lake cap additional water	66,250	170,410	-	170,410	695,000	81808128 488900
Water Distribution System	-	-	-	-	-	
Total CapEx Spending	1,254,073	4,296,786	618,736	3,678,049	10,369,826	
Surplus (Deficit)	(1,243,697)	(3,923,484)	(618,736)		(4,869,826)	

Capital Fund Cash Position

Cash Position Start of Month	3,291,637	
Cash Position Close of Month	2,047,939	
Interfund AR	481,816	Due to Water Capital fund from Capital Fund 45

Prepared By: Office of the City Treasurer

City of Decatur
Water Utility Financial Report
Key Metrics

home

March 2023

Change the formulas in row "R" for the current month!

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year	YTD Comparison
Current Year														
Water Bill Count														
Original Bills														
Residential	26,045	24,570	29,767										80,382	
Industrial	30	30	30										90	
Commercial	2,641	2,459	2,980										8,080	
Total	28,716	27,059	32,777	-	-	-	-	-	-	-	-	-	88,552	98.5%
Delinquent Bills														
Residential	7,399	6,442	7,849										21,690	
Industrial	-	-	1										1	
Commercial	452	365	417										1,234	
Total	7,851	6,807	8,267	-	-	-	-	-	-	-	-	-	22,925	98.6%
Total Bill Count	36,567	33,866	41,044	-	-	-	-	-	-	-	-	-	111,477	98.5%
Cubit Feet Consumption Billed														
Residential	11,188,618	10,200,018	11,181,561										32,570,197	99.1%
Industrial	41,752,330	45,530,232	39,297,719										126,580,281	101.2%
Commercial	9,746,511	9,514,979	9,438,037										28,699,527	98.5%
Total	62,687,459	65,245,229	59,917,317	-	-	-	-	-	-	-	-	-	187,850,005	100.4%
Water Shut Offs	397	578	624										1,599	82.2%
Customer Service Telephone Calls	4,761	4,507	5,297										14,565	99.5%
Water Billed \$														
Residential	713,684	655,213	734,445										\$ 2,103,342	101.4%
Industrial	1,180,971	1,274,432	1,120,980										\$ 3,576,383	105.0%
Commercial	531,637	512,087	538,180										\$ 1,581,904	102.1%
Total	\$ 2,426,292	\$ 2,441,732	\$ 2,393,604										\$ 7,261,628	103.3%
Penalty \$	\$ 12,708	\$ 12,183	\$ 28,499										\$ 53,390	121.6%
Total Billed	\$ 2,439,000	\$ 2,453,914	\$ 2,422,104	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,315,018	103.4%
Raw Water Gallonage Billed														
Gallons (000)	417,880	430,520	384,500										1,232,900	140.0%
\$ Billed	130,629	134,580	120,195										\$ 385,404	143.4%
Water Billed vs Cash Receipts														
Billed \$	2,426,292	2,588,495	2,542,298										\$ 7,557,085	104.4%
Cash Revenue \$	2,618,861	2,624,376	2,556,057										\$ 7,799,294	104.4%
% Cash to Billed	108%	101%	101%	-	-	-	-	-	-	-	-	-	103.2%	
Prior Year 2022														
Water Bill Count														
Original Bills														
Residential	27,110	24,647	29,930	25,326	26,392	27,154	26,104	27,548	25,994	25,913	25,241	28,176	319,535	
Industrial	30	30	30	30	30	30	30	30	30	30	30	30	360	
Commercial	2,696	2,456	2,973	2,527	2,650	2,749	2,587	2,757	2,666	2,591	2,569	2,793	32,014	
Total	29,836	27,133	32,933	27,883	29,072	29,933	28,721	30,335	28,690	28,534	27,840	30,999	351,909	100.4%
Delinquent Bills														
Residential	7,699	6,189	8,220	7,626	7,117	7,730	7,259	8,562	7,450	7,173	5,802	7,613	88,440	
Industrial	1	1	-	2	-	-	-	-	-	-	-	-	4	
Commercial	389	373	383	411	415	487	424	521	379	397	355	439	4,973	
Total	8,089	6,563	8,603	8,039	7,532	8,217	7,683	9,083	7,829	7,570	6,157	8,052	93,417	162.1%
Total Bill Count	37,925	33,696	41,536	35,922	36,604	38,150	36,404	39,418	36,519	36,104	33,997	39,051	445,326	109.1%
Cubit Feet Consumption Billed														
Residential	11,184,528	10,282,443	11,409,142	9,994,015	10,708,828	12,341,876	13,441,741	13,110,299	11,769,566	11,004,884	10,401,384	11,352,187	137,000,893	97.5%
Industrial	41,470,827	44,584,892	39,019,803	43,645,501	40,739,955	46,143,194	45,127,686	48,070,058	47,584,588	44,934,063	43,074,465	42,314,326	526,709,358	101.0%
Commercial	9,930,161	9,606,508	9,610,928	9,625,163	9,647,832	11,450,965	13,138,686	14,551,851	13,079,787	11,705,659	10,419,866	10,060,763	132,828,169	100.4%
Total	62,585,516	64,473,843	60,039,873	63,264,679	61,096,615	69,936,035	71,708,113	75,732,208	72,433,941	67,644,606	63,895,715	63,727,276	796,538,420	100.3%
Water Shut Offs	671	547	727	455	599	722	523	784	485	485	493	431	6,922	178.0%
Customer Service Telephone Calls	5,148	4,411	5,080	4,460	4,819	5,046	4,736	5,534	4,867	4,628	4,290	4,556	57,575	109.0%
Water Billed \$														
Residential	703,333	643,773	727,048	637,301	681,642	780,533	825,157	820,740	742,358	704,837	670,574	736,125	\$ 8,673,422	100.9%
Industrial	1,132,178	1,202,794	1,072,338	1,184,640	1,116,602	1,297,006	1,281,131	1,322,918	1,338,144	1,249,155	1,203,368	1,193,051	\$ 14,593,326	103.2%
Commercial	525,898	496,750	526,010	508,700	519,399	602,099	647,131	703,415	649,857	600,205	548,219	554,569	\$ 6,882,252	104.6%
Total	\$ 2,361,409	\$ 2,343,317	\$ 2,325,396	\$ 2,330,641	\$ 2,317,643	\$ 2,679,638	\$ 2,753,419	\$ 2,847,073	\$ 2,730,359	\$ 2,554,198	\$ 2,422,162	\$ 2,483,745	\$ 30,148,999	102.9%
Penalty \$	\$ 28,636	\$ 1,256	\$ 14,002	\$ 44,879	\$ 12,766	\$ 14,479	\$ 14,411	\$ 18,681	\$ 7,829	\$ 2,554,198	\$ 2,422,162	\$ 2,483,745	\$ 156,941	148.5%
Total Billed	\$ 2,390,046	\$ 2,344,573	\$ 2,339,398	\$ 2,375,521	\$ 2,330,409	\$ 2,694,117	\$ 2,767,830	\$ 2,865,754	\$ 2,738,188	\$ 2,554,198	\$ 2,422,162	\$ 2,483,745	\$ 30,305,940	103.0%
Raw Water Gallonage Billed														
Gallons (000)	292,670	292,140	296,130	297,810	293,350	364,980	359,540	341,610	474,570	434,280	448,320	418,660	4,314,060	111.6%
\$ Billed	89,264	89,103	90,320	90,832	89,472	111,319	109,659	104,191	148,351	135,756	140,145	130,873	\$ 1,329,284	112.7%
Water Billed vs Cash Receipts														
Billed \$	2,361,409	2,444,983	2,429,718	2,466,353	2,419,881	2,805,436	2,877,490	2,969,845	2,892,391	2,703,216	2,572,314	2,628,308	\$ 31,571,343	103.1%
Cash Revenue \$	2,170,717	2,780,145	2,521,253	2,446,589	2,556,057	2,556,057	2,785,495	3,079,668	2,556,057	795,849	2,556,057	2,602,017	\$ 29,405,962	95.3%
% Cash to Billed	92%	114%	104%	99%	106%	91%	97%	104%	88%	29%	99%	99%	93.1%	

City of Decatur
Treasurer's Financial Report
Headcount Staffing Level

Period Ending: March 2023

	2023 Budget	Current Year Staffing Levels												Prior Yr End
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Full Time Staffing														
Executive, City Clerk, Data/Comms	8	10	10	10	-	-	-	-	-	-	-	-	-	10
Finance	21	19	20	20	-	-	-	-	-	-	-	-	-	19
Human Resources	4	4	4	4	-	-	-	-	-	-	-	-	-	4
Information Technology	8	9	8	8	-	-	-	-	-	-	-	-	-	9
Corporation Counsel	7	7	7	7	-	-	-	-	-	-	-	-	-	7
Economic & Community Dev	26	26	26	26	-	-	-	-	-	-	-	-	-	27
Public Safety	270	250	247	244	-	-	-	-	-	-	-	-	-	249
Public Works	113	105	105	108	-	-	-	-	-	-	-	-	-	107
Total Full Time	457	430	427	427	-	-	-	-	-	-	-	-	-	432
Part Time Staffing														
Executive	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Legislative	7	7	7	7	-	-	-	-	-	-	-	-	-	7
Finance	-	3	3	3	-	-	-	-	-	-	-	-	-	3
Human Resources	-	1	1	1	-	-	-	-	-	-	-	-	-	1
Information Technology	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Corporation Counsel	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Economic & Community Dev	-	1	1	1	-	-	-	-	-	-	-	-	-	1
Public Safety	-	5	5	5	-	-	-	-	-	-	-	-	-	4
Public Works	-	1	1	2	-	-	-	-	-	-	-	-	-	-
Total Temporary	7	18	18	19	-	-	-	-	-	-	-	-	-	16
Total City Staff Headcount	464	448	445	446	-	-	-	-	-	-	-	-	-	448

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

City of Decatur
Treasurer's Financial Report
Headcount Staffing Level

Period Ending: March 2023

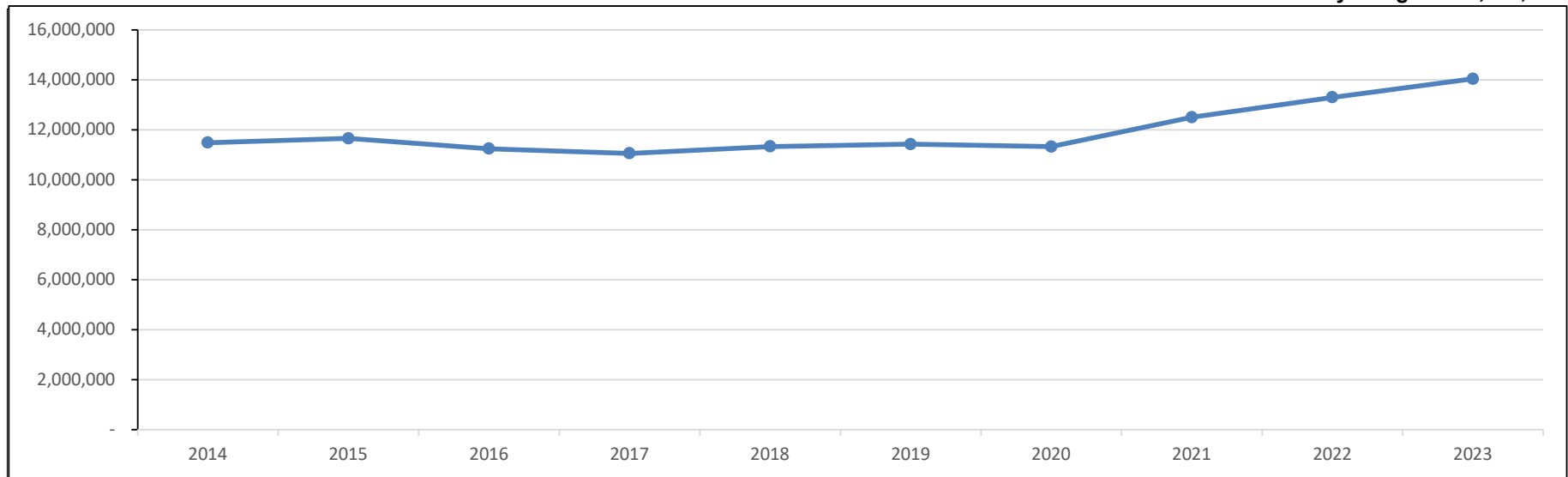
	2023 Budget	Current Year Staffing Levels												Prior Yr End
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Full Time Staff														
Executive														
Executive, City Clerk, Data/Comms	7	6	6	6										5
Mass Transit & Facilities	4	4	4	4										4
Total	11	10	10	10	-	-	-	-	-	-	-	-	-	10
Finance														
Finance	14	12	12	12										12
Purchasing	2	1	2	2										1
Utility Customer Service	7	6	6	6										6
Total	23	19	20	20	-	-	-	-	-	-	-	-	-	19
Human Resources	4	4	4	4										4
Information Technology	8	9	8	8										9
Corporation Legal Counsel	7	7	7	7										7
Economic & Community Devel														
Planning, Sustainability, Admin	5	5	5	5										6
Building Inspections	7	7	7	7										7
Neighborhood Inspection	9	8	8	8										8
Neighborhood Services	6	6	6	6										6
Total	27	26	26	26	-	-	-	-	-	-	-	-	-	27
Public Safety														
Fire	109	105	105	104										106
Police	161	145	142	140										143
Total	270	250	247	244	-	-	-	-	-	-	-	-	-	249
Public Works														
PW Engineering	12	10	10	10										11
Fleet Maintenance	8	7	7	8										8
PW Municipal Services	46	44	43	45										43
PW Administration	2	2	2	2										2
Water Production (Admin)	3	2	2	2										2
Water Production (Lake)	7	6	6	6										5
Water Production South Plant	15	15	15	15										14
Water Services Distribution	22	19	20	20										22
Total	115	105	105	108	-	-	-	-	-	-	-	-	-	107
Total City Staffing	465	430	427	427	-	-	-	-	-	-	-	-	-	432
General Fund staffing	399	376	372	372	-	-	-	-	-	-	-	-	-	368
Other Fund staffing	66	54	55	55	-	-	-	-	-	-	-	-	-	55
Total staffing	465	430	427	427	-	-	-	-	-	-	-	-	-	423

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

STATE SALES TAX

Home

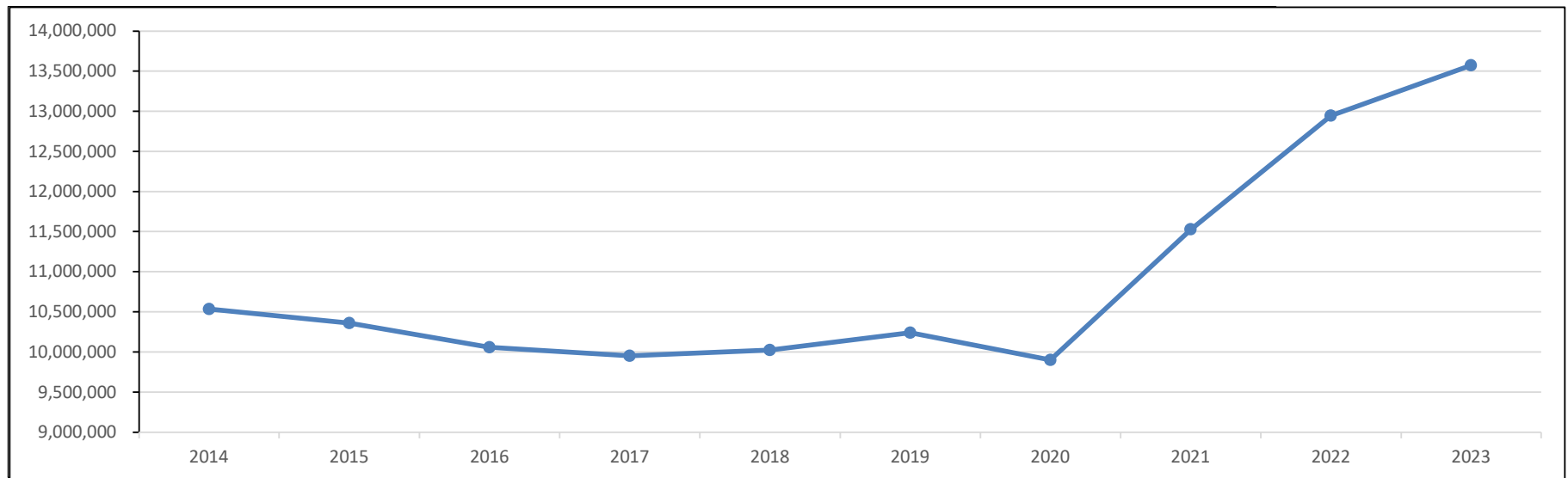
MONTH	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2022 Year in Play	2023
JANUARY	938,684	963,009	946,811	902,833	882,653	984,872	984,354	936,318	1,033,684	1,168,660
FEBRUARY	914,587	941,678	904,631	899,838	917,921	935,303	955,006	882,140	1,075,306	1,127,485
MARCH	1,106,071	1,120,789	1,119,498	1,107,270	1,088,364	1,093,971	1,112,877	1,115,773	1,269,776	1,289,943
APRIL	825,291	857,417	824,458	789,769	840,607	801,923	850,408	909,469	938,656	1,004,361
MAY	868,465	877,404	867,538	837,972	819,180	845,440	849,934	864,919	913,545	977,493
JUNE	974,156	978,888	940,736	957,693	978,292	975,295	909,787	1,179,406	1,149,425	1,229,885
JULY	935,127	944,686	887,325	906,452	942,693	968,093	858,962	1,082,746	1,135,529	1,215,016
AUGUST	1,028,409	992,900	943,818	935,012	1,010,708	1,011,477	945,270	1,201,374	1,182,257	1,251,908
SEPTEMBER	979,712	1,006,626	994,684	953,644	978,357	930,277	972,693	1,113,247	1,207,478	1,278,894
OCTOBER	981,740	991,641	933,239	891,372	943,494	979,187	974,990	1,069,252	1,042,274	1,166,981
NOVEMBER	961,614	1,003,087	962,595	934,414	991,142	967,297	940,548	1,087,116	1,178,594	1,186,478
DECEMBER	969,684	976,633	916,175	935,863	935,419	930,430	967,339	1,058,332	1,166,847	1,141,958
TOTALS	11,483,540	11,654,760	11,241,506	11,052,132	11,328,832	11,423,564	11,322,169	12,500,091	13,293,370	14,039,062
								Year in Play Budget	14,061,840	



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	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2022 Year in Play	2023	
JANUARY	887,481	889,089	848,993	818,066	807,770	892,334	880,608	840,697	1,006,392	1,157,380	A
FEBRUARY	862,759	863,243	833,995	838,995	837,288	864,722	856,677	781,469	1,041,267	1,134,252	A
MARCH	1,022,997	1,000,115	1,036,321	995,383	959,353	963,236	960,429	992,288	1,201,515	1,246,328	A
APRIL	739,227	739,805	703,472	702,734	712,309	698,869	734,157	813,655	858,286	918,366	B
MAY	779,506	764,685	744,767	729,878	716,975	739,341	727,854	776,379	858,911	919,035	B
JUNE	865,335	832,374	840,488	855,602	852,317	858,115	765,429	1,102,858	1,112,269	1,190,128	B
JULY	864,489	833,551	791,839	814,658	807,532	860,421	735,614	1,046,496	1,094,284	1,170,884	B
AUGUST	957,423	906,467	867,107	877,154	909,719	920,833	834,535	1,045,456	1,170,493	1,237,394	B
SEPTEMBER	916,077	911,765	904,129	852,928	890,655	873,345	873,669	1,046,584	1,169,467	1,236,189	B
OCTOBER	882,079	875,986	822,711	779,788	836,215	868,200	865,615	1,013,580	1,099,159	1,106,221	B
NOVEMBER	884,609	882,605	854,078	835,747	866,834	875,836	819,660	1,048,702	1,201,140	1,144,553	B
DECEMBER	872,277	860,119	810,233	849,336	827,137	824,656	845,741	1,018,861	1,130,587	1,111,984	B
TOTALS	10,534,258	10,359,805	10,058,133	9,950,270	10,024,104	10,239,908	9,899,988	11,527,023	12,943,770	13,572,715	
								Year in Play Budget		13,501,160	

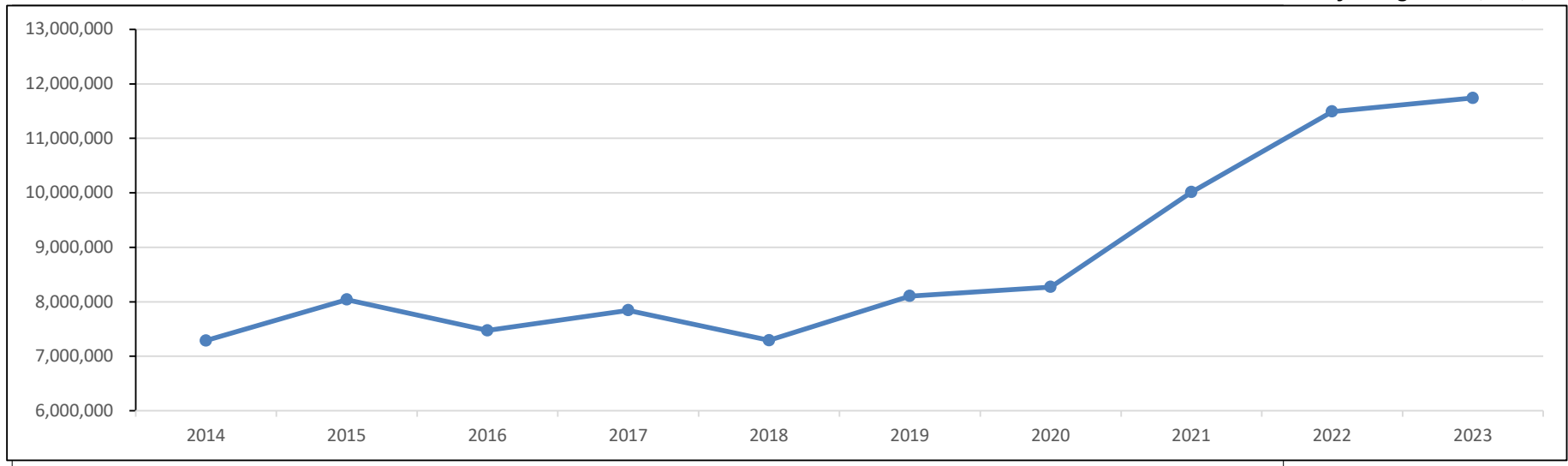


Schedule presents total State Sales Tax Revenue - revenue is recorded in General, Southeast TIF, Eastgate TIF, Pines TIF and Grand/Oakland TIF funds w/ TIF agreements

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

STATE INCOME TAX

MONTH	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2022 Year in Play	2023	
JANUARY	850,845	852,700	912,628	851,716	578,461	631,574	696,621	807,110	960,878	1,049,580	A
FEBRUARY	-	-	-	-	837,319	759,834	717,710	853,298	1,198,126	1,037,782	A
MARCH	699,395	620,094	751,474	1,411,585	420,941	457,518	533,688	588,089	519,319	614,640	A
APRIL	742,236	925,184	822,346	-	646,373	734,870	783,855	937,702	1,109,452	1,176,019	B
MAY	423,934	403,609	476,082	396,235	1,044,019	1,528,635	767,466	1,280,911	2,238,522	2,372,834	B
JUNE	741,339	824,784	1,774,951	764,129	482,298	477,387	475,376	1,123,868	657,580	697,034	B
JULY	1,150,541	1,364,531	-	1,547,903	652,113	713,920	754,878	1,008,212	1,110,107	1,176,713	B
AUGUST	428,542	566,667	496,310	698,009	478,694	511,760	1,032,080	566,126	571,768	606,074	B
SEPTEMBER	709,251	1,263,519	1,120,799	727,037	467,186	452,932	584,790	597,861	621,357	658,638	B
OCTOBER	818,347	-	-	599,068	726,093	808,115	846,827	1,086,453	1,137,578	1,134,366	B
NOVEMBER	-	441,918	450,551	450,852	522,953	527,420	572,208	622,816	720,354	650,282	B
DECEMBER	721,926	776,691	665,793	396,923	433,456	498,389	506,596	539,685	646,330	563,485	B
	13 ct-2 mo delay	12 ct-2 mo delay	12 ct-2 mo delay	12 ct-2 mo delay	14 ct-no delay						
TOTALS	7,286,357	8,039,696	7,470,934	7,843,458	7,289,905	8,102,353	8,272,095	10,012,130	11,491,369	11,737,446	
									Year in Play Budget	11,874,000	

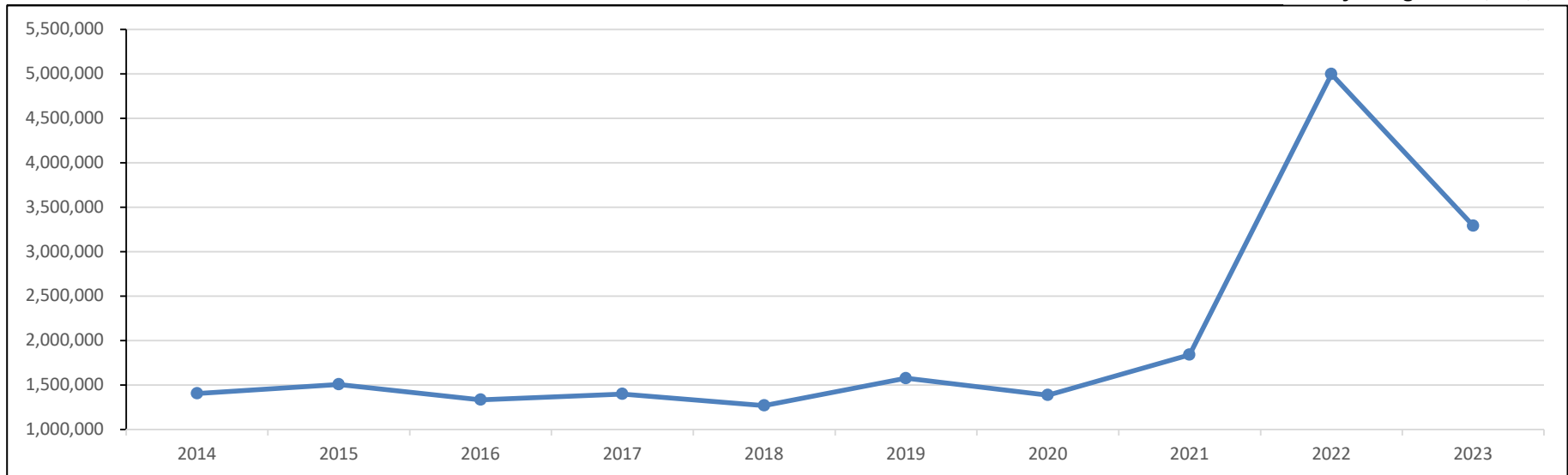


Schedule presents State LGDF distribution

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

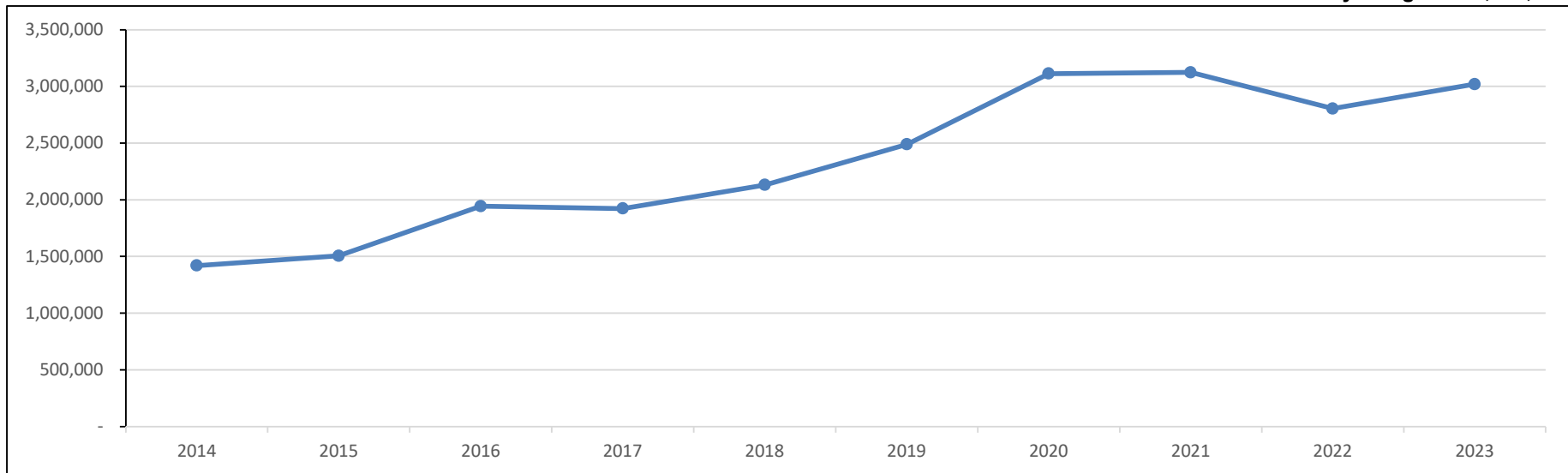
MONTH	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2022 Year in Play	2023	
JANUARY	233,315	202,878	195,051	217,463	143,616	153,006	226,930	238,599	489,253	699,404	A
FEBRUARY	2,024	717	-	-	-	-	-	-	-	-	A
MARCH	80,778	70,137	83,788	147,880	132,622	67,368	45,114	86,205	654,576	386,908	A
APRIL	309,261	364,335	271,921	352,780	260,085	301,619	311,508	402,800	743,040	471,355	B
MAY	227,806	293,618	219,695	227,189	269,213	365,884	199,155	519,099	997,471	633,252	B
JUNE	-	2,501	12,343	-	-	3,173	-	-	3,546	2,914	B
JULY	229,514	238,695	239,680	239,384	206,222	217,352	206,917	378,262	718,801	420,189	B
AUGUST	24,688	32,169	27,902	10,712	20,842	26,075	152,903	48,103	82,065	52,114	B
SEPTEMBER	6,877	2,356	4,554	-	-	-	-	26,897	21,828	-	B
OCTOBER	227,489	239,950	218,004	160,071	190,221	376,967	193,839	2,246	968,179	517,870	B
NOVEMBER	-	-	1,876	-	-	1,332	-	6,015	-	-	B
DECEMBER	63,058	58,604	58,514	42,179	46,033	62,824	50,168	131,241	317,059	107,842	B
TOTALS	1,404,809	1,505,959	1,333,328	1,397,658	1,268,855	1,575,600	1,386,533	1,839,468	4,995,818	3,291,847	
								Year in Play Budget		2,908,000	



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

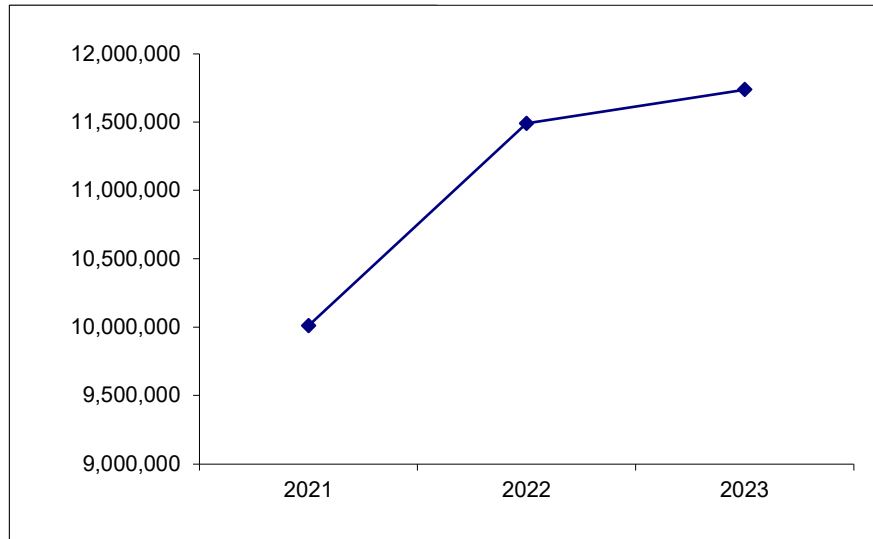
MONTH	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2022 Year in Play	2023	
JANUARY	115,740	136,569	295,435	159,854	166,257	205,607	244,618	301,148	215,409	253,475	A
FEBRUARY	108,961	129,837	146,086	155,199	192,590	227,498	229,171	320,911	253,062	267,197	A
MARCH	171,437	196,801	208,903	241,170	243,593	275,101	314,455	452,845	320,769	323,206	A
APRIL	90,904	69,628	128,350	139,319	145,000	159,583	217,745	222,022	212,726	227,617	B
MAY	89,241	135,902	130,832	131,114	149,116	183,842	189,224	197,971	205,377	219,754	B
JUNE	117,824	143,287	153,738	170,503	180,080	208,996	240,704	253,092	240,875	257,736	B
JULY	108,621	140,649	149,743	146,418	157,169	197,817	254,820	229,947	192,903	206,406	B
AUGUST	115,406	133,971	145,710	147,521	171,381	198,672	283,392	211,651	219,932	235,327	B
SEPTEMBER	128,816	-	164,340	156,033	183,541	201,970	286,103	241,230	248,103	265,470	B
OCTOBER	109,843	-	130,791	149,381	178,049	207,636	289,306	224,653	216,541	247,590	B
NOVEMBER	118,956	-	142,584	158,864	169,331	198,926	275,488	237,138	224,900	261,350	B
DECEMBER	144,341	419,237	146,571	167,420	194,248	222,795	287,411	231,030	252,890	254,619	B
TOTALS	1,420,091	1,505,880	1,943,083	1,922,796	2,130,355	2,488,443	3,112,435	3,123,637	2,803,488	3,019,748	
								Year in Play Budget		3,020,000	



Schedule presents State distribution of Use Tax.

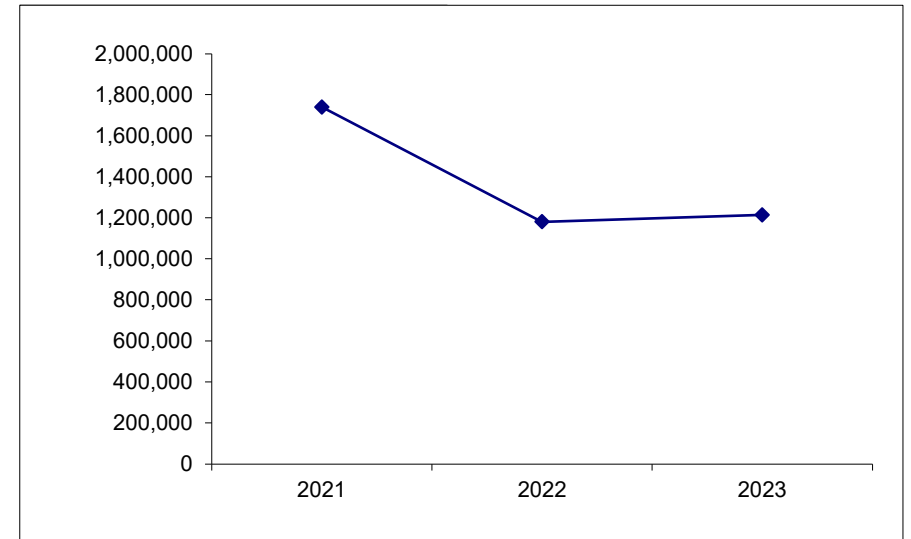
STATE INCOME TAX LGDF DISTRIBUTION

MONTH	2021 Actual	2022 Actual	2023 Year in Play	
JANUARY	807,110	960,878	1,049,580	A
FEBRUARY	853,298	1,198,126	1,037,782	A
MARCH	588,089	519,319	614,640	A
APRIL	937,702	1,109,452	1,176,019	B
MAY	1,280,911	2,238,522	2,372,834	B
JUNE	1,123,868	657,580	697,034	B
JULY	1,008,212	1,110,107	1,176,713	B
AUGUST	566,126	571,768	606,074	B
SEPTEMBER	597,861	621,357	658,638	B
OCTOBER	1,086,453	1,137,578	1,134,366	B
NOVEMBER	622,816	720,354	650,282	B
DECEMBER	539,685	646,330	563,485	B
TOTALS	10,012,130	11,491,369	11,737,446	
		Current Budget	11,874,000	
		Projected Amt Over (Under)	(136,554)	



LOCAL TELEPHONE UTILITY TAX

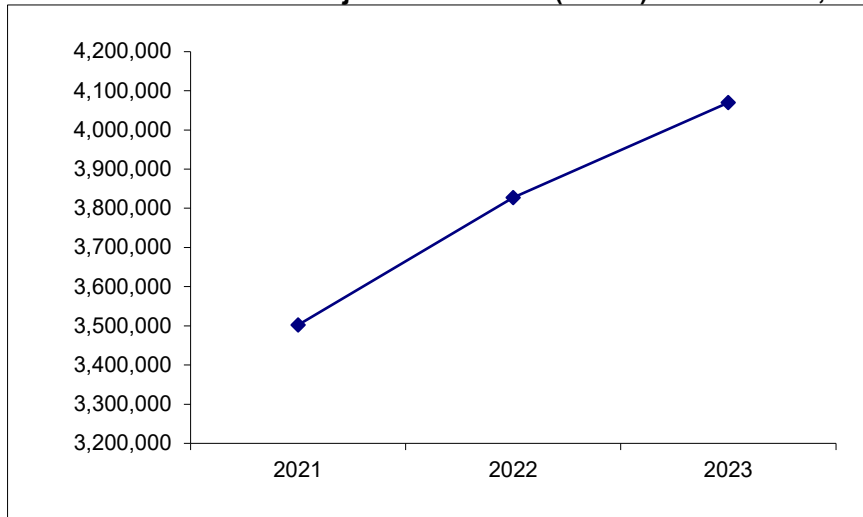
MONTH	2021 Actual	2022 Actual	2023 Year in Play	
JANUARY	585,430	99,599	100,718	A
FEBRUARY	105,214	94,273	101,222	A
MARCH	97,810	97,801	121,496	A
APRIL	91,598	95,983	95,983	B
MAY	97,948	94,162	94,162	B
JUNE	129,008	97,606	97,606	B
JULY	101,474	95,378	95,378	B
AUGUST	111,428	98,967	105,857	B
SEPTEMBER	108,598	87,617	103,168	B
OCTOBER	103,735	116,632	98,548	B
NOVEMBER	105,524	99,450	100,248	B
DECEMBER	102,715	103,560	100,000	B
TOTALS	1,740,483	1,181,029	1,214,386	
		Current Budget	1,183,000	
		Projected Amt Over (Under)	31,386	



Projected Revenues

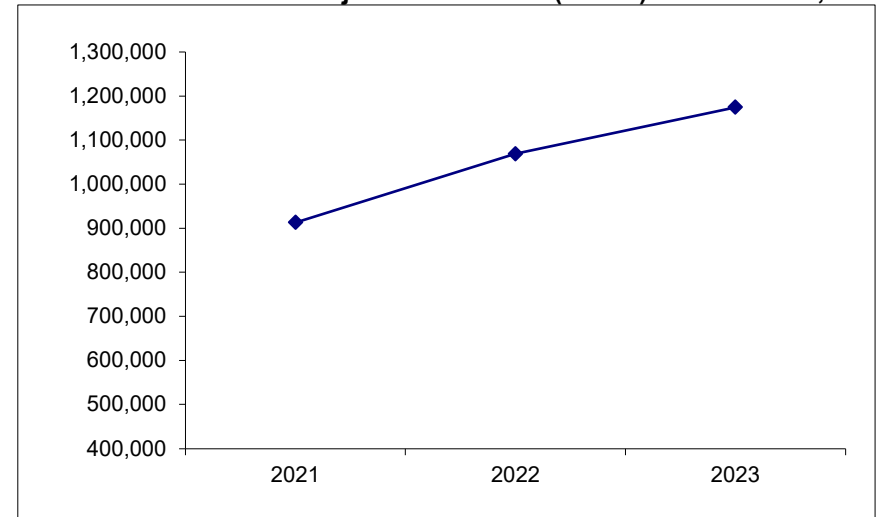
LOCAL FOOD & BEVERAGE TAX

MONTH	2021 Actual	2022 Actual	2023 Year in Play	
JANUARY	259,733	325,939	349,168	A
FEBRUARY	237,003	268,346	310,308	A
MARCH	251,710	254,687	314,152	A
APRIL	316,741	328,645	351,650	B
MAY	302,025	320,770	343,224	B
JUNE	314,701	345,385	369,562	B
JULY	295,357	338,253	361,931	B
AUGUST	307,177	344,233	368,330	B
SEPTEMBER	345,458	318,028	340,290	B
OCTOBER	112,289	326,439	123,753	B
NOVEMBER	460,845	323,232	507,897	B
DECEMBER	299,194	333,647	329,742	B
TOTALS	3,502,233	3,827,604	4,070,008	
		Current Budget	3,997,000	
		Projected Amt Over (Under)	73,008	



LOCAL HOTEL & MOTEL TAX

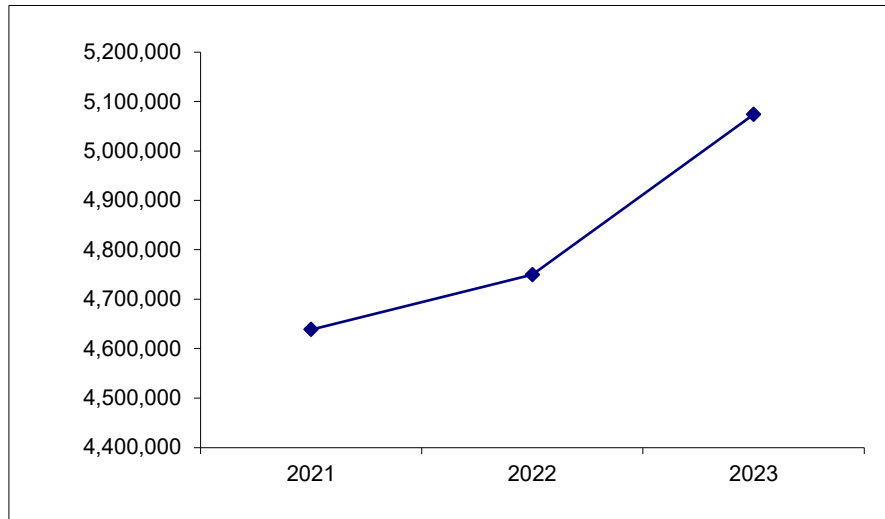
MONTH	2021 Actual	2022 Actual	2023 Year in Play	
JANUARY	45,696	62,215	71,531	A
FEBRUARY	38,938	70,247	89,816	A
MARCH	46,068	65,323	74,851	A
APRIL	61,645	76,916	82,838	B
MAY	64,188	76,544	82,438	B
JUNE	80,612	95,446	102,795	B
JULY	82,463	104,261	112,289	B
AUGUST	96,057	91,208	108,626	B
SEPTEMBER	132,160	114,943	149,453	B
OCTOBER	39,548	101,643	44,723	B
NOVEMBER	147,855	120,882	167,202	B
DECEMBER	78,023	89,647	88,233	B
TOTALS	913,254	1,069,274	1,174,795	
		Current Budget	1,152,000	
		Projected Amt Over (Under)	22,795	



Projected Revenues

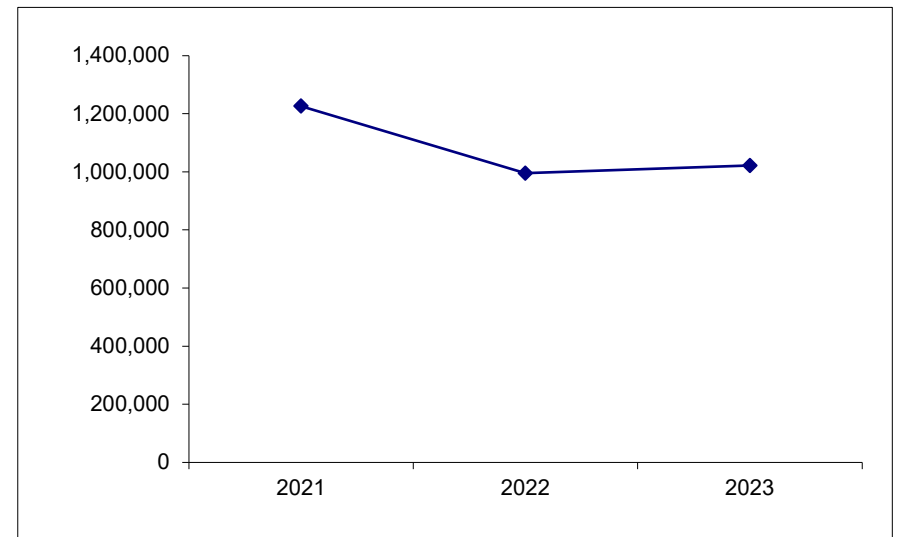
LOCAL UTILITY TAX (GAS & ELECTRIC)

MONTH	2021 Actual	2022 Actual	2023 Year in Play	
JANUARY	387,338	451,232	494,772	A
FEBRUARY	-	-	511,814	A
MARCH	964,355	1,170,976	459,507	A
APRIL	406,775	453,756	483,704	B
MAY	369,203	376,488	401,337	B
JUNE	348,848	327,903	349,545	B
JULY	338,442	311,731	332,305	B
AUGUST	338,344	323,917	378,708	B
SEPTEMBER	375,057	323,685	419,802	B
OCTOBER	372,509	316,968	416,949	B
NOVEMBER	324,568	318,048	363,289	B
DECEMBER	413,270	375,073	462,573	B
TOTALS	4,638,709	4,749,776	5,074,304	
		Current Budget	5,337,000	
		Projected Amt Over (Under)	(262,696)	



LOCAL CABLE TV TAX

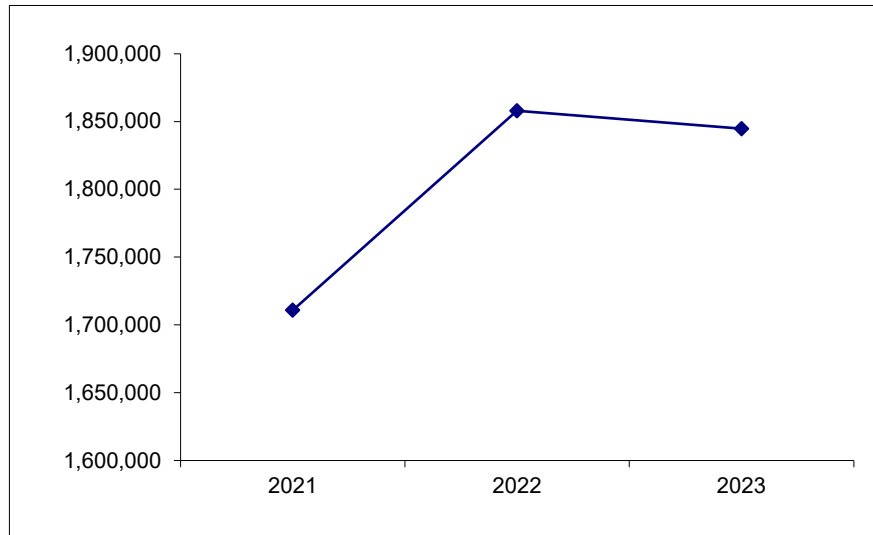
MONTH	2021 Actual	2022 Actual	2023 Year in Play	
JANUARY	115,677	13,687	11,674	A
FEBRUARY	248,600	235,066	228,468	A
MARCH	-	-	-	A
APRIL	14,722	12,982	13,176	B
MAY	238,382	245,500	249,182	B
JUNE	-	-	-	B
JULY	-	-	-	B
AUGUST	252,130	254,979	258,471	B
SEPTEMBER	-	-	-	B
OCTOBER	-	-	-	B
NOVEMBER	254,330	233,712	260,726	B
DECEMBER	102,715	-	-	B
TOTALS	1,226,555	995,925	1,021,697	
		Current Budget	1,034,000	
		Projected Amt Over (Under)	(12,303)	



Projected Revenues

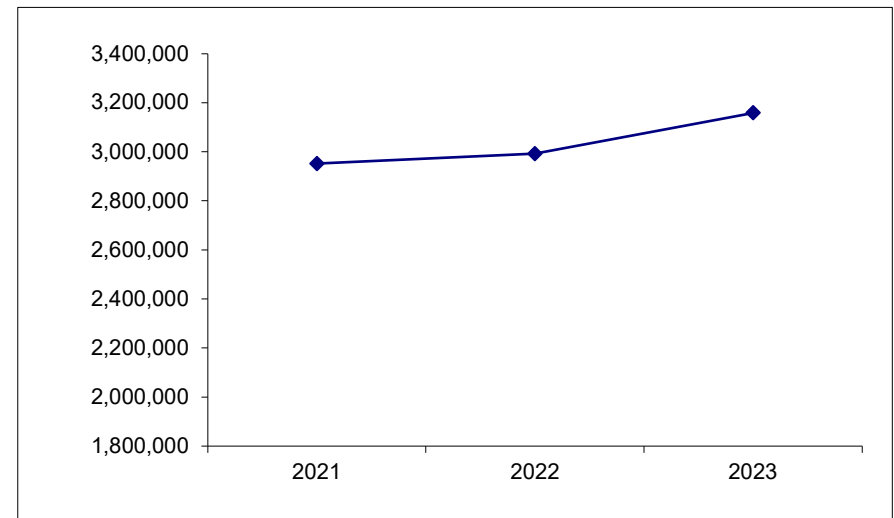
LOCAL MOTOR FUEL TAX

MONTH	2021 Actual	2022 Actual	2023 Year in Play	
JANUARY	137,973	155,334	154,093	A
FEBRUARY	116,174	146,251	142,970	A
MARCH	137,669	125,153	138,333	A
APRIL	141,621	142,456	143,881	B
MAY	143,395	147,235	148,707	B
JUNE	146,898	162,643	164,270	B
JULY	145,659	164,199	165,841	B
AUGUST	150,514	166,136	167,797	B
SEPTEMBER	151,331	173,019	174,749	B
OCTOBER	52,940	162,198	53,469	B
NOVEMBER	239,007	162,085	241,397	B
DECEMBER	147,717	151,229	149,194	B
TOTALS	1,710,898	1,857,939	1,844,703	
		Current Budget	1,840,000	
		Projected Amt Over (Under)	4,703	



STATE MOTOR FUEL TAX

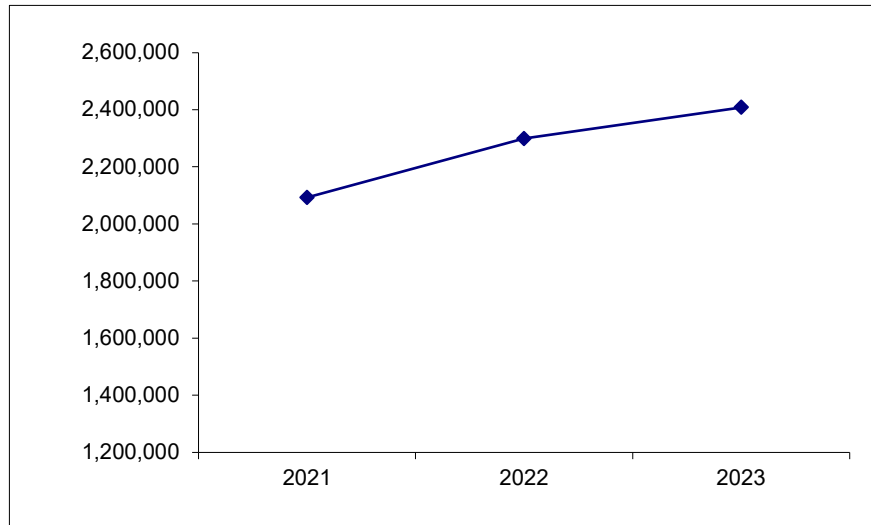
MONTH	2021 Actual	2022 Actual	2023 Year in Play	
JANUARY	252,696	283,072	275,250	A
FEBRUARY	220,266	258,944	220,663	A
MARCH	208,011	178,756	225,950	A
APRIL	215,526	253,405	266,076	B
MAY	250,786	255,437	268,209	B
JUNE	248,729	256,227	269,038	B
JULY	255,517	265,264	278,527	B
AUGUST	253,309	259,754	271,901	B
SEPTEMBER	274,663	249,395	261,864	B
OCTOBER	263,188	252,007	264,606	B
NOVEMBER	242,427	239,391	276,348	B
DECEMBER	267,134	240,655	280,491	B
TOTALS	2,952,253	2,992,307	3,158,923	
		Current Budget	3,194,000	
		Projected Amt Over (Under)	(35,077)	



Projected Revenues

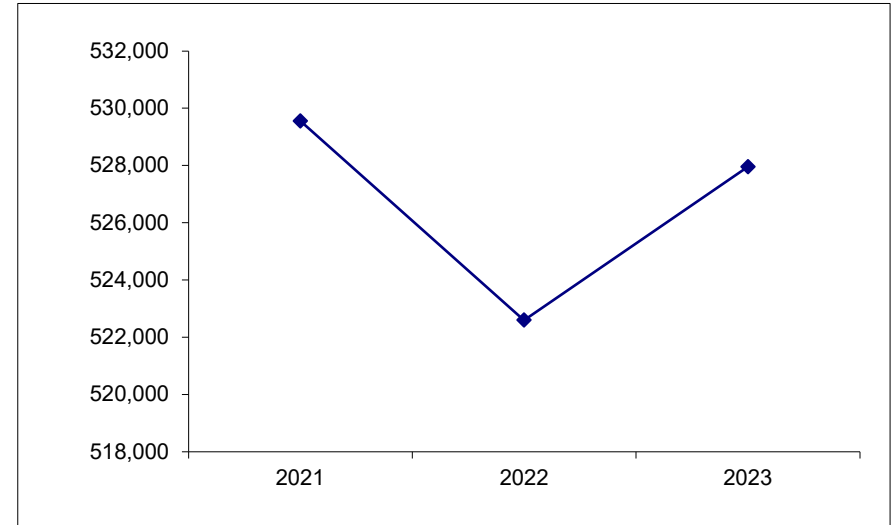
STATE VIDEO GAMING TAX

MONTH	2021 Actual	2022 Actual	2023 Year in Play	
JANUARY	85,531	186,950	187,712	A
FEBRUARY	-	194,055	194,632	A
MARCH	85,407	165,854	192,027	A
APRIL	176,056	170,074	171,774	B
MAY	257,275	230,570	232,876	B
JUNE	244,343	217,794	219,972	B
JULY	223,954	197,376	199,349	B
AUGUST	208,113	183,024	202,000	B
SEPTEMBER	217,309	190,168	202,000	B
OCTOBER	203,717	182,080	202,000	B
NOVEMBER	196,248	191,184	202,000	B
DECEMBER	194,733	189,255	202,000	B
TOTALS	2,092,686	2,298,383	2,408,343	
		Current Budget	2,386,000	
		Projected Amt Over (Under)	22,343	



LOCAL LIQUOR LICENSE FEE

MONTH	2021 Actual	2022 Actual	2023 Year in Play	
JANUARY	3,989	-	-	A
FEBRUARY	-	6,010	250	A
MARCH	2,459	702	3,677	A
APRIL	2,018	-	-	B
MAY	194,556	288,825	288,825	B
JUNE	312,435	217,825	217,825	B
JULY	-	3,280	3,280	B
AUGUST	6,600	200	6,600	B
SEPTEMBER	3,593	600	3,593	B
OCTOBER	100	150	100	B
NOVEMBER	-	3,093	-	B
DECEMBER	3,807	1,914	3,807	B
TOTALS	529,556	522,599	527,957	
		Current Budget	531,000	
		Projected Amt Over (Under)	(3,043)	



City Clerk

DATE: 4/17/2023

MEMO:

TO: Honorable Mayor Pro Tem Lisa Gregory and City Council Members

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

SUBJECT: The licensure and regulation of short term rentals (STRs) in the city of Decatur such as Airbnb or Vrbo.

SUMMARY RECOMMENDATION: Staff recommends adoption of an Ordinance amending City Code Chapter 51.5 Hotel Use Tax to include short term rentals, to include collection of hotel/motel taxes and the imposition of various other conditions.

BACKGROUND:

Over the past couple of years there has been an increase in the number of complaints that the City receives about short term rentals. The complaints are often related to loud behaviors, parking concerns, and problems related to garbage accumulation. While the vast majority of short-term (Air BnB and Vrbo-type) rentals are not problematic or disruptive to neighbors, there have been complaints from a small number of properties.

For this reason, and as a matter of tax equity, the City Council requested that staff draft an ordinance with the provisions that have been included in the recommended version. The recommended ordinance will require the owners of short-term rentals to obtain an annual license from the City, which could be revoked for noncompliance. This Ordinance will also require short term rentals to collect and remit to the City the same hotel/motel taxes that traditional hotels are required to collect. This helps to level the playing field between single family houses used for overnight stays and traditional hotel/motels.

The Ordinance proposes a fee of just \$25 for the annual license, making this very affordable even for incidental short term rentals. A \$25 annual fee will not cover the city's costs for administration and inspection; but it was not intended to cover the full costs, and the ordinance is not proposed primarily for the purpose of generating revenue. The ordinance is intended to make sure hotel/motel taxes are paid, and to make sure that short-term rentals do not create a nuisance and neighborhood disturbance. The proposed fine amounts are compatible with minor nuisance fines already contained in the City Code in other chapters. City staff will have the discretion to enforce administrative rules and conditions of licensure via the fines/penalties listed in the ordinance, or by revocation of the license (although revocation will require a due process hearing first).

The administrative rules (not placed into the language of the ordinance) are not included in this packet, but they will be distributed to the City Council on Friday. Section 7 of the proposed ordinance says:

"The City Manager is hereby authorized to promulgate and publish rules and regulations and to establish procedures not inconsistent with the provisions hereof which said Manager may deem necessary or desirable to administer and enforce the same."

These administrative rules will include provisions dealing with loud noise, excess car parking, excess or improper trash accumulation/storage, etc. Our current draft of these administrative rules will be sent out Friday, April 14.

BUDGET/TIME IMPLICATIONS: The budgetary impact of this Ordinance is unknown, it will provide only minor revenue to the city since staff estimates there are only two to three dozen short-term rentals in the city.

ATTACHMENTS:

Description	Type
Ordinance Amending City Code Chapter 51.5 Hotel Use Tax	Ordinance
Promulgated Rules and Regulations for Short-Term Residential Units	Backup Material

ORD. _____

ORDINANCE AMENDING CITY CODE

- CHAPTER 51.5 –

- HOTEL USE TAX-

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

Section 1. That Chapter 51.5 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Sections 1 through 6, so that Sections 1 through 6 as so modified and amended, shall provide as follows:

Section 1. **DEFINITIONS.** The words and phrases used in this Chapter shall have their normal and customary meanings except as otherwise defined in this Section....

...(5) "Short-term residential unit" means all or part of a dwelling within the City that is rented to individuals or families who occupy overnight accommodations for a period of less than thirty (30) days.

Section 2. **TAX IMPOSED.** A tax, in addition to any and all other taxes, is imposed upon the use and privilege of renting, leasing or letting of rooms in a hotel or short-term residential unit in the City at a rate of eight percent (8%) of the gross rental receipts from such rental, leasing or letting, the ultimate incidence of and liability for payment of which shall be borne by the user, lessee or tenant of said rooms.

Section 3. **HOTEL USE LICENSE AND TAX.** No person shall engage in the business or renting, leasing or letting rooms in a hotel or short-term residential unit in the City without an annual license first obtained from the City on forms as required by the City. The license fee for hotels shall be in the amount of Four Hundred Dollars (\$400.00). The license fee for short-term residential units shall be in the amount of Twenty-five Dollars (\$25.00). Any person operating a hotel or short-term residential unit in the City without a license, or failing or omitting to pay said tax when due, or failing or omitting to collect, account for and pay over said tax shall, in addition to any other penalty provided herein, upon conviction be fined not less than One hundred Fifty Dollars (\$150.00) nor more than Five hundred Dollars (\$500.00).

Section 4. **COLLECTION.** The owner and operator of each hotel or short-term residential unit and the person to whom the license to operate the same is issued shall, jointly and severally, have the duty to collect and account for said tax from each user, lessee or tenant of rooms in such hotel or short-term residential unit at the time that the rent for the same is collected.

Section 5. **PAYMENT OF TAX.**

A. A sworn monthly return shall be filed with the Finance Department of the City for each hotel or short-term residential unit in the City on forms prescribed by the Finance Director showing all receipts from each renting, leasing or letting of rooms, which return shall be filed no later than the twentieth day of the month next succeeding the month for which the return is made, and shall be accompanied by payment of all taxes due and owing for the month covered by said return....

...D. Payment and collection of said tax may be enforced by action in any court of competent jurisdiction and failure to collect, account for and pay over said tax shall be cause for revocation of any City license for such hotel or short-term residential unit or applicable to the premises thereof all in addition to any other penalty provided in this ordinance.

Section 6. **EXCEPTIONS.** The tax imposed by the provisions hereof shall not apply to the renting, leasing or letting of hotel rooms by permanent residents....

Section 2. That the City Clerk be, and she is hereby, authorized and directed to cause the provisions hereof to be appropriately set out in the City Code and to cause the same to be published in pamphlet form according to law.

PRESENTED, PASSED, APPROVED AND RECORDED this 17th day of April, 2023.

LISA GREGORY, MAYOR PRO TEM

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2023.

CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 51.5 **HOTEL USE TAX**

Section 1. **DEFINITIONS.** The words and phrases used in this Chapter shall have their normal and customary meanings except as otherwise defined in this Section.

(1) “Hotel” means any building or structure in which the public may, for a consideration, obtain living quarters, or sleeping or housekeeping accommodations in which ten or more rooms, apartments or suites are available for such use, and includes inns, motels, tourist homes or courts, lodging houses, rooming houses, and apartment houses.

(2) “Permanent resident” means any person who occupied or has the right to occupy any room or rooms in a hotel for not fewer than thirty consecutive days.

(3) “Rent” or “rental” means the consideration received for occupancy, valued in money, whether received in money or otherwise, including all receipts, cash, credits and property or services of any kind or nature.

(4) “Person” means any individual, firm, entity or representative.

(5) “Short-term residential unit” means all or part of a dwelling within the City that is rented to individuals or families who occupy overnight accommodations for a period of less than thirty (30) days.

Section 2. **TAX IMPOSED.** A tax, in addition to any and all other taxes, is imposed upon the use and privilege of renting, leasing or letting of rooms in a hotel or short-term residential unit in the City at a rate of eight percent (8%) of the gross rental receipts from such rental, leasing or letting, the ultimate incidence of and liability for payment of which shall be borne by the user, lessee or tenant of said rooms.

Section 3. **HOTEL USE LICENSE AND TAX.** No person shall engage in the business or renting, leasing or letting rooms in a hotel or short-term residential unit in the City without an annual license first obtained from the City Clerk on forms as required by the City Clerk, ~~and the paying of~~ The license fee for hotels shall be in the amount of Four Hundred Dollars (\$400.00). The license fee for short-term residential units shall be in the amount of Twenty-five Dollars (\$25.00). Any person operating a hotel or short-term residential unit in the

City without a license, or failing or omitting to pay said tax when due, or failing or omitting to collect, account for and pay over said tax shall, in addition to any other penalty provided herein, upon conviction be fined not less than One hundred Fifty Dollars (\$150.00) nor more than Five hundred Dollars (\$500.00).

Section 4. **COLLECTION.** The owner and operator of each hotel or short-term residential unit and the person to whom the license to operate the same is issued shall, jointly and severally, have the duty to collect and account for said tax from each user, lessee or tenant of rooms in such hotel or short-term residential unit at the time that the rent for the same is collected.

Section 5. **PAYMENT OF TAX.**

A. A sworn monthly return shall be filed with the Finance Department of the City for each hotel or short-term residential unit in the City on forms prescribed by the Finance Director showing all receipts from each renting, leasing or letting of rooms, which return shall be filed no later than the twentieth day of the month next succeeding the month for which the return is made, and shall be accompanied by payment of all taxes due and owing for the month covered by said return.

B. If for any reason any tax is not paid when due, a penalty at the rate of ten percent (10%) per thirty day period, or portion thereof, from the day of delinquency shall be added thereto and paid.

C. Any person filing a timely return pursuant to this Section may retain One and Three quarters (1.75) percent of the tax they collect to be remitted with that return. This retention is allowed for the purpose of compensating for the costs incurred in complying with the duties and obligations set forth under this Chapter. If the return is not timely filed, no retention shall be allowed.

D. Payment and collection of said tax may be enforced by action in any court of competent jurisdiction and failure to collect, account for and pay over said tax shall be cause for revocation of any City license for such hotel or short-term residential unit or applicable to the premises thereof all in addition to any other penalty provided in this ordinance.

Section 6. **EXCEPTIONS.** The tax imposed by the provisions hereof shall not apply to the renting, leasing or letting of hotel rooms by permanent residents.

Section 7. **REGULATIONS.** The City Manager is hereby authorized to promulgate and publish rules and regulations and to establish procedures not inconsistent with the provisions hereof which said Manager may deem necessary or desirable to administer and enforce the same.

Section 8. **BOOKS AND RECORDS.** Every tax collector and every taxpayer required to pay any of the taxes imposed by this Chapter shall keep accurate books and records of its business or activity, including contemporaneous books and records denoting the transactions that give rise, or may have given rise, to any tax liability under this Chapter. The books and records shall be subject to and available for inspection by employees or agents of the City at all times during regular business hours of the tax collector or taxpayer.

Section 9. **PENALTY; CIVIL ACTION.** (A) Any taxpayer, including those persons required to collect taxes pursuant to Section 5 hereof, who fails to make a return within the time required therefor, or who fails to pay the tax due, or any portion thereof, for any month within the time required therefor, or who makes a fraudulent return or willfully violates any other provision of this Chapter shall be fined not less than Two Hundred Fifty Dollars (\$250.00) nor more than Five Hundred Dollars (\$500.00).

(B) All taxes required to be paid to the City under to the terms of this Chapter shall constitute a debt owed to the City, and the payment thereof may be enforced by the City in any court of competent jurisdiction. The payment of such debt, whether pursuant to legal action or otherwise, is in addition to any penalty imposed under subsection (A) hereof.

Section 10. **SEVERABILITY.** If any portion of this Chapter is found invalid or unenforceable by any court of competent jurisdiction, the remainder thereof shall continue in full force and effect.

PROMULGATED RULES AND REGULATIONS FOR SHORT-TERM RESIDENTIAL UNITS

(City Code-Chapter 51.5 -- Effective May 1, 2023)

In accordance with the responsibilities and authority delegated to the City Manager of the City of Decatur by Chapter 51.5 of the City Code to make and enforce rules and regulations relating to short-term residential units, the following rules and regulations are hereby promulgated, effective as follows:

Rule #1:

Licensed short-term residential units, and the operations therein and thereof, shall comply with the provisions of Chapter 51.5, AND with all provisions of other laws, ordinances, codes, rules, or regulations, currently in force, or which may be enacted in the future concerning short-term rentals, including these administrative rules.

Rule #2:

Short-term residential unit license holders must maintain active refuse and recyclables removal service and provide appropriate containers for refuse and recyclables; and all refuse and recyclables shall be deposited, and remain, in refuse and recycling containers provided for this purpose.

Rule # 3:

Trash and debris not properly stored shall be prohibited.

Rule # 4:

Littering on short-term residential properties, adjoining private properties and adjoining public properties shall be prohibited.

Rule #5

All parking shall be on impervious and improved surfaces in compliance with City Code.

Rule #6

Loud noise and sounds audible to any other premises or residence shall be prohibited.

Rule # 7:

Short-term residential occupants shall not trespass upon the land of another.

Rule # 8:

Violations of the Promulgated Rules or any provisions of Federal, State, or City laws may result in revocation of the license, and/or other fines and penalties as provided by ordinance.

SUBJECT: Resolution Authorizing Sub-Recipient Agreement Between the City of Decatur, Illinois and DOVE, Inc. for Purchase and Renovation of 805 E. Johns for Transitional and Permanent Housing Utilizing Home Investment Partnerships American Rescue Plan (Home-ARP) Funds

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Agreement	Backup Material

ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT

No. 23-08

April 17, 2023

TO: Lisa Gregory, Mayor Pro Tem and City Council

FROM: Scot Wrighton, City Manager
Cordaryl “Pat” Patrick, Director, Economic & Community Development
Richelle L. Dunbar, Asst. Dir. Economic & Community Dev.

SUBJECT: Purchase and renovation agreement with Dove, Inc. for 805 E. Johns

RECOMMENDATION: Staff recommends approval of the attached subrecipient agreement with Dove, Inc. The recommended allocation is \$190,000 for acquisition and up to \$560,000 for renovations. Funding is from HOME ARP funds and is provided by the Department of Housing and Urban Development. This agreement expires April 30, 2025; however, a lien and mortgage will remain on the property for at least 20 years as per the affordability period.

BACKGROUND: The City of Decatur received \$1,497,384 HOME ARP funds for development and support of affordable housing for the homeless population. As part of our revitalization efforts, the City of Decatur purchased a vacant building within the Johns Hill area. This building is a former nursing home. It is also located two blocks from the Homeward Bound office which assists our homeless population. Dove, Inc., has an extensive history of assisting Decatur residents.

A copy of the agreement is attached.

POTENTIAL OBJECTIONS: Staff are not aware of objections.

INPUT FROM OTHER SOURCES: Meetings from the Continuum of Care partners along with public meetings from a variety of community organizations.

STAFF REFERENCE: Additional questions can be forwarded to Richelle L. Dunbar at 217.424.2864 or Rdunbar@decaturil.gov

BUDGET/TIME IMPLICATIONS: N/A

RESOLUTION NO. _____

RESOLUTION AUTHORIZING SUB- RECIPIENT AGREEMENT BETWEEN CITY OF DECATUR, ILLINOIS AND DOVE INC. FOR PURCHASE AND RENOVATION OF 805 E. JOHNS FOR TRANSITIONAL AND PERMANENT HOUSING UTILIZING HOME INVESTMENT PARTNERSHIP AMERICAN RESCUE PLAN (HOME-ARP) FUNDS

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS.

Section 1. That the City of Decatur agrees to sell the property located at 805 E. Johns to Dove Inc. for \$190,000 and that the agreement is hereby approved and placed on file. The document relating and necessary to the sale and transfer is the following described property:

Lot Four (4) in Block Two (2) of William Martin's 2nd Addition of Out Lots to Decatur, as per Plate recorded in Book 17 on Page 364 of the Records in the Recorder's Office of Macon County, Illinois, situated in Macon County, Illinois.

The land commonly known as: 805 E. Johns Ave. Decatur, IL 62521

Section 2. That Dove receives an amount up to \$560,000 to renovate the property located at 805 E. Johns.

Section 3. That the funds being used to purchase and renovate are HOME American Rescue Plan funds

Section 4. That the City Manager, Director and/or Assistant Director of Economic & Community Development, and the City Clerk be, are hereby recognized and directed to sign, seal and attest said Agreements, environmental reviews, and expenditures related to funds received from the U. S. Department of Housing and Urban Development on behalf of the City of Decatur.

PRESENTED AND ADOPTED this April 17, 2023.

Lisa Gregory, Mayor Pro Tem

ATTEST:

Kim Althoff, City Clerk

**SUB- RECIPIENT AGREEMENT BETWEEN CITY OF DECATUR, ILLINOIS
AND DOVE INC FOR PURCHASE OF 805 E. JOHNS FOR TRANSITIONAL AND
PERMANENT HOUSING UTILIZING HOME INVESTMENT PARTNERSHIPS
AMERICAN RESCUE PLAN (HOME-ARP) FUNDS**

This Agreement (“Agreement”) is made and entered into between the City of Decatur, Illinois, an Illinois municipal corporation (“City”) and DOVE Inc., an Illinois not for profit corporation (“DOVE”), for and in consideration of the mutual covenants and promises and good and valuable consideration contained herein.

WHEREAS, the City has entered into a Grant agreement with the U.S. Department of Housing and Urban Development (“HUD”) pursuant to Title II of the Cranston-Gonzalez National Affordable Housing Act, under the HOME Investment Partnership Program (“HOME Program”); and

WHEREAS the City has received \$1,497,384 in HOME Investment Partnership American Rescue Plan funds (“Funds”) to assist individuals or households who are homeless, at risk of homelessness, and other vulnerable populations, by providing housing, rental assistance, supportive services, and non-congregate shelter, to reduce homelessness and increase housing stability across the country; and,

WHEREAS the City wishes to engage DOVE in utilizing Funds in accordance with HUD guidelines and Federal regulations; and,

WHEREAS Dove’s mission is to engage institutions, volunteers, and advocates seeking to coordinate efforts to address unmet needs and social justices through coordinated programs focusing on domestic violence, homelessness, education, volunteer and community empowerment, and individual emergency need fulfillment; and,

WHEREAS, the City owns property legally described as,

Lot Four (4) Block Two (2) of William Martin’s 2nd Addition of Out Lots of Decatur, as per Plat recorded in Book 17 on Page 364 of the Records I the Recorder’s office of Macon County, Illinois situated in Macon County, Illinois.

Commonly known as 805 E. Johns, Decatur, Illinois (“Property”); and,

WHEREAS the City desires to provide Funds to DOVE to purchase and renovate Property as well as other related activities; and,

WHEREAS the City desires to sell Property and DOVE desires to purchase Property from the City for the purposes of providing supportive services, transitional and permanent housing for homeless individuals; and,

WHEREAS the City has determined that DOVE has the capacity to manage a new housing facility for homeless individuals; and,

WHEREAS, the City has determined that DOVE has the capacity to manage and administer supportive services for homeless individuals.

NOW, THEREFORE, in consideration of the mutual promises and covenants, it is agreed between the parties hereto the following:

Section 1. The City agrees to sell the Property in the amount of \$190,000 to DOVE for the purposes of transitional and permanent housing for homeless individuals.

Section 2. The City agrees to appropriate an amount not to exceed Five Hundred and Sixty Thousand Dollars (\$560,000) from its portion of the Funds to Dove for the renovation of Property for the purposes of providing transitional and permanent housing for homeless individuals.

Section 3. DOVE shall be responsible for administering the funds in a manner satisfactory to the City and substantially consistent with any standards and regulations that are specified in this Agreement and adherence to the same is a condition of City providing these Funds.

Section 4. DOVE agrees to expend the total amount of Funds covered in this Agreement, solely for the agreed upon activities and in accordance with the conditions outlined in this Agreement.

Section 5. DOVE will be responsible for reviewing, following, and determining all applicable Federal, State, and local laws, statutes and other regulations relating to the use of Funds provided under this Agreement.

Section 6. The Funds provided by the City shall only be used by DOVE for residents within the corporate city limits of Decatur, IL and for the purposes of and pursuant to and under the terms of this Agreement.

Section 7. DOVE hereby acknowledges and agrees that if it fails to comply with any of the provisions of this Agreement or if the Funds are used for or in any manner contrary to those uses set forth in this Agreement, City may, in its sole discretion, terminate this Agreement and, upon written demand by the City, DOVE will repay to the City the funds used contrary to the terms set forth herein.

Section 8. DOVE agrees to provide to the City or its duly authorized representatives, access to any books, documents, papers, and records of DOVE which pertain to the Funds provided for the purpose of monitoring, making audits, examinations, and photocopying.

Section 9. DOVE and City shall execute a deed restriction, note, and mortgage as approved by City (hereto incorporated as Exhibits A-C), which instruments shall require DOVE to maintain the subject property up to minimum code standards, including lead hazard control requirements,

and comply with the rental affordability requirements of 24 CFR 92.251, 24 CFR 92.355, and 92.504(c)(3)(vii).

Section 10. DOVE shall neither assign nor transfer any interest in this Agreement without prior written consent of the City provided, however, that claims for money due or to become due DOVE under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City. If for any reason the property subject to this Agreement shall be sold prior to completion of the entire affordability period, without City consent, DOVE shall promptly repay the loan in its entirety, as required under 24 CFR 92.504(c)(3)(vii) Enforcement of the Agreement.

Section 11. A notice to proceed from the City is required and DOVE shall neither expend nor obligate funds under this agreement until a written Notice to Proceed is issued by the City. The Economic and Community Development Department shall issue a Notice to Proceed upon sufficient demonstration by DOVE of all the following conditions: 1) completion of environmental review requirements as required by HUD regulations and program requirements, 2) confirmation of additional funding sources and layering subsidy approval, 3) all general contractors will need SAM's registration including the UEI and CAGE number. and 4) receipt by City of an updated title insurance policy naming the City of Decatur as additional insured.

Section 12. Competitive bids for all work contemplated under this Agreement shall be sought, and Owner, or Owner's General Contractor shall make every reasonable effort to obtain at least two (2) itemized bids for all such work (unless self-performed by the General Contractor).

Section 13. Owner and Owner's General Contractor shall comply with applicable federal procurement requirements and follow Section 3 practices. Section 3 is a provision under the Housing and Urban Development Act of 1968. The purpose is to ensure employment and other economic opportunities generated by the financial assistance shall, to the greatest extent feasible, and consistent with the Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing and to business concerns which provide economic opportunities to low- and very low-income persons. Monthly reports, 24 CFR 75.25, shall be provided identifying all actions taken to follow Section 3. Actions to report include outreach efforts to generate job applicants, training or apprenticeship opportunities, technical assistance to Section 3 workers, job fairs, and efforts to support work readiness and retention, and more. Reports shall include the number of labor hours worked, total number of hours worked by Section 3 workers, total number of labor hours worked by "Targeted Section 3 workers. Reporting shall include the Owner, and all its contractors and subcontractors.

Section 14. Owner can submit for progress pays. City shall make interim construction payments (less 10% withheld), and final construction payments (not to exceed \$250,000) to Owner or their designees only upon receipt of invoices accompanied by lien waivers, and after inspection and approval by City that the work is within the scope of this Agreement, and Owner's proposal. Owner shall provide City fully executed, binding lien waivers for work performed through date of invoice, in accordance with applicable provisions of the Illinois Mechanics Lien Act prior to interim and final payments, as required under 24 CFR 92.504 (c)(3)(viii).

Section 15. DOVE shall be additionally obligated to maintain the Subject Property to minimum code standards of the City.

- a) Maintain the Property as residential rental property; and
- b) Operate the Property in compliance with all applicable rules and regulations for HOME assisted units, which shall, at minimum, continue for a **twenty (20) year** “affordability period.” “Affordability period” shall be defined as the period of time equal to twenty years (unless terminated earlier pursuant to the terms of this Agreement) commencing on the date the construction is completed, and 100% of the units are leased, as measured from the date all required data regarding the leasehold interests in the units shall have been entered into HUD’s Integrated Disbursement Information System, and continuing for a period of twenty consecutive years thereafter. DOVE’s obligation hereunder shall survive termination of this Agreement.

Section 16. Both DOVE and City shall maintain records for the twenty (20) year period of affordability, and an additional 5 years. DOVE’s obligation hereunder shall survive termination of this Agreement. As required under 24 CFR 92.508(a)(3)(i), 92.508(a)(3)(ii), 92.508(a)(3)(iii), 92.508(a)(3)(iv), and 92.508(a)(3)(xiv), DOVE’s records must specify the project location, document eligible and permissible project costs for both HOME-assisted units and non-assisted units, include underwriting evaluations, copies of inspection reports, and include copies of written agreements for compliance.

Section 17. No person who exercises or has exercised any functions or responsibilities with respect to the project assisted with HOME funds or who are in a position to participate in a decision-making process or gain inside information with regard to the activities may obtain a financial interest or financial benefit from the HOME-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to the HOME-assisted activity or the proceeds from such activity, either for themselves or those with whom they business or immediate family ties, during their tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage, or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a covered person. A covered person applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the city or DOVE.

Section 18. DOVE shall maintain the premises and each rental unit within the premises in a safe and sanitary condition. The premises shall be maintained in compliance with all applicable City Building, Plumbing, Electrical and Mechanical Codes currently and as amended. DOVE further agrees to observe and comply with all rules, regulations, statutes, ordinances, and laws, now in force or which may be enacted during the term of this Agreement by any municipality, county, state, or federal authorities having jurisdiction over the premises. DOVE shall schedule and City shall conduct an annual inspection of the premises to determine compliance with the terms of this Agreement. Should the property be in violation of any such codes, laws, regulations, ordinances, or rules, DOVE will be given a period to correct the violation and request an inspection. Should the second inspection result in a finding of such

violations still existing; the City, in its sole discretion, may extend the period to correct the issue. DOVE may be charged a re-inspection fee. Frequency of inspections: the first on-site ongoing inspection must occur within 12 months after the project completion. An inspection must be conducted at least once every year thereafter. If any deficiency is identified, a follow-up on-site inspection is required within twelve (12) months. Health and safety deficiencies identified during the inspection must be corrected immediately and more frequent inspections may be scheduled for the property at the City's discretion. DOVE must submit an annual certification to the City certifying that the building and all HOME-assisted units in the project are suitable for occupancy. HOME assisted units must be inspected every two years by the City.

Section 19. DOVE shall not use any funds provided under this Agreement for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 92.504 (c)(3)(x).

Section 20. DOVE shall comply with all the provisions of HUD regulations identified in 24 CFR Part 92, as now written, or subsequently amended.

Section 21. DOVE shall conduct, and submit to City, an annual tenant survey, in a manner prescribed by City, describing the socioeconomic characteristics of the tenants, and the monthly rent and utility charged for each unit.

Section 22. DOVE agrees to provide the City with regular progress reports due on the 15th of each month and all other reports which may be required by the City for compliance with HUD, Freedom of Information Act and any other federal or state law, statute, or other regulation.

Section 23. DOVE agrees to comply with Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1968; Section 104(b) and Section 109 of the Housing and Community Development Act of 1974, as amended; Section 504 of the Rehabilitation Act of 1973; the American with Disabilities Act of 1990 as amended, and the Age Discrimination Act of 1975 as amended.

Section 24. DOVE hereby assumes liability for and agrees to protect, hold harmless, and indemnify the City, its assigns, officers, employees, directors, agents and servants from and against all liabilities, obligations, losses, damages, penalties, judgments, settlements, claims, actions, suits, proceedings, costs, expenses, and disbursements, including legal fees and expenses of whatever kind and nature, imposed on, incurred by or asserted against the City, its assigns, officers, employees, directors, agents, and servants in any way relating to or arising out of any allegations, claims, or charges regarding the use of the Funds by DOVE, including but not limited to the violation by DOVE of any of its covenants or agreements under this Agreement, and any injury to any person, loss of life, or loss or destruction of property in any way arising out of or relating to the performance or operation of DOVE's operations and use of Funds.

Section 25. All Notices shall be in writing and delivered in person, or by overnight delivery service with receipt, or deposited in the United States Mail, postage prepaid, by certified or registered mail, return receipt requested, to the address set forth below, or at such other place as a party may designate by written notice to all parties. A Notice shall be deemed given: (i) if

personally delivered, on the date delivered; (ii) if by overnight delivery service, on the date delivered to the addressee; and (iii) if by mail, three (3) days after mailing.

To City: Assistant Director, Economic and Community
Development
City of Decatur
#1 Gary K. Anderson Plaza
Decatur, IL 62521

To DOVE: Executive Director
Dove Inc
302 S. Union
Decatur, IL 62522

Section 26. This Agreement will be binding upon and inure to the benefit of the parties, their permitted assigns, and successors.

Section 27. Failure of either party to require strict compliance by the other party with any provision of this Agreement on one or more occasions will not constitute a waiver of the right to require strict compliance with the provision on any later occasion.

Section 28. This Agreement will be governed by and construed in accordance with the laws of Illinois. Exclusive venue for all proceedings regarding this Agreement shall be Macon County, Illinois.

Section 29. Any modification of this Agreement or additional obligations assumed by either party in connection to this Agreement will be binding only if evidenced in writing and signed by each party.

Section 30. Each provision of this Agreement is separable from the whole. If any portion of this Agreement is determined invalid, that invalidity will not impair the remaining provisions of this Agreement.

Section 31. Nothing herein will grant any right or interest hereunder to any person not specifically identified as a party hereto.

Section 32. This Agreement will constitute the entire agreement between the parties, and any prior understanding or representation of any kind preceding the Effective date, will not be binding upon either party except to the extent incorporated herein.

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

CITY OF DECATUR, ILLINOIS

DOVE INC.

By: _____

By: _____

Its: _____

Its: _____

DATE: _____

DATE: _____

SUBJECT: Resolution Authorizing Sub-Recipient Agreement Between the City of Decatur, Illinois and DOVE, Inc. for Supportive Services of 805 E. Johns Utilizing Home Investment Partnerships American Rescue Plan (HOME-ARP) Funds

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Agreement	Backup Material

ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT

No. 23-07

April 17, 2023

TO: Lisa Gregory, Mayor Pro Tem and City Council

FROM: Scot Wrighton, City Manager
Cordaryl “Pat” Patrick, Director, Economic & Community Development
Richelle L. Dunbar, Asst. Dir. Economic & Community Dev.

SUBJECT: Supportive Services agreement with Dove, Inc. funded from HOME ARP

RECOMMENDATION: Staff recommends approval of the attached sub recipient agreement with Dove, Inc. The recommended allocation is \$250,000 which is from the HOME ARP funds as provided by the Department of Housing and Urban Development. This agreement expires April 30, 2025. The supportive services activities include but are not limited to: case management, program implementation, transportation, supplies and indirect costs.

BACKGROUND: The City of Decatur received \$1,497,384 HOME ARP funds for development and support of affordable housing for the homeless population. As part of our revitalization efforts, the City of Decatur purchased a vacant building within the Johns Hill area. This building is a former nursing home and is perfect for housing residents. It is also located two blocks from the Homeward Bound office which assists our homeless population.

Dove, Inc., has an extensive history of assisting Decatur residents. The City of Decatur has an existing agreement with Dove, Inc. to provide rent, mortgage, and utility assistance to eligible residents to Covid affected residents.

A copy of the agreement is attached.

POTENTIAL OBJECTIONS: Staff are not aware of objections.

INPUT FROM OTHER SOURCES: Meetings from the Continuum of Care partners along with public meetings from a variety of community organizations.

STAFF REFERENCE: Additional questions can be forwarded to Richelle L. Dunbar at 217.424.2864 or Rdunbar@decaturil.gov

BUDGET/TIME IMPLICATIONS: N/A

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING SUB-RECIPIENT AGREEMENT BETWEEN CITY OF
DECATUR, ILLINOIS AND DOVE, INC. FOR SUPPORTIVE SERVICES OF 805 E.
JOHNS UTILIZING HOME INVESTMENT PARTNERSHIP AMERICAN RESCUE
PLAN (HOME-ARP) FUNDS**

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

Section 1. That the Agreement presented to Council herewith, between CITY OF
DECATUR, ILLINOIS and DOVE, Inc. be and the same is hereby, receive, placed on file, and
approved.

Section 2. That DOVE receives an amount of \$250,000 for supportive services, i.e., case
management, transportation, program implementation and indirect costs.

Section 3. That the City Manager, Director/Asst. Director of Economic and Community
Development and is hereby, authorized and directed to affect payment for supportive services for
805 E. Johns with terms and conditions as determined by the attached agreement.

PRESENTED and ADOPTED this 17th day of April 2023

Lisa Gregory, Mayor Pro Tem

ATTEST:

Kim Althoff, City Clerk

**SUB- RECIPIENT AGREEMENT BETWEEN CITY OF DECATUR, ILLINOIS
AND DOVE INC FOR SUPPORTIVE SERVICES OF 805 E. JOHNS UTILIZING
HOME INVESTMENT PARTNERSHIPS AMERICAN RESCUE PLAN (HOME-ARP)
FUNDS**

This Agreement (“Agreement”) is made and entered into between the City of Decatur, Illinois, an Illinois municipal corporation (“City”) and DOVE Inc., an Illinois not for profit corporation (“DOVE”), for and in consideration of the mutual covenants and promises and good and valuable consideration contained herein.

WHEREAS, the City has entered into a Grant agreement with the U.S. Department of Housing and Urban Development (“HUD”) pursuant to Title II of the Cranston-Gonzalez National Affordable Housing Act, under the HOME Investment Partnership Program (“HOME Program”); and

WHEREAS the City has received \$1,497,384 in HOME Investment Partnership American Rescue Plan funds (“Funds”) to assist individuals or households who are homeless, at risk of homelessness, and other vulnerable populations, by providing housing, rental assistance, supportive services, and non-congregate shelter, to reduce homelessness and increase housing stability across the country; and,

WHEREAS the City wishes to engage DOVE in utilizing Funds in accordance with HUD guidelines and Federal regulations; and,

WHEREAS Dove’s mission is to engage institutions, volunteers, and advocates seeking to coordinate efforts to address unmet needs and social justices through coordinated programs focusing on domestic violence, homelessness, education, volunteer and community empowerment, and individual emergency need fulfillment; and,

WHEREAS, the City owns property legally described as,

Lot Four (4) Block Two (2) of William Martin’s 2nd Addition of Out Lots of Decatur, as per Plat recorded in Book 17 on Page 364 of the Records I the Recorder’s office of Macon County, Illinois situated in Macon County, Illinois.

Commonly known as 805 E. Johns, Decatur, Illinois (“Property”); and,

WHEREAS the City desires to provide DOVE with funding to provide supportive services, which include: case management, transportation, program implementation, supplies and indirect costs.

WHEREAS, the City has determined that DOVE has the capacity to manage and administer supportive services for homeless individuals.

NOW, THEREFORE, in consideration of the mutual promises and covenants, it is agreed between the parties hereto the following:

Section 1. The City agrees to appropriate an amount not to exceed Two Hundred and Fifty Thousand Dollars (\$250,000) from its portion of the funds to DOVE for purposes of providing supportive services to transitional and permanent housing for homeless individuals.

Section 2. DOVE shall submit an itemized budget explaining the prospective expenses. Administrative costs shall not exceed 20% of the total budget. A list of ineligible expenses will be provided to DOVE staff.

Section 3. DOVE shall be responsible for administering the funds in a manner satisfactory to the City and substantially consistent with any standards and regulations that are specified in this Agreement and adherence to the same is a condition of City providing these funds.

Section 4. DOVE agrees to expend the total amount of Funds covered in this Agreement, solely for the agreed upon activities and in accordance with the conditions outlined in this Agreement.

Section 5. DOVE will be responsible for reviewing, following, and determining all applicable Federal, State, and local laws, statutes and other regulations relating to the use of Funds provided under this Agreement.

Section 6. The Funds provided by the City shall only be used by DOVE for residents within the corporate city limits of Decatur, IL and for the purposes of and pursuant to and under the terms of this Agreement.

Section 7. DOVE hereby acknowledges and agrees that if it fails to comply with any of the provisions of this Agreement or if the Funds are used for or in any manner contrary to those uses set forth in this Agreement, City may, in its sole discretion, terminate this Agreement and, upon written demand by the City, DOVE will repay to the City the funds used contrary to the terms set forth herein.

Section 8. DOVE agrees to provide to the City or its duly authorized representatives, access to any books, documents, papers, and records of DOVE which pertain to the Funds provided for the purpose of monitoring, making audits, examinations, and photocopying.

Section 9. DOVE shall be additionally obligated to maintain the Subject Property to minimum code standards of the City. DOVE shall maintain the premises in a safe and sanitary condition. The premises shall be maintained in compliance with all applicable City Building, Plumbing, Electrical and Mechanical Codes currently and as amended. DOVE further agrees to observe and comply with all rules, regulations, statutes, ordinances, and laws, now in force or which may be enacted during the term of this Agreement by any municipality, county, state, or federal authorities having jurisdiction over the premises. Should the property be in violation of any such codes, laws, regulations, ordinances, or rules, DOVE will be given a period to correct the violation and request an inspection. Health and safety deficiencies identified during the

inspection must be corrected immediately and more frequent inspections may be scheduled for the property at the City's discretion.

Section 10. Both DOVE and City shall maintain records for the twenty (20) year period of affordability, and an additional 5 years. DOVE's obligation hereunder shall survive termination of this Agreement. As required under 24 CFR 92.508(a)(3)(i), 92.508(a)(3)(ii), 92.508(a)(3)(iii), 92.508(a)(3)(iv), and 92.508(a)(3)(xiv).

Section 11. No person who exercises or has exercised any functions or responsibilities with respect to the project assisted with HOME funds or who are in a position to participate in a decision-making process or gain inside information with regard to the activities may obtain a financial interest or financial benefit from the HOME-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to the HOME-assisted activity or the proceeds from such activity, either for themselves or those with whom they business or immediate family ties, during their tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage, or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a covered person. A covered person applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the city or DOVE.

Section 12. DOVE shall not use any funds provided under this Agreement for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 92.504 (c)(3)(x).

Section 13. DOVE shall comply with all the provisions of HUD regulations identified in 24 CFR Part 92, as now written, or subsequently amended.

Section 14. DOVE agrees to provide the City with regular progress reports due on the 15th of each month and all other reports which may be required by the City for compliance with HUD, Freedom of Information Act and any other federal or state law, statute, or other regulation.

Section 15. DOVE agrees to comply with Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1968; Section 104(b) and Section 109 of the Housing and Community Development Act of 1974, as amended; Section 504 of the Rehabilitation Act of 1973; the American with Disabilities Act of 1990 as amended, and the Age Discrimination Act of 1975 as amended.

Section 16. DOVE hereby assumes liability for and agrees to protect, hold harmless, and indemnify the City, its assigns, officers, employees, directors, agents and servants from and against all liabilities, obligations, losses, damages, penalties, judgments, settlements, claims, actions, suits, proceedings, costs, expenses, and disbursements, including legal fees and expenses of whatever kind and nature, imposed on, incurred by or asserted against the City, its assigns, officers, employees, directors, agents, and servants in any way relating to or arising out of any allegations, claims, or charges regarding the use of the Funds by DOVE, including but not limited to the violation by DOVE of any of its covenants or agreements under this Agreement, and any injury to any person, loss of life, or loss or destruction of property in any way arising out of or relating to the performance or operation of DOVE's operations and use of Funds.

Section 17. All Notices shall be in writing and delivered in person, or by overnight delivery service with receipt, or deposited in the United States Mail, postage prepaid, by certified or registered mail, return receipt requested, to the address set forth below, or at such other place as a party may designate by written notice to all parties. A Notice shall be deemed given: (i) if personally delivered, on the date delivered; (ii) if by overnight delivery service, on the date delivered to the addressee; and (iii) if by mail, three (3) days after mailing.

To City: Assistant Director, Economic and Community
Development
City of Decatur
#1 Gary K. Anderson Plaza
Decatur, IL 62521

To DOVE: Executive Director
Dove Inc
302 S. Union
Decatur, IL 62522

Section 18. This Agreement will be binding upon and inure to the benefit of the parties, their permitted assigns, and successors.

Section 19. Failure of either party to require strict compliance by the other party with any provision of this Agreement on one or more occasions will not constitute a waiver of the right to require strict compliance with the provision on any later occasion.

Section 20. This Agreement will be governed by and construed in accordance with the laws of Illinois. Exclusive venue for all proceedings regarding this Agreement shall be Macon County, Illinois.

Section 21. Any modification of this Agreement or additional obligations assumed by either party in connection to this Agreement will be binding only if evidenced in writing and signed by each party.

Section 22. Each provision of this Agreement is separable from the whole. If any portion of this Agreement is determined invalid, that invalidity will not impair the remaining provisions of this Agreement.

Section 23. Nothing herein will grant any right or interest hereunder to any person not specifically identified as a party hereto.

Section 24. This Agreement will constitute the entire agreement between the parties, and any prior understanding or representation of any kind preceding the effective date, will not be binding upon either party except to the extent incorporated herein.

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

CITY OF DECATUR, ILLINOIS

DOVE INC.

By: _____

By: _____

Its: _____

Its: _____

DATE: _____

DATE: _____

Public Works

DATE: 4/4/2023

MEMO: 2023-32

TO: Mayor Pro Tem Lisa Gregory and City Council Members

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

SUBJECT:
Resolution Approving an Agreement with Strand Associates, Inc. for Professional Engineering Services for the Northeast Quadrant Water System Modeling Study, City Project 2023-04.

SUMMARY RECOMMENDATION: It is recommended that the City Council approve the attached Resolution authorizing the Mayor to sign, and the City Clerk to attest, a professional engineering services agreement between the City of Decatur and Strand Associates, Inc., to provide professional services for the water system modeling of the northeast quadrant of the City, for a fee not to exceed \$65,000.

BACKGROUND:

The Northeast quadrant of water system generally includes the area of the City North of Garfield Ave and East of 22nd St. The area has existing industrial customers with the potential to add new industrial customers. Understanding of existing capacity, timeline for upgrades and cost to increase the capacity is important to economic development and industrial developers.

Strand Associates, Inc. (Strand) has been providing the City with water system modeling and master planning services since 2000. In 2018 Strand updated model to include hourly information from the automatic metering system. Strand's experience with City's water system allows them to provide the City with high quality and efficient professional services.

Engineering Services Agreement

The Northeast Quadrant Water System Modeling Study will provide the City with modeling scenarios of increased water usage and delivery in the study zone. As the city plans for additional economic development projects in the Northeast quadrant, it will eventually reach the practical limit of how much additional treated potable water can be delivered for large volume users at such a distance from the city's treatment plant and water storage facilities. The study will assess these limits and costs in far greater detail. In the long-term, when this limit is reached, the city will need

to plan for industrial expansions in alternative locations. The scope of services for Strand’s includes:

1. Provide system model updates since last model was prepared.
2. Provide model scenarios with current and planned demands for the area.
3. Develop future model scenarios for additional demands in the area.
4. Perform steady state, fire flow, and extended period simulation for additional demands.
5. Provide opinion of probable construction cost for selected alternatives.
6. Provide a final report with recommendations.

LEGAL REVIEW: The proposed Agreement was approved by the Legal Department on March 20, 2023.

SCHEDULE: Work will start in late April with the final report submitted in October 2023.

PRIOR COUNCIL ACTION:

This work is budgeted in the FY 2023 Capital Improvement Plan.

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES:

Strand Associates, Inc.

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: The proposed engineering services agreement with Strand Associates Inc. is for a cost of \$65,000. Funding for this project is allocated in the Water Fund.

Staffing Impact: Staff time is allocated to manage and review.

ATTACHMENTS:

Description	Type
Resolution Approving an Agreement with Strand Associates, Inc. for Professional Engineering Services for the Northeast Quadrant Water System Modeling Study, City Project 2023-04	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION APPROVING AN AGREEMENT WITH STRAND ASSOCIATES, INC.
FOR PROFESSIONAL ENGINEERING SERVICES FOR THE NORTHEAST
QUADRANT WATER SYSTEM MODELING STUDY
CITY PROJECT 2023-04**

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

Section 1. That the Agreement approving the professional engineering services for the Northeast Quadrant Water System Modeling Study, City Project 2023-04, presented to the Council herewith as Exhibit 1 and made a part hereof, between the City of Decatur and Strand Associates, Inc. be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and the City Clerk be, and they are hereby, authorized and directed to execute said Professional Engineering Services Agreement between the City of Decatur, Illinois and Strand Associates, Inc., for a fee not to exceed \$65,000.00.

PRESENTED and ADOPTED this 17th day of April 2023.

Lisa Gregory, Mayor Pro Tem

ATTEST:

Kim Althoff, City Clerk

Exhibit 1

CITY OF DECATUR PROFESSIONAL ENGINEERING SERVICES AGREEMENT

NORTHEAST QUADRANT WATER SYSTEM MODELING STUDY CITY PROJECT 2023-04

This Agreement ("Agreement") is made and entered into between the City of Decatur, Illinois, an Illinois home rule municipal corporation ("City"), and Strand Associates Inc., ("Consulting Engineer"), for and in consideration of the mutual covenants and promises and good and valuable consideration contained herein.

SCOPE OF SERVICES

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

SECTION I. GENERAL

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

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

SECTION II. BASIC SERVICES

A. STUDY AND REPORT PHASE.

The Consulting Engineer shall:

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

SECTION III. CITY'S RESPONSIBILITIES

The City shall,

- A. FURNISH REQUIREMENTS AND LIMITATIONS. Provide all criteria and full information as to the City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, economic parameters and any budgetary limitations; and furnish copies of all design and construction standards which the City will require to be included in the Drawings and Specifications.

- B. FURNISH INFORMATION. Assist the Consulting Engineer by placing at the Consulting Engineer's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- C. FURNISH TECHNICAL INFORMATION. Furnish to the Consulting Engineer, as required for performance of the Consulting Engineer's Basic Services (except to the extent provided otherwise in Exhibit A, "Scope of Services"), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; all of which the Consulting Engineer may rely upon in performing the Consulting Engineer's services.
- D. SURVEYS AND REFERENCE POINTS. Provide field control surveys and establish reference points and base lines except to the extent provided otherwise in Section II to enable the Contractor(s) to proceed with the layout of the work.
- E. ACCESS TO PROPERTY. Arrange for access to and make all provisions for the Consulting Engineer to enter upon public and private property as required for the Consulting Engineer to perform the Consulting Engineer's services.
- F. REVIEW DOCUMENTS. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consulting Engineer, obtain advice of an attorney, insurance counselor and other consultants as the City's Representative deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consulting Engineer.
- G. OBTAIN APPROVALS AND PERMITS. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- H. ACCOUNTING, LEGAL AND INSURANCE SERVICE. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as the City's Representative may require or the Consulting Engineer may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by the Contractor(s), such auditing service as the City's Representative may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract, and such inspection services as the City's Representative may require to ascertain that the Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work except as otherwise provided in Section II.
- I. NOTIFY THE CONSULTING ENGINEER OF DEFECTS OR DEVELOPMENT. Give prompt written notice to the Consulting Engineer whenever the City's Representative observes or otherwise becomes aware of any development that affects the scope or timing of the Consulting Engineer's services, or any defect in the work of the Contractor(s).

SECTION IV. GENERAL CONSIDERATIONS

- A. SUCCESSORS AND ASSIGNS. The City and the Consulting Engineer each binds their respective partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as below, neither the City nor the Consulting engineer shall assign, sublet, or transfer their respective interests in this Agreement without the written consent of the other. Nothing herein shall be construed as created any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consulting Engineer.
- B. OWNERSHIP OF DOCUMENTS. All drawings, specifications, reports, records, and other work product developed by the Consulting Engineer in connection with this Project are public documents and, upon payment to the Consulting Engineer, shall remain the property of the City whether the Project is completed or not.
- C. ESTIMATES OF COST (COST OPINION). Since the Consulting Engineer has no control over the cost of labor and materials, or over competitive bidding and market conditions, estimates of construction cost provided are to be made on the basis of the Consulting Engineer's experience and qualifications, but the Consulting Engineer does not guarantee the accuracy of such estimates as compared to the Contractor's bids or the Project construction cost.
- D. INSURANCE.
1. Requirement. During the term of this Agreement, at its own cost and expense, the Consulting Engineer shall maintain in full force and effect insurance policies as enumerated below.
 2. Policy Form. All policies save for the professional liability shall be written on an occurrence basis. Professional liability insurance can be either claims made or occurrence basis policies.
 3. Additional Insured. The City of Decatur and its officers and employees shall be named as additional insured parties on the general liability policy and included as additional insured parties on the automobile liability policy. The City's interests as additional insured parties shall be on a primary and non-contributory basis on all policies and noted as such on the insurance certificates.
 4. Qualification of Insurers. All policies will be written with insurance carriers qualified to do business in the State of Illinois rated A-VIII or better in the latest Best's Key Rating Guide.
 5. Form of Policy. All policies shall be written on the most current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form.
 6. Time of Submission; Certificate of Insurance. At or before the time of execution of this Agreement and prior to commencing any work activity on the project, the Consulting Engineer shall provide the City's Representative with certificates of insurance showing evidence the insurance policies noted below are in full force and effect. Consulting Engineer shall give the City's Representative at least 30 days written notice prior to any material change, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be 10 days. The certificates shall be attached hereto as Exhibit E. The Consulting Engineer shall provide any renewal certificates of insurance automatically to the City's Representative at least 30 days prior to policy expiration. The certificate must certify the following:
 - a. Name and address of party insured.

- b. Name(s) of insurance company or companies.
 - c. Name and address of authorized agent executing such certificate.
 - d. Description of type of insurance and coverage afforded thereunder.
 - e. Insurance policy numbers.
 - f. Limits of liability of such policies and date of expiration of policies.
 - g. To the extent the same is available, insurance company or companies shall further certify that said policies shall not be modified, cancelled or terminated until after written notice to the City's Representative per standard ISO accord form wording and the policy provisions.
7. Types and Limits of Insurance. The Consulting Engineer shall provide the following:
- a. Workers' Compensation:
 - Coverage A: Statutory Limits
 - Coverage B: One hundred thousand dollars (\$100,000) employer's liability limits for each accident or per disease, per employee. Said policies shall be endorsed to cover any disability benefits or Federal compensation acts if applicable.
 - b. General Liability: Combined single limits of, no less than, one million dollars (\$1,000,000) per occurrence. General Liability Insurance shall include:
 - Personal Injury Liability coverage.
 - c. Automobile Liability: Combined single limits of, no less than, one million dollars (\$1,000,000) per occurrence. Auto liability shall include hired and non-owned autos.
 - d. Professional Liability: A professional liability errors and omissions policy with limits of, no less than, one million dollars (\$1,000,000) per claim. If said policy is written on a claims made basis, the retroactive date of the policy must predate the date of this Agreement. In addition, the policy term must extend one year beyond completion date of this Agreement.
 - e. Self-insured: If a self-insured retention or deductible is maintained on any of the policies, the Consulting Engineer shall provide the amount of the self-insured retention or deductible to the City. Such deductibles shall be subject to approval by the City. Such approval shall not be unreasonably withheld. The Engineer will be held solely responsible for the amount of such deductible and for any co-insurance.
8. Insurance Not A Limitation. The insurance coverage and requirements contained in this Section shall not be construed to be a limitation of liability for the Consulting Engineer.

E. TERMINATION

- 1. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided that no such termination may be affected unless the other party is given not less than fifteen (15) calendar days prior written notice (delivered by certified mail, return receipt requested) of intent to terminate, and an opportunity for consultation with the terminating party prior to termination.
- 2. This Agreement may be terminated in whole or in part in writing by the City for its convenience; provided that the Consulting Engineer is given not less than fifteen (15) calendar days prior

written notice delivered by certified mail, return receipt requested of intent to terminate, and an opportunity for consultation with the City prior to termination.

3. Upon receipt of a notice of intent to terminate from the City pursuant to this Agreement, the Consulting Engineer shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) make available to the City at any reasonable time at a location specified by the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consulting Engineer in performing this Agreement, whether completed or in process.
 4. Upon termination pursuant to this Agreement, the City's Representative may take over the Services and complete the same by agreement with another party or otherwise.
- F. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS. The Consulting Engineer agrees to abide by and comply with the City's "Equal Employment Opportunity Clause" (attached and marked hereto as Exhibit F and incorporated herein by reference) to the extent that the clause is applicable to this Agreement.
- G. INDEPENDENT CONTRACTOR STATUS. Nothing contained in this Agreement shall be construed to make the Consulting Engineer an employee or partner of the City. The Consulting Engineer shall at all times hereunder be construed to be an independent contractor.
- H. FEDERAL FUNDING. If Federal Funds are utilized as a source of Project funding, the Consulting Engineer shall abide by the terms of all Federal requirements in the performance of duties hereunder.
- I. AMENDMENT OF AGREEMENT. This Agreement shall be amended or supplemented only in writing and executed by both parties hereto.
- J. HOLD HARMLESS. Consulting Engineer shall indemnify and save harmless the City, its officers and employees against claims for damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and including reasonable attorney's fees incurred by the City or required in any way to be paid by the City, in defense thereof, and shall indemnify and save harmless the City from all claims, demands, suits, actions or proceedings including Worker's Compensation claims, of or by anyone whomsoever, to the extent proximately caused or proximately arising out of negligent acts or omissions to act by Consulting Engineer in connection with its performance of this Agreement, including operations of its subcontractors and negligent acts or omissions of employees or agents of the Consulting Engineer or its subcontractors.

The City shall indemnify and save harmless the Consulting Engineer, its officers and employees against any and all claims for damages to property or injuries to or death of any person or persons, including property and employees or agents of the Consulting Engineer and including reasonable attorney's fees incurred by the Consulting Engineer or required in any way to be paid by the Consulting Engineer, in defense thereof, and shall indemnify and save harmless the Consulting Engineer from all claims, demands, suits, actions or proceedings including Worker's Compensation claims, of or by anyone whomsoever, proximately caused or proximately arising out of negligent acts or omissions to act by City in connection with its performance of this Agreement, including operations of its subcontractors and negligent acts or omissions of employees or agents of the City or its subcontractors.

Insurance coverage specified in this Agreement constitutes the minimum requirements and said requirements shall not lessen or limit the liability of the Consulting Engineer under the terms of the Agreement. The Consulting Engineer shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance that, in the Consulting Engineer's own judgment, may be

necessary for the Consulting Engineer's proper protection in the prosecution of the Services. Neither Party shall be liable to the other Party for incidental, indirect, special or consequential damages.

- K. COPYRIGHT ASSIGNMENT. The Consulting Engineer assigns to the City any and all of Consulting Engineer's rights under copyright laws for work prepared by the Consulting Engineer, its employees, subcontractors or agents in connection with this Agreement, including any and all rights to register said copyright, renewal rights, determination rights and import rights. The Consulting Engineer agrees to execute any additional documents the City may request to effectuate the assignment of said copyright.
- L. NO BID RIGGING, BID ROTATION. The Consulting Engineer certifies, in accordance with Section 33E-11 of the Illinois Criminal Code, that the Consulting Engineer is not barred from bidding on contracts as a result of a violation of either Section 33E-3, Bid Rigging, or Section 33E-4, Bid Rotating, of the Illinois Criminal Code. The Consulting Engineer so certifies in the Non-Collusion Statement, attached and marked herein as Exhibit G and incorporated herein by reference.
- M. NO DELINQUENT TAXES. The Consulting Engineer agrees that it is not delinquent in payment of any and all taxes in any State or any political subdivisions therein and shall so certify in the Affidavit of No Delinquent Taxes, attached and marked herein as Exhibit G, and incorporated herein by reference.
- N. DRUG FREE WORKPLACE. The Consulting Engineer agrees that it shall comply with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et seq. If the Consulting Engineer has twenty-five (25) or more employees or this Agreement is for more than Five Thousand Dollars (\$5,000.00), the Consulting Engineer shall provide to the City the Drug Free Workplace Certification attached and marked herein as Exhibit G and incorporated herein by reference.
- O. SEVERABILITY. If any section, terms or provisions of this Agreement or the application thereof shall be held to be invalid or unenforceable, the remainder of each section, subsection, term or provision of this Agreement or the application of the Agreement to the parties, shall not be affected thereby.
- P. TIMELINESS. The Parties recognize and agree that time is of the essence of this Agreement as is consistent with the applicable professional standard of care.

SECTION V. PAYMENT

- A. BASIS OF BILLING. City shall pay the Consulting Engineer for all services rendered under Section II Phases A through F an amount based on Direct Labor Costs times 3.05 for services rendered by principals and employees assigned to the Project.

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

- B. SUBCONSULTANT. The City shall pay the Consulting Engineer for services and reimbursable expenses of subconsultants engaged by the Consulting Engineer with the approval of the City's Representative, the amount billed by the Subconsultant to the Consulting Engineer times an approved multiplier of 1.15.

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

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

D. PAYMENT FOR SERVICES COMPLETED

1. Monthly Progress Payments. Monthly progress payments may be requested by the Consulting Engineer for Services satisfactorily completed and shall be made by the City to the Consulting Engineer as soon as practicable upon submission of statements requesting payment by the Consulting Engineer to the City. Each statement shall be accompanied by an Invoice Data Sheet as shown in Exhibit I. If the Consulting Engineer prefers, the Invoice Data sheet may serve as the Consulting Engineer's invoice.
 2. Monthly Progress Reports. The Consulting Engineer shall prepare a monthly progress report indicating the amount of Services completed based on the approved scope of Services and any approved addendums. The Consulting Engineer shall also prepare a progress chart showing the upper limit of compensation approved by the Agreement, the planned time of completion, the estimated completion to date, the percentage of the approved Agreement amount earned, the percentage of elapsed time, and the currently forecasted amount of Services required to complete the project. The Consulting Engineer may use an electronic spreadsheet template prepared by the City's Representative to prepare the progress chart.
 3. Maximum Payment Requests. No payment request made pursuant to subparagraph 1 of this Section V shall exceed the estimated maximum total amount and value of the total services to be performed by the Consulting Engineer under this Agreement for that phase or additional service without the prior authorization of the City's Representative. These estimates have been prepared by the Consulting Engineer and supplemented or accompanied by such supporting data as may be required by the City's Representative.
 4. Time and Manner of Payments. Upon receipt of a properly invoiced payment request, the City shall pay the amount due less any amounts allowed to be retained or withheld by the City under this Agreement within 60 days of receipt of the invoice.
 5. Release of Claims. Upon satisfactory completion of the Services performed hereunder and prior to final payment under this Agreement, and as a condition precedent thereto, the Consulting Engineer shall execute and deliver to the City's Representative a release of all claims against the City arising under or by virtue of this Agreement.
 6. Local Government Prompt Payment Act. The Consulting Engineer and City hereby expressly acknowledge and agree that the Local Government Prompt Payment Act does not apply to this Agreement.
- E. PAYMENT UPON TERMINATION. In the event of termination by City under Section IV.E upon the completion of any phase of the Basic Services, progress payments due to the Consulting Engineer for services rendered through such phase shall constitute total payment for such services. In the event of such termination by City during any phase of the Basic Services, Consulting Engineer also will be

reimbursed for the charges of independent professional associates and consultants employed by Consulting Engineer to render Basic Services, and paid for services rendered during that phase on the basis of Consulting Engineer's Direct Labor Costs times a factor defined in Section V.A. of this Agreement for services rendered during that phase to date of termination by Consulting Engineer's principals and employees engaged directly on the Project. In the event of any such termination, Consulting Engineer will be paid for all unpaid Additional Services rendered to date and unpaid Reimbursable Expenses that may have accrued to date.

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

DATED this _____ day of _____, 2023

THE CITY OF DECATUR, ILLINOIS

By: _____
Mayor

ATTEST:

City Clerk

CONSULTING ENGINEER

By: _____

EXHIBIT A

NORTHEAST ZONE WATER SYSTEM MODELING AND DEVELOPMENT PLAN

Scope of Services

Consulting Engineer will provide the following Services to City:

1. Conduct a face-to-face kickoff meeting for the project and collect additional information, including the following:
 - a. Distribution system improvements installed by City since the 2018 modeling.
 - b. Updated water system demand data for the last three years.
 - c. Current and proposed City zoning map for the area of development to be considered as part of the evaluation.
 - d. Planning reports by others indicating future population and demand projections for City's water system.
 - e. Proposed distribution system improvements included in City's capital improvement program.
 - f. South Water Treatment Plant capacity-related information and design criteria.
 - g. Other information necessary for water system modeling.
2. Review data requested from City and develop probable water system basic supply capacity and demands for serving the proposed development areas for use in water system modeling for approval by City.
3. Update City's water system model with current and future planned improvements using the additional water system demands for the proposed development.
4. Develop current and future model scenarios, with input from City, based on increased demands resulting from new City developments in the Northeast Zone.
5. Perform steady state and extended period simulations (EPS), using the updated model calibrated as of 2018, to predict the performance of the distribution system based on:
 - a. Simulated growth in the Northeast Zone without additional water system modifications.
 - b. Simulated growth in Northeast Zone with previously evaluated modifications.
 - c. Simulated growth in the Northeast Zone as a separate pressure zone and with previously evaluated modifications.
 - d. One additional scenario if the need for additional system modifications to meet projected demand in the Northeast Zone development area is greater than those previously evaluated.

6. Prepare a draft technical memorandum describing the steady state and EPS conditions modeled in the four scenarios above for review and discussion with City via videoconference.
7. Perform additional modeling for the two scenarios selected by City based on technical memorandum review comments and input.
8. Prepare draft report of updated supply capabilities, modeling scenarios, potential system modifications, and associated opinions of probable construction costs for City to review and comment. Attend a face-to-face meeting to review comments with City.
9. Incorporate comments, as appropriate, and provide electronic copies of the final report to City.

If-Authorized Services

The following If-Authorized Services will be provided by the Consulting Engineer as authorized by City in writing.

Additional water system modeling scenarios and modifications as agreed to in writing with City.

Compensation

City shall compensate Consulting Engineer for Services performed on an hourly rate basis plus expenses for an estimated fee not to exceed \$55,000.

If-Authorized Services will be as agreed to by City in writing for an estimated fee not to exceed \$10,000.

Task	Project Manager	Quality Control and Technical Assistance	Project Engineer	Total Hours Including Support Staff	Estimated Fee
1	14	14	4	37	\$ 7,500
2	4	2	8	16	\$ 3,500
3	4	2	8	16	\$ 3,500
4	7	4	32	45	\$ 9,500
5	7	4	24	47	\$10,000
6	9	6	8	27	\$ 3,000
7	26	26	8	64	\$14,000
8	7	4	8	23	\$ 4,000
Totals	78	62	100	275	\$55,000
If-Authorized Services					\$10,000
Total					\$65,000



CITY OF DECATUR ILLINOIS

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

Notice to Proceed

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

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

The City Representative for this Phase of work is _____.

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

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

ACCEPTANCE OF NOTICE

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

EXHIBIT C
PROJECT TIMELINE

The following represents the anticipated timeline and deliverables for the project.

Description	Date
Kickoff Meeting	May 1, 2023
Technical Memorandum	August 15, 2023
Draft Report	September 29, 2023
Final Report	December 15, 2023



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

Amendment No

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

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

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

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

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

State fully the nature and reason for the amendment change _____

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

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

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

Recommended _____
 Public Works Director

_____ Date

Approved _____
 Mayor

 Date

Attested _____
 City Clerk

 Date

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

The corporate officers are as follows:

President: Matthew S. Richards

Vice President: Jeffrey L. Kronser

Secretary: Joseph M. Bunker

C. PARTNERSHIP OR LLC

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

Name	Home Address & Telephone

Name	Home Address & Telephone

Name	Home Address & Telephone

The business address is _____

Telephone: _____ Fax: _____

D. INDIVIDUAL PROPRIETORSHIP

The business address is _____

Telephone: _____ Fax: _____

My home address is _____

Telephone: _____ Fax: _____

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

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

Check One:

_____ Others Interested in this Agreement X None

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

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

SECTION III. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

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

SECTION IV. FAMILIARITY WITH LAWS STATEMENT

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

CONSULTING ENGINEER

Signature

Joseph M. Bunker
Printed Name

Corporate Secretary
Title

SUBSCRIBED and SWORN to before me this ____ day of _____, 20 ____.

Notary Public

Exhibit H

DIRECT HOURLY LABOR COSTS OF THE CONSULTING ENGINEER

As of the date of this Agreement,

Project Name: Northeast Zone Water System Modeling and Development Plan

Consulting Engineer: Strand Associates, Inc.®

Classification	Minimum	Maximum
Principal	\$101.33	\$126.00
Senior Project Manager	\$69.00	\$102.33
Project Manager	\$39.00	\$72.33
Project Engineers and Scientists	\$30.33	\$48.67
Technicians and Drafters	\$17.00	\$58.33
Office Production	\$35.33 (average)	
Rates adjusted on July 1st of each year		

Exhibit I - CITY OF DECATUR INVOICE DATA SHEET

Project: Northeast Zone Water System Modeling and Development Plan

(Consulting Engineer Name & Address)

Strand Associates, Inc.[®]
 910 West Wingra Drive
 Madison, WI 53715

City Project No.: 2023-04

Invoice Date:

Invoice Number:

Invoice Period From:

To:

Agreement/C.O.

Date Approved

Council Bill

Upper Limit

Original Agreement

\$65,000

Item	To Date	Previous Invoices	This Invoice
Staff Hours Expended			
Direct Labor Cost			
Agreement Multiplier	3.05	3.05	3.05
Total Labor Cost			
Direct Subconsultant Cost			
Subconsultant Multiplier	1.15	1.15	1.15
Total Subconsultant Cost			
Reimbursable Expenses			
Total Amount Earned			
TOTAL AMOUNT DUE THIS INVOICE:			
Avg. Direct Labor Cost		(For City Use)	
Avg. Total Labor Cost			
Percent Complete			

Consulting Engineer's
 Signature:

Title:

Public Works

DATE: 4/6/2023

MEMO: 2023-34

TO: Mayor Pro Tem Lisa Gregory and City Council Members

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

SUBJECT:

Resolution Authorizing a Stipulated Agreement Concerning Voluntary Vacation and Permanent Closure of the William Street At-Grade Crossing with the Decatur & Eastern Illinois Railroad.

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolution authorizing Stipulated Agreement 2271 concerning the City's voluntary vacation of the William Street at-grade crossing with the Decatur & Eastern Illinois Railroad (see attached location map).

BACKGROUND:

In 2021, the Illinois Commerce Commission reviewed the railroad crossing at the 22nd Street / Rt. 36 / William Street intersection with the intention of installing gates. As a result of that review, the ICC approached City staff and recommended that one lane of East William Street east of 22nd Street be closed. In the process, the ICC sought to gauge the City's willingness to vacate the William Street crossing portion of that intersection, and receive financial compensation to affect this change. At that time, Public Works staff sent letters to the nearby businesses and received no responses. The crossing is not heavily used and there are other good options to access the area.

Although not directly linked to the closure request, as part of the closure discussion with the Decatur & Eastern Illinois Railroad, the City requested that the railroad consider annexing their property east of Lake Decatur. The railroad agreed and the property was annexed by the City Council in 2022.

As part of the closure, the Grade Crossing Protection Fund will reimburse the City for removing the road surface at the crossing and restoring it to grass with curb and sidewalk extensions as necessary. The estimated cost for this work is \$180,000. A preliminary layout of the proposed improvements is provided as Exhibit B in the order. In addition to this reimbursement, the Federal government and the railroad will each provide a \$20,000 closure incentive payment to the City. Closure of this lane will not cost the city anything, and actually result in a small payment to the

city. It should improve safety at this intersection.

LEGAL REVIEW: The Legal Department has reviewed and approved the Stipulated Agreement.

PRIOR COUNCIL ACTION:

There have been no prior Council actions on this Stipulated Agreement.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES: Illinois Commerce Commission, Decatur & Eastern Illinois Railroad and the Illinois Department of Transportation.

STAFF REFERENCE: Matthew Newell, Public Works Director, and Paul Caswell, City Engineer. Matthew 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: The estimated cost to remove the road through the crossing is \$180,000 which will be reimbursed by the ICC. Additionally, the City will receive a total of \$40,000 in crossing closure incentives from the railroad and the Federal government.

Staffing Impact: Staff time has been allocated for this work.

ATTACHMENTS:

Description	Type
Resolution Authorizing a Stipulated Agreement Concerning Voluntary Vacation and Permanent Closure of the William Street At-Grade Crossing with the Decatur and Eastern Illinois Railroad	Resolution Letter
Location Map	Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A STIPULATED AGREEMENT CONCERNING
VOLUNTARY VACATION AND PERMANENT CLOSURE OF THE WILLIAM STREET
AT-GRADE CROSSING WITH THE DECATUR & EASTERN ILLINOIS RAILROAD**

WHEREAS, the City of Decatur desires to enter into Stipulated Agreement No. 2271 with the Illinois Commerce Commission (ICC), the Decatur & Eastern Illinois Railroad and the Illinois Department of Transportation (IDOT) concerning the voluntary vacation and permanent closure of the William Street highway-rail grade crossing of Decatur & Eastern Illinois Railroad's track in Decatur, Macon County, Illinois (**AAR/DOT #154643W, railroad milepost BD-276.13**).

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

Section 1. That the Agreement presented to the City Council herewith between the City of Decatur, the Illinois Commerce Commission, the Decatur & Eastern Illinois Railroad, and the Illinois Department of Transportation concerning the voluntary closure of the William Street highway-rail grade crossing of the Decatur & Eastern Illinois Railroad's track in Decatur, Illinois, as Exhibit A and it is hereby, received, placed on file, and approved.

Section 2. That the City of Decatur hereby vacates that portion of William Street, identified on Exhibit B, as a public roadway.

Section 3. That the Mayor, or designee, and City Clerk be, and they are hereby, authorized and directed to sign, seal and attest said Agreement on behalf of the City.

PRESENTED and ADOPTED this 17th day of April 2023.

Lisa Gregory, Mayor Pro Tem

ATTEST:

Kim Althoff, City Clerk

STATE OF ILLINOIS



ILLINOIS COMMERCE COMMISSION TRANSPORTATION DIVISION / RAIL SAFETY SECTION

Brian Vercruysse

Rail Safety Program Administrator

March 24, 2023

Mr. Matthew Newell, P.E.
Director of Public Works
City of Decatur
1 Gary K. Anderson Plaza
Decatur, IL 62523
mnewell@decaturil.gov

Mr. William Pearsall, P.E.
Bureau of Safety Programs & Engineering
Illinois Department of Transportation
2300 S. Dirksen Parkway, Room 205
Springfield, IL 62764

Mr. Justin Mahr, Director
Real Estate, Contracts & Public Projects
Decatur & Eastern Illinois RR (Watco)
315 W. 3rd Street
Pittsburg, KS 66762
justin.mahr@watco.com

Dear Messrs. Newell, Pearsall, and Mahr:

Enclosed is a copy of Stipulated Agreement 2271 concerning voluntary vacation and permanent closure of the William Street (**AAR/DOT #154643W; railroad milepost BD-276.13**) highway-rail grade crossing of Decatur & Eastern Illinois Railroad's track in Decatur, Macon County, Illinois.

The City must supply a local decision vacating the roadway on both sides of the William Street grade crossing. The final vacation and physical closure of the roadway shall not take place until a Commission Order has been issued authorizing an incentive payment from the Grade Crossing Protection Fund. The City must submit a certified copy of the local vacation draft decision document at the same time as the Execution Page of the Agreement is submitted to this office. The City must also submit a certified copy of the final vacation decision document to all parties as evidence when the crossing vacation is finalized.

Please read the entire Agreement before execution. The City and the Railroad must also submit Project Manager Information (see Exhibits C and C1, respectively, of the Agreement) at the same time as the Execution Pages. In addition, the City is required to submit a certified copy of the Resolution (See Exhibit D of the Agreement) indicating the City is financially willing and able to bear the cost of maintaining barricades as outlined in Section 5 of the Agreement.

In accordance with the provisions of the Commission's Recommended Procedures for Initiation and Execution of the Stipulated Agreement, all parties must sign the Execution Page of the agreement within 60 days from the date of mailing and return it to our office or the terms of the agreement shall be renegotiated or declared void.

Messrs. Newell, Pearsall, and Mahr
March 24, 2023
Page Two

We urge all parties to act expeditiously in executing the agreement so that the Commission will be in a position to enter an early Order in this matter. If you have any questions, or need additional information, please contact Aaron Toliver, Senior Railroad Safety Specialist, at (217) 785-8420 or aaron.toliver@illinois.gov.

Very truly yours,

A handwritten signature in black ink, appearing to read "Brian Vercruysse". The signature is fluid and cursive, with the first name "Brian" and last name "Vercruysse" clearly distinguishable.

Brian Vercruysse
Rail Safety Program Administrator

Enclosure

cc: Nick Guinn, DREI
Paul Caswell, Decatur

AT

**STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT 2271**

This Agreement made and entered into, by and between the State of Illinois acting by and through the Illinois Commerce Commission ("Commission"), Decatur & Eastern Illinois Railroad ("Company"), the City of Decatur ("City"), and the State of Illinois, Department of Transportation ("Department" or "IDOT").

WITNESSETH:

WHEREAS, it has come to the attention of the Commission through an application from the City that inquiry should be made into the matter of improving public safety by voluntary vacation and permanent closure of the William Street highway-rail grade crossing of the Company's track in Decatur, Macon County, Illinois, designated as crossing AAR/DOT #154643W; railroad milepost BD-276.13; and

WHEREAS, proper investigation has been made of the circumstances surrounding the subject crossing by a representative of the Commission's Transportation Division Railroad Section; and

WHEREAS, the physical aspects, including geometrics of the intersection, train movements, vehicular traffic volume, and sight distances and other pertinent data relating to the crossing have been obtained and shown on Exhibit A, attached to this Agreement; and

WHEREAS, the parties are mutually agreeable to accomplish proposed improvements to the crossing upon determination of the Commission by Order.

NOW, THEREFORE in consideration of the promises and of the mutual covenants and agreements as hereinafter contained the parties pray that the Commission enter an Order according to the provisions of Section 18c-7401 of the Illinois Commercial Transportation Law, 625 ILCS 5/18(c)-7401, requiring that the crossing be closed as hereinafter stated and that the cost for the proposed closure be divided among the parties according to law and that in the interest of the traveling public the Grade Crossing Protection Fund ("GCPF") of the Motor Fuel Tax Law ("MFT") be required to bear a substantial portion of the cost; To Wit the parties agree as follows:

Section 1 All improvements encompassed by this Agreement shall be made in accordance with all applicable State laws, rules, standards, regulations and orders and procedures in general.

Section 2 The parties are of the opinion that the following improvements in the interest of public safety at the aforesaid crossing should be:

- (a) Vacation of the roadway on both sides of the William Street grade crossing, by the City.
- (b) Installation of temporary Type-III barricades conforming to the requirements of 92 Ill. Adm. Code 1535.701 and the Manual on Uniform Traffic Control Devices, on both sides of the vacated William Street crossing, within 24-hours after receipt of a Commission Order approving the closure, by the City.
- (c) Removal and proper disposal of all existing William Street grade crossing surface material, asphalt approach pavement, and railroad warning devices within the Company's Right-of-Way (ROW), in coordination with the City, and within 90 days after receipt of a Commission Order approving the closure, by the Company.
- (d) Removal of concrete approach pavement on both sides of the crossing with topsoil replacement and re-seeding, as well as curb and sidewalk extensions, per Exhibit B, Pages 1 and 2), in coordination with the Company, and within 90 days after receipt of a Commission Order approving the closure, by the City.
- (e) Refund the City, as detailed herein, from the Grade Crossing Protection Fund for completion of the work contemplated and estimated in the attached Exhibit B, by IDOT.
- (f) Issue the City a Federal Section 130 Closure Incentive Payment, as detailed herein, for completion of the voluntary closure-vacation, by IDOT.
- (g) Issue the City a Railroad Closure Incentive Payment, as detailed herein, for completion of the voluntary closure-vacation, by the Company.

Section 3 The City shall enact a local Ordinance/Resolution vacating William Street on both sides of the crossing, but the final vacation and physical closure of the roadway shall not take place until a Commission Order has been issued authorizing an incentive payment from the Grade Crossing Protection Fund for the closure-vacation.

The City has provided a preliminary construction cost estimate (Exhibit B, Page 3) to accomplish its proposed work, which may be required by Commission Order. The City shall, submit the plans, estimates of cost and any required specifications for the proposed improvements to the Department's District 7 office for approval.

The Department shall provide approval or disapproval of the final construction drawings, estimates of cost and any required specifications for the proposed improvements.

Section 4 The City shall begin the William Street physical closure sequence and necessary coordination with the Company within 24 hours after receipt of a Commission

Order approving the closure. The City and the Company shall complete the physical closure within 90 days thereafter, as detailed in Section 2 of this Stipulated Agreement. The City shall provide all parties with notice that the City's and Company's coordinated work has been fully completed within five (5) days of full completion.

Section 5 The parties agree that an equitable division of cost for the proposed improvements is as follows:

- COST DIVISION TABLE -

IMPROVEMENT	EST. COST	GCPF	CITY	COMPANY	IDOT
Vacate William Street by Local Decision.	No Estimate Required	\$0	100%	\$0	\$0
Remove existing William Street surface, warning devices and asphalt approach pavement within RR ROW.	No Estimate Required	\$0	\$0	100%	\$0
Install temporary barricades on both sides of the vacated William Street crossing.	No Estimate Required	\$0	100% ^{2,3}	\$0%	\$0
Provide Grade Crossing Protection Fund Incentive Payment for Voluntary Closure of William Street.	\$0	100% ^{1,4} (\$0)	\$0	\$0	\$0
Provide Matching Federal Closure Incentive Payment for Voluntary Closure of William Street.	\$20,000	\$0	\$0	\$0	100% ^{3,4} (\$20,000)
Provide Railroad's Matching Cash Incentive Payment for Voluntary Closure of William Street.	\$20,000	\$0	\$0	100% (\$20,000) ³	\$0
GCPF Assistance for City to Restore and Re-Seed the Removal Area, Construct Curbs & Sidewalk Extensions (Exhibit B)	\$180,000	100% ^{1,4} (\$180,000)	\$0	\$0	\$0
TOTALS	\$220,000	\$180,000	\$---	\$20,000	\$20,000

Notes:

¹ In lieu of a GCPF incentive for voluntary closure of the William Street crossing, the City of Decatur is receiving increased GCPF cost assistance for other railroad safety improvements occurring throughout the City of Decatur. Additionally, the City will receive GCPF cost assistance for this project in an amount not-to-exceed \$180,000, for constructing the curbs, sidewalk extensions, and removing/restoring the area formerly occupied by William Street. Costs of such work in excess of \$180,000, if any, will be the responsibility of the City.

² The City shall be responsible for all costs associated with future maintenance of the curbs, sidewalk extensions, and the removed/restored area formerly occupied by William Street.

³ The City agrees to pay the costs associated with installing the temporary barricades. The Company agrees to provide a \$20,000 matching cash incentive to trigger a \$20,000 Federal Section 130 match for the voluntary permanent closure-vacation of William Street.

⁴ Upon final completion of the permanent closure-vacation work at William Street, the City shall submit a completion notice and a request for payment of the federal voluntary crossing incentives to the Department, per Section 7 of this Agreement.

Section 6 The City is financially able and willing to bear an equitable portion of the cost for the proposed improvement as may be assigned by the Order and indicates this intent by Resolution attached and incorporated herein by reference as Exhibit D.

Section 7 Special Provisions: The City shall submit a certified copy of the final local vacation decision to all parties, as evidence that William Street has been vacated. The City's vacation decision should be sent to all parties, via registered mail, at the same time as the Execution Page of this Agreement is submitted to the Commission.

The temporary barricades shall conform to the requirements the Manual on Uniform Traffic

Control Devices. The City shall install any appropriate regulatory and warning signs conforming to the requirements of the Manual on Uniform Traffic Control Devices to alert motorists of the closure. All barricades and warning signs are to be maintained by the City.

The City shall submit a request for payment to the Company for the Company's \$20,000 voluntary crossing closure incentive payment. Upon fully completing the closure, removal and restoration/re-seeding of the right-of-way occupied by the former William Street, the Company shall then make its incentive payment in the amount of \$20,000 to the City and e-mail a copy of the check to IDOT at DOT.LRSRail@illinois.gov.

Upon fully completing the closure of the William Street crossing, and subject to the conditions and requirements set forth in this Agreement, the City shall submit a request for the \$20,000 federal voluntary crossing closure incentive payment to the Department's Fiscal Control Unit, Bureau of Local Roads and Streets, Illinois Department of Transportation, 2300 S. Dirksen Parkway, Springfield, IL 62764. The combined request for payment shall include the location and ICC Order number, as well as the following information: **William St. Closure Incentive - Section 22-00237-00-IC; Project # EUR1(166); Job # C-97-053-23.**

Subject to the availability of assistance, within sixty (60) days from receipt of the City's request for payment, the Department shall approve payment in the amount of \$20,000 to the City from the federal closure incentive funds (see cost division notes). The Department shall notify all parties when the payment has been issued. Notification may be by regular mail, electronic mail, facsimile, or phone. The \$20,000 payment by the Department shall be used by the City for a roadway safety related expense.

The Illinois Department of Transportation shall utilize \$20,000 in federal funds as incentive payment to the City. Eligibility for the Department's \$20,000 payment to the City is based on the requirement that the authorization of the \$20,000 by the Federal Highway Administration (FHWA) shall be approved prior to the actual closure of the William Street grade crossing. If physical closure of the William Street crossing takes place prior to federal authorization, the Department will not participate in, nor will it be responsible for the \$20,000 funding as proposed.

All bills for the City's work specified in Section 2 and Exhibit B of this Agreement authorized for reimbursement from the Grade Crossing Protection Fund shall be submitted to Illinois Department of Transportation, Region 4 Engineer, District 7 Attn: Engineer of Local Roads and Streets, 400 W. Wabash, Effingham, Illinois 62401. All bills for the City's work shall include the location and ICC Order number. Upon review and approval of the bills, personnel from District 7 will submit an invoice to the Fiscal Control Unit, Bureau of Local Roads and Streets, Illinois Department of Transportation, 2300 S. Dirksen Parkway, Springfield, IL 62764.

The Department shall send a copy of all invoices to the Director of Processing and Information, Transportation Bureau of the Commission. All bills shall be submitted no later than twelve (12) months from the completion date specified in the Commission Order approving this Agreement, or any Supplemental Order(s) issued for the project. The final

invoice for expenditures from each party shall be clearly marked "Final Invoice". The Department shall not obligate any assistance from the GCPF for the cost of proposed improvements described in this Agreement without prior approval by the Commission. The Commission shall, at the end of the 12th month from the completion date specified in the Commission Order approving this Agreement, or any Supplemental Order(s) issued for this project, conduct a review to determine if any unused assistance from the GCPF should be de-obligated. Upon completion of the review, the Commission shall notify the Department to de-obligate all residual funds accountable for installation costs for this project. Notification may be by regular mail, electronic mail, fax, or phone.

The Company and the City shall complete and submit the Project Manager Information portion of the Project Status Report sheet, attached as Exhibit C (Company) and Exhibit C-1 (City), along with this executed Agreement.

The Company and the City shall each, at six (6) month intervals from the date of the Commission Order approving this Agreement, submit to the Director of Processing and Information, Transportation Bureau of the Commission, a Project Status Report, attached as Exhibits C and Exhibit C-1 regarding the progress each has made toward completion of the work required by this Agreement. Each Project Status Report shall include the Commission Order's docket number, the Order date, the project completion date as noted in the Order, crossing information (inventory number and railroad milepost), type of improvement, and the name, title, mailing address, phone number, facsimile number, and electronic mailing address of the Company and City Project Manager.

Upon completion of the required work, the Company and the City shall submit to the Director of Processing and Information, Transportation Bureau of the Commission, a Project Status Report, attached as Exhibits C and C1, regarding the progress it has made toward completion of the work required by this Agreement. Each Project Status Report shall include the Commission Order's docket number, the Order date, the project completion date as noted in the Order, crossing information (inventory number and railroad milepost), type of improvement, and the name, title, mailing address, phone number, facsimile number, and electronic mailing address of the Company and the City's Project Manager.

The Company shall, within three (3) months of the completion of the work herein required and in accordance with 49 CFR 234.403, submit a completely updated United States Department of Transportation Crossing Inventory Form (Form FRA F 6180.71), or its electronic equivalent, to the Illinois Department of Transportation, and to the Director of Processing and Information, Transportation Division of the Commission for the crossing closure.

Section 8 Billing: For all work specified in this Agreement, and authorized by an Order of the Commission, the Company and the City shall assure that sufficient documentation for all bills is made available to the Department. The minimum documentation that must be made available is outlined below:

- a) Labor Charges (including additives) - Copies of employee work hours charged to the project
- b) Equipment Rental - Copies of rental agreements for the equipment used, including the rental rate; and the number of hours the equipment was used on the project.
- c) Material - An itemized list of all materials purchased and installed at the crossing location. If materials purchased are installed at multiple crossing locations, a notation must be made to identify the crossing location.
- d) Engineering - Copies of employee work hours charged to the project.
- e) Supervision - Copies of employee work hours charged to the project.
- f) Incidental Charges - An itemized list of all incidental charges along with a written explanation of those charges.
- g) Service Dates - Invoice shall include the beginning and ending date of the work accomplished for the invoice.
- h) Final or Progressive - Each invoice shall be marked as a Progressive or a Final Invoice, as applicable.
- i) Reference Numbers - Each invoice shall include the AAR/DOT number, the ICC Order number and the state job number when federal funds are involved.
- j) Locations - Each invoice shall show the location, with the street name and AAR/DOT crossing inventory number.
- k) Travel – Each invoice shall include copies of all costs incurred, such as lodging, meals, per diem, rates and totals. Rail carriers shall provide an electronic copy of its current Rail Carrier Travel Policy. Reimbursement of travel costs shall be in accordance with State of Illinois travel regulations under 80 Illinois Administrative Code part 3000 and appendices. Any proposal or attempt to use an alternative travel reimbursement method must be reviewed and approved by the Department prior to travel.

Reimbursement of labor additives will be limited to only the most current direct labor additives, small tools additives, equipment additive rate, if so developed, and public liability/property damage liability insurance rates as audited and approved by a cognizant State agency and the Federal Highway Administration. Indirect overhead or general and administrative expenses, or those expenses which may be classified as such under generally accepted accounting principles, are not eligible for reimbursement on this project. Surcharges will be subject to review and approval by the Department.

Section 8 This Agreement shall be binding upon the parties hereto, their successors or assigns. Upon execution of this Agreement by all parties, the Commission shall enter an appropriate Order, within 60 days accepting or rejecting such stipulation according to the provisions contained herein.

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized officers, as of the dates indicated on their respective Execution Pages, attached hereto.

Executed by the Commission this 24th day of March 2023.

A handwritten signature in black ink that reads "Brian Vercruysse". To the right of the signature, there is a blue ink mark consisting of the number "2" followed by the letters "AT".

Brian Vercruysse
Rail Safety Program Administrator

Illinois Commerce Commission Stipulated Agreement 2271, executed by Commission Staff on March 24, 2023, concerning local vacation and permanent closure of the William Street (AAR/DOT #154643W; railroad milepost BD-276.13) highway-rail grade crossing of Decatur & Eastern Illinois Railroad's track, located in Decatur, Macon County, Illinois.

Executed by the City of Decatur this _____ day of _____ 2023.

CITY OF DECATUR

By: _____

Illinois Commerce Commission Stipulated Agreement 2271, executed by Commission Staff on March 24, 2023, concerning local vacation and permanent closure of the William Street (AAR/DOT #154643W; railroad milepost BD-276.13) highway-rail grade crossing of Decatur & Eastern Illinois Railroad's track, located in Decatur, Macon County, Illinois.

Executed by Decatur & Eastern Illinois Railroad this _____ day of _____ 2023.

DECATUR & EASTERN ILLINOIS RAILROAD

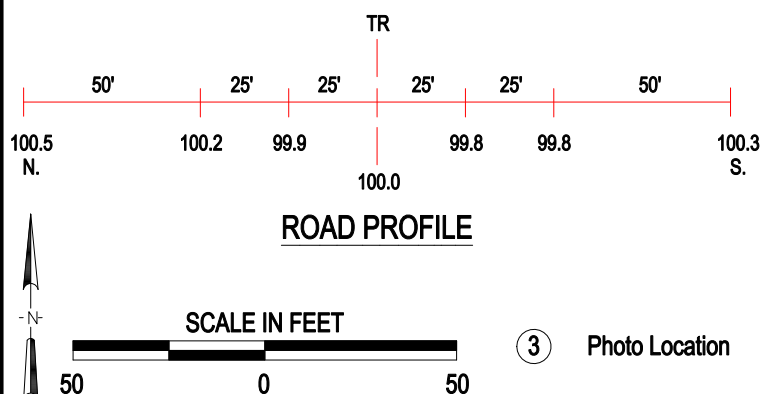
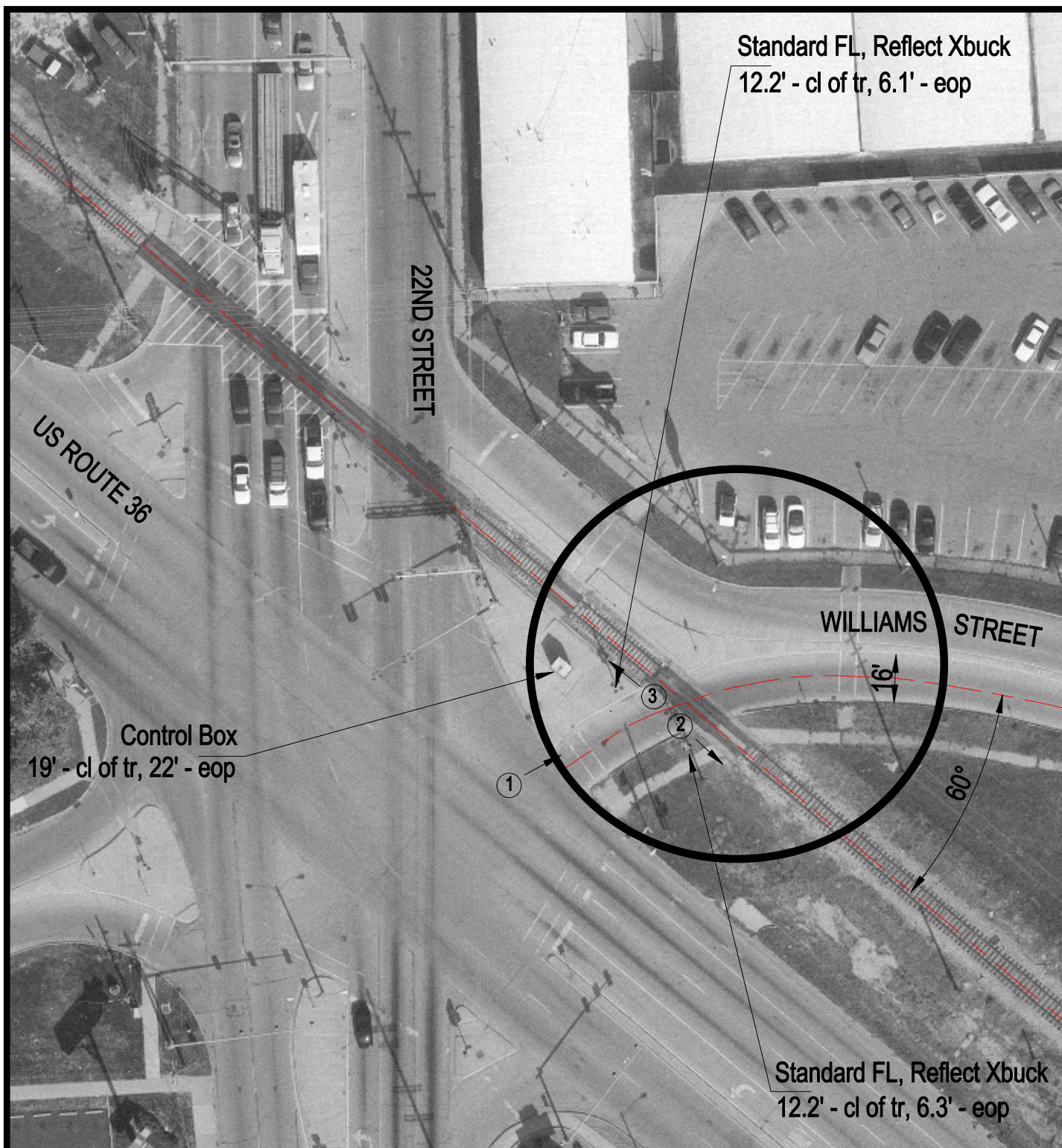
By: _____

Illinois Commerce Commission Stipulated Agreement 2271, executed by Commission Staff on March 24, 2023, concerning local vacation and permanent closure of the William Street (AAR/DOT #154643W; railroad milepost BD-276.13) highway-rail grade crossing of Decatur & Eastern Illinois Railroad's track, located in Decatur, Macon County, Illinois.

Executed by the Illinois Department of Transportation this _____ day of _____ 2023.

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____



Crossing #: 154643W

Location: Macon Co., Decatur (I)

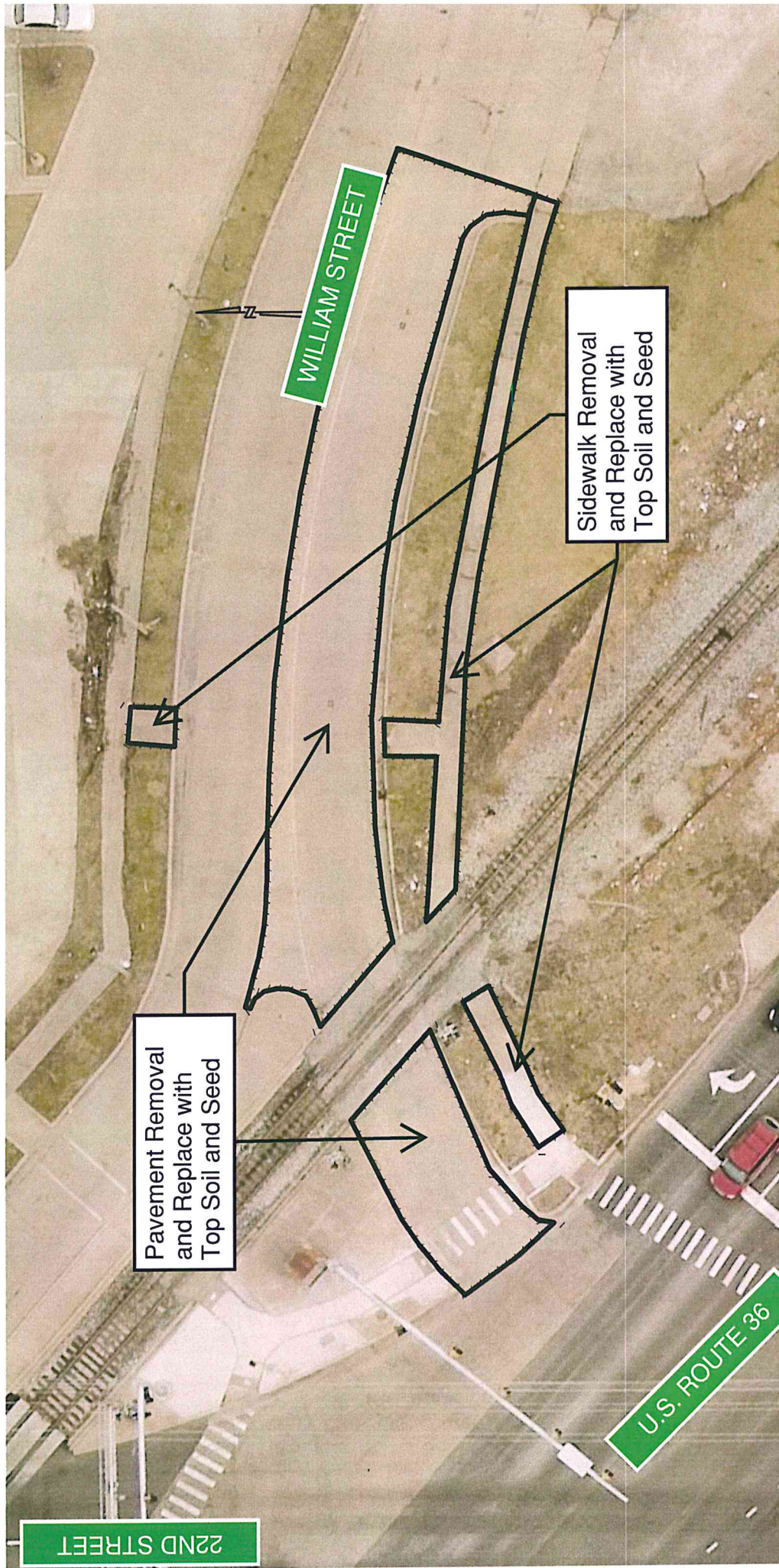
Lat/Long: 39°50'41" / 88°55'34"

Railroad: CSX

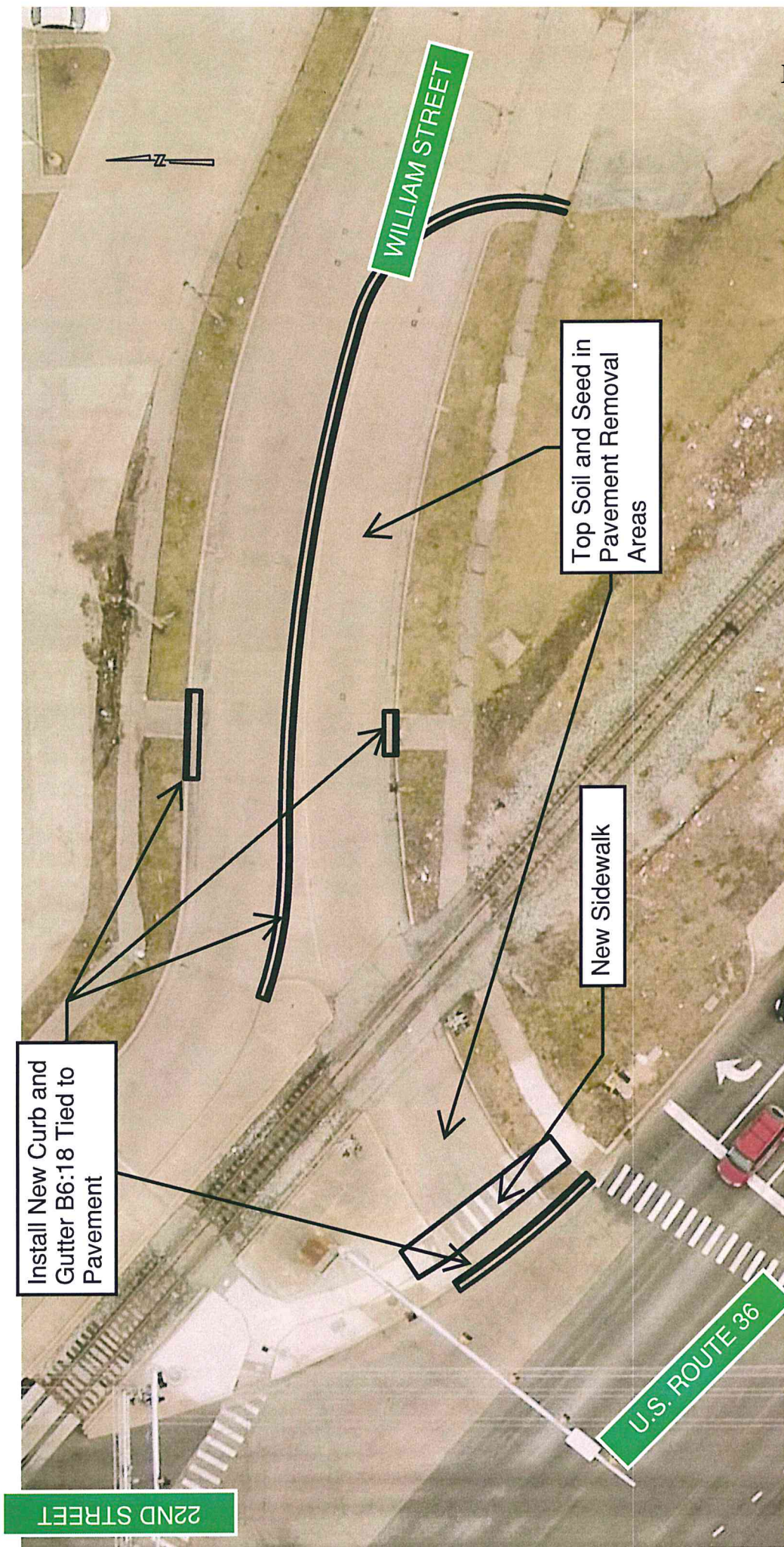
Street: William Street

Railroad Milepost: 276.13

Crossing Protection: Train Activated Devices



William Street At-Grade Crossing with Decatur & Eastern Railroad
Proposed Removal
Sheet 1/2



William Street At-Grade Crossing with Decatur & Eastern Railroad
Proposed Construction Layout
Sheet 2/2

Preliminary Estimate-William Street Grade Crossing Removal					
Item Number	Pay Item	Quantity	Unit	Unit Price	Total
21101620	TOPSOIL FURNISH AND PLACE, 6"	550	SQ YD	\$10.00	\$5,500.00
25000100	SEEDING, CLASS 1	5,000	SQ FT	\$1.50	\$7,500.00
25100115	MULCH METHOD 2	5,000	SQ FT	\$1.50	\$7,500.00
28000400	TEMPORARY EROSION CONTROL, PERIMETER BARRIER	140	FOOT	\$6.00	\$840.00
42000100	PORTLAND CEMENT CONCRETE PAVEMENT, 6 INCH	45	SQ YD	\$245.00	\$11,025.00
42300200	PORTLAND CEMENT CONCRETE DRIVEWAY 6 INCH	3	SQ YD	\$150.00	\$450.00
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	230	SQ FT	\$25.00	\$5,750.00
44000100	PAVEMENT REMOVAL	430	SQ YD	\$25.00	\$10,750.00
44000200	DRIVEWAY PAVEMENT REMOVAL	6	SQ YD	\$70.00	\$420.00
44000500	COMB CONCRETE CURB AND GUTTER REMOVAL	250	FOOT	\$30.00	\$7,500.00
44000600	SIDEWALK REMOVAL	950	SQ FT	\$10.00	\$9,500.00
44213200	SAWCUTS	600	FOOT	\$10.50	\$6,300.00
44213208	TIE BARS, 1 1/4 INCH	70	EA	\$30.00	\$2,100.00
60220500	MANHOLE TYPE A, 4' DIAMETER SPECIAL WITH TYPE 3 FRAME AND GRATE	1	EA	\$5,000.00	\$5,000.00
60500050	REMOVING CATCH BASINS	1	EA	\$5,500.00	\$5,500.00
60604400	COMBINATION CONCRETE CURB AND GUTTER, B-6.18	250	FOOT	\$130.00	\$32,500.00
X3510140	AGGREGATE BASE COURSE, CA-6	10	TON	\$70.00	\$700.00
Z0048665	RAILROAD PROTECTION LIABILITY INSURANCE	1	LSUM	\$5,000.00	\$5,000.00
	40% CONTINGENCY				\$49,534.00
TOTAL ESTIMATED PROJECT COST					\$173,369.00
USE					\$180,000

**ILLINOIS COMMERCE COMMISSION
TRANSPORTATION DIVISION / RAIL SAFETY SECTION**

PROJECT STATUS REPORT

TYPE: (CHECK ONE)

PROGRESS	
COMPLETION ¹	

DATE	
------	--

PROJECT INFORMATION:

Reporting Party:	City of Decatur
Docket/Order #; Date:	
Status Reports Due:	
Ordered Completion Date:	
Completion Report Due ¹ :	Within 5 days of full completion of the physical closure
AAR/DOT#, RR Milepost:	#154643W, RR M.P. BD-276.13
Street, (in/near) City, County:	William Street in Decatur, Macon County
Railroad Company:	DREI

PROJECT MANAGER INFORMATION²:

Name:	Matthew Newell, P.E.
Title:	Director of Public Works
Representing:	City of Decatur
Street Address:	1 Gary K. Anderson Plaza
City, State, Zip:	Decatur, IL 62523
Office Phone:	(217) 424-2747
Office Fax:	
Cellular Phone:	
E-Mail Address:	mnewell@decaturil.gov

²Project Manager Information to be by the City

DESCRIPTION OF IMPROVEMENTS ORDERED:

- Install appropriate regulatory and warning signs conforming to the requirements of the Manual on Uniform Traffic Control Devices.
- Install temporary barricades at the closed-vacated crossing.
- Remove concrete approach pavement on both sides of the crossing, perform topsoil replacement and re-seeding, and construct curb and sidewalk extensions, per Exhibit B, Pages 1 and 2),

STATUS OF WORK: (use additional blank sheet, if necessary)

Mail directed to the **Rail Safety Section** or the **Director of Processing and Information**, Transportation Bureau of the Commission should be addressed to:

Illinois Commerce Commission
527 E. Capitol Avenue
Springfield, IL 62701-1827

If you have questions contact:

Aaron Toliver, Rail Safety Specialist
Phone: (217) 785-8420
Email: aaron.toliver@illinois.gov

A **Form 3** can be obtained from the Illinois Commerce Commission by calling 217/782-7660 or on the web at:

<http://www.icc.illinois.gov/forms/results.aspx?st=4>

The billing address for **Grade Crossing Protection Fund** reimbursement is:

CLOSURE INCENTIVES

Illinois Department of Transportation
Fiscal Control Unit
Bureau of Local Roads and Streets
2300 S. Dirksen Parkway
Springfield, IL 62764

APPROACH/BRIDGE WORK

Copies of the **United States Department of Transportation Inventory Form #6180.71** can be obtained on the web at:

<http://www.fra.dot.gov/eLib/details/L02727> (PDF)
<http://www.fra.dot.gov/eLib/details/L03076> (Word Document)

Submit Inventory forms to:

Federal Railroad Administration Office of Safety 1200 New Jersey Ave, SE Washington, DC 20590 <i>or (data processing contractor)</i> Inventory Crossing Updates FRA Project Office Creative Information Technology, Inc. 4601 N. Fairfax Drive, Suite 1100 Arlington, VA 22203 rxupdates@frasafety.net	<u>And</u>	Chief of Data Services Illinois Department of Transportation 2300 S. Dirksen Parkway Springfield, IL 62764 IL.RRXUpdates@Illinois.gov
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**ILLINOIS COMMERCE COMMISSION
TRANSPORTATION DIVISION / RAIL SAFETY SECTION**

PROJECT STATUS REPORT

TYPE: (CHECK ONE)

PROGRESS	
COMPLETION ¹	

DATE	
------	--

PROJECT INFORMATION:

Reporting Party:	Decatur & Eastern Illinois Railroad (DREI)
Docket/Order #; Date:	
Status Reports Due:	
Ordered Completion Date:	
Completion Report Due ¹ :	Within 5 days of full completion of the physical closure
AAR/DOT#, RR Milepost:	#154643W, RR M.P. BD-276.13
Street, (in/near) City, County:	William Street in Decatur, Macon County
Railroad Company:	DREI

PROJECT MANAGER INFORMATION²:

Name:	Justin K. Mahr
Title:	Director Real Estate – Contracts & Public Projects
Representing:	DREI (Watco)
Street Address:	315 W. 3 rd Street
City, State, Zip:	Pittsburg, KS 66762
Office Phone:	
Office Fax:	
Cellular Phone:	(402) 651-8238
E-Mail Address:	Justin.Mahr@Watco.com

²Project Manager Information to be confirmed by the RR

DESCRIPTION OF IMPROVEMENTS ORDERED:

- Remove existing grade crossing surface, asphalt pavement, and warning devices within the right-of-way at the closed-vacated crossing.
- Coordinate with City on construction and payment of closure incentive upon completion.

STATUS OF WORK: (use additional blank sheet, if necessary)

Mail directed to the **Rail Safety Section** or the **Director of Processing and Information**, Transportation Bureau of the Commission should be addressed to:

Illinois Commerce Commission
527 E. Capitol Avenue
Springfield, IL 62701-1827

If you have questions contact:

Aaron Toliver, Rail Safety Specialist
Phone: (217) 785-8420
Email: aaron.toliver@illinois.gov

A **Form 3** can be obtained from the Illinois Commerce Commission by calling 217/782-7660 or on the web at:

<http://www.icc.illinois.gov/forms/results.aspx?st=4>

The billing address for **Grade Crossing Protection Fund** reimbursement is:

CLOSURE INCENTIVES

Illinois Department of Transportation
Fiscal Control Unit
Bureau of Local Roads and Streets
2300 S. Dirksen Parkway
Springfield, IL 62764

APPROACH/BRIDGE WORK

Copies of the **United States Department of Transportation Inventory Form #6180.71** can be obtained on the web at:

<http://www.fra.dot.gov/eLib/details/L02727> (PDF)
<http://www.fra.dot.gov/eLib/details/L03076> (Word Document)

Submit Inventory forms to:

Federal Railroad Administration Office of Safety 1200 New Jersey Ave, SE Washington, DC 20590 <i>or (data processing contractor)</i> Inventory Crossing Updates FRA Project Office Creative Information Technology, Inc. 4601 N. Fairfax Drive, Suite 1100 Arlington, VA 22203 rxupdates@frasafety.net	<u>And</u>	Chief of Data Services Illinois Department of Transportation 2300 S. Dirksen Parkway Springfield, IL 62764 IL.RRXUpdates@Illinois.gov
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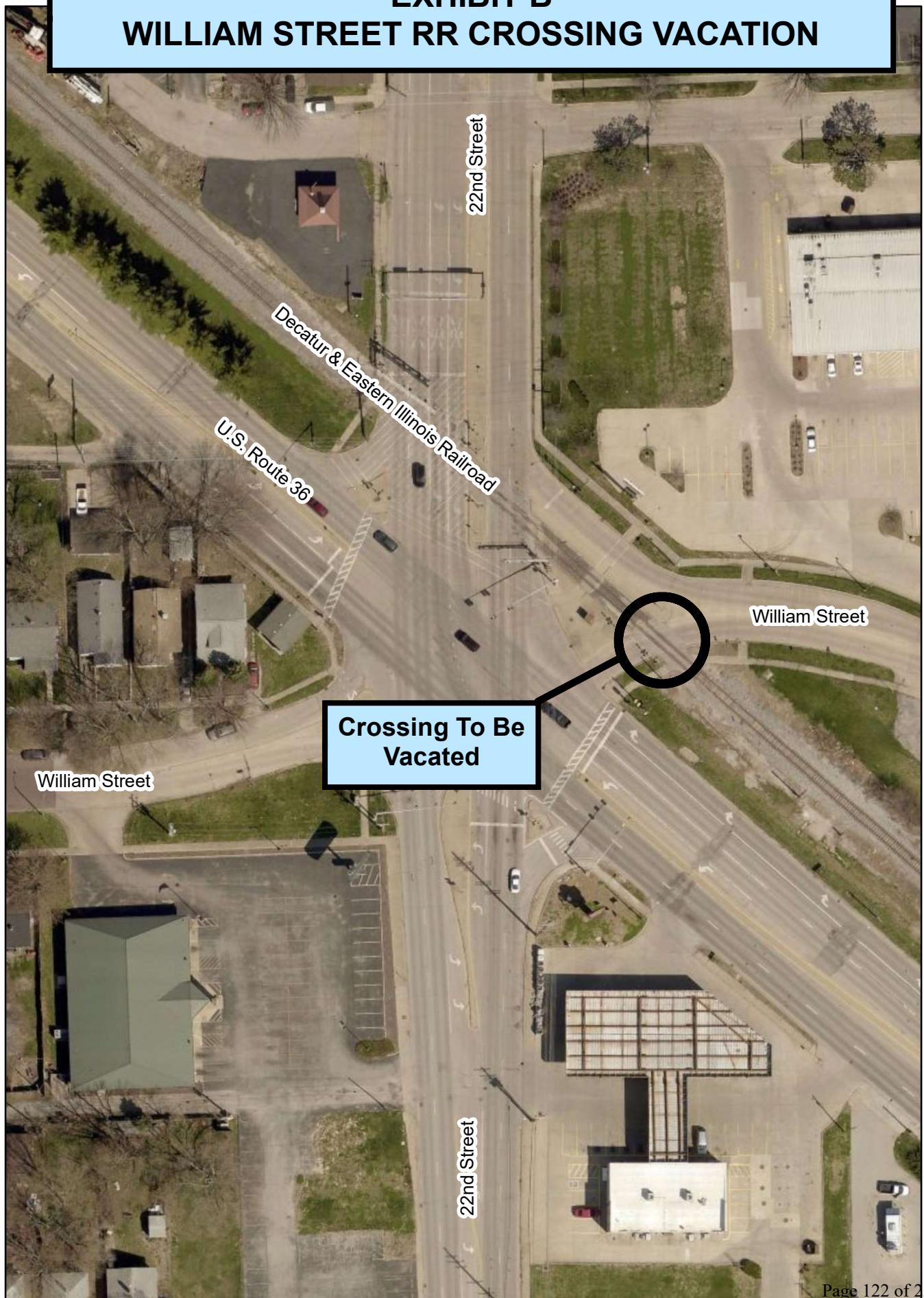
ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT 2271

(Name, Office)

Is authorized to act as the City's designated agent in the execution and processing of this Stipulated Agreement.

The City of Decatur hereby certifies that it is financially willing and able to bear the cost for the proposed improvements as may be assigned to it according to Section 5 of this Stipulated Agreement.

EXHIBIT B WILLIAM STREET RR CROSSING VACATION



Information Technology

DATE: 4/17/2023

MEMO: 2023-02

TO: Lisa Gregory, Mayor Pro Tem and City Council Members

FROM: James Edwards, IT Director

SUBJECT: Resolution Authorizing Approval to Renew Annual License and Support Agreement from Tyler Technologies, Inc. for the MUNIS Enterprise Financial Software Suite.

SUMMARY RECOMMENDATION: City staff recommends that 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, 2023, to April 30, 2024.

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, budget preparation, inventory control, fixed assets, business licensing, general billing, accounts payable, human capital, 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.

This software is expensive; last year I estimated that implementing a new Enterprise Resource Planning (ERP) system for the City which accommodates all of the ERP processes we currently have in place would have cost our taxpayers between 2 and 2.5 million dollars. Now, post pandemic that price tag has increased to nearly 3 million dollars. If a shift is made to another system, I estimate the ongoing maintenance on that solution to be nearly as much as we are paying now if not a bit more. Industry standard cost for initial software maintenance is between 15-20% of software capital. In my estimate above, the software cost itself (excluding implementation costs) will be between 1.4 million and 1.7 million and if we could negotiate on the lower side for software maintenance using 15%, we are talking about annual costs for ERP software maintenance to be \$210,000. It is rare, however, that an ERP solution would be as low 15%; typically, software maintenance is 18% on average.

Information Technology continues to work with Tyler to reduce our annual license and maintenance costs for MUNIS. Last year's renewal quote was \$195,293.54 before it was discounted to \$185,976. I was unable to secure a maintenance discount from Tyler this year due to our stable financial state and their out-of-control labor costs post pandemic, just like every other vendor we

do business with is reporting.

To put this year's renewal cost (\$208,530.08) into perspective, other ERP maintenance costs I have managed with other organizations over eight years ago, the maintenance cost is proportionately higher than what we are currently paying Tyler for comparable software. For example, licensing and maintenance costs at a hospital I previously worked for was just under \$500,000 and was right around \$350,000 for a smaller hospital I worked with in Gibson City. I don't believe our cost for this maintenance through Tyler is out of line, especially compared to the costs of a new ERP system.

PRIOR COUNCIL ACTION:

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 for daily operation of City business going forward.

POTENTIAL OBJECTIONS: None Anticipated

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: James Edwards, IT Director, (217)450-2236

BUDGET/TIME IMPLICATIONS:

The cost of this year's Tyler Munis maintenance invoice increased 6.35% over last year and falls well within the contractual commitment established in 2003. The cost of this maintenance contract is provided for in the 2023 Information Technology Department General Fund budget in two separate line items.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Annual Invoice	Backup Material

RESOLUTION NO. R_____

**RESOLUTION AUTHORIZING APPROVAL TO RENEW ANNUAL LICENSE AND
SUPPORT AGREEMENT FROM TYLER TECHNOLOGIES, INC. FOR THE 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 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 \$208,530.08 on behalf of the City of Decatur for annual license and support for the MUNIS Enterprise Financial Software System Suite.

PRESENTED and ADOPTED this 17th day of April 2023.

LISA GREGORY, MAYOR PRO TEM

ATTEST:

KIM ALTHOFF, CITY CLERK

EXHIBIT A
(Page 1 of 2)



Remittance:
Tyler Technologies, Inc
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No 045-413007	Date 04/01/2023	Page 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	187448		USD	NET30	05/01/2023
Date	Description	Units	Rate	Extended Price	
Contract No.: Decatur, IL					
	SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP	1	33,633.19	33,633.19	
	Maintenance: Start: 01/May/2023, End: 30/Apr/2024				
	SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE	1	9,248.49	9,248.49	
	Maintenance: Start: 01/May/2023, End: 30/Apr/2024				
	SUPPORT & UPDATE LICENSING - BUSINESS LICENSES	1	8,408.77	8,408.77	
	Maintenance: Start: 01/May/2023, End: 30/Apr/2024				
	SUPPORT & UPDATE LICENSING - FIXED ASSETS	1	10,174.72	10,174.72	
	Maintenance: Start: 01/May/2023, End: 30/Apr/2024				
	SUPPORT & UPDATE LICENSING - GENERAL BILLING	1	4,204.39	4,204.39	
	Maintenance: Start: 01/May/2023, End: 30/Apr/2024				
	SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT	1	8,408.77	8,408.77	
	Maintenance: Start: 01/May/2023, End: 30/Apr/2024				
	SUPPORT & UPDATE LICENSING - INVENTORY	1	10,174.72	10,174.72	
	Maintenance: Start: 01/May/2023, End: 30/Apr/2024				
	SUPPORT & UPDATE LICENSING - CRYSTAL REPORTS	1	9,050.56	9,050.56	
	Maintenance: Start: 01/May/2023, End: 30/Apr/2024				
	SUPPORT & UPDATE LICENSING - MUNIS OFFICE	1	6,936.87	6,936.87	
	Maintenance: Start: 01/May/2023, End: 30/Apr/2024				
	SUPPORT & UPDATE LICENSING - PAYROLL	1	13,873.69	13,873.69	
	Maintenance: Start: 01/May/2023, End: 30/Apr/2024				
	SUPPORT & UPDATE LICENSING - PROJECT ACCOUNTING	1	7,651.68	7,651.68	
	Maintenance: Start: 01/May/2023, End: 30/Apr/2024				
	SUPPORT & UPDATE LICENSING - PURCHASE ORDERS	1	10,090.14	10,090.14	
	Maintenance: Start: 01/May/2023, End: 30/Apr/2024				
	SUPPORT & UPDATE LICENSING - REQUISITIONS	1	7,146.29	7,146.29	
	Maintenance: Start: 01/May/2023, End: 30/Apr/2024				
	TYLER FORM PROCESSING SUPPORT	1	5,839.66	5,839.66	
	Maintenance: Start: 01/May/2023, End: 30/Apr/2024				
	SUPPORT & UPDATE LICENSING - UTILITY BILLING CIS	1	17,236.47	17,236.47	
	Maintenance: Start: 01/May/2023, End: 30/Apr/2024				
	TYLER SYSTEM MANAGEMENT SERVICES SUPPORT	1	30,965.13	30,965.13	
	Maintenance: Start: 01/May/2023, End: 30/Apr/2024				
	SUPPORT & UPDATE LICENSING - CASH MANAGEMENT	1	4,837.48	4,837.48	
	Maintenance: Start: 01/May/2023, End: 30/Apr/2024				
	TYLER UNLIMITED CAL UPGRADE MAINTENANCE	1	6,200.00	6,200.00	
	Maintenance: Start: 01/May/2023, End: 30/Apr/2024				

EXHIBIT A
(Page 2 of 2)



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Tyler Technologies, Inc
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-413007	04/01/2023	2 of 2

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Tyler Technologies- ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com

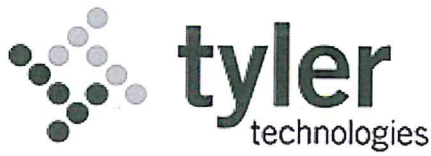
Bill To: CITY OF DECATUR
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1 GARY K. ANDERSON PLAZA
DECATUR, IL 62523-1196

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Date	Description	Units	Rate	Extended Price	
	SUPPORT & UPDATE LICENSING - CITIZEN SELF SERVICE	1	4,449.06	4,449.06	
Maintenance: Start: 01/May/2023, End: 30/Apr/2024					

****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	208,530.08
Sales Tax	0.00
Invoice Total	208,530.08



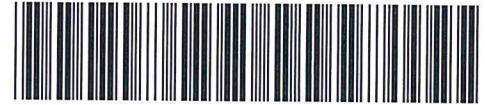
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tyler
technologies

Remittance:

Tyler Technologies, Inc
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
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****ATTENTION****

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tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal 208,530.08

Sales Tax 0.00

Invoice Total 208,530.08

Page 12 of 25

SUBJECT: Resolution Authorizing an Intergovernmental Agreement between Richland Community College and the City of Decatur Regarding Student Use and Transit Fares

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
IGA	Backup Material

OFFICE OF THE CITY MANAGER

DATE: April 17, 2023

TO: Mayor Pro Tem Lisa Gregory and City Council Members

FROM: Scott Wrighton, City Manager
Jon Kindseth, Deputy City Manager
Lacie Elzy, Transportation Services Director

SUBJECT: Resolution Authorizing Intergovernmental Agreement between the City of Decatur and Richland Community College Regarding Student Use and Transit Fares

RECOMMENDATION: The attached Resolution allows for the City of Decatur to execute an Intergovernmental Agreement with RCC for a quarterly reimbursement for RCC student fares.

BACKGROUND: The Transportation Services Department proposes an intergovernmental agreement with Richland Community College that would allow all RCC students to travel anytime, on City of Decatur buses, with no restrictions, as long as they have a valid RCC school ID. In return, Richland Community College will reimburse the City on a quarterly basis for actual RCC student ridership counts.

This Agreement will simplify how Richland Students ride Transit. Since students will no longer pay the fares, they may be encouraged to ride the bus for more than just trips to school. RCC passengers will be able to use City transportation for access to employment, appointments, entertainment, etc. The proposed change is projected to increase ridership and have no noticeable effect on transit revenues since RCC will continue to pay for their students to ride.

STAFF REFERENCE: Should the City Council have any questions, they may contact Lacie Elzy at 217-542-3559 or Lelzy@decaturil.gov

BUDGET/TIME IMPLICATIONS: Authorizes the IGA between City of Decatur and Richland Community College.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN RICHLAND COMMUNITY COLLEGE
AND THE CITY OF DECATUR REGARDING STUDENT USE
AND TRANSIT FARES**

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

SECTION 1. That the Intergovernmental Agreement presented herewith to the City Council, between the City of Decatur and Richland Community College, be and the same is hereby, received, placed on file and approved.

SECTION 2. That the Mayor and City Clerk be, and there are hereby, authorized and directed to sign, seal, and attest Intergovernmental Agreement on behalf of the City.

PRESENTED AND ADOPTED this 17th day of April 2023.

Lisa Gregory, Mayor Pro Tem

ATTEST:

Kim Althoff, City Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DECATUR,
ILLINOIS AND RICHLAND COMMUNITY COLLEGE REGARDING
STUDENT USE AND TRANSIT FARES**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter “Agreement”), entered into between the Board of Trustees of Richland Community College (hereinafter “RCC”), and the City of Decatur, Illinois, an Illinois municipal corporation (hereinafter “City”);

WHEREAS, the City owns certain equipment and vehicles used for public transit purposes including, but not limited to public transit busses that are used in the public transit system (hereinafter “transit system”) operating in the City; and,

WHEREAS, the City is responsible for and has the authority for the setting of fares of persons using the transit system; and,

WHEREAS, RCC is a community college providing educational opportunities for students in the City; and,

WHEREAS, RCC students are responsible for their transportation to the RCC campus including utilization of public transit operated by the City; and

WHEREAS, the cost of public transit transportation is often a challenge and barrier for RCC students in need of that mode of transportation through the transit system for attendance at RCC and at times other than for school attendance and for purposes other than school attendance; and,

WHEREAS, the parties have agreed upon mutually agreeable terms and conditions relating to the use of the transit system by RCC’s students and the parties wish to reflect their agreement in writing;

NOW, THEREFORE, in consideration of the premises, which are hereby incorporated hereinafter by reference, and the agreements, covenants and conditions hereinafter set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The parties hereby find that all of the recitals contained in the preambles to this Agreement are full, true and correct and do incorporate them into this Agreement by this reference.

2. **Succession of Obligations.** All terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective agents, representatives, officers, assigns, successors and transferees. All warranties and agreements contained herein shall survive closing and remain binding on the parties.

3. **City Obligations.**

A. The City shall permit RCC's current enrolled students with a current valid RCC ID to use the transit system at all times the transit system is in operation without payment by the individual RCC student so long as the current valid RCC ID is presented while using the transit system.

B. City will track and record the number of RCC students presenting a current valid RCC ID for the term of this Agreement and invoice RCC on a quarterly basis for those students.

4. **Rate.** City shall bill RCC for each RCC student utilizing the City's transit system at the adult rate in effect at the time of use by the student.

5. **RCC Obligations.** Upon receipt of an invoice from the City RCC agrees to pay to the City the amount invoiced within thirty (30) days of date of invoice.

6. **Term.** This Agreement shall initially be for the period beginning May1, 2023 and terminating June 30, 2023 and shall thereafter automatically renew for successive annual terms of July 1 to June 30 under the terms set forth in this Agreement until and unless terminated as provided in this Agreement.

7. **Severability.** If any provisions 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.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the formation of an Intergovernmental Agreement between the City of Decatur 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.

9. **Amendment.** This Agreement may only be amended by a written instrument signed by each party hereto.

10. **Notice.** Any written notices required by this Agreement shall be delivered to each party via first class mail at the following address:

City of Decatur
Attn: City Clerk
#1 Gary K. Anderson Plaza
Decatur, IL 62523

Richland Community College
Attn: President
1 College Park
Decatur, IL 62521

11. **Counterparts.** This Agreement may be executed in counterparts, and any party hereto may sign any counterpart. This Agreement shall be effective when each party hereto has signed a counterpart, and a set of counterparts bearing the signature of each party hereto shall constitute the Agreement as fully as if all of the parties shall have signed a single document.

12. **Termination.** This Agreement may be terminated by either party if the non-terminating party is in default of the terms of this Agreement or for the convenience of either party by giving the non-terminating party notice to the other no later than March 1 of the year prior to the expiration of the annual term.

DATED at Decatur, Illinois, this _____ day of _____, 2023.

CITY OF DECATUR, ILLINOIS

MAYOR

CITY CLERK

RICHLAND COMMUNITY COLLEGE

PRESIDENT

SUBJECT: Receiving and Filing of Minutes of Boards and Commissions

ATTACHMENTS:

Description

Type

Minutes of Civil Service Commission
Meeting on March 7, 2023

Backup Material

CIVIL SERVICE COMMISSION
OPEN SESSION
MINUTES
March 7, 2023

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

PRESENT: CHAIR Greg Spain
VICE CHAIR Todd Ray
COMMISSIONER Sheri Hagen
COMMISSIONER Amy Spry
COMMISSIONER Tony Wilkins
SECRETARY French Wilson
ADMINISTRATIVE ASSISTANT Sherry Beasley

ABSENT: ACTING SECRETARY Penny Rogers

Call to Order

Chair Spain called the meeting to order at 11:30 a.m.

Roll Call

Five out of five Commissioners were present at the time of roll call. Chair Spain declared a quorum does exist to conduct and approve business.

Chair Spain called for Appearance of Citizens:

The following citizens provided comments to the Commission: Abeer Motan.

The Minutes of the February 7, 2023, regular meeting was presented. Vice Chair Todd Ray moved that the February 7, 2023, regular meeting minutes be approved, seconded by Commissioner Tony Wilkins and upon call of the roll, Commissioners Amy Spry, Sheri Hagen, Tony Wilkins, Vice Chair Todd Ray and Chair Greg Spain voted aye. Secretary Wilson declared the motion carried.

Commissioner Sheri Hagen moved to recess to Closed Session under Open Meetings Act 5 ILCS 120/2(c) to consider the appointment, employment, compensation, discipline, performance, or dismissal of specific employees, seconded by Vice Chair Todd Ray and upon call of the roll, Commissioners Sheri Hagen, Amy Spry, Tony Wilkins, Vice Chair Todd Ray, and Chair Greg Spain voted aye. Secretary Wilson declared the motion carried.

Commissioner Tony Wilkins moved to return to Open Session, seconded by Vice Chair Todd Ray and upon call of the roll, Commissioners Amy Spry, Sheri Hagen, Tony Wilkins, Vice Chair Todd Ray, and Chair Greg Spain voted aye. Secretary Wilson declared the motion carried.

Chair Spain called for Unfinished Business:

- A. Authorization Request to Approve Final Scores & Eligible Register for Police Patrol Officer, Commissioner Sheri Hagen moved the Authorization Request be received, placed on file and approved, seconded by Commissioner Amy Spry, and upon call of the roll, Commissioners Amy Spry, Sheri Hagen, Tony Wilkins, Vice Chair Todd Ray, and Chair Greg Spain voted aye. Secretary Wilson declared the motion carried.
- B. Authorization Request to Approve Final Scores & Eligible Register for Police Patrol Officer - Lateral, Commissioner Tony Wilkins moved the Authorization Request be received, placed on file and approved, seconded by Vice Chair Todd Ray, and upon call of the roll, Commissioners Sheri Hagen, Amy Spry, Tony Wilkins, Vice Chair Todd Ray, and Chair Greg Spain voted aye. Secretary Wilson declared the motion carried.
- C. Authorization Request to Approve Final Scores & Eligible Register for Service Worker, Commissioner Sheri Hagen moved the Authorization Request be received, placed on file and approved, seconded by Commissioner Amy Spry, and upon call of the roll, Commissioners Tony Wilkins, Sheri Hagen, Amy Spry, Vice Chair Todd Ray, and Chair Greg Spain voted aye. Secretary Wilson declared the motion carried.

Chair Spain called for New Business:

- A. Authorization Request to Approve Job Announcement & Establish Promotional Register for Fire Inspector, Commissioner Sheri Hagen moved the Authorization Request be received, placed on file and approved, seconded by Commissioner Amy Spry, and upon call of the roll, Commissioners Tony Wilkins, Sheri Hagen, Amy Spry, Vice Chair Todd Ray, and Chair Greg Spain voted aye. Secretary Wilson declared the motion carried.
- B. Authorization Request to Approve Job Announcement & Establish Promotional Register for Library Clerk I (Full-Time), Vice Chair Todd Ray moved the Authorization Request be received, placed on file and approved, seconded by Commissioner Tony Wilkins, and upon call of the roll, Commissioners Amy Spry,

CIVIL SERVICE COMMISSION

OPEN SESSION MINUTES

March 7, 2023

Page 3

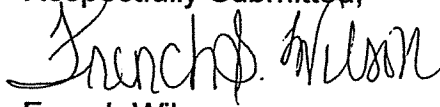
Sheri Hagen, Tony Wilkins, Vice Chair Todd Ray, and Chair Greg Spain voted aye. Secretary Wilson declared the motion carried.

- C. Authorization Request to Approve Job Announcement & Establish Promotional Register for Crew Chief – Municipal Services, Commissioner Tony Wilkins moved the Authorization Request be received, placed on file and approved, seconded by Vice Chair Todd Ray, and upon call of the roll, Commissioners Sheri Hagen, Tony Wilkins Amy Spry, Vice Chair Todd Ray, and Chair Greg Spain voted aye. Secretary Wilson declared the motion carried.
- D. Authorization Request to Approve Job Announcement & Establish Eligible Register for Account Clerk II, Commissioner Sheri Hagen moved the Authorization Request be received, placed on file and approved, seconded by Commissioner Amy Spry, and upon call of the roll, Commissioners Tony Wilkins, Amy Spry, Sheri Hagen, Vice Chair Todd Ray, and Chair Greg Spain voted aye. Secretary Wilson declared the motion carried.
- E. Receiving and Filing of Personnel Actions – Commissioner Sheri Hagen moved that the appointments, oral reprimands, civil service status, requests for leave, return to former position, probationary termination, and resignations be received, placed on file, and approved, seconded by Commissioner Amy Spry, and upon call of the roll, Commissioners Tony Wilkins, Amy Spry, Sheri Hagen, Vice Chair Todd Ray, and Chair Greg Spain voted aye. Secretary Wilson declared the motion carried.

Chair Spain called for Other Business:

There being no other business, Commissioner Sheri Hagen moved to adjourn the meeting, seconded by Commissioner Amy Spry and upon call of the roll, Commissioners Tony Wilkins, Sheri Hagen, Amy Spry, Vice Chair Todd Ray, and Chair Greg Spain voted aye. Secretary Wilson declared the meeting adjourned at 12:00 p.m.

Respectfully Submitted, .

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

French Wilson

Secretary

Public Works

DATE: 4/5/2023

MEMO: 2023-35

TO: Mayor Pro Tem Lisa Gregory and City Council Members

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

SUBJECT: Ordinance Annexing Territory – 1825 Danceland Road

SUMMARY RECOMMENDATION:

Staff recommends that the following Ordinance annexing territory at 1825 Danceland Road be approved.

BACKGROUND: The subject property is being annexed due to a water service agreement.

POTENTIAL OBJECTIONS: None

STAFF REFERENCE: Matt Newell, Public Works Director and Tara Bachstein, Public Works Administrative Assistant. 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 1825 Danceland Road	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
1825 DANCELAND 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 Robert L. Willenborg requesting that there be annexed to the City territory described as:

LOT 1 OF FREY'S SUBDIVISION OF A PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 16 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN AS RECORDED IN BOOK 1832 AT PAGE 520 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN #_17-12-25-351-020_

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 17th day of April 2023.

LISA GREGORY, MAYOR PRO TEM

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.) _____

Robert L Willenborg

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 1825 Danceland Road, and legally described as follows:

LOT 1 OF FREY'S SUBDIVISION OF A PART OF THE SOUTHWEST QUARTER OF SECTION 25,
TOWNSHIP 16 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN AS RECORDED IN
BOOK 1832 AT PAGE 520 OF THE RECORDS OF THE RECORDER'S OFFICE OF MACON COUNTY,
ILLINOIS.

PIN # 17-12-25-351-020

WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

<u>SIGNATURE</u>	<u>PRINTED NAME</u>	<u>STREET ADDRESS, CITY, STATE</u>
<u>Robert L Willenborg</u>	<u>Robert L Willenborg</u>	<u>1825 Danceland Rd</u>
		<u>Decatur IL 62521</u>

Signed and sworn to before me this 30th day of March, 2023

Tara R Bachstein
Notary Public

(Rev. 12/2014)





**PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
1825 DANCELAND ROAD**

-  indicates territory annexed
-  indicates existing corporate limits
- 1.79± acres
- AREA 0.0028± sq. miles
- 435± lin. ft. of public road
- SOUTH WHEATLAND township



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.

Director of Public Works – DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER #062-048941
LICENSE EXPIRES NOV. 30, 2023

ORDINANCE NO: _____

DATE: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

SUBJECT: Resolution Authorizing Action Regarding Unsafe Structures

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
List of properties to be demolished	Exhibit

ECONOMIC COMMUNITY DEVELOPMENT DEPARTMENT

MEMO: No. 23-06

TO: Honorable Lisa Gregory, Mayor Pro Tem and City Council

FROM: Scot Wrighton, City Manager
Cordaryl “Pat” Patrick, Director, Community Development
Michael Snearly, Neighborhood Inspections Manager

DATE: April 17, 2023

SUBJECT: Resolution Authorizing Action Regarding Unsafe Structures

SUMMARY RECOMMENDATION: This is the second step, after the posting of a structure as unfit, which initiates the demolition process. City staff recommends approval.

BACKGROUND: This is the beginning of the process seeking court-ordered demolition of eleven (11) unsafe and abandoned structures throughout the community.

POTENTIAL OBJECTIONS: No known objections to this resolution.

INPUT FROM OTHER SOURCES: Legal Department staff.

BUDGET/TIME IMPLICATIONS: None

STAFF REFERENCE: Any additional questions may be forwarded to Cordaryl “Pat” Patrick, Director of Economic and community Development, at 217-424-2727, email cpatrick@decaturil.gov or Michael Snearly, Neighborhood Inspections Manager at 217-450-2347, email msnearly@decaturil.gov.

RESOLUTION NO. R _____

RESOLUTION AUTHORIZING ACTION REGARDING UNSAFE STRUCTURES

171 S. 24th	135 N. Calhoun	453 E. Center
518 E. Center	2192 N. Church	933 S. Illinois
639 W. King	4549 Lakewood	787 E. Lincoln
545 N. MLK	374 S. MLK	

WHEREAS, the Council of the City of Decatur, Illinois, has found and does hereby find that certain structures within the City located on premises at the addresses set forth above, are dangerous and unsafe, or are uncompleted or abandoned; and

WHEREAS, it is in the better interest of the general public health, safety and welfare that said structures be repaired or demolished.

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

Section 1. That the officers and employees of the City be, and they are hereby, authorized and directed to give such notice and to take such actions as may be provided by law, including application for order of court, to cause said structures to be put in safe condition or, if not so repaired to be demolished.

PRESENTED and ADOPTED this 17th day of April, 2023.

Lisa Gregory, Mayor Pro Tem

ATTEST: _____

Kim Althoff, City Clerk

Council Memo April 17, 2023

Resolution Authorizing Actions Regarding Unsafe Structures

24th, 171 S. This property was posted as Unfit for Human Habitation in October 2020. Changing status of house to Unfit for Human Habitation due to the following: (1) Severe lack of maintenance (Holes in roof, broken windows) (2) No active water (Per C.O.D. Wtr Dept water has been inactive sine Sep 16, 2016) Roof- (shingles peeling, now holes have formed in roof) Windows-(broken windows) Utilities – (electric meter removed)

Calhoun, 135 N. This property was posted as Unfit for Human Habitation in October 2015. Posted for lack of maintenance, side door standing open broken out windows, electric and gas meters missing, jagged glass exposed moisture damage to interior surfaces, steps to landing from kitchen to basement not even, water heater and plumbing missing, furnace questionable, siding needs repaired missing pieces ceiling suggests roof is leaking.

Center, 453 E. This property was posted as Unfit for Human Habitation in February 2023. House is unfit for human habitation. house is in extremely poor condition due to multiple holes in the roof and extreme water damage. house is unsafe and has numerous interior and exterior violations.

Center, 518 E. This property was posted as Unfit for Human Habitation in February 2023. House is unfit for human occupancy. house has numerous exterior and interior violations that need to be brought to minimum code. foundation is in poor condition. no utilities to the house

Church, 2192 N. This property was posted as Unfit for Human Habitation in August 2022. House has a number of violations that need to be brought to minimum code. House is unfit for human occupancy. No electrical or water service.

Illinois, 933 S. This property was posted as Unfit for Human Habitation in November 2022. House recently caught fire. The roof is open and bowed, interior is completely burnt up, windows are broken out, house sustained severe damage from fire.

King, 639 W. This property was posted as Unfit for Human Habitation in February 2023. Property with several violations including roof, windows, walls, fence, chimney.

Lakewood, 4549. This property was posted as Unfit for Human Habitation in May 2020. Posted as Unfit for Occupancy due to severe lack of maintenance, Roof has large holes, the remainder of roofing material is in poor condition, deck over drive has rotted wood outer wall material missing exposing floor joists, siding is in poor condition. No utilities. power meter missing gas meter missing line pinned

Lincoln, 787 E. This property was posted as Unfit for Human Habitation in September 2021. House has been designated as Unfit for Human Habitation due to the following reasons: [1] Severe lack of maintenance on house and accessory structures [2] No active water (Per City of Decatur Water Dept. water has been inactive since August 25, 2015) Observed the following violations on house: Roof- (Shingles damaged, fascia boards damaged/peeling paint, soffits damaged/peeling paint. Exterior (Walls have holes/peeling paint/water damage) Windows-(broken windows/peeling paint) Foundation (foundation wall collapsing on West side of house and large hole has formed. Accessory structures (garage in in state of severe lack of maintenance with broken missing windows, peeling paint, damaged

flooring, fences are damaged and falling apart. In ground pool has large cracks in foundation upper deck) Interior-(walls damaged, house filled with rubbish as observed from outside).

MLK, 545 N. This property was posted as Unfit for Human Habitation in September 2022. Brick wall is falling and crumbling in several areas around property - in area on SW side it has been removed away fully and damaged the roof. Walls are bowing in several areas with brick separation.

MLK, 374 S. This property was posted as Unfit for Human Habitation in January 2023. Unfit due to no water service, no electricity, no gas. Holes and warping in the roof, missing shingles,. Missing paint throughout entire outside of house including soffits and windows. Foundation in pulling apart. Front porch is dilapidated. Missing siding. Inside is stuffed full of trash and debris.

Public Works

DATE: 4/10/2023

MEMO: 2023-36

TO: Mayor Pro Tem Lisa Gregory and City Council Members

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

SUBJECT:

Resolution Approving the Expenditure of City Funds to Purchase and Install Two (2) Emergency Warning Sirens

SUMMARY RECOMMENDATION:

It is proposed that the City Council approve the attached resolution authorizing the mayor to sign and the City Clerk to attest to the expenditure of City funds in the amount of **\$42,953.00** to Federal Signal Corporation for the purchase and installation of two Federal Signal outdoor emergency warning sirens.

BACKGROUND:

The City currently has 21 outdoor emergency warning sirens. In 2015 the City began replacing the outdoor warning sirens due to the age of the system and the limited availability of replacement parts. At that time, competitive quotes were received and it was determined that Federal Signal Corporation provided the best value to the City for providing emergency warning sirens. The Federal Signal siren is the most popular siren in Central Illinois and is compatible with the City's radio system. As part of this replacement program, to date, the City has replaced 9 of its 21 outdoor emergency warning sirens.

The warning sirens located at Greenswitch / 27th Street and Brush College / Harrison were installed in 1996 and are currently our most problematic sirens as opposed to the preliminary locations identified in the 2023 budget. These sirens have had outages in recent years, along with battery acid corrosion due to battery failure, failing chargers, relays and deteriorated wiring, RTU boards have been repeatedly replaced, and all plastic, metal and flexible conduits have deteriorated due to age and exposure.

SCHEDULE: Following approval by the City Council the Outdoor Warning Sirens will be purchased, and the installation scheduled. The new Outdoor Warning Sirens should be installed and commissioned within 60 days of the receipt of the equipment, weather permitting.

PRIOR COUNCIL ACTION: No prior Council action has been taken on the purchase of these outdoor emergency warning sirens.

POTENTIAL OBJECTIONS: There are no known objections to this request.

STAFF REFERENCE: Matt Newell, Public Works Director, Richard Baker, Municipal Services Operations Supervisor. Matt Newell will be present at the Council meeting to answer any question of the Council on this item.

BUDGET/TIME IMPLICATIONS:

Budget Impact: Funding for the expenditure is available in the 2023 Traffic and Parking General Fund budget.

Staffing Impact: Staff time has been allocated.

ATTACHMENTS:

Description	Type
Resolution Approving the Expenditure of City Funds to Purchase and Install Two (2) Emergency Warning Sirens	Resolution Letter
Datasheet	Backup Material

RESOLUTION NO. _____

**RESOLUTION APPROVING THE EXPENDITURE OF CITY FUNDS TO PURCHASE
AND INSTALL TWO (2) EMERGENCY WARNING SIRENS**

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

Section 1. That the Federal Signal Corporation quote received for two Federal Signal outdoor warning sirens, presented herewith as Exhibit A be, and it is hereby, received, and placed on file.

Section 2. That the quote of Federal Signal Corporation in the amount of \$42,953.00, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Federal Signal Corporation for their price of \$42,953.00.

Section 4. That the Mayor and the City Clerk be, and they are hereby, authorized and directed to execute such documentation as is necessary to effect the intent hereof.

PRESENTED and ADOPTED this ____ day of _____, 2023.

Lisa Gregory, Mayor Pro Tem

ATTEST:

Kim Althoff, City Clerk



QUOTATION

Quoted To:

City of Decatur
 Attn: Robert Flack
 2600 N. Jasper Street
 Decatur, IL 62526
 Phone: 217-875-4823
 E-Mail: rflack@decaturil.gov

Quotation No.: ANS 0323202304A.1
 Reference quote no. on your order

Quotation Date: 3/23/2023
Expiration Date: 6/23/2023

Sales Representative: Jeffrey Ryba
Representative Firm: Braniff Comm.

Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices below. Delivery schedule cannot be established until radio information is supplied, if applicable.

Delivery		Terms		FOB	Ship Via
10 Weeks		Equipment - NET30 upon shipment, Services - NET30 as completed		Origin	Braniff Comm.
Line	Qty.	Part Number	Description	Unit Price	Total
City of Decatur, IL					
Proposal for Two (2) New 2001-130 series Outdoor Warning Sirens					
Site Location - TBD					
New Warning Sirens & Controls					
1	2	2001-130	Electro-Mechanical Rotating Siren, 130 dB(C) 800Hz	\$8,358.00	\$16,716.00
2	2	DCB	Mechanical Siren Controller, DC	\$4,089.00	\$8,178.00
Optional Installation Services					
3	2	TK-IO-CUSTINS	Installation Services, Custom, Installation of 2001-130 series siren equipment on existing treated timber pole including all related installer-provided material/hardware. Existing Motorola ACE3600 SCADA RTU & Antenna System to be utilized. Includes standard duty batteries, DC Voltage and Rotation sensors as well as siren commissioning services. Also includes removal of existing siren hardware and transport to customer's staging area.	\$8,400.00	\$16,800.00
4	1	TK-IO-CRTPAY-CU	Admin Fee, Prevailing Wage / Certified Payroll / Davis-Bacon Act.	\$1,259.00	\$1,259.00
5	1	FREIGHTANS	Shipping & Handling Fees	\$0.00	\$0.00
Quotation Total:				\$42,953.00	

Quoted To:

City of Decatur
Attn: Robert Flack
2600 N. Jasper Street
Decatur, IL 62526
Phone: 217-875-4823
E-Mail: rflack@decaturil.gov

Quotation No.: ANS 0323202304A.1
Reference quote no. on your order

Quotation Date: 3/23/2023
Expiration Date: 6/23/2023

Sales Representative: Jeffrey Ryba
Representative Firm: Braniff Comm.

Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices below. Delivery schedule cannot be established until radio information is supplied, if applicable.

Prices are firm for 90 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds \$50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Manager of the Safety & Security Systems Group, Federal Signal Corporation. Installation is not included unless specifically quoted as a line item above. Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, plus equipment. Trenching is additional. Power Clause, bringing power to the equipment is the responsibility of the purchaser. Permit Clause, any special permits, licenses or fees will be additional. See attached Terms sheet.

Quotation Notes:

- 1 Sales tax, if applicable, is not included and will be additional.
- 2 Any fees associated with the removal or connection of power, by the Utility provider or any other entity, shall be the responsibility of the City.
- 3 Electrical service equipment including, and limited to, weatherproof fused service disconnects and electrical meter sockets are included in this proposal. Any additional electrical service or power distribution equipment is not included, nor provided for, in this proposal.
- 4 Braniff shall contact JULIE and exercise due care during the equipment installation to prevent damage to underground utilities and surrounding facilities.
- 5 Site restoration is not provided for, nor included, in this proposal.
- 6 Permits, bonds, licenses and fees, if applicable and required, are not included and will be additional.

Proposed By: Jeffrey Ryba
Company: Braniff Communications, Inc.
Address: 4741 W. 136th Street, Crestwood, IL 60418
Country: USA
Phone: 708-597-3200
Fax: 708-597-3307
E-Mail: jryba@braniffcommunications.com
RSM Approval: Teague Cliff

Purchase order MUST be made out to:

Federal Signal Corporation, Alerting & Notification Systems, 2645 Federal Signal Drive, University Park, IL 60484

Accepted By: _____

Date: _____



► Model 2001-130 and Equinox

High Power, Directional Rotating Siren

The Federal Signal 2001-130 and Equinox sirens is a high power, rotating, unidirectional outdoor warning siren. The high-decibel output provides maximum coverage with minimum installation cost. Radio/cellular/satellite or wireless IP activation can further minimize installation costs by eliminating the need for leased dedicated control lines.

The siren's projector produces a 60-degree projection of sound which rotates at 3 RPM and can produce three distinct warning signals: steady, wail and fast wail. The siren will supply a minimum of 15 minutes of full power output from its batteries after AC power loss. The siren controls are available with battery operation, solar, AC operation, and AC operation with battery back-up, one-way and two-way radio control, wired or wireless Ethernet, satellite/cellular or landline. The 2001 Series is offered in low frequency (500 Hz) or mid-range frequency (790 Hz).

Ideal applications for this warning siren include hazardous weather conditions, fires, floods, chemical spills and other types of community or facility emergencies.

FEATURES

- High-powered rotating siren for maximum coverage
- Available in low and mid-range frequency
- Three distinct warning signals
- AC or Solar powered with battery operation or back-up
- Weather-resistant coating

High Power, Directional Rotating Siren (2001-130/Equinox)

SPECIFICATIONS

Power:¹

Sirens can be powered from 120VAC, 240VAC, with battery back-up or battery operation. Solar powering can also be provided

Signal Information:	2001-130	Equinox
Signal /Sweep Rate	Frequency Range	500 Hz
Steady /Continuous	790 Hz	
Wail /10 sec.	470-790 Hz	180-500 Hz
Fast Wail /3.5 sec.	600-790 Hz	300-500 Hz
Coverage: ²	2001-130	Equinox
70dB	Up to 6,500'	Up to 6,100'
60dB	Up to 13,200'	Up to 12,200'

Pole Mounts:

Wood, steel, composite or concrete poles can be provided.

Contact Federal Signal for details

Communications:

Federal Signal can supply one-way and two-way communications.

Radio, IP, Landline, Satellite and Cellular can be combined to provide a robust alerting solution

Operating Temperature:³ -22°F to 140°F -30°C to 60°C

Dimensions H x W x D: 62" x 37" x 41"
(157 cm x 94 cm x 104 cm)

Net Weight:	420 lbs	190 kg
Shipping Weight:	460 lbs	205 kg
Equinox Net Weight	390 pounds	159 kg
Equinox Shipping Weight	460 pounds	205 kg

HOW TO ORDER

Contact our Federal Signal Sales Engineers to design a system that meets your specific requirements.

Description

Part Number

Siren Ordering Information:

Rotating electro-mechanical siren 130 dBc +/- 1dBc @ 100' (30.5m) 48VDC, pole mount included

2001-130

Rotating electro-mechanical siren, low frequency, 125 dBc +/- 1dBc @ 100' (30.5m) 48VDC, pole mount included

Equinox

Siren Control Ordering Information:

One-way FC Controller, 120VAC operation

FC/H/U

Two-way FC Controller, 120VAC operation

FCTBD/H/U

One-way FC Controller, 120VAC to battery operation

DCFCB/H/U⁴

Two-way FC Controller, 120VAC to battery operation

DCFCTBD/H/U⁴

Command and Control for Multiple Siren Installation:

Console for siren activation (R for rack mount)

SS2000+/R

Commander software for PC based siren activation, monitoring and control

SFCD⁵

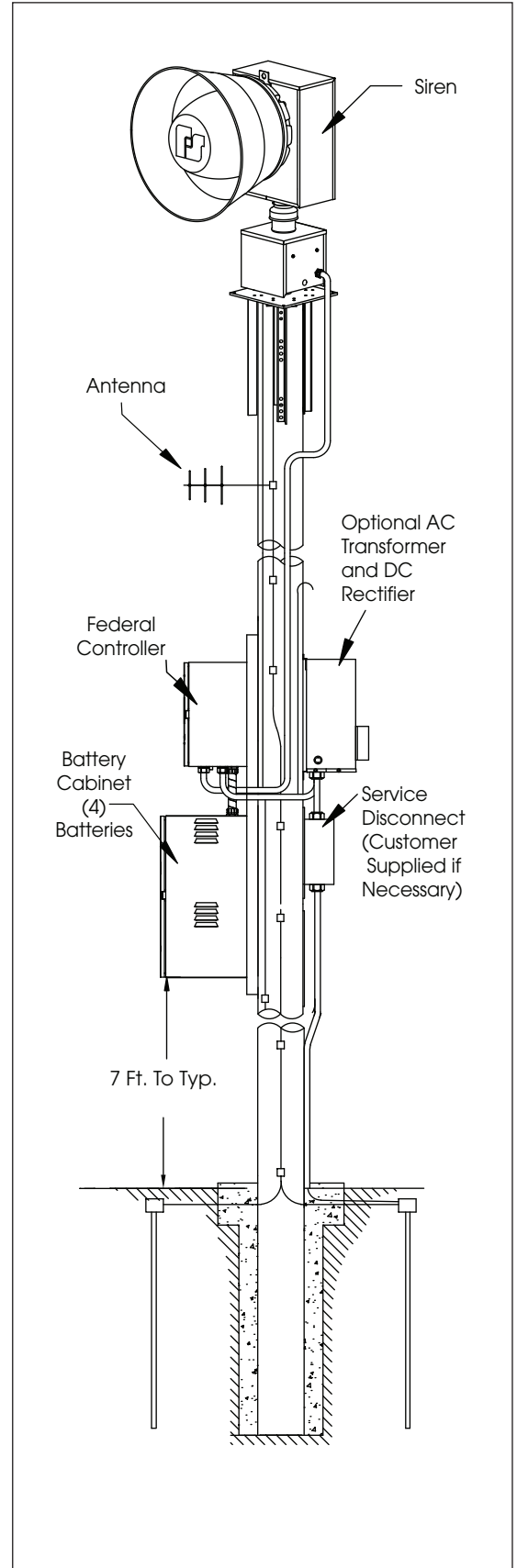
¹ Contact Federal Signal for powering options

² Actual coverage is dependent on many factors, contact Federal Signal for sound analysis of your specific location

³ The siren can operate throughout this temperature range provided that battery temperature is maintained at 18°C or higher

⁴ Batteries not included

⁵ See product page for additional information



Police Department

DATE: 4/10/2023

MEMO: 23-07

TO: Mayor Pro Tem Lisa Gregory
City Council Members

FROM: Scot Wrighton, City Manager
Shane Brandel, Chief of Police

SUBJECT: Resolution Authorizing the City Manager to Execute Modifications to the Collective Bargaining Agreement Regarding Pay, Benefits, and Work Conditions Between the Decatur Police Benevolent and Protective Association Labor Committee and the City of Decatur.

SUMMARY RECOMMENDATION: It is the recommendation of staff that the resolution be approved.

BACKGROUND:

Since the Fall of 2021, DPD Administration has been working with the PBPA-LC (Union) regarding a work schedule change for the Patrol Division. Through a collaborative effort to seek a patrol schedule that maximized personnel for operational purposes and appealed to both current officers and people being recruited, the department began testing a 12-hour patrol shift beginning in May 2022. The DPD Administration analyzed the new shifts as it related to overall operations and personnel during this time, which included both internal matters and also how this schedule has worked in other agencies.

Due to the differences between the former patrol shift and a 12-hour shift, modifications to the CBA were necessary if DPD was to keep the 12-hour shift. These changes were primarily operational; however, one minor financial change was necessary. This minor financial change related to field training officer pay and was made due to the increase in the number of hours worked per day while training a new officer. However, with the increased hours per day, there is a decrease in the number of days required for field training. Thus, the overall financial impact is minimal and will not have an adverse impact on the DPD budget.

After 10 months of operating on the 12-hour patrol shift, the Union was presented a Memorandum of Understanding related to permanent changes to the CBA directly correlated to the change in the patrol schedule. The Union voted by nearly 80% to keep the new schedule and agree to the MOU, which will become part of the CBA. The Administration has also seen the short and long-term benefits of this schedule change and now seeks to make this change permanent.

PRIOR COUNCIL ACTION: None

POTENTIAL OBJECTIONS: None

STAFF REFERENCE: Shane Brandel, Chief of Police, 424-2745, sbrandel@decaturil.gov

ATTACHMENTS:

Description	Type
Resolution Letter	Resolution Letter
MOU -- Final	Exhibit
Current CBA	Backup Material

RESOLUTION NO. R2023-_____

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
MODIFICATIONS TO THE COLLECTIVE BARGAINING AGREEMENT
REGARDING PAY, BENEFITS, AND WORK CONDITIONS BETWEEN THE
DECATUR POLICE BENEVOLENT AND PROTECTIVE ASSOCIATION LABOR
COMMITTEE AND THE CITY OF DECATUR**

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

Section 1. That the modifications to the Collective Bargaining Agreement through a memorandum of Understanding presented to the City Council herewith between the City of Decatur, Illinois and the Decatur Police Benevolent and Protective Association Labor Committee for pay, benefits and working conditions effective January 1, 2020 through December 31, 2024 be, and it is hereby, received, placed on file and approved.

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

PRESENTED, PASSED, APPROVED and RECORDED this 17th day of April 2023.

LISA GREGORY, MAYOR PRO TEM

ATTEST:

KIM ALTHOFF, CITY CLERK

Memorandum of Understanding

By and Between

City of Decatur, Illinois, and Decatur PB&PA

Labor Committee

This Memorandum of Understanding (MOU) is made by and between the City of Decatur, Illinois (“City”) and the Decatur Police Benevolent and Protective Association Labor Committee (“Union”).

WHEREAS, the City and the Union desire to modify the current collective bargaining agreement between the parties, to implement certain changes in patrol officers’ work schedules, and,

WHEREAS, the City and Union desire to incorporate the agreed patrol schedule changes into the successor collective bargaining agreement; and,

WHEREAS, except as expressly set forth in this MOU, the changes affecting patrol officers’ work schedules described herein are intended to neither diminish nor enhance any benefit provided in the current collective bargaining agreement between the parties; and,

WHEREAS, current contract language does not fully facilitate implementation of the agreed changes in patrol officers’ work schedules; and,

WHEREAS, the City and the Union have reached agreement on certain modifications to the terms of the current collective bargaining agreement between the parties, for the limited purpose of implementing the new work schedule for the Police Patrol Division; and,

WHEREAS, the modifications of the current collective bargaining agreement described in this MOU are intended to supplant the terms of the current collective bargaining agreement and merge into the successor agreement; and,

WHEREAS, this MOU represents the final agreement of the parties on the limited issue of the new work schedule for the Police Patrol Division.

NOW THEREFORE, the City and the Union agree that:

1. In order to effectuate the intent of this modification in the Patrol Division work schedule, the City and the Union agree that the following Sections of the following Articles of the Collective Bargaining Agreement currently in force shall be modified as follows (with the ~~struck through~~ language to be deleted, underlined language to be added):

Article 5

Section 1. Hours of duty of employees in the classified police service shall be established so that the average weekly hours of duty in any year other than hours during which members are summoned to or kept on duty shall not exceed 40 hours. Duty hours shall be served by the use of shifts:

~~First Shift Patrol: 6:00 a.m. to 2:33 p.m. (early cars) and 6:45 a.m. to 3:18 p.m. (late cars)~~

~~Second Shift Patrol: 2:00 p.m. to 10:33 p.m. (early cars) and 3:00 p.m. to 11:33 p.m. (late cars)~~

~~Third Shift Patrol 9:27 p.m. to 6:00 a.m. (early cars) and 10:27 p.m. to 7:00 a.m. (late cars)~~

First Shift Patrol (Dayshift): 5:00 a.m. to 5:00 p.m. (early cars) and 7:00 a.m. to 7:00 p.m. (late cars)

Second Shift Patrol (MidShift): 3:00 p.m. to 3:00 a.m.

Third Shift Patrol (Nightshift): 5:00 p.m. to 5:00 a.m. (early cars) and 7:00 p.m. to 7:00 a.m. (late cars)

Street Crimes Unit: 10:00 a.m. to 6:00 p.m., and 6:00 p.m. to 2:00 a.m.

Professional Standards: 7:30 a.m. to 3:30 p.m.

~~The City and the Union mutually desire to consider a new shift arrangement and agree to jointly develop the same prior to its adoption and implementation. Any new schedule adopted shall remain in place for a minimum of twelve months. At the end of this twelve month period, the City or the Union may elect to return to the duty hours described above. The details of the new shift arrangement shall be as set forth in a Memorandum of Understanding between the City and the Union.~~

Patrol officers are assigned to a twelve (12) hour workday schedule, commonly known as the Pittman schedule. The Pittman schedule rotates days on/off on a two week/14 day pay cycle. The Patrol Division will consist of three (3) shifts. Each of the shifts are divided into an "A" and "B" squad. One squad will be working while the other squad is on regular time off. Second shift will be filled as staffing allows and at the discretion of the Chief of Police. Assignment of officers to a particular squad is at the sole discretion of the shift commander.

Section 5. ~~Not less than two nor more than ten uniform patrol units may be utilized as "early cars," as outlined in Section 1. Officers may volunteer to be an early car or it will be assigned by inverse seniority.~~

Section 11. Duty Reduction Days: With the 12-hour schedule, members work an additional 4 hours every 2 weeks (84 hours). To accommodate for this additional work time, each officer will be awarded one (1) 12-hour Duty Reduction Day every 6 weeks. Duty Reduction Days will be adjusted / prorated accordingly for members that do not work a full 6-week cycle.

It is agreed that each member will schedule their Duty Reduction Days between September 1st and Sept 15th for the following calendar year. If an officer moves shifts, they will be awarded their DRD pattern based on availability as determined by the shift commander. One 12-hour duty reduction day will be awarded for each six-week period. The members will remain on the same DRD within their rotation pattern. If requested, an individual 12-hour (full day) DRD may be moved at the discretion of the shift commander subject to adequate staffing. The moving of a DRD shall not be denied for arbitrary reasons, however a DRD may only be requested to be moved within 28 days of the date of trade. No officer will be required to select a DRD that falls in between working days. For example, when the officer works their weekend 3-day set, they will not be required to work Friday, take a DRD on Saturday, and then work Sunday. This will not be forbidden if an officer makes such a request, however it will not be required.

Section 12. This section pertains only to uniformed officers in the Patrol Division working the current 12-hour schedule.

When an officer attends a single day training class hosted by an agency or organization other than the Decatur Police Department, regardless of class location, the training “duty” day will end when the scheduled training and any associated travel ends. Officers are not eligible for overtime unless the training and all travel time, if applicable, exceeds 12 hours.

When an officer attends a single day Decatur Police Department sponsored in-service training class, the training “duty” day will end then the training ends. The department may elect to hold training classes for up to 12 hours for those officers working the current 12-hour schedule.

For training that occurs on scheduled days off for an officer, or for training that is two or more consecutive days, the shift commander will work to properly coordinate and adjust the officer’s days off and duty hours to accommodate the adjustment while remaining within the normal 84 hours of work per 2-week pay cycle.

Article 6

Section 3. Those employees in the police service, excluding probationary employees in the field training phase accompanied by a Field Training Officer (FTO), shall receive \$.25 per hour in addition to the wage set out in Exhibits A, B, C, and D for each hour worked between 7:00 p.m. and 7:00 a.m. Any employee assigned to the patrol night shift will be paid the shift differential pay for the entire 12-hour shift, regardless of early or late car assignment. Probationary employees in the Field Training phase that involves continuous assignment to a Field Training Officer will receive \$.25 per hour in addition to the set wage, regardless of the shift assigned, during the FTO training phase. Upon solo patrol assignment, the employee shift differential pay will coincide with hours worked between 7:00 p.m. and 7:00 a.m.

Section 9. Any officer actively performing the duties of a Field Training Officer shall receive an amount equal to one and one half (1.5) hour's pay at time and one half for each day the officer performs the duties of a Field Training Officer (FTO) with a probationary employee, or with a non-probationary employee being retrained at the direction of the Chief of Police in regards to the patrol function, in excess of 5 consecutive work days if detailed documentation of the performance is required. It is understood that the one and one half hour's pay at time and one half is in addition to any overtime pay earned pursuant to other provisions of this contract. No more than one FTO per probationary or non-probationary officer will be eligible to receive FTO training compensation pay during any one work/training shift. **A full day for FTO pay for purposes related to this section is considered any day that the FTO and probationary or non-probationary officer work at least 6 hours together.**

Article 9

Section 1. Upon just cause connected with or reflecting upon the public service, an employee may be administratively disciplined by a shift reprimand, division reprimand, department reprimand or suspension. An employee shall be entitled to comment upon any shift or division reprimand that is placed on record in the officer's file and such reprimand, and any comments thereon shall also be forwarded immediately to the Chief if so requested by the employee or a commanding officer.

A suspension day for employees working under this agreement will be the equivalent of eight (8) hours. For those employees who receive a suspension comprising less than a complete shift (i.e., suspended for eight hours of a twelve-hour shift), the department shall choose the day the suspension shall be served and, as a general rule, the suspension time will be coordinated with the officer's command officer, with the practice that the employee shall work either the first block of the shift or the last block of the shift. The time the officer is approved to work on the day of the suspension shall not interfere with the operations of the department.

Article 10

Section 2. For purposes of Article 10, and only for said Article, "week" shall mean the scheduled duty week of an employee. Further, for the purpose of accrual of vacation leave, and only for such purpose, "week" shall mean 40 hours. Employees' leave balances shall be maintained in hours, and increments of one tenth thereof. **For those members working the 12-hour patrol shift, when scheduling accrued vacation time using seniority rights, a vacation "week" shall consist of a minimum of 48 consecutive work hours (four 12-hour shifts).**

Article 11

Section 5. Such time off shall be taken at the convenience of the employee and the Department **and shall be used time for time**. In addition, a classified employee required to work on the following holidays shall be paid one and one half (1 ½) times the regular rate of pay **for the hours they work** for said holidays:

Thanksgiving Day

Christmas Day

A classified employee required to work overtime on the holidays listed in this section shall be paid two (2) times the regular rate of pay for any time worked in excess of normally scheduled hours on the holidays. A classified employee called into work on the holidays listed in this section for which he/she is scheduled off shall be paid two (2) times the regular rate of pay for all time worked. A classified employee called into work from an approved paid leave day shall be paid two (2) times the regular rate of pay, and shall retain the paid leave day for use at a later time or for cash buy out, depending upon the type of leave used and pursuant to the terms of this agreement. Holiday pay shall begin at the beginning of the shift on the holiday, and shall continue for the entirety of said shift.

Article 12

Section 2. Accumulated sick leave ~~days~~ **hours** may be used for illness, injury or off-the-job incurred disability. ~~They~~ **Sick leave hours** may also be used for the illness, injury, or disability of an employee's spouse, parent, or dependent child. ~~One day~~ **Time for time** of accumulated sick leave credit with pay shall be deducted from each employee's sick leave accumulation for ~~each duty day~~ **duty time** not served due to illness, injury or off-the-job incurred disability of the employee or employee's spouse, parent, or dependent child.

Article 16

Section 10. This section pertains to only those uniformed officers in the Patrol Division working the 12-hour schedule.

A member of the patrol division may elect to make a duty day trade with other members of the patrol division. All duty day trades shall be subject to approval by the shift commander. All duty day trades shall be for the entire 12-hour workday. Both officers must agree to trade days off and must identify the days being traded between each officer at the time the request is made.

No duty day trades shall be denied for arbitrary reasons. No duty day trade may be requested until the member seeking the trade has exhausted all attempts to receive earned time off and the request was denied. Duty day trades may only be requested within 28 days

of the date of the trade. No member shall work a duty day trade immediately preceding or following their normal scheduled shift hours, meaning no one will be allowed to work back-to-back 12-hour shifts (for a total of 24 hours).

The Department relieves itself of the management of the duty day trades. All participating members making duty day trades do so at their own liberty and discretion. Members will not receive any additional compensation for work incurred above the 84 hours in a 2-week cycle as a result of a duty day trade. Members who agree to work a duty day trade accept responsibility to fulfill the obligation to work the traded day and accept discipline that results from a no-show situation. If, due to injury or illness, the assignee is unable to work the shift he/she assumed, the assignee will be docked sick leave.

Section 11. Each officer working a 12-hour shift will be afforded one lunch break per 12-hour shift. The lunch break will consist of 45 minutes in length.

2. The contract modifications set forth herein shall neither diminish or enhance any benefit provided in the current collective bargaining agreement between the parties except as expressly set forth herein;
3. For the purpose of facilitating the new work schedule for Police Patrol Officers, the contract modifications set forth herein shall supersede the terms of the current collective bargaining agreement between the parties;
4. For the purpose of facilitating the new work schedule for Police Patrol Officers, the contract modifications set forth herein shall merge into the terms of the first successor collective bargaining agreement between the parties;
5. All other terms of the current collective bargaining agreement between the parties, not superseded by this agreement, shall remain in full force and effect;
6. The City and Police Chief shall retain all rights provided by law and collective bargaining agreement to set and modify work schedules;
7. Each party has had full opportunity to bargain the terms of this MOU and the impact of the changes in the police patrol schedule;
8. This MOU represents the final agreement of the parties on the limited issue of the new work schedule for the Police Patrol Division, and shall be binding upon the parties on this issue;
9. This MOU is without prejudice or precedence, and is not precedent setting;

10. The effective date of changes to the collective bargaining agreement described herein shall be the date last signed by the parties. The changes in the police patrol schedule shall be by order of the Chief of Police.

CITY MANAGER
For the City of Decatur, IL

PRESIDENT, Decatur Police Benevolent &
Protective Association Labor Committee
For the Union

DATED this ____ day of _____, 2023

DATED this ____ day of _____, 2023

Collective Bargaining Agreement

between the

**DECATUR POLICE BENEVOLENT
AND PROTECTIVE ASSOCIATION
LABOR COMMITTEE**

and the

CITY OF DECATUR, ILLINOIS

January 1, 2020

through

December 31, 2024

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MEMORANDUM OF UNDERSTANDING

DECATUR POLICE BENEVOLENT AND PROTECTIVE ASSOCIATION LABOR COMMITTEE

CITY OF DECATUR, ILLINOIS

This Agreement is entered into between the City of Decatur, Illinois, hereinafter referred to as CITY and, Decatur Police Benevolent and Protective Association Labor Committee, hereinafter referred to as UNION, the same being signed on behalf of the City by its City Manager and on behalf of the Union by its President.

ARTICLE 1

GENERAL

Section 1. This Agreement is entered into for the purpose of promoting harmonious relations between the City and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and to promote the morale, rights, privileges and well being of the employees of the Classified Police Service setting forth the mutual understanding of the parties as to the wages, hours and other terms and conditions of employment for whom the employer has recognized the Union as the exclusive bargaining representative.

Section 2. All persons in the Classified Police Service shall regard themselves as employees of the public and are to be governed by the highest ideals of honesty and integrity in all their public and personal conduct in order that they may merit the respect and confidence of the public which employs them and which they serve.

Section 3. The City recognizes the Union as the sole and exclusive bargaining representative for all permanent, full-time Police Patrol Officers and Police Sergeants in the classified police service for the purpose of bargaining with respect to salaries, wages, hours and conditions of employment. The Union expressly acknowledges that it is not the bargaining agent for the positions of Lieutenant, Deputy Chief and Police Chief, said positions having duties and responsibilities that are supervisory in nature and different from those of Patrol Officer or Sergeant and the job descriptions, with the effective dates thereof, of Lieutenant and Deputy Chief being attached hereto, and the Union further acknowledges that occupants of said positions are not subject to the terms and conditions of this Memorandum of Understanding nor are the responsibilities thereof subject to any duty to bargain.

Section 4. Notice. All notices to the Union referenced in the Collective Bargaining Agreement shall be given to the Union President or a member of the Union Executive Board, and

all notices to the City referenced in the Collective Bargaining Agreement shall be given to the Chief of Police, or his designee, and the Assistant City Manager for Administration. The Union shall notify the City in a timely manner of any personnel changes to the Union Executive Board and the Office of the President, and the City shall notify the Union in a timely manner of any personnel changes in the positions of Chief of Police and Assistant City Manager for Administration.

ARTICLE 2

PLACE OF RESIDENCE

Section 1. (a) Persons appointed to positions in the classified police service prior to May 1, 2013 shall reside within forty (40) miles of the corporate limits of the City of Decatur. Persons appointed to positions in the classified police service on or after May 1, 2013 shall reside within forty (40) miles of the Decatur Police Department, located at 707 W. South Side Drive, Decatur IL 26521. Persons appointed to positions in the classified police service January 1, 2027 and thereafter shall reside within the corporate limits of Macon County, or within the corporate limits of any municipality extending into Macon County. Upon original appointment, an appointee may reside outside said limits but shall be required as a condition of continued employment to comply with said residency requirement no later than ninety (90) days after the completion of said appointee's probationary period. All non-probationary officers residing outside said residency requirement and employed by the City on April 30, 1997 shall not be required to comply with said residency requirement.

(b) Officers who are assigned to K-9 duty by order of the Chief of Police shall reside within Macon County, or meet the residency requirement defined in Section 1 (a) of this article, whichever is more restrictive, for the period during which said officers are so assigned.

Section 2. In the event that an employee cannot report for duty at the assigned time, for any reason related to the location of the employee's place of residence if such is not in Macon County, the employee may call an on-duty command officer to request an emergency holiday if the employee has accumulated holiday time sufficient to cover the duty day or time of delay in reporting to work. The request will be granted, if at the time of the request, the affected shift or unit has staffing sufficient to provide police service at the level required by the anticipated workload for that time period.

If, in the opinion of the command officer on duty at the time of the request, the anticipated workload is such that adequate police service cannot be provided with the reduced staffing caused by the employee's inability to report for duty, or if the Department must provide hireback staffing to meet workload requirements, the employee who fails to report to duty will not receive pay for any time away from duty while the workload conditions remain such that the employee's duty status is required.

If the holiday request is denied by the on-duty command officer, the request will be forwarded to the Chief of Police for final pay status determination.

ARTICLE 3

UNION SECURITY

Section 1. Upon written authorization by an employee filed with the Director of Finance thereof, the City shall deduct from the wages or salary of such employee such sum as is certified by the Treasurer of the Union as initiation fee, assessment, and monthly union dues, which sum so deducted shall be delivered to the Union Treasurer on or before the 15th day of the month next succeeding the month in which such deductions are made. If any employee does not have a check coming to him or such check is not large enough to satisfy said deductions, no deduction shall be made from the wages or salary of such employee for that month.

Section 2. Upon written authorization by an employee filed with the Director of Finance, the City shall deduct from the wages or salary of such employee such sum as is certified by the City or the Treasurer of the Union as premium payment for enrollment in the City or Union dental and/or vision insurance plans. The deductions shall be made on a twice- per-month basis.

Section 3 (a). Although it is agreed that union membership is not a mandatory condition of employment for any employee covered by this Agreement, any employee covered by this Agreement employed before the date of this Agreement, except as provided in sub-paragraph (b) hereof, who has become a Union member or becomes a Union member at any time during the term of this Agreement, shall continue to pay to the Union those dues or fees regularly charged members of the Union in good standing for the life of this Agreement (except as otherwise provided herein for withdrawal of membership).

(b). An employee hired after the date of this Agreement and covered by this Agreement who, after completing thirty (30) calendar days of employment voluntarily joins the Union, shall be subject to the same terms of continued membership as employees in Section 3(a) above.

(c). Every employee who is a member of the Union shall have the right to withdraw from membership with notice to the Union and the City.

Section 4. The Union shall indemnify the City and any department of the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City or any department of the City for the purpose of complying with the provisions of this Article.

ARTICLE 4

INTERRUPTION OF DUTY

Section 1. While this memorandum is in effect it is understood that there shall be no strike, lock out, slow down, unauthorized absenteeism or interruption of duty or other interference with the efficient operation of the police service.

ARTICLE 5

HOURS OF DUTY AND OVERTIME

Section 1. Hours of duty of employees in the classified police service shall be established so that the average weekly hours of duty in any year other than hours during which members are summoned to or kept on duty shall not exceed 40 hours. Duty hours shall be served by the use of shifts:

First Shift Patrol: 6:00 a.m. to 2:33 p.m. (early cars) and 6:45 a.m. to 3:18 p.m. (late cars)

Second Shift Patrol: 2:00 p.m. to 10:33 p.m. (early cars) and 3:00 p.m. to 11:33 p.m. (late cars)

Third Shift Patrol 9:27 p.m. to 6:00 a.m. (early cars) and 10:27 p.m. to 7:00 a.m. (late cars)

Street Crimes Unit: 10:00 a.m. to 6:00 p.m., and 6:00 p.m. to 2:00 a.m.

Professional Standards: 7:30 a.m. to 3:30 p.m.

The City and the Union mutually desire to consider a new shift arrangement and agree to jointly develop the same prior to its adoption and implementation. Any new schedule adopted shall remain in place for a minimum of twelve months. At the end of this twelve-month period, the City or the Union may elect to return to the duty hours described above. The details of the new shift arrangement shall be as set forth in a Memorandum of Understanding between the City and the Union.

Section 2 (a). Officers may be assigned to a Monday through Friday work schedule for teleserve assignment or position mutually agreed upon by City and Union, at the direction of the Chief of Police.

(b). Employees assigned to the Street Crimes Unit Shifts shall have a regular duty schedule consisting of five consecutive eight hour days, Monday through Friday, or as otherwise agreed to by the Chief of Police and the officers involved. Shift hours for the Street Crimes Unit shall be 10:00 a.m. to 6:00 p.m., and 6:00 p.m. to 2:00 a.m.

(c). The Department, as staffing permits, shall allow officers to be off on holiday and/or vacation leave on each of the shifts listed herein. The denial of holiday and/or vacation leave shall not be arbitrary.

(d). Employees assigned to the Professional Standards Division shall have a regular duty schedule consisting of five consecutive eight hour days, Monday through Friday, during the hours of 7:30 a.m. to 3:30 p.m., or as otherwise agreed to by the Chief of Police and the officers involved.

Section 3. Assignments to the Street Crimes Unit Shifts shall be made by the Chief of Police from a list of volunteers; provided that, if an insufficient number of volunteers are available, the Chief of Police may assign the least senior employees, in the order of increasing seniority, until such shift staffing requirements as determined by the Chief of Police are met.

Section 4. Vacancies on shifts will be filled from a list of officers who request transfer assignments to the shift. Assignments will be made by Department seniority order. The list will be

effective for six months from the date of the first posting of the personnel memorandum. A new list will be established during the six month period only if too few officers have requested transfer on the current list to fill immediate vacancies.

Section 5. Not less than two nor more than ten uniform patrol units may be utilized as "early cars," as outlined in Section 1. Officers may volunteer to be an early car or it will be assigned by inverse seniority.

Section 6. The Chief of Police may organize the Criminal Investigations Bureau of the Police Service such that the officers assigned thereto are required to report to duty at hours and on days different from those in effect for uniform patrol officers. The Chief of Police, in so doing, shall assign each such employee a regular duty schedule consisting of five consecutive eight hour days, such schedule being either Monday through Friday, Sunday through Thursday or Tuesday through Saturday, with hours to be determined by the Chief of Police. No such employee shall be required to report to duty, other than for emergency call in purposes, earlier than 7:00 a.m. or later than 4:00 p.m., or as otherwise agreed to by the Chief of Police and the officers involved.

Section 7. Authorized overtime served by employees in the classified police service shall be paid subject to the following conditions and exceptions:

(a). The department may make rules not in conflict with this agreement regarding Overtime.

(b). Overtime authorized for training shall be paid for at one and one half the regular rate of pay of the respective employee. Officers shall be reimbursed for travel, lodging, meals and other justified expenses for training outside Macon County in accordance with the practice in effect as of May 1, 1997.

(c). An employee called to duty, as distinguished from an employee who is held over beyond the quitting time of his regular shift, shall receive overtime pay for the authorized time actually served but for not less than a minimum of two hours. When an employee is required to report for duty one hour or less prior to the time his/her regularly scheduled shift commences, he/she will be paid time and one-half for only the actual time worked prior to commencing his/her regular shift.

(d). Overtime shall accrue and be computed in increments of one-tenth hour and shall be subject to department rules. Time recorded within a one-tenth hour increment which is three (3) minutes or less shall relate back to the last full one-tenth hour mark; time recorded within a one-tenth hour increment which is four (4) minutes or more shall relate forward to the next full one-tenth hour mark. That is, if any employee works three (3) minutes or less of overtime, no overtime shall be recorded as having been worked; whereas if the employee works four (4) minutes through nine (9) minutes of overtime, he will be recorded as having worked one-tenth hour of overtime.

(e). When an employee is required to attend court commencing at a time other than during his regular shift, said employee shall be paid overtime not less than two hours per day, such overtime to be paid at time and one-half the regular rate of pay of the respective employee for time

actually served in court or when an employee is required to attend court commencing at a time during his regular shift and such attendance extends beyond the end of said shift, such shall be considered the same as being held over beyond normal quitting time as provided in sub-paragraph (d). When an employee is required to attend court one hour or less prior to the time his regularly scheduled shift commences, he will be paid time and one-half for only the actual time served in court prior to commencing his regular shift.

(f). When an employee is recalled to court or required to return to court later in the same day, said employee shall be paid overtime not less than one hour and such overtime shall be paid at time and one-half the regular rate of pay of respective employees.

(g). When an employee is required to attend court commencing on his regularly scheduled days off, while on vacation leave or on holiday leave (when the leave is scheduled thirty (30) days in advance), said employee shall be paid a minimum of four (4) hours at an overtime rate and shall also be paid for all hours spent in court beyond the four (4) hour minimum at an overtime rate.

(h). Officers required to work overtime may elect to receive compensatory leave time in lieu of pay at the rate of one and one-half (1 ½) hours leave for each hour of overtime worked. The election to take compensatory leave time shall be given to the officers shift commander in writing prior to the end of the pay period in which said overtime was worked. Such leave shall be taken at the convenience of the employee and the Department in the same manner that holiday time is taken and shall be taken during the annual period of May 1 to the following April 30 in which it was accrued. If such leave is not taken during said annual period, any and all such time remaining on the books upon the commencement of the last pay period in said annual period shall be purchased by the Employer at the employee's then current rate of pay and the monies deposited by the Employer into the employee's Retirement Health Savings (RHS) account. Upon the commencement of the last pay period in each said annual period such accrued time shall not be available to the employee for cash or time off. Overtime worked during the last full pay period of said annual period and thereafter shall be compensated by pay or compensatory leave during the succeeding annual period of May 1 to the following April 30. Accumulation of compensatory time shall be limited to no more than 80 hours per employee at any given time. Overtime hours worked beyond that shall be paid at the overtime rate, and not eligible for conversion to compensatory time. Officers may request compensation for any accrued compensatory time off at any time. Such compensation shall be made by regular payroll direct deposit on the next full pay period.

Section 8. The City may establish a policy by departmental rule that witness fees be claimed by police personnel for court appearances. If such is so established, police personnel when appearing at court shall properly claim said witness fees and upon payment thereof shall pay the same over to the City.

If an employee is subpoenaed concerning a case which involved his work as an employee of the classified police service and said employee is paid a witness fee, that witness fee shall be turned over to the City before the employee will be paid authorized overtime for said appearance.

Section 9. If an employee is required to appear in court outside Macon County on a day he is not regularly scheduled to work, he shall be paid for approved travel time in addition to actual court time, said court time not to exceed 8 hours. The City may, with the mutual agreement of the employee and Chief of Police, reschedule off-duty days so that such out-of-county court appearances fall on regularly scheduled duty days.

Section 10.

(a). General

For the purpose of this contract the term "Hireback" shall be used to designate a process used by the Chief of Police for assigning officers to work overtime for special projects. This does not apply to the general overtime process as delineated in Section 7 of this Article. The hireback process shall be used in assignment of officers for Special Events and Special Departmental Operations, i.e., Rat Packs, DUI Program and Gang Suppression.

(b). Special Event Hireback List

(1) The Chief of Police shall establish a "Hireback Procedure" for assigning officers to work all City of Decatur sanctioned special events. For the purpose of this contract a special event is considered to be sanctioned when approved by the City Manager and the Chief of Police for the deployment of police personnel in a hireback status.

(2) All officers of the Decatur Police Department who have been certified for solo patrol duties shall be eligible for hireback for the staffing of special events. If an officer does not wish to be considered for assignment, he/she may submit a letter to the Chief of Police requesting not to be considered for special event hireback. The Chief of Police may also remove officers from consideration as a result of disciplinary action. In all cases, removal from hireback consideration will remain in effect for a period of one year unless reinstatement is authorized by the Chief of Police.

(3) The designated event coordinator shall distribute an event's sign up sheet to each officer thirty days or more prior to the event. To be eligible for hireback work, officers must sign up for a minimum of two slots. The event coordinator shall assign one slot per officer according to departmental seniority until all requested slots are filled. If slots are still available, the coordinator shall fill these slots based on inverse seniority until all slots are filled.

(c). Special Operations Hireback:

(1) All officers certified for solo patrol duties shall be eligible for assignment to hireback opportunities.

(2) Hireback opportunities will be made known to all eligible officers and assignments shall be made at the discretion of the operation coordinator(s) and based on the officer's suitability for the specific assignment; suitability shall be determined by the performance of said employee during one or more previous such assignments. After one year without selection for an assignment,

or upon being informed by an operations coordinator that he/she is not suitable for further assignment, an employee may request a conference with the Chief of Police and the union president and seek an explanation. The Chief shall meet with the officer involved and the union president within a reasonable time following such request, but the Chief shall retain complete discretion to resolve the matter in the best interests of the Department and said officer's decision shall not be subject to arbitration.

(3) Emergency Response Team operations and general call outs of a shift or department level are exempt from overtime hire-back scheduling and shall be conducted at the discretion of the Chief of Police.

ARTICLE 6

SALARIES AND WAGES

Section 1 (a). The salaries and wages set out in EXHIBIT A for the respective classified positions in the police service represented by the Union shall be effective January 1, 2020.

(b). The salaries and wages set out in EXHIBIT B, for the respective classified positions in the police service represented by the Union shall be effective January 1, 2021.

(c). The salaries and wages set out in EXHIBIT C for the respective classified positions in the police service represented by the Union shall be effective January 1, 2022.

(d). The salaries and wages set out in EXHIBIT I for the respective classified positions in the police service represented by the Union shall be effective January 1, 2023.

(e). The salaries and wages set out in EXHIBIT J for the respective classified positions in the police service represented by the Union shall be effective January 1, 2024.

(1). In addition, beginning in 2024, the City will place in each eligible employee's deferred compensation account on December 1, and on each December 1 thereafter, an amount equal to one percent (1%) of their base salary.

(b). It is understood that employees who have retired after January 1, 2020 and before the effective date of this agreement shall be entitled to retroactive pay at the rates set out in Exhibits A, and B, as applicable.

Section 2. Those employees in the police service who have occupied position classifications as set out in Exhibit A for not less than five years shall receive longevity pay, in addition to the wages set out in said Exhibit A as provided in section 3 hereof, according to the following schedule:

Employees with not less than 5 years but fewer than 10 years -	2%
Employees with not less than 10 years but fewer than 15 years -	4%
Employees with not less than 15 years but fewer than 20 years -	6%
Employees with not less than 20 years but fewer than 25 years -	9%
Employees with not less than 25 years -	12%

For patrol officers, the additional percentage referred to herein shall be that percentage of a patrol officer's salary at Step (6) or Step (7), as applicable, as shown in said Exhibits A, B, C or D for the applicable year, and shall be paid pro rata biweekly. For sergeants, the additional percentage referred to herein shall be that percentage of a sergeant's salary at Step (2) as shown in said Exhibits A, B, C or D. for the applicable year and shall be paid pro rata biweekly.

Section 3. Those employees in the police service, excluding probationary employees in the field training phase accompanied by a Field Training Officer (FTO), shall receive \$.25 per hour in addition to the wage set out in Exhibits A, B, C, and D for each hour worked between 7:00 p.m. and 7:00 a.m. Probationary employees in the Field Training phase that involves continuous assignment to a Field Training Officer will receive \$.25 per hour in addition to the set wage, regardless of the shift assigned, during the FTO training phase. Upon solo patrol assignment, the employee shift differential pay will coincide with hours worked between 7:00 p.m. and 7:00 a.m.

Section 4. The salary and wage applicable to police patrol officers shall be increased by 10% for such officers who are assigned to the Investigations Bureau by order of the Chief of Police for the period during which said officers are so assigned. The salary and wage applicable to police sergeants shall be increased by six hundred dollars (\$600) annually, prorated and payable biweekly, for such sergeants who are assigned to plain clothes duty in the Investigations Bureau by order of the Chief of Police, for the period during which said officers are so assigned.

Section 5. The salary and wage applicable to police patrol officers shall be increased by 5% for such officers who are designated as Master Patrol Officers by order of the Chief of Police for the period during which said officers are so assigned, per Police Department policy A-11, entitled "Master Patrol Officer Selection Process". The employer agrees to meet and confer with the union regarding minor policy changes, e.g., the addition or deletion of a single evaluation criterion, and the union agrees to waive any right to demand formal mid-term bargaining regarding such minor policy changes.

Section 6. The salary and wage applicable to police patrol officers shall be increased by 5% for such officers who are assigned to K-9 duty by order of the Chief of Police for the period during which said officers are so assigned. An officer assigned K-9 duty shall use the last half hour of each work day (including K-9 training days) to provide the proper care and maintenance of the K-9.

Section 7. There shall be no duplication or pyramiding in the computation of overtime or other premium wages, and nothing in this Agreement shall require the payment of overtime or other premium pay more than once for the same hours worked, except that the K-9 officers are entitled to retain their 5% K-9 pay differential in addition to any other premium pay to which they are entitled.

Section 8. An officer required to work out of classification and instead perform the regular duties of a higher classified rank for a period in excess of five (5) days, but not including any such periods worked for training purposes, shall receive the base rate of pay for said higher rank for all days so worked if such pay is in excess of said officer's current salary.

Section 9. Any officer actively performing the duties of a Field Training Officer shall

receive an amount equal to one hour's pay at time and one half for each day the officer performs the duties of a Field Training Officer (FTO) with a probationary employee, or with a non-probationary employee being retrained at the direction of the Chief of Police in regards to the patrol function, in excess of 5 consecutive work days if detailed documentation of the performance is required. It is understood that the one hour's pay at time and one half is in addition to any overtime pay earned pursuant to other provisions of this contract. No more than one FTO per probationary or non-probationary officer will be eligible to receive FTO training compensation pay during any one work/training shift.

Section 10. The City shall offer employees the option of participation in the "cafeteria plan", currently offered by the City as permitted by Section 125 of the Internal Revenue Code. Participation by an employee shall be on a voluntary basis. Information regarding said plan will be made available to any officer upon request to the Risk Management Division.

Section 11. Officers recruited from other law enforcement agencies may be paid starting wages equivalent to their previous law enforcement experience, but not to exceed that of a DPD Officer with five years on the job. All salary step increases will be based on the combined total of experience awarded at the time of hire, not to exceed 5 years, and the number of current consecutive years of service with the police department. All other benefits allowed under the contract, including longevity pay, will be based on the actual hire date.

Section 12. Officers who recruit a police officer new to the Decatur Police Department shall be entitled to a recruitment bonus of \$1,000 per new officer recruited, upon the recruit successfully completing the probationary period. Consistent with this Section, the City's Human Resources Department will establish criteria to identify who is awarded this bonus.

ARTICLE 7

VACANCIES AND PROMOTIONS

Section 1. Vacancies in the classified police service of the city shall be filled and promotions in said service made according to the rules of the Civil Service Commission and applicable provisions of the Civil Service Law for Cities. The City shall notify the Union of any proposed change in the rules of the Civil Service Commission not less than 30 days prior to the consideration and adoption of said change by the Commission.

Section 2 (a). The City agrees to notify the Union of any promotional examinations or any assignment openings, and listed or recommended study materials for such written examination, if any, not less than 45 calendar days prior to the examination or 10 calendar days prior to the filling of the assigned position, as the case may be.

(b). The City shall make all assignments based on articulable facts related to officer performance, experience in the assignment area, work evaluations and seniority. Such facts shall be articulated to any officer applying for an assignment after the assignment has been made, upon written or verbal request for same. An officer may be accompanied by a Union executive board

member when learning of the facts regarding such assignment, but said Union executive board member may only listen and observe and may not participate in the discussion.

Section 3. Employees taking Civil Service promotional examinations shall have the right to review the correct answers and their scores on all portions of such examinations in accordance with the rules of the Civil Service Commission, provided that the identity of the individuals grading the oral portions of the examinations shall not be disclosed.

Section 4. The following procedure will govern all promotional processes for Sergeant:

(a). All examinations shall relate to the knowledge, skills and abilities necessary to perform the critical and essential functions of the position applied for. Eligibility for promotion to the position of Sergeant shall be based on:

- 1) Oral examination 25 points;
- 2) Written examination 50 points;
- 3) Evaluation of work record 20 points;
- 4) Seniority (0.25 points for each year of service to 20 years) 5 points.
- 5) Military credit may be applied as prescribed by statute.

(b) Oral Examination

The oral examination shall constitute 25 points of the final grade. The oral examination shall consist of ten (10) questions to be determined by the Chief of Police. All applicants shall be given the same ten questions and all questions will be based on the critical and essential job functions for the position of Police Sergeant. Each question shall have a value of 2.5 points with the total value of the examination to be 25 points. There shall be no partial points awarded. Oral interviews shall be audio and video recorded and shall be conducted and graded prior to the giving of the written examination. The candidates shall be notified of their scores on the oral examination prior to being given the written examination. The City shall provide a copy of the video and audio recordings and the correct answers of the oral exam to the candidate if requested within five (5) business days of the final candidate's oral exam at no expense to the candidate or the Union.

(c). Written Examination

The written examination shall constitute 50 points of the final grade. The written examination shall consist of three (3) parts.

The first part shall test English/analytical skills and shall be worth 12.5 points of the overall written exam score. The second part of the exam shall test written communication skills and shall be worth 12.5 points of the overall written exam score. Together, the first two parts of the exam shall constitute 25 points of the overall written exam score, with each part equally weighed.

The third part of the written examination shall test the applicant's knowledge of selected City of Decatur Ordinances and Decatur Police Department Policies and Procedures. This portion of the exam shall consist only of multiple-choice, true/false, and fill in the blank questions. This part of the exam shall constitute 25 points of the overall written exam score.

All parts of the written testing procedure shall be proctored and scored by a third party, to be determined by the City prior to the posting of the promotional opportunity. Once the tests are scored, the results shall be provided to the City's Human Resources Division, in addition to the Union. If requested within five (5) business days of the posting of the written examination results, the requesting candidates shall be provided their answers and the correct answers for the written exam.

The exam proctor must have qualifications equal to a Ph.D. with teaching experience in English Communications.

(d). Evaluation of Work Record.

The work record scoring for this examination shall be based on an average of the employee's three (3) most recent recently completed full-year Civil Service Annual Performance Evaluations, and commendations and reprimands over the four year period of most recent active duty for the employee. Performance Evaluations filed with the Human Resources Division as of the date of posting of the promotional opportunity will be included in work record scoring. For purposes of this subsection, a "full year" is defined as an annual evaluation period in which the employee is absent from duty and/or on restricted duty status no more than 25% of the total time.

Performance Evaluations:	15 points (maximum)
Commendations/Reprimands:	5 points (maximum)
Total Work Record Score:	20 points (maximum)

Performance Evaluation Scoring shall be as follows. Scoring will be based on the following five (5) performance criteria found on the *Civil Service Commission Annual Performance Evaluation Report*:

1. Initiative
2. Quality of Work
3. Job Knowledge
4. Customer Focus
5. Judgment & Decisions

The employee's performance ratings on each of the above 5 criteria will be assigned values in whole numbers from 1 to 15 for each of his or her three (3) most-recent performance evaluations, with 1 for the lowest "Unsatisfactory" rating on each criterion to 15 for the highest "Outstanding" rating. The average value on each criterion will then be calculated using the employee's three most-recent evaluations. All average values will be rounded to the nearest whole number, where

fractions of .50 or more will be rounded up. The rounded three-year average value for each criterion will then be assigned “points” as follows: no (0) points for an average value of 1 to 9, one (1) point for an average value of 10 to 11, and three (3) points for an average value of 12 to 15. The points earned for the 5 criteria will then be totaled, and this sum, ranging from a minimum of zero (0) to a maximum of fifteen (15) points, shall constitute the employee’s Performance Evaluation score.

Commendations/Reprimands Scoring: Shift reprimands and commendations shall only be considered if issued within the twelve (12) month period ending thirty (30) calendar days prior to the posting of the position. All other commendations and reprimands shall only be considered if issued within the forty-eight (48) month period ending thirty (30) days prior to the posting of the position.

Shift/Division Commendation	0.5 points
Department Letter of Commendation	1.0 points
Community Service Award	1.5 points
Award of Valor	2.0 points
Life Saving Award	2.0 points
Shift/Division Letter of Reprimand	minus 0.5 points
Department Letter of Reprimand	minus 1.0 points
Any Suspension of 1 to 3 days	minus 1.5 points
Any Suspension of four or more days	minus 2.0 points

(e). Seniority Points

Seniority points shall be calculated as of the date of the application deadline.

(f). Military Credit

Persons who have been members of the armed forces of the United States or who, while citizens of the United States, were members of the armed forces of allies of the United States in time of hostilities with a foreign country shall receive preference for promotion to positions in the classified service in the manner provided in 65 ILCS 5/10-1-16, and as such statutory provision is hereafter amended or re-codified. Such preference shall be in addition that otherwise provided therein and not in lieu thereof.

For purposes of this section, "time of hostilities with a foreign country" shall mean any period of time in the past, present, or future during which a declaration of war by the United States Congress has been or is in effect or during which an emergency condition has been or is in effect that is recognized by the issuance of a Presidential proclamation or a Presidential executive order and in which the armed forces expeditionary medal or other campaign service medals are awarded according to Presidential order.

A person taking the promotional examination who qualifies under applicable provisions of the statutes of the State of Illinois for a military preference, in order to receive such preference, shall request in writing that he or she be granted such preference and shall at the same time submit

proof of military service in such form as shall be applicable. The written request for the preference and the proof of military service shall be submitted to Human Resources by the application deadline.

(g). Education Credit

Persons who have earned a university or college degree or completed credit hours at an accredited institution of higher learning such as a university, college or junior college shall receive preference for promotions to positions in the classified service in the same manner as such preference is awarded for military service and in the amounts set out herein:

Associates degree, or sixty (60) college credit hours	2.5 points
Bachelors degree	5.0 points

Five (5.0) points is the maximum total number of points that may be awarded.

The written request for, and proof of, education credit shall be submitted to Human Resources by the application deadline.

(h) Eligibility to take the sergeants examination requires that the police officer must have worked seven (7) years as a sworn officer as of the date of the application deadline. Five (5) years must be consecutive years served with the Decatur Police Department immediately preceding the application deadline. Up to two (2) years of previous service as a full time sworn officer with Decatur Police or in another jurisdiction will be counted towards the seven (7) years.

(i). Violations of the application of the express provisions hereof may be grieved and arbitrated pursuant to Article 20, and the remedy for any such violation may include the adjustment of an applicant's placement on the promotional list. It is agreed, between the City and the Union, that any challenges to the correctness of any question or questions shall be determined in the following manner:

Any officer who wants to challenge his or her answer or score on any portion of the promotional exam shall provide in writing a challenge to any specific question or questions to the Administrative Operations Deputy Chief, or designee, within fifteen (15) business days of the posting of the results of the portion of the exam/score in question. The challenging officer shall be afforded the opportunity to meet with the Administrative Operations Deputy Chief, or designee, within five (5) business days of the challenge to remedy the challenge. If the officer is still not satisfied with the results, the officer shall within five (5) business days of that decision notify the Administrative Operations Deputy Chief, or designee, in writing that he or she would like the issue resolved by a three person arbitration panel. The panel shall consist of the Chief of Police or designee, Union President or designee and a third party to be determined by agreement between the City and Union Executive Board. The decision of the panel shall be final.

All challenges to questions utilized in the testing process shall be determined on the basis of the operational policy or procedure utilized in the Department at the time the test was given.

ARTICLE 8

REDUCTION IN PERSONNEL

Section 1. When the number of persons authorized to a position classification in the classified police service is reduced, the employee with the least seniority in such position classification shall be the first to be reduced in rank or removed from the service if no reduction in rank is possible. When the number of persons authorized to the classified police service is reduced, the employee with the least seniority in the classified police service shall be the first to be removed from the service.

A person reduced in rank shall receive the salary of the reduced rank. A person removed from service shall be considered furloughed without pay. If any position vacated, displaced or abolished because of reduction of force is filled or reinstated, the person last reduced in rank or furloughed from such position as the case may be if otherwise qualified shall be the first person restored or reinstated in such position. When such positions are to be filled or reinstated, notice to the eligible persons shall be given by registered mail at the address filed by said person with the Department. Written application for reinstatement must be made by the person seeking restoration to rank or reinstatement within fifteen (15) days from the date such notice was mailed to said address. A person seeking reinstatement from furlough may be required to submit to examination by physicians of the Civil Service Commission and the police pension board, or either of them, to determine the physical fitness of such person.

ARTICLE 9

DISCIPLINE AND DISCHARGE

Section 1. Upon just cause connected with or reflecting upon the public service, an employee may be administratively disciplined by a shift reprimand, division reprimand, department reprimand or suspension. An employee shall be entitled to comment upon any shift or division reprimand that is placed on record in the officer's file and such reprimand and any comments thereon shall also be forwarded immediately to the Chief if so requested by the employee or a commanding officer.

Section 2. Reprimand shall be done in such manner as not to embarrass the employee before other employees or the public.

Section 3. Suspensions, and discharge or removal from the classified service shall be in accordance with the ordinances of the City, the rules of the Civil Service Commission and the applicable provisions of State Law with regard to Civil Service Law for Cities, except as modified by the provisions of Article 9 and Article 20 hereof.

Section 4. On an employee's anniversary date, no less than one year after disciplinary action is taken, upon said employee's request the Chief will review said employee's work record.

If the problem or deficiency that was the cause of the disciplinary action has not recurred, the Chief will submit a letter to the personnel file so indicating.

Section 5. An employee receiving a suspension may, upon written notification to the Chief of Police and prior to the commencement of such suspension, elect to use any accumulated vacation, compensatory time or holiday leave for the duration of such suspension. If an employee elects to use accumulated vacation, compensatory time or holiday leave in lieu of suspension without pay, the employee waives his/her right to a hearing before the Civil Service Commission or before an arbitrator pursuant to Article 20.

Section 6. Conduct of Investigations

The City shall abide by the provisions of the Uniform Peace Officers' Disciplinary Act (50 ILCS 725/1 et seq.); any violation thereof, or remedy available there under, shall be subject to the grievance and arbitration sections of Article 20.

(a). The City shall observe the following time limits with regard to disciplinary matters:

(1) An officer shall be notified of any investigation or citizen's complaint regarding the officer's conduct or actions within ten (10) duty days of said complaint unless notification would compromise the investigation.

(2) Any officer under investigation shall be provided with a written copy of any oral statement made by such officer within five (5) of the interviewer's duty days from the time such statement was made.

(3) The City shall provide both the officer and the Union all information obtained from the investigation at least five (5) business days prior to any termination hearing.

(4) All grievances filed under Article 20 of the Agreement which challenge disciplinary actions imposing suspension of ten (10) days or more, or termination, may be heard under the expedited procedure described in Exhibit E hereto, but only if the Union so notifies the City, in writing, not later than the end of the fifth (5th) business day following the notice to the employee of the discipline to be imposed, as set out in said Article 20; provided that, no arbitration hearing involving charges which are also the subject of a criminal prosecution may be conducted prior to the termination of said criminal proceedings.

(b). Failure to meet the time limits set out in subparagraph (a) shall not prohibit the City from imposing discipline for the offenses involved.

Section 7. Photo Dissemination

No photo of an employee under investigation shall be made available to the media prior to a criminal conviction or prior to an arbitrator's decision or Civil Service Commission decision.

Section 8. Compulsion of Testimony

The City shall not compel an employee under investigation to speak or testify before, or to be questioned by, any non-governmental agency relating to any matter or issue under investigation.

Section 9. Polygraph

No employee shall be disciplined for refusing to take a polygraph exam and the results of such an exam shall not be admissible as evidence in proceedings before an arbitrator or the Civil Service Commission.

Section 10. Media Information Restrictions

Unless a preliminary criminal offense report has been filed, and to the extent required by law, the identity of an employee under investigation, or the contents of the investigation, shall not be made available to the media unless a decision has been rendered by an arbitrator or the Civil Service Commission.

Section 11. Officers assigned to special assignments, may not be removed for discriminatory, arbitrary or capricious reasons, nor as discipline for incidents not related to the duties of those positions. If an officer is removed for disciplinary reasons related to the duties of those positions, but not including performance, efficiency, or cost, such removal shall be subject to the grievance and arbitration provisions in Article 20 of this agreement.

Section 12. File Inspection

The City shall abide by the provisions of the Personnel Record Review Act (820 ICS 40/I et seq.); any violation thereof, or remedy available there under, shall be subject to the grievance and arbitration sections of Article 20. It is agreed that any material not available for inspection shall not be used in violation of said statute.

Section 13. Use and Destruction of File Material

A finding of a sustained violation with no disciplinary action taken may be used for a period of time not to exceed one (1) year and shall thereafter be removed from the employee's disciplinary history and shall not be used in support of, or as evidence of, adverse employment action.

Unfounded or unsubstantiated internal investigations will not be included in an officer's personnel file but may remain part of his or her personnel record. Un-investigated, unfounded or unsubstantiated internal investigations shall have no bearing whatsoever on any adverse employment action against officers and shall have no bearing on an officer's performance evaluation(s).

Information relating to a traffic accident involving a City vehicle may be used and/or considered in determining future discipline for a period of time not to exceed two (2) years from the date of such traffic accident and shall thereafter not be used and/or considered in any employment action provided there is no intervening traffic accident involving a City vehicle. If

there is a subsequent traffic accident the two year period shall run from the date of the most recent accident and any prior accidents not already removed from the file may be used and/or considered in employment actions. In no event shall any prior incident five (5) or more years old be used or considered in any employment action unless the incident involves a criminal violation that remains within the applicable statute of limitations.

All information, documents, reports, etc. removed from an officer's file shall be turned over to the officer.

ARTICLE 10

VACATIONS

Section 1. The length of annual vacations with pay for employees in the classified service shall be as follows:

(a). After completion of one year of continuous service uninterrupted by resignation or discharge, two weeks.

(b). After completion of seven years continuous service uninterrupted by resignation or discharge, three weeks.

(c). After completion of fourteen years continuous service uninterrupted by resignation or discharge, four weeks.

(d). After completion of twenty years continuous service uninterrupted by resignation or discharge, five weeks.

(e). After the completion of twenty-five years continuous service uninterrupted by resignation or discharge, six weeks.

Section 2. For purposes of Article 10, and only for said Article, "week" shall mean the scheduled duty week of an employee. Further, for the purpose of accrual of vacation leave, and only for such purpose, "week" shall mean 40 hours. Employees' leave balances shall be maintained in hours, and increments of one tenth thereof.

Section 3. Eligibility for vacations shall be based upon the anniversary service date of the employee. Selection of a particular vacation period shall be based upon seniority and in accordance with departmental rules. Employees shall be allowed to take part of their vacation at one period and the remainder at another period. Civilian employees' vacations shall not interfere with vacations of classified police officers.

Section 4. Earned vacation time shall be taken by the employee within 12 months from the date that the same accrues and shall not be accumulated and carried from one 12 month period to the next except in rare cases with the approval of the City Manager or if the employee was requested to delay vacation by such employee's departmental director and the approval of the City

Manager. The employee shall request any vacation carry over at least 30 days prior to his/her anniversary date. In order to secure vacation through seniority rights, employees shall make their vacation requests known between January 1st and April 1st of each calendar year. An employee may request a particular vacation period during this time even if such has not yet accrued provided that such will accrue prior to the time selected. All vacation requests received after April 1st shall be granted in accordance with this agreement on a first come-first serve basis.

Section 5. If the Chief of Police orders a total mobilization of the Police Department, any affected officer whose scheduled vacation has been canceled because of said order, shall be reimbursed for any actual vacation expenses incurred over fifty dollars (\$50.00) which cannot be recovered by the officer, upon providing sufficient proof to the Police Chief.

ARTICLE 11

HOLIDAYS

Section 1. Employees shall accrue 8 hours of holiday time on the following days each year:

New Year's Day	Independence Day
Martin Luther King, Jr.'s Birthday	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Police Memorial Day (May 1)	Christmas Day
Memorial Day	

Section 2. When an authorized holiday occurs on Saturday, the previous Friday shall be observed as the holiday and when an authorized holiday occurs on Sunday, the following Monday shall be observed as the holiday.

Section 3. If a holiday occurs during a classified employee's vacation period, the employee shall retain the holiday.

Section 4. Effective December 2018, officers will be permitted to cash out up to 208 accrued unused holiday hours per fiscal year, at their discretion. Cash out will be available during the first business week of June and the first business week of December only. Officers electing to cash out accrued unused holidays will be paid at their rate of pay as of the date of their election. Payment shall be made separately from the Officer's regular wages, shall be deposited into the Officer's deferred compensation account or paid directly to the Officer, at the Officer's discretion, and shall be made not later than the next complete pay period following election.

Section 5. Such time off shall be taken at the convenience of the employee and the Department. In addition, a classified employee required to work on the following holidays shall be paid one and one half (1 ½) times the regular rate of pay for said holidays:

Thanksgiving Day

Christmas Day

A classified employee required to work overtime on the holidays listed in this section shall be paid two (2) times the regular rate of pay for any time worked in excess of normally scheduled hours on the holidays. A classified employee called into work on the holidays listed in this section for which he/she is scheduled off shall be paid two (2) times the regular rate of pay for all time worked. A classified employee called into work from an approved paid leave day shall be paid two (2) times the regular rate of pay, and shall retain the paid leave day for use at a later time or for cash buy out, depending upon the type of leave used and pursuant to the terms of this agreement. Holiday pay shall begin at the beginning of the shift on the holiday, and shall continue for the entirety of said shift.

Section 6. To be eligible for holiday pay, the classified employee shall be in pay status and entitled to payment for the entirety of both his last scheduled work shift before the holiday and his first scheduled work shift after the holiday, unless an unpaid absence on the whole or any part of either or both is approved by the City Manager.

Section 7. In the event of conflict between employees as to scheduling of holidays, preference shall be given to the employee with the greater departmental seniority. An employee who has scheduled a holiday in accordance herewith may only be bumped from such by a more senior employee prior to twenty-eight (28) days before such holiday is scheduled to be taken. However, scheduling of holidays for those with greater departmental seniority shall not have preference over the scheduling of vacations for those with lesser seniority. Civilian employees' holidays shall not interfere with holidays of classified police officers.

Section 8. In the event of cancellation of holidays, such cancellation shall be applied first to the employee with least departmental seniority. However, an employee who has scheduled a holiday in accordance herewith may only have it cancelled in favor of a more senior employee prior to fourteen (14) days before such holiday is scheduled to be taken; otherwise cancellations will be applied first to those whose requests were submitted most recently, without regard to departmental seniority. If requests are submitted simultaneously in the instance where they are submitted less than fourteen (14) days before such holiday is scheduled to be taken, the least senior employee's request will be cancelled first.

ARTICLE 12

SICK LEAVE

Section 1. Full-time employees in the classified service shall accrue 8 hours paid sick leave for each month of continuous service uninterrupted by resignation or discharge up to a maximum accumulation of 2,880 hours.

Section 2. Accumulated sick leave days may be used for illness, injury or off-the-job incurred disability. They may also be used for the illness, injury, or disability of an employee's

spouse, parent, or dependent child. One day of accumulated sick leave credit with pay shall be deducted from each employee's sick leave accumulation for each duty day not served due to illness, injury or off-the-job incurred disability of the employee or employee's spouse, parent, or dependent child.

Section 3. No sick leave credit may be used by an employee for the first four hours of the fifth or any succeeding sickness occurrence during any annual period of May 1 to the following April 30. A sickness occurrence is hereby defined as any continuous absence by an employee from scheduled work periods, whether for one or more scheduled shifts, for stated reasons of illness, injury or off-the-job incurred disability for which no physician's verifying statement is provided by said employee to the City. An employee who becomes ill on the job or must leave the job for dependent illness shall not be charged with a sickness occurrence if said employee works a minimum of two hours on the day of said employee's or dependent's illness, or if said employee's immediate supervisor verifies to the City that said employee or employee's dependent was ill.

Section 4. In the absence of evidence of extenuating circumstances an employee who becomes ill, injured or disabled off-the-job shall cause notice thereof to be given to his supervisor not later than two hours before the beginning of his next scheduled duty day. In the absence of evidence of extenuating circumstances an employee whose supervisor is not so notified within two duty days from the day on which the employee was first scheduled to report shall be considered to have resigned from the classified service.

Section 5. A physician's statement may be required before sick leave pay is paid. However, in all cases where four consecutive duty days are missed by an employee due to illness, injury or disability, a physician's statement shall be required before sick leave pay is paid. Such statements shall set forth reasons for the employee's inability to perform his duties and shall become a part of the employee's personnel record. Physician's statements will be used in determining from time to time whether or not an employee is able to continue the performance of his duties.

Section 6. Upon retirement from the classified service, an employee shall be paid fifty percent (50%) of his/her hourly pay rate per accumulated hour of sick leave up to 800 hours, and seventy five percent (75%) of his/her hourly pay rate per accumulated hour of sick leave in excess of 800 hours up to 1,600 hours. The payment shall be made to the Retirement Health Savings (RHS) plan established by the union for this purpose.

Section 7. An employee who has accumulated 800 hours sick leave as of May 1st shall be granted 8 hours leave with pay to be used at any time during the year prior to April 30th, an employee who has accumulated 1,920 hours sick leave as of May 1st shall be granted 16 hours leave with pay to be used at any time during the year prior to April 30, to be scheduled in accordance with departmental rules and regulations. Said days leave shall not be accumulated and carried over into the following year except with the approval of the City Manager or if the employee was requested to delay said days leave by the Chief and with the approval of the City Manager. Employees' leave balances shall be maintained in hours, and increments of one tenth thereof.

Section 8. Pregnancy. Any employee who becomes pregnant shall be allowed to work light duty until the birth of the child(ren). The employee must provide written approval from the employee's physician for the duration of the specific light duty assignment.

ARTICLE 13

LEAVE OF ABSENCE

Section 1. Leave with pay may be granted a full time employee in the classified service in the event of a death in the immediate family. Such leave shall be granted beginning the day of notification to the employee of the death of the family member and shall extend through the day following the funeral, but not to exceed 48 hours. 8 hours additional leave may be granted for funerals held outside of the State of Illinois upon a showing of necessity for travel. Immediate family includes only: (a) spouse, children, step-children, spouse of children and spouse of step-children; (b) parents or step-parents of the employee or the employee's spouse; (c) brothers and sisters, step-brothers and step-sisters of the employee and of the employee's spouse; and, (d) grandchildren, step-grandchildren, grandparents, and step-grandparents of the employee and spouse's grandparents. Employees' leave shall be recorded in hours, and increments of one tenth thereof.

Section 2. If a serious or unexpected emergency occurs to the spouse or children or a member of the immediate family in the household of any employee in the classified service, such employee will be allowed to leave his duties while the emergency exists. Arrangements to enable the employee to return to duty on the next duty day must be made if the emergency continues beyond the duty day on which it first occurred.

Section 3. A full-time classified employee in the classified police service who is a member of the reserve unit of the armed forces of the United States will be granted leave for military training sessions or schools in accordance with applicable federal and state laws.

Section 4. An employee in the classified service who fails to return to duty at the time specified on his application for leave shall be considered to have resigned from such service in the absence of evidence of extenuating circumstances.

Section 5. A full-time employee in the classified service who is called to serve for jury duty shall be paid his regular salary or wage. Any amount received by the employee for jury service shall be turned over to the City Treasurer. The employee immediately upon being called for jury duty shall notify his immediate supervisor of the time thereof. Employees who complete jury duty prior to the end of their shift shall report to their supervisor and return to duty for the remainder of their scheduled duty day. If jury duty falls outside the employee's regularly scheduled duty day, an employee's scheduled duty day shall be changed to incorporate jury duty time.

Section 6. Employees serving as either President or Secretary Treasurer of the Union shall be granted 1/2 hour leave per month to attend scheduled Union meetings. This leave shall be in addition to any lunch or regular break periods.

Section 7. If an employee who serves as a member of the Union negotiating team is regularly scheduled to work on a day scheduled for labor negotiations, the City will have the records reflect that the employee's duty day was during negotiations, with hour for hour credit up to a maximum of a full duty day.

Section 8. (a). Leave with pay will be granted for members of the Decatur Policemen's Pension Board and members currently serving on the state PB&PA Executive Board to attend official meetings and/or coordinating PB&PA events which are held in the City of Decatur. The Union must submit a written request to the City at least thirty (30) days prior to the date of the leave to be effective.

(b). The Union shall be provided with a forty (40) hour paid leave bank. Such time shall be used for the attendance of labor related training and seminars selected by the Union. Only those employees serving on the Union's bargaining committee and/or grievance committee shall be eligible for such paid release time. The union shall give at least thirty days notice that such employee will be utilizing such paid leave. In cases where it is not possible to give a 30 day notice, permission to use this release time shall be at the discretion of the Police Chief, which permission shall not be unreasonably withheld.

ARTICLE 14

ON- THE-JOB ILLNESS, INJURY OR DISABILITY

Section 1. An employee who becomes ill, injured or disabled shall report to his supervisor such fact as soon as possible.

Section 2. Employees who are on leave of absence from duty for a duty related illness, injury or disability shall be assigned to a shift with duty hours commencing at 8:30 a.m. and ending at 4:30 p.m., Mondays through Fridays, for the duration of the leave.

ARTICLE 15

UNIFORMS/EQUIPMENT

Section 1 (a). Uniforms and equipment required to be worn by employees in the classified police service shall be furnished by the City and shall consist of:

- (a) Combination uniform car coat/jacket
- (b) Rain clothing
- (c) Three (3) pair trousers or slacks
- (d) One (1) pair of uniform dress pants

- (e) One (1) winter dress shirt
- (f) One (1) summer shirt
- (g) Outer Uniform Carrier
- (h) Three (3) under-carrier summer shirts
- (i) Two (2) under-carrier winter shirts
- (j) One (1) hat
- (k) Sam Brown Belt and Holster
- (l) Riot gear
- (m) Tie
- (n) Taser Strike Platform for outer carrier
- (o) OC Spray and holster and outer carrier holster
- (p) Expandable baton and holder
- (q) Handcuff Case and outer carrier handcuff case and Handcuffs
- (r) Ammo Pouches and two (2) Magazines and outer carrier double ammo pouch
- (s) Bulletproof vest (As per Section 6 of Article 15)
- (t) Gas mask, and gas mask prescription glass inserts if prescribed
- (u) Cellular Phone

(b). The department shall be required to provide only one hat per employee. Employees will not be required to wear hats on duty. Employees will only be required to wear hats on special ceremonies, i.e., funerals, as designated by the Chief of Police. Special ceremonies shall not include special events, as specified in the contract. Officers shall be permitted to wear hats during inclement weather, i.e., rain including Department-approved winter fur caps, and stocking caps as defined by Department policy.

(c). If, at any time in the future, the department requires employees to wear hats at a time other than special ceremonies, the department will, prior to modifying this agreement, be required to purchase uniform hats in accordance with the contract language in place prior to March 30, 1998.

Section 2. The employee having custody of any such clothing or equipment or other property furnished by the City shall have the responsibility for the proper care, custody and keeping thereof. An employee may be required to replace any of the above items at his own expense if the item is damaged or lost as result of his failing to properly use, care or keep such property.

Section 3. Police detectives and juvenile officers shall be required to have only one (1) dress uniform.

Section 4. Uniforms and equipment shall be used on duty or at such other times as authorized by the Chief.

Section 5. If items of personal property are lost or damaged in the line of duty, the employee will be compensated for the same up to a maximum of \$250.00 per item, except that eyeglasses will be compensated up to a maximum of \$350.00 subject to departmental rules; provided that, if a duty weapon is lost or destroyed in the line of duty, the employee will be compensated for the same in a sum equal to the price of the lost or destroyed weapon. The

employee will not be compensated if the loss or damage is due to negligence on the part of the employee.

Section 6. Police body armor shall be considered part of the employee's uniform and shall be worn according to applicable Department regulation. All armor shall meet National Institutes of Justice standards and be capable of stopping ammunition normally issued by the Department.

1. The City shall provide at no cost to all employees a fitted ballistic vest. Such vest shall be approved by the Chief of Police and have a National Institute of Justice Level II rating or higher. The City shall replace such vest at intervals recommended by the manufacturer at no cost to the employee.
2. The City shall allow each employee to purchase a fitted ballistic vest. Such vest shall have a National Institute of Justice Level II rating or higher and be approved by the Chief of Police. In such case the City will reimburse the employee the actual cost of the vest up to the amount the City is then paying for vests that the Department is issuing per this Agreement. The City shall replace such vests at intervals recommended by the manufacturer at no cost to the employee with the vests that the Department is issuing per this Agreement, or reimburse the employee the actual cost of the vest the employee wishes to purchase, up to the amount the City is then paying for vests that the Department is issuing per this Agreement.
3. Employees desiring to retain vests at the time of severance from City employment will be afforded the opportunity to do so by reimbursing the City for the residual value thereof; said residual value to be determined by dividing the purchase price by the manufacturer's recommended replacement interval, and multiplying that amount by the residual percentage of the manufacturer's recommended replacement interval for the vest. Employees are under no obligation to elect to retain vests and reimburse the City. A maximum of one-fourth (1/4) of the bargaining unit membership shall be provided vests in any given fiscal year.

ARTICLE 16

OTHER BENEFITS

Section 1. The City shall provide group insurance for each employee. The City shall also provide group life insurance in the amount of \$25,000 for each employee at no cost to the employee.

Section 2. Effective January 1, 2022, employees shall be enrolled in the City's insurance benefit plan with coverages and benefits as described in Exhibit H of this Agreement. Bi-monthly (twice each month) employee contributions for all tiers of coverage are indicated below for calendar year 2021. Employee premiums for 2022 will increase or decrease at the same rate as the overall premium for 2022, but employee premiums for 2022 shall not increase more than

10% over the 2021 premium.

	PJ1005	PJ1009	PE4337
Single Coverage	\$36.50	\$15.00	\$5.00
Single + Spouse	\$77.00	\$36.00	\$18.50
Single + Children	\$73.50	\$35.00	\$18.00
Family Coverage	\$114.00	\$53.50	\$27.00

Effective January 1, 2022, monthly employee contributions for all tiers of the City's insurance benefit plan shall change by the same percentage (increase or decrease) as the plan premium percentage change effective January 1 of that year, as determined by the City's Risk Management Division; except that no annual increase in monthly employee contributions shall exceed ten percent (10%). Changes in employee contributions shall be rounded to the nearest whole dollar. Notice of the plan premium percentage change shall be provided to the Union, and upon written request, documentation substantiating the percentage change shall be provided to the Union at the time of plan renewal.

The city and the union both agree that the failure of the city to not provide health insurance to an employee who elects to opt out shall not constitute a violation of this Agreement. Employees covered by this Agreement shall be allowed to opt out of, or elect not to participate in, the city's health insurance plan. Employees making such an election shall be required to show proof of health insurance coverage through another source to the city. Such proof of insurance must be submitted at the time the employee makes such an election. If an employee is unable to provide adequate proof of insurance, the employee shall not be removed from the city's insurance plan. An employee electing to opt out of the city's health insurance plan shall be allowed to subsequently enroll in the city's health insurance plan only through a COBRA qualifying event. Employees opting out of the city's health insurance plan and who are not enrolled in the city's health insurance plan at the time of retirement, resignation, termination or separation for any other reason shall not be eligible for city paid benefits under the city's health insurance plan and specifically waive any right to them.

The terms of the health insurance summary plan description notwithstanding, any employee covered by this Agreement whose spouse is also an employee may elect at annual plan renewal to opt out as a subscriber in favor of being covered as a dependent under the other employee's family coverage. Any such employee covered as a dependent under the spouse's family coverage may elect at annual plan renewal to resume coverage as a subscriber under the city's insurance plan and be dropped as a dependent under the spouse's coverage.

The City and the Union agree to the formation of a multi-departmental group health care committee (GHCC) comprised of representatives appointed by the city manager, and representatives appointed by each of the city's organized labor groups. Each union group will have up to four (4) representatives on the GHCC. The GHCC will not have authority to bargain changes to contract terms, but will serve as a labor-management interface to better inform employees of possible changes to the city's group health benefits considered by the city, and to better inform the city about the experiences and preferences of employees as it concerns group

health benefit programs. The City agrees to create the GHCC and convene its first meeting no later than July 1, 2022, and to bring matters that change or effect the offerings and services of group health benefit programs to the committee—both those that require amendment of employment agreements, and those that do not require approval of union groups and/or amendment of collective bargaining agreements.

The health services provided shall be in accordance with Exhibit “I” except when the patient is admitted to the hospital or where there is a medical emergency conforming to Blue Cross/Blue Shield’s serious and unavoidable emergency conditions. These conditions are:

Emergency Room \$150 Copayment (waived if admitted to the Hospital as an Inpatient immediately following emergency treatment or if visit is emergent as per the definition below).

EMERGENT MEDICAL CARE means services provided, which may have started as outpatient or diagnostic services, but are of a medical condition displaying itself through acute symptoms of sufficient severity (including severe pain) such that a prudent lay-person, who possesses an average knowledge of health and medicine, could reasonably expect that the absence of immediate medical attention could result in: i) placing the health of the individual in serious jeopardy; ii) serious impairment to bodily functions; or iii) serious dysfunction of any bodily organ or part. Examples of symptoms that may indicate the presence of an emergency medical condition include, but are not limited to, difficulty breathing, severe chest pains, convulsions or persistent severe abdominal pains.”

Section 3. Those employees who retired after January 1, 1980, or were placed on disability pension pursuant to State statute after said date, shall be entitled to belong to the employee and dependent group insurance programs provided for employees under the provisions of this agreement provided that such retired or disabled employees pay the entire premium for such insurance.

Section 4. If an insurance rebate is received for employee dependent medical insurance coverage the City will retain that portion of the rebate that is proportionate to the percentage of the employee dependent insurance premium paid by the City during the time period for which the rebate is made.

Section 5. The City will reimburse the cost of tuition and textbooks for courses directly related to an employee's job and will reimburse half the cost of tuition and textbooks for pre-approved courses indirectly related to an employee's job, up to a maximum of one thousand dollars (\$1,000.00) per year per employee. Tuition reimbursement shall be administered in accordance with current Administrative Policy F-470. Approval of courses shall not be unreasonably withheld.

Section 6. The City will deduct from the employee's wages a percentage, in an amount certified by the Union, and pay same to the Union for the purposes of funding the Union's health and welfare plan. All deductions will be made against the employee's pre-tax income and shall be done in accordance with applicable Internal Revenue Service regulations. No such deduction shall be made if all of the provisions of this section cannot be met.

Section 7. The Employee and Union both agree that the failure of the City to not provide health insurance to an employee who elects to opt out shall not constitute a violation of the collective bargaining agreement.

Employees covered under the Police contract shall be allowed to opt out of or elect not to participate in the City's health insurance plan. Employees making such election shall be required to show proof of health insurance coverage through another source to the City. Such proof of insurance must be submitted at the time the employee makes such an election. If an employee is unable to provide adequate proof of insurance the employee shall not be removed from Employer's insurance plan. An employee electing to opt out of the Employer's health insurance plan shall be allowed to subsequently enroll in the Employer's health insurance plan only upon a COBRA qualifying event.

Employees opting out of the City's health insurance plan and who are not enrolled in the City's health insurance plan at the time of retirement, resignation, termination or separation for any other reason shall not be eligible for benefits under the City's health insurance plan and specifically waive any right to them.

The terms of the health insurance summary plan description notwithstanding, any employee represented by the Collective Bargaining Agreement whose spouse is also an employee represented by the Collective Bargaining Agreement may elect at annual plan renewal to opt out as a subscriber in favor of being covered as a dependent under the other employee's family coverage. Any such employee covered as a dependent under the spouse's family coverage may elect at annual plan renewal to resume coverage as a subscriber under the City's insurance plan and be dropped as a dependent under the spouse's coverage.

Section 8. Periodically the Employer may offer an employee 'health fair' with attendance at such fair, when offered, encouraged for all on-duty employees and voluntary for off-duty personnel. Employees who attend the health fair off-duty shall be compensated at the rate of two hours at the employee's regular straight time hourly rate of pay for such attendance for the duration of the fair. Reasonable attempts will be made to accommodate an on-duty officer's desire to attend the fair.

Section 9. In the interests of retaining senior officers longer, all active and currently employed officers covered by this agreement as of September 1, 2022, who are or become eligible for a Decatur Police Pension (including service years transferred into the Decatur Police Pension from another agency), and who have first completed twenty-three (23) years of pensionable police service, by or after September 1, 2022 (including service years transferred into the Decatur Police Pension from another agency), shall during the period from September 1, 2022 through December 31, 2026, be entitled to receive, through deposit into the employee's Retirement Health Savings account, an amount equal to eighty-percent (80%) of the amount of the employee-only premium the city would have otherwise paid (or charged to the employee) had he/she continued on the city's insurance plan after termination or retirement. Contributions made to an employee's Retirement Health Savings account as provided herein shall only be earned and paid out for continued active-duty service between September 1, 2022 and December 31, 2026, and shall be paid on the employee's anniversary date at the end of the 24th and

following years. There will be no credit for, nor accumulation of, partial year credits. Employees who have not completed 24 years of pensionable service as of December 31, 2026 will not be eligible for this benefit. Annual payments to Retirement Health Savings accounts shall be earned and paid annually as provided herein. There will be no credit for, nor accumulation of, partial year credits or for payments for service prior to September 1, 2022.

ARTICLE 17

WORK RULES AND CONDITIONS

Section 1 (a). The City and the Union shall reasonably cooperate insofar as possible to assure the highest standards of safety, health and sanitation in the operation of the Police Department.

(b). The City will provide written notification to an officer of the time(s) the officer is scheduled to receive his/her hepatitis-B shots. In the event that the officer does not complete the hepatitis-B shot series because of circumstances within the control of the officer, said officer will be required to pay for any re-inoculation required for said series of inoculation.

(c). The City will provide, at no cost to the employee, flu shots for any employee who indicates a desire to have the shot.

Section 2. The City may adopt, change or modify rules not in conflict with the provisions of this memorandum for the operation of the Police Services Division and the conduct of the employees in the classified service to encourage and maintain the proper and efficient operation thereof. The Union reserves the right to grieve new or changed departmental rules, policies, or procedures that affect the working conditions of employees.

Section 3. In the absence of evidence of extenuating circumstances immediately upon discovering that an employee in the classified service is unable to report for duty, and not less than a reasonable interval before the scheduled duty time, such employee's supervisor shall be notified of the absence from duty of such employee. This provision shall not be interpreted as condoning repeated absence from duty and evidence of justifiable cause for any absence may be required to be furnished by the employee. In the absence of evidence of extenuating circumstances an employee whose supervisor is not so notified within two duty days from the day on which the employee was first scheduled to report shall be considered to have resigned from the classified service.

Section 4. All employees in the classified service shall report to duty on time and shall faithfully and efficiently perform the requirement of their duties, shall not depart there from until the termination thereof and shall otherwise conduct themselves in a manner as to be a credit to the public service and to increase and promote the dignity of such service and the respect of the public for the same.

Section 5. Disciplinary matters and matters of discharge or removal in or from the classified service shall be governed by the State Civil Service Laws for Cities and the ordinances of the City and the rules of the Civil Service Commission adopted pursuant thereto and pursuant to other applicable State Law.

Section 6. The Police Chief, a Deputy Chief, or a Lieutenant may at any time order any employee assigned to duty as an evidence officer, a street crimes unit member, or an emergency response team member to submit a blood, urine, or hair sample to a testing laboratory for analysis to determine the presence of any drug or other substance the possession or use of which is regulated or prohibited by state law including cannabis. The Chief of Police shall also have the right to order random tests for the presence of such drugs, cannabis, or other substances for all employees. A blood, urine, or hair test for regulated or prohibited drugs or other substances, whether ordered under the provisions of this section or for reasonable suspicion, shall be conducted pursuant to the provisions of Exhibit F of this Memorandum of Understanding. Unlawful use of any such drug or other substance, and including the lawful use of cannabis, shall be cause for dismissal.

Section 7 (a). For purposes of this agreement, but not including reduction in personnel, seniority shall be defined as an employee's length of service in the classified police service from his most recent date of hire. Seniority shall be lost if the employee: (a) resigns; (b) retires; (c) is terminated; (d) is furloughed for more than two years.

(b). For purposes of shift assignment, seniority for sergeants shall be defined as length of service in the classified sergeants' rank, calculated from his most recent date of promotion.

(c). There shall be no bumping of employees from their properly assigned shift.

(d). Vacancies on any shift shall be posted, as soon as practicable after the vacancy occurs. Employees desiring to fill said vacancy would be required to submit notice of their desire to fill the vacancy. The employee, authorized to occupy said position, with the highest seniority submitting such notice to fill the vacancy shall be assigned to fill the vacancy.

(e). New sworn personnel shall serve a probationary period consisting of eighteen (18) months of active service, starting from their date of hire. The probationary period may be extended at the discretion of the Chief of Police if during the probationary period, the probationary employee is unavailable for their regular duty for more than two weeks due to illness, disability, or approved leave of absence (excluding the use of accrued time, i.e. holidays, vacation, comp time). The Chief of Police may also extend the probationary period if the probationary employee agrees to the extension. This section is subject to approval by the Civil Service Commission.

Section 8. For the purpose of maintaining communications between labor and management and in order to cooperatively discuss and solve problems of mutual concern, a Labor/Management Committee is hereby established, composed of representatives of management and labor, to meet to examine, discuss and solve mutual problems not covered by the labor

agreement. The number and composition of representatives, frequency of meetings, and topics of discussion are subject to the particular needs and issues to be addressed.

The Labor/Management Committee is recognized as a forum to meet in a non-adversarial role to discuss issues and work out problems that are of mutual concern by providing a forum for communication outside the bargaining process.

A Labor/Management Committee will be created to discuss Voluntary Employee Benefit Plans.

Section 9. The union and the city acknowledge that certain support and assistance tasks may be assigned to sworn peace officers, while other support and assistance tasks may be assigned to non-sworn employees based on the city's security needs, citizen responsiveness requirements, and departmental efficiency.

The city agrees that the recruitment and retention of non-sworn support and assistance personnel will not result in the layoff or termination of any member of the union covered by this agreement.

The city agrees that any employee covered by this agreement and assigned to or regularly performing the duties of a specialized position or assignment as of September 1, 2022, who would be adversely affected by the assignment of a non-sworn employee to their position, will not be displaced from their current specialized position or assignment as a result of the implementation of this program.

The city further agrees to meet and confer with employee representatives of the union serving on the Police Department Labor-Management Committee in advance whenever a new support and assistance position is created, for purposes of evaluating and discussing whether the responsibilities of the proposed new position and job title are best performed by a sworn officer or a non-sworn employee. The City shall have the unilateral authority to determine whether to create a new support and assistance position.

Finally, the city agrees that tasks assigned to Illinois peace officers by State Law or local ordinance will be performed only by sworn members of the union covered by this agreement.

ARTICLE 18

DEATH BENEFITS

Section 1. The City agrees to defray all funeral and burial expenses of any employee of the Police Department killed in the line of duty up to a maximum of Ten Thousand Dollars (\$10,000.00). In addition, the City shall pay to the widow, heirs or estate of such deceased employee pay due said employee as the result of unpaid duty time, holiday time, sick time, and vacation time.

ARTICLE 19

BULLETIN BOARD

Section 1. The City agrees to furnish and maintain a bulletin board to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin board.

ARTICLE 20

GRIEVANCES

Section 1. A grievance is hereby defined as an actual dispute between the City and the Union or an employee covered by this Agreement concerning only the application, meaning or interpretation of the express terms of this agreement as they affect the members of the union or said employee.

Section 2 (a). Disciplinary reprimands and suspensions of three (3) days or less duration, may be grieved pursuant to the provisions hereof, but such reprimands or suspensions may not be referred to arbitration as provided in Section 7 hereof; as to such reprimands or suspensions the decision of the City Manager is final. All other disciplinary actions are subject to the provisions of this Article, as modified by this Section.

(b). Suspension in excess of three (3) days, multiple suspensions totaling more than four (4) days within an annual period of May 1 to the following April 30, and discharges, may be grieved pursuant to the provisions hereof, including binding arbitration, and in lieu of any proceedings otherwise available before the Civil Service Commission. In such cases, it shall be unnecessary to file said grievance pursuant to Sections 3 through 6 hereof, the notice to the City Manager's Office provided for herein being sufficient to give the arbitrator jurisdiction of the matter, and said time limits herein provided being the only such limits regarding notice of intent to arbitrate required to be met by such employee, any provisions of Section 8 to the contrary notwithstanding. In order to exercise the option provided for hereunder to refer a matter to an arbitrator rather than the Civil Service Commission, or to have an arbitrator adjudicate a suspension not within the jurisdiction of the Civil Service Commission, an employee must file with the City Manager's Office, in writing, a notice that such employee wishes such suspension or discharge to be referred to arbitration, which arbitration shall be conducted pursuant to the provisions of this Chapter except where expressly modified by the provisions hereof. Such a notice must be filed not later than the end of the fifth business day following the notice to the employee of the discipline to be imposed. Failure to file such a notice within the time limits provided herein shall constitute a waiver of the right of such employee to have said matter arbitrated, and any disciplinary proceedings initiated following such failure to file such notice, if any are required, shall be pursuant to the Civil Service law as provided in Section 3 of Article 11 hereof. A decision by either the Civil Service Commission or an arbitrator shall preclude consideration of the same matter by the other.

(c). The filing of a grievance or a notice of intent to arbitrate under the provisions of this Article precludes the employee from any other review, appeal or hearing otherwise available or required by law, unless expressly permitted herein.

Section 3. No arbitration order or award entered under the provisions hereof may limit or interfere in any way with the powers, duties and responsibilities vested in the City Council under applicable State law.

Section 4. The union or any employee covered by this agreement may submit a grievance in writing to a Lieutenant except that all grievances of suspensions or discharge may be grieved directly to the Police Chief. The grievance shall state in simple and concise terms the nature of the dispute and shall specify the portion of the agreement which the union or the employee feels is being violated. Such grievance must be submitted on a grievance form mutually agreed to by the parties. The Lieutenant shall respond in writing within five (5) business days with his decision. A "business day" for the purposes of this article shall be any day on which the City's administrative offices are open and conducting business.

Section 5. If the union is not satisfied with the Lieutenant's response the written grievance may be referred to a Deputy Chief within five (5) business days after the Lieutenant's decision. The Deputy Chief shall meet with one representative of the union within five (5) business days after receiving the grievance. The Deputy Chief shall respond in writing within five (5) business days with his decision.

Section 6. If the union is not satisfied with the Deputy Chief's response, the written grievance may be referred to the Police Chief within five (5) business days after the Deputy Chief's decision. The Police Chief shall meet with two representatives within five (5) business days after receiving the grievance. The Police Chief shall respond in writing within five (5) business days with a decision.

Section 7. If the union is not satisfied with the Police Chiefs response the written grievance may be referred to the City Manager within five (5) business days after the Police Chiefs decision. The City Manager shall meet with two representatives within fifteen (15) business days after receiving the grievance. The City Manager shall respond in writing within five (5) business days with his decision.

Section 8. If the union is not satisfied with the City Manager's response, the written grievance may be referred to arbitration by so notifying the City Manager's Office in writing within ten (10) business days after the City Manager's decision. The City and the Union shall attempt to agree upon an arbitrator, but if they are unable to do so within ten (10) business days of the written notice to arbitrate, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators from the American Arbitration Association. Both the City and the Union shall have the right to strike two names from the panel with the party striking first to be determined by a coin toss. The remaining person shall be the arbitrator who shall be notified of his selection by a joint letter from both parties, requesting that a date and time for the hearing be established subject to the reasonable availability of the parties. All hearings shall take place in the City of Decatur, Illinois, unless otherwise mutually agreed.

Section 9. The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the provisions of this agreement. He shall only consider and make a decision with respect to the specific issue submitted to him in writing, and shall have no authority to make a decision as to any other issue not so submitted to him or as to any issue not expressly covered by the terms of this agreement. In the event that the arbitrator finds a violation of the terms of this agreement, he shall fashion an appropriate remedy within the limits provided herein. The arbitrator shall have no power to make a decision that is contrary to the laws of the State of Illinois or the United States. The arbitrator shall submit his written decision to the parties within thirty (30) business days of the close of the hearings or the submission of briefs, whichever is later, unless the parties agree to an extension. A decision rendered consistent with the terms hereof shall be final and binding and may be enforced at the instance of either party in the Circuit Court of Macon County. The pendency of any proceedings in the Circuit Court for review of the arbitrator's decision as allowed by law shall not automatically stay the order, of the arbitrator.

Section 10. The costs of any arbitration shall be borne equally by the City and the Union, including the cost of providing the arbitrator a transcript of the hearings. All proceedings shall be transcribed unless mutually agreed to the contrary. Each party shall be responsible for compensating its own representatives and witnesses.

Section 11. No grievance shall be entered or processed unless submitted within thirty (30) calendar days of the date that the employee knew or should have known of the event giving rise to a grievance. Any award to an aggrieved employee for a violation of the terms of this agreement shall be limited to consideration of only the said thirty (30) calendar days immediately preceding the filing of the grievance plus any period thereafter during which such practice continued. If a grievance is not appealed by the union or the employee to the next step in the procedure set out herein within the time limits set forth or as mutually extended in writing, it shall be deemed waived and settled on the basis of the City's last response.

Section 12. The affected employee shall have the right to be present at any of the hearings provided for herein if such employee so chooses.

Section 13. If the union notifies the City Manager's Office that it is referring the grievance to arbitration as provided herein, the Union must, within 45 business days of the date said notice is received by the City Manager's Office, tender to the City a request executed by the Union, and to be executed by the City, addressed to the Federal Mediation and Conciliation Service asking for a panel of arbitrators. Upon the receipt of said panel, the Union must timely notify the City in writing of its ability and willingness to meet with or otherwise confer with the City for the purpose of selecting the arbitrator -said notice must indicate that the Union is prepared to so select the arbitrator within the three weeks immediately following the receipt of said panel. If such executed requests or notices to meet or confer are not provided to the City within the limits established herein, no arbitrator shall have authority or jurisdiction to decide the matter and the same will be deemed settled on the basis of the City's last response. The limits established herein may be extended by mutual agreement, in writing, of the parties.

Section 14. For all disciplinary actions, the Chief of Police will notify the union of the discipline imposed by providing copies of the disciplinary action letters to the union president. In those cases where the union files a written request, the Chief will make available to the union a copy of the disciplinary action file in a timely manner after the discipline is imposed, so as to permit for the filing of a grievance per section 4 of this article, should the union so choose.

ARTICLE 21

CITY AUTHORITY

Section 1. Nothing in this Agreement shall be construed as delegating to others the authority vested by law in the corporate authority of the City and its duly elected or appointed officers or in any way abridging or reducing such authority or infringing upon the responsibilities thereof to the people of the City.

Section 2. Unless otherwise limited by this Agreement, the City retains all management rights and powers granted it by law. Said rights and powers are subject to the terms and conditions of this Agreement and are by way of example but are not limited to the following: the right to establish, discontinue or modify those terms and conditions of employment not controlled by this Agreement; the right to operate and manage all manpower, facilities and equipment, the right to establish functions and programs; the right to set and amend budgets; the right to determine the utilization of technology; the right to establish and modify the organizational structure, the right to select, direct and determine the number of personnel and the right to establish work schedules.

ARTICLE 22

NONDISCRIMINATION

Section 1. During the term of this Agreement neither the City nor the Union shall discriminate with regard to the rights, privileges, power, authority, duty or responsibility of either as to any person with regard to age, sex, marital status, race, color, creed, national origin, political affiliation or with regard to whether any such person is or is not affiliated with the Union.

Section 2. The parties agree that their respective rights and authority shall not be exercised as to violate any provision of this Agreement.

ARTICLE 23

SAVINGS CLAUSE

Section 1. Should any article, section or portion thereof of this Agreement be held unlawful, or unenforceable, by any Court of competent jurisdiction, such decision of the court shall apply only to that specific article, section or portion thereof and insofar as may be possible shall not affect the provisions otherwise appearing herein. The City and the Union agree to renegotiate any such article, section or portion as soon as practicable.

Section 2. This Agreement is the entire agreement between the parties terminating all prior agreements, arrangements and practices expressly covered by the provisions hereof.

Section 3. The masculine gender as used in this Agreement shall be deemed to include the feminine gender, unless in the context of the provision(s) concerned, the feminine gender is clearly inappropriate.

Section 4. This Agreement may be amended or modified during its term only with mutual written consent of both parties.

ARTICLE 24

ENTIRE AGREEMENT

This Memorandum constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Memorandum supersedes and cancels all prior written collective bargaining agreements.

The parties acknowledge that during the negotiations which resulted in this Memorandum, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Memorandum. Therefore, the City and the Union, for the duration of this Memorandum, each voluntarily and unqualifiedly waives that right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter, whether or not referred to or covered in this Memorandum or with respect to the effects upon employees of the City's exercise of its rights under the Memorandum, even though such subjects or matters or effects may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Memorandum.

ARTICLE 25

TERM OF AGREEMENT

Section 1. This Agreement shall be effective January 1, 2020, and shall remain in full force and effect until December 31, 2024. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing of its desire to amend the agreement on or before October 1, 2024 or on or before October 1st of any subsequent year. If either party submits such written notice the parties' designated representatives shall commence negotiations not later than November 30, 2024 or November 30 of any subsequent year. Notwithstanding the expiration date set forth above, this entire agreement shall remain in full force and effect during the period of negotiations and until a successor agreement is ratified by both parties.

CITY MANAGER
For the City of Decatur, Illinois

PRESIDENT
Decatur Police Benevolent and Protective
Association Labor Committee

DATED this __ day of _____, 2022

DATED this __ day of _____, 2022

ATTEST:

CITY CLERK
City of Decatur, Illinois

EXHIBIT A

POLICE WAGES AS OF JANUARY 1, 2020

		increase =	2.25%			
STEP		HOURLY	WEEKLY	BI-WEEKLY	ANNUALLY	
Patrol Officer						
Start	1		\$29.34086	\$1,173.63	\$2,347.27	\$61,028.99
Six Months	2		\$30.07815	\$1,203.13	\$2,406.25	\$62,562.54
One Year	3		\$30.80675	\$1,232.27	\$2,464.54	\$64,078.04
Two Years	4		\$32.97939	\$1,319.18	\$2,638.35	\$68,597.13
Three Years	5		\$34.62806	\$1,385.12	\$2,770.24	\$72,026.36
Four Years	6		\$37.06175	\$1,482.47	\$2,964.94	\$77,088.44
Seven Years	7		\$38.54421	\$1,541.77	\$3,083.54	\$80,171.96
Sergeant						
Start	1		\$44.19718	\$1,767.89	\$3,535.77	\$91,930.14
Six Months	2		\$47.30389	\$1,892.16	\$3,784.31	\$98,392.08

EXHIBIT B

POLICE WAGES AS OF JANUARY 1, 2021

		increase =	2.25%			
STEP		HOURLY	WEEKLY	BI-WEEKLY	ANNUALLY	
Patrol Officer						
Start	1	\$30.00	103	\$1,200.04	\$2,400.08	\$62,402.15
Six Months	2	\$30.75	490	\$1,230.20	\$2,460.39	\$63,970.20
One Year	3	\$31.49	990	\$1,260.00	\$2,519.99	\$65,519.79
Two Years	4	\$33.72	142	\$1,348.86	\$2,697.71	\$70,140.56
Three Years	5	\$35.40	719	\$1,416.29	\$2,832.58	\$73,646.95
Four Years	6	\$37.89	564	\$1,515.83	\$3,031.65	\$78,822.93
Seven Years	7	\$39.41	146	\$1,576.46	\$3,152.92	\$81,975.83
Sergeant						
Start	1	\$45.19	162	\$1,807.66	\$3,615.33	\$93,998.57
Six Months	2	\$48.36	822	\$1,934.73	\$3,869.46	\$100,605.91

EXHIBIT C

POLICE WAGES AS OF JANUARY 1, 2022

		increase =	2.25%			
STEP		HOURLY	WEEKLY	BI-WEEKLY	ANNUALLY	
Patrol Officer						
Start	1		\$30.67606	\$1,227.04	\$2,454.08	\$63,806.19
Six Months	2		\$31.44689	\$1,257.88	\$2,515.75	\$65,409.53
One Year	3		\$32.20865	\$1,288.35	\$2,576.69	\$66,993.99
Two Years	4		\$34.48016	\$1,379.21	\$2,758.41	\$71,718.72
Three Years	5		\$36.20385	\$1,448.15	\$2,896.31	\$75,304.01
Four Years	6		\$38.74829	\$1,549.93	\$3,099.86	\$80,596.45

Seven Years	7	\$40.29821	\$1,611.93	\$3,223.86	\$83,820.28
Sergeant					
Start	1	\$46.20843	\$1,848.34	\$3,696.67	\$96,113.54
Six Months	2	\$49.45651	\$1,978.26	\$3,956.52	\$102,869.54

EXHIBIT E

EXPEDITED ARBITRATION RULES

- A. Cases subject to the expedited procedure will be heard in chronological order according to the date filed. Exceptions will be made only in order to facilitate the use of non-employee witnesses.
- B. Cases currently scheduled for arbitration may be subject to this expedited procedure, subject to agreement of the parties.
- C. Four Arbitrators constituting an "expedited" panel will be selected by the parties. The "expedited" panel will be reviewed every six months, at which time substitutions may be made. In making substitutions, an Arbitrator may be removed at the request of either party, but any substitute must be agreed upon.
- D. In scheduling hearings, the Arbitrator on the panel will be required to schedule a block of two or three consecutive hearing days.
- E. Arbitrators will receive all grievance documents and relevant documents from the Professional Standards file at least one week prior to the hearing, at the discretion of the Arbitrator.
- F. Arbitrators will be permitted to issue subpoenas in accordance with applicable law. Subpoenas shall not be used for purposes of delay.
- G. The hearings shall be informal. The Arbitrator shall assist the parties in ensuring that there is a complete record.
- H. The Arbitrator may require witnesses to testify under oath.
- I. There shall be a stenographic record of the proceedings.
- J. The rules of evidence normally followed in arbitration proceedings shall apply. The Arbitrator shall be the sole judge of the relevance and materiality of the evidence offered.
- K. The parties may argue orally on the record and may present relevant authorities to the Arbitrator at the hearing.

- L. The Arbitrator will issue a decision no later than thirty (30) days after the submittal of post-hearing briefs, or sixty (60) days after the completion of the last day of the scheduled hearing if no briefs are to be filed. His/her decision shall be based upon the record developed by the parties before and at the hearing, and shall include a written explanation of the basis for his/her conclusion and shall include reference to the evidence considered and the role that evidence played in reaching his/her decision.

EXHIBIT F

DRUG TESTING TERMS AND CONDITIONS

Section 1. Only laboratories that are agreed to by the Union and the City and that meet the Substance Abuse and Mental Health Services Administration (SAMHSA) standards shall be used to conduct tests, except for tests given by a breathalyzer operator duly certified by the Illinois Department of Public Health. The labs must use tamperproof containers, have a chain-of-custody procedure, maintain confidentiality, and preserve specimens for a minimum of six (6) months. The labs must be willing to demonstrate their sample handling procedures to the Union at any time. The labs shall participate in a program of "blind" proficiency testing where they analyze unknown samples sent by an independent party. The labs shall make such results available to the Union upon request. All testing of blood samples shall be by chemical analysis of the blood or blood serum by gas chromatography/mass spectrometry (GC/MS). At the time a blood or urine specimen is taken, the employee shall be given a copy of the specimen collection procedures, the specimens must be immediately sealed, labeled and initialed by the employee to insure that the specimens tested by the laboratory are those of the employee. The required procedures are as follows:

The specimen shall be taken promptly with as little delay as possible. Immediately after the specimens are taken, the individual specimen container shall, in the presence of the employee and a Union representative if requested by the employee, be labeled and then initialed by the employee. The employee has an obligation to identify each specimen and initial same. The specimens shall be placed in the transportation container after being taken. Then the container shall be sealed in the employee's presence and in the presence of the Union representative if so requested by the employee and the employee given an opportunity to initial or sign the container. The container shall be sent to the designated testing laboratory on that day or the soonest normal business day by courier or the fastest other method available.

Section 2. In the event the test results show the presence of alcohol, presumptions shall apply in accord with the following chart.

Elapsed Time Since Employee Has Begun His Workday to Time Test Was Given	Considered Unimpaired	No Presumption	Presumed to Have Been Impaired
0 Hours – 1 Hour	.05 or less	.05 but not .08	.08 or more
1 Hour – 2 Hours	.04 or less	.04 but not .07	.07 or more
2 Hours – 3 Hours	.03 or less	.03 but not .06	.06 or more

3 Hours – 4 Hours	.02 or less	.02 but not .05	.05 or more
4 Hours – 5 Hours	.01 or less	.01 but not .04	.04 or more
5 Hours – 6 Hours	.00 or less	.00 but not .03	.03 or more
6 Hours – 7 Hours	.00 or less	.00 but not .02	.02 or more
7 Hours - 8 Hours	.00 or less	.00 but not .01	.01 or more

Percent by weight of alcohol in the blood shall be based upon grams of alcohol per 100 cubic centimeters of blood.

The presumptions of the foregoing shall not be construed as limiting the introduction of any other evidence bearing upon the question of controlled substances. Nor do said presumptions in any way limit the right of the City to discipline any employee for the refusal of said employee to comply with the provisions hereof.

An officer who tests positive for the presence of illegal drugs and/or cannabis shall be subject to discharge. Officers ordered to submit to alcohol and/or drug testing shall promptly comply with the order. The testing procedure for the presence of drugs or alcohol shall conform to DHHS SAMHSA guidelines, and the cost of initial and confirmatory testing shall be borne by the City.

A sufficient specimen of the same bodily fluid or material shall be collected to permit for an initial screening, a confirmatory test, and a sufficient amount to be set aside and reserved for later testing by the employee at his/her own expense. In case of urine testing, it shall be a split sample.

Testing shall be conducted according to SAMHSA requirements in effect on the date the specimen is collected. Only confirmed positive results shall be reported to the City through its medical review officer.

Concentration of a drug at or above levels established by SAMHSA and in effect on the date the specimen is collected shall be considered an initial positive test result when using the initial immunoassay drug screening test. At the present time, those levels are:

INITIAL TEST

Initial test analyte	Initial test cutoff concentration
Marijuana metabolites	50 ng/mL
Cocaine metabolite (Benzoylecgonine)	150 ng/mL
Codeine/Morphine	2,000 ng/mL
Hydrocodone/Hydromorphone	300 ng/mL
Oxycodone/Oxymorphone	100 ng/mL
6-Acetylmorphine	10 ng/mL
Phencyclidine	25 ng/mL
Amphetamine/Methamphetamine	500 ng/mL
Methylenedioxymethamphetamine (MDMA)	500 ng/mL

Methylenedioxyamphetamine (MDA)	500 ng/mL
Steroid Metabolites	
Nandrolone	2 ng/mL
Testosterone to Epitestosterone Ratio (T/E)	>6

Concentration of a drug at or above levels established by SAMHSA and in effect on the date the specimen is collected for confirmatory tests shall be considered a positive test result when performing a confirmatory Gas Chromatography/Mass Spectrophotometry test on a urine specimen that tested positive using a different initial screening method:

CONFIRMATORY TEST

Confirmatory test analyte	Confirmatory test cutoff concentration
THCA	15 ng/mL
Benzoylcegonine	100 ng/mL
Codeine	2,000 ng/mL
Morphine	2,000 ng/mL
Hydrocodone	100 ng/mL
Hydromorphone	100 ng/mL
Oxycodone	100 ng/mL
Oxymorphone	100 ng/mL
6-Acetylmorphine	10 ng/mL
Phencyclidine	25 ng/mL
Amphetamine	250 ng/mL
Methamphetamine	250 ng/mL
Methylenedioxymethamphetamine (MDMA)	250 ng/mL
Methylenedioxyamphetamine (MDA)	250 ng/mL
Steroid Metabolites	
Nandrolone	2 ng/mL
Testosterone to Epitestosterone Ratio (T/E)	>6

Section 3. If the test results establish that the employee is considered to have been unimpaired (alcohol) or negative for the presence of illegal drugs or cannabis, the employee shall be compensated for all time lost from work as a result of the order to take the test; in addition, the employee shall be compensated at the rate of the employee's straight time hourly rate for all hours in excess of their scheduled work day that the employee is involved in activities as a result of the order to take the test.

The City shall notify a Union Executive Board member that the employee has been subjected to testing within sixty (60) hours after the employee has submitted to the test. The City shall make available to the employee a copy of the written report from the laboratory within twenty-four (24) hours after the report is received by management. Reports of a positive test shall, at a minimum, state 1) the type of tests conducted, 2) the results of the tests, 3) the sensitivity (cut-off point) of the methodology employed, and 4) any available information concerning the margin of accuracy and precision of the quantitative data reported for the test(s). All reports shall be reviewed by a toxicologist or a physician prior to release and only confirmed

results shall be reported to the City. However, in the case of a negative test, the report shall specify only that the test was negative for the particular substance.

At the time of submitting to the testing, an employee shall have the right to request that specimen be preserved for a period of not less than 6 months, except for breathalyzer tests as authorized by the provisions of exhibit D. The City agrees to make arrangements with the medical facility which is performing the testing, to allow for the preservation of the samples as requested.

Section 4. If the test results show the presence of alcohol, cannabis, or any controlled substances the Union shall have the right to request the preserved samples to be sent for testing to a laboratory and chosen from a list of laboratories agreed to by the parties and which meet the SAMHSA Standards. The cost shall be borne by the employee requesting such testing. If the retest results are negative, the cost of such retest shall be paid by the City, and the employee's records cleared.

Section 5. For random drug tests, the following additional conditions shall apply:

(a) The City will contract with an independent third party to provide random selection services through use of a computerized random number generator program. The City shall specify the percentage of represented positions (which shall be at least 25%) that are to be tested annually, the dates and the number of dates on which the body substance specimens are to be collected. The random number generator will then select the individuals to be tested on each date. Dates may be modified by the Chief of Police in the circumstance of a major case or major event pre-empting testing. Under such circumstances, a new list of employees to be tested shall be generated.

(b) To maintain the security of the selection system, the contractor shall deal exclusively with the Deputy Chief of Police for Administrative Operations or his/her designee for purposes of notifying the City of individuals selected for testing, verifying and updating the pool and supplemental selection of individuals, if necessary.

(c) The Deputy Chief of Police for Administrative Operations or his/her designee shall timely notify the Union President of testing dates, or such other Union representative as has been previously designated in writing by the President. In the absence of the President or designated alternate, the department shall attempt to notify the officers of the Union in descending order of their office. It shall be the obligation of the Union representative to promptly come to the office of the Deputy Chief to participate in the verification of the random drug test pool roster, and verification of the selection of officers to be tested.

(d) On the testing date and upon the arrival of the Union representative, the Deputy Chief of Police for Administrative Operations or his/her designee shall notify the selection contractor to electronically forward the existing random drug test pool roster and the contractor shall sign the roster submitted. Upon receipt of the roster from the selection contractor, the Deputy Chief of Police for Administrative Operations or his/her designee in the presence of the Union representative shall update and verify the roster. The Deputy Chief of Police for Administrative Operations or his/her designee and the Union representative shall both sign off on the roster and

return it to the selection contractor by electronic transmission. The contractor will promptly do the random selection and return the list to the Deputy Chief of Police for Administrative Operations or his/her designee having signed off on it. The Deputy Chief of Police for Administrative Operations or his/her designee and the Union representative will then check the selection list against the updated roster to insure that all of the names selected are on the roster. Within one week after the testing date, the department shall deliver to the Union signed copies of the initial roster submitted by the contractor, the updated roster returned by the department, and the selection list sent by the contractor. All copies of rosters, lists and other related records shall be maintained in secure storage by both parties, allowing access only on a strict need-to know basis.

(e) The Deputy Chief of Police for Administrative Operations or his/her designee will then sort the selection list by unit and shift for notification of the officers to be tested. After the start of the shift on which the testing is to begin, the Deputy Chief of Police for Administrative Operations or his/her designee shall deliver the respective lists of names in sealed envelopes to the shift lieutenant of the officers to be tested. It shall be the responsibility of the shift lieutenant to ensure that all of the officers to be tested in his/her command report to the collection site as promptly as practical, but in any event before they secure from the shift.

(f) Any officer selected who is on authorized time off which was applied for and approved prior to the date of the test shall be required to report to the collection site on his/her first day back from preapproved leave. Any officer who requests leave of any type on the testing date shall be required to report to the collection site on the shift he would otherwise have been required to report unless he is excused by the Chief of Police for good cause shown. Any officer so excused shall be required to report to the collection site on his first day back to work.

(g) When an officer is selected in the random process, he/she shall promptly report to the appropriate collection site upon the direction of his/her commanding officer or supervisor. He/she shall provide specimens of urine sufficient to allow for "split sample" collection and processing of the specimens.

(h) The City will direct the laboratory to provide to the Union, upon its request, copies of the quarterly statistical summary which shows the number and types of tests performed and the number of tests showing positive or negative.

EXHIBIT H
HEALTH INSURANCE PLAN HIGHLIGHTS EFFECTIVE 01/01/2021

HEALTH INSURANCE PLAN HIGHLIGHTS—EFFECTIVE 1/1/2021

MAJOR PLAN ELEMENTS	Plan PJ1005	Plan PJ1009	PE4437
Deductible:			
Single (In network)	\$250 per individual	\$750 per individual	\$1,500 per individual
Family (In network)	\$750 per family	\$2,250 per family	\$2,800 per family
Max Out-of-Pocket Limit:			
Single (In network)	\$2,000 per individual	\$3,000 per individual	\$3,000 per individual
Family (In network)	\$4,000 per family	\$6,000 per family	\$7,150 per family
HSA eligible	No	No	Yes
PREMIUM CONTRIBUTIONS Bimonthly deduction			
SINGLE Coverage	\$36.50	\$15.00	\$5.00
EMP + SPOUSE Coverage	\$77.00	\$36.00	\$18.50
EMP + CHILDREN Coverage	\$73.50	\$35.00	\$18.00
FAMILY Coverage	\$114.00	\$53.50	\$27.00
COVERAGE FOR ALL PLANS	IN NETWORK		
Hospital benefit Inpatient/Outpatient	80% after deductible	80% after deductible	80% after deductible
Physician Services		\$20 copay	
In Network	80% after deductible	Deductible does not apply	80% after deductible
Emergency Care	\$150 copay for non-emergency	\$150 copay for non-emergency	80% after deductible
Preventive Care:	100%	100%	100%
Evidence-based items / services rated A or B as recommended by U.S. Preventive Services Task Force	deductible does not apply	deductible does not apply	deductible does not apply
Prescription Medicines (retail)	\$10 Generic, \$20 Formulary, \$50 Non-Formulary, \$50 Specialty	\$10 Generic, \$20 Formulary, \$50 Non-Formulary, \$50 Specialty	80% after deductible
Prescription Medicines: Out-of-pocket expense limit	Individual - \$1,000 Family - \$3,000	Individual - \$1,000 Family - \$3,000	Included w/ Medical
Private duty nursing	80% after deductible 60 visits per calendar year	80% after deductible 60 visits per calendar year	80% after deductible 60 visits per calendar year
Physical/Occupational/Speech therapy	80% after deductible 60 combined visits per calendar year	80% after deductible 60 combined visits per calendar year	80% after deductible 60 combined visits per calendar year
Chiropractor	25 visits per calendar year	25 visits per calendar year	25 visits per calendar year
Precertification	Failure to pre-certify may result in a reduction in benefits when receiving inpatient services		

NOTE: The above chart represents only a summary of plan benefits and related information, and is provided for illustrative purposes only. It is not intended as a substitute for the plan document. For detailed information on plan benefits, conditions, limitations, and exclusions, please refer to the plan document.

** For OUT OF NETWORK coverage, please refer to the Summary of Benefits and Coverage documents. **

EXHIBIT I
POLICE WAGES AS OF JANUARY 1, 2023

increase = 3.25%

	<u>STEP</u>	<u>HOURLY</u>	<u>WEEKLY</u>	<u>BI-WEEKLY</u>	<u>ANNUALLY</u>
<u>Patrol Officer</u>					
Start	1	\$31.67303	\$1,266.92	\$2,533.84	\$65,879.90
Six Months	2	\$32.46891	\$1,298.76	\$2,597.51	\$67,535.34
One Year	3	\$33.25543	\$1,330.22	\$2,660.43	\$69,171.29
Two Years	4	\$35.60076	\$1,424.03	\$2,848.06	\$74,049.58
Three Years	5	\$37.38047	\$1,495.22	\$2,990.44	\$77,751.39
Four Years	6	\$40.00761	\$1,600.30	\$3,200.61	\$83,215.83
Seven Years	7	\$41.60791	\$1,664.32	\$3,328.63	\$86,544.44
<u>Sergeant</u>					
Start	1	\$47.71021	\$1,908.41	\$3,816.82	\$99,237.23
Six Months	2	\$51.06385	\$2,042.55	\$4,085.11	\$106,212.80

EXHIBIT J
POLICE WAGES AS OF JANUARY 1, 2024

increase = 3.00%

	<u>STEP</u>	<u>HOURLY</u>	<u>WEEKLY</u>	<u>BI-WEEKLY</u>	<u>ANNUALLY</u>
<u>Patrol Officer</u>					
Start	1	\$32.62322	\$1,304.93	\$2,609.86	\$67,856.29
Six Months	2	\$33.44298	\$1,337.72	\$2,675.44	\$69,561.40
One Year	3	\$34.25309	\$1,370.12	\$2,740.25	\$71,246.43
Two Years	4	\$36.66878	\$1,466.75	\$2,933.50	\$76,271.07
Three Years	5	\$38.50189	\$1,540.08	\$3,080.15	\$80,083.93
Four Years	6	\$41.20784	\$1,648.31	\$3,296.63	\$85,712.30
Seven Years	7	\$42.85614	\$1,714.25	\$3,428.49	\$89,140.78
<u>Sergeant</u>					
Start	1	\$49.14151	\$1,965.66	\$3,931.32	\$102,214.35
Six Months	2	\$52.59576	\$2,103.83	\$4,207.66	\$109,399.18

MEMORANDUM OF UNDERSTANDING

SUPPLEMENTAL AGREEMENT

This Supplemental Agreement has been made and entered into by and between the City of Decatur, Illinois (hereinafter referred to as the "City"), and the Decatur Police Benevolent and Protective Association Labor Committee (hereinafter referred to as the "Union").

Upon the express condition that the language for the following clause of the Collective Bargaining Agreement, as amended herein, is approved by the United States Internal Revenue Service (IRS), for the Union's Retirement Health Savings (RHS) plan, the clause, as amended, will go into effect at such time as approval is received by the City and the Union from the IRS. The clause will have no force and effect until such time as the above condition has been fully met.

ARTICLE 5

HOURS OF DUTY AND OVERTIME

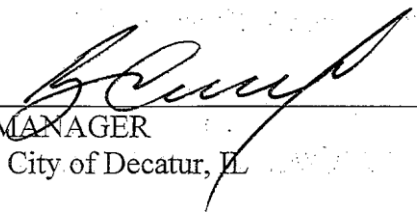
Section 7. Authorized overtime served by employees in the classified police service shall be paid subject to the following conditions and exceptions:

(h). Officers required to work overtime may elect to receive compensatory leave time in lieu of pay at the rate of one and one-half (1 ½) hours leave for each hour of overtime worked. The election to take compensatory leave time shall be given to the officers shift commander in writing prior to the end of the pay period in which said overtime was worked. Such leave shall be taken at the convenience of the employee and the Department in the same manner that holiday time is taken and shall be taken during the annual period of May 1 to the following April 30 in which it was accrued. If such leave is not taken during said annual period, any and all such time remaining on the books upon the commencement of the last pay period in said annual period shall be purchased by the Employer at the employee's then current rate of pay and the monies deposited by the Employer into the employee's Retirement Health Savings (RHS) account. Upon the commencement of the last pay period in each said annual period such accrued time shall not be available to the employee for cash or time off. Overtime worked during the last pay period of said annual period and thereafter shall be compensated by pay or compensatory leave during the succeeding annual period of May 1 to the following April 30. All compensatory time accrued in excess of eighty (80) hours during the period of May 1 to the following April 30 shall be purchased by the Employer at the employee's then current rate of pay and the monies deposited by the Employer into the employee's RHS account. Such purchase of excess compensatory time shall be made at the end of each regular pay period so that the affected officer begins the following pay period with a balance of no more than eighty (80) hours of accumulated compensatory time. Officers may request compensation for any accrued compensatory time off, up to and including eighty

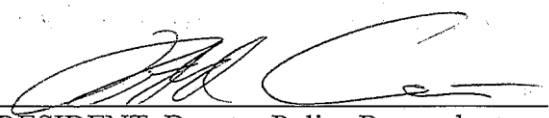
(80) hours, at any time. Such compensation shall be made by regular payroll direct deposit on the next full pay period.

All costs associated with services provided by and opinions obtained from the IRS, if any, will be shared equally by the City and the Union.

Except as modified by the provisions hereof, the Collective Bargaining Agreement shall continue in full force and effect. The provisions of this Supplemental Agreement shall supersede the provisions of such collective bargaining agreement in the case of any conflict regarding the subject matter hereof.



CITY MANAGER
For the City of Decatur, IL



PRESIDENT, Decatur Police Benevolent
& Protective Association Labor Committee
For the Union

DATED this 5 day of March, 2013.

DATED this 5th day of March, 2013.

City Clerk

DATE: 4/11/2023

MEMO: 2023-04

TO: Mayor Pro Tem Lisa Gregory and City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Monthly Reports, March, 2023

ATTACHMENTS:

Description	Type
Economic & Community Development, March, 2023	Backup Material
Fire, March, 2023	Backup Material
Police, March, 2023	Backup Material
Public Works, March, 2023	Backup Material
IT, March, 2023	Backup Material
Transportation Services Department, March 2023	Backup Material

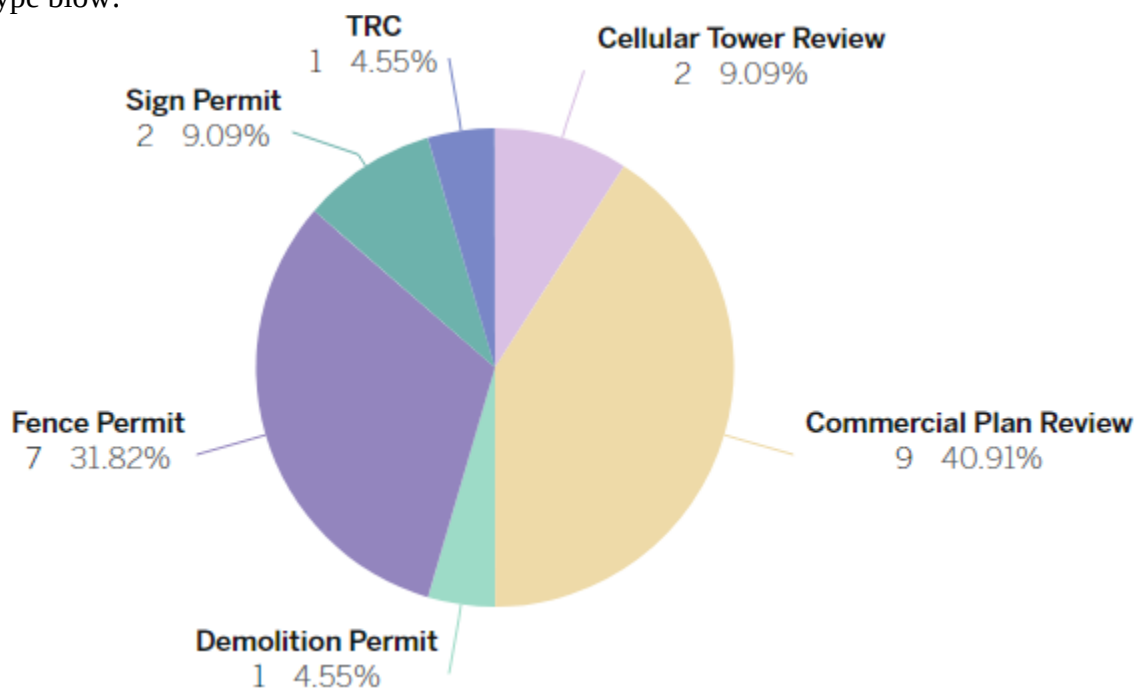
ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT MONTHLY REPORT

March 2023

PLANNING AND DEVELOPMENT DIVISION

For the month of March, the Planning and Development staff processed and reviewed commercial site plans and preliminary major subdivision development submittals. One of the two petitions was advanced to the Planning Commission and was recommended to council for approval with conditions.

We have ongoing Economic Development projects both in the planning stage and under way. Some are very large projects that will have significant positive impact if approved. Staff along with other departments held TRC meetings, Zoom meetings or conference calls for pending and ongoing developments, and have reviewed twenty-two (22) submittals, broken down by review type blow:



We continue to review and progress with selling City owned property in furtherance of Community Revitalization. Lots near Jasper and Mariette previously labeled as critical mass were redesignated for side lot sales. A request for two lots is pending.

Vacant Lot Sales

PAST MONTH	TOTAL	TOTAL REVENUE
NO NEW DATA	NO NEW DATA	NO NEW DATA

Property Acquisitions

PAST MONTH	TOTAL SINCE 09/01/2021
NO DATA	NO DATA

BUILDING INSPECTIONS DIVISION

For March, we issued 139 permits broken down by permit type below. Of those, we had three (3) permits with a value of over \$250,000. The Division performed 301 inspections and 11 consultations.

PERMIT TYPE	# ISSUED	WORK VALUE
Commercial Building	4	\$825,000
Residential Building	18	554,938
Demolition	13	914,369
Electrical	21	142,642
Mechanical	14	299,165
Plumbing	26	95,766
Roof	30	602,082
Pool	1	23,775
Fence	6	51,980
Sign	6	171,028
Temporary Structure	1	2,300
Wheelchair Ramp	0	0
TOTAL	139	\$3,680,745

NEIGHBORHOOD REVITALIZATION DIVISION

- Staff continued to prepare special reports for loans. Collections and delinquency reports continue for various loan accounts.
- Staff continues to qualify homeowners for the Residential Rehabilitation, Owner-occupied rehab, and Emergency programs for both CDBG, HOME and ARPA programs.
- Staff are working with CILBA (Central Illinois Land Bank Assoc.) to rehab and/or acquire various properties.
- Staff continues working with Rise, Inc., a consultant to assist with strategic use of the HOME and CDBG funds and amendments for CDBG-CV.
- Staff continues to meet with various nonprofits to discuss revitalization opportunities.
- Staff continues working on the Neighborhood Revitalization strategy, which includes rehabilitation, acquisition and demolition to various areas of the City.
- City of Decatur received \$400,000 grant from IHDA to assist with Home Repair and Accessibility (HRAP). We are working in partnership with Central Illinois Land Bank (CILBA) to implement this grant.
- Staff worked with and attended CONO which hosted a local Candidates Forum.
- Staff is working with a consultant to acquire Low Income Tax Credits (LITC) for an affordable housing project located within the targeted area of Decatur. Notification will be made by IHDA in the summer.
- Staff attended training on various computer trainings.
- Staff continues to be active in the Continuum of Care process as well as homeless prevention related meetings, and events as required by HUD.
- Staff attended the annual Point in Time breakfast, which discussed the 2023 homeless count.
- Staff is working with CONO to plan this year's National Night Out event.
- Several staff attended and received their LEAD worker certification and or LEAD Supervisor certification.

- All Economic & Community Development staff attended Diversity, Inclusion and Equity training.
- Staff continues working with the consultant, (TESKA) and residents on the Great Streets, Great Neighborhoods project.
- The work continues with Woodford Homes (Carrie Lane) by providing HOME financial assistance for a group home project. The overall project cost is about 4 million.
- Staff continues working the Clean Up Green Up program. Residents within the targeted area will receive a one-time cleanup of their yard, along with tree removal. Partners include Block by Block, Shemilah Outreach Center, and Southside Improvement Association (SIA). Properties completed to date: 43 from Block by Block and 42 from Shemilah Outreach.
- Technical assistance is being provided to Northeast Community Fund to operate the Small Housing Improvement Program (SHIP). Residents can receive assistance for small rehabilitation to their home i.e. roof, porch repair and other eligible items.
- Staff continues meeting with GM Square as part of community outreach for the Rt.51 project which will begin soon.
- Staff participated in the Community Forum sponsored by IDOT to gather information for the Rt. 51 project.
- Staff is working to increase the number of contractors who can participate in our rehabilitation programs through social media, radio, television and other media outlets.
- Staff is working with Land of Lincoln Credit Union on pilot programs as part of our ARPA owner occupied and rental rehab programs.
- Staff met with outside agencies, i.e. Dove, CoC, Homeless Advisory Council, Shemilah Outreach, Block x Block, Northeast Community Fund, Empowerment Opportunities Center, SIA, CONO, and various committees.

NEIGHBORHOOD INSPECTIONS DIVISION

Staff continued to enforce the International Property Maintenance Code and local City Ordinances (Chapters 48, 49, 56 and 70). The Division is committed to working with the citizens of Decatur to maintain a healthy and safe environment for those living here.

See attached for a summary of the work involved during the month of March 2023.

ATTACHMENT

**NEIGHBORHOOD INSPECTIONS DIVISION
MONTHLY REPORT
March 2023**

NEW CASES	
Health & Safety (72 Hour)	157
Direct to Legal (Repeat Offenders)	0
Housing and Unfit	77
No Garbage Service	16
Nuisance	147
Secure of Abandoned Buildings	45
Weeds	0
TOTAL	
	442

RE-INSPECTION VISITS	
Code Enforcement	1107
Weeds	0
TOTAL	
	1107

CASES SENT TO LEGAL FOR COURT	
Code Enforcement	83
Weeds	0

WEED ABATEMENT	
Contractor Mowed	0
Owner Mowed	0
TOTAL	
	0

DEMOLITIONS	
Year-to-Date Demolished	23
New Cases	5
Sent to Legal	4
Sent to Council	4
Out to Bid	13
Contracts Granted	21
Contract Amount	0
Permits Issued	0
Permits Finaled	5
Active Demolitions	194

GARBAGE SERVICE COMPLAINTS	
Received	0

INVOICES*	
New Invoices	60
Dollar Amount	\$24,789.50

PAYMENTS RECEIVED**	
Weeds	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.



DECATUR FIRE DEPARTMENT
MEMORANDUM
2023-05

April 11, 2023

TO: Scot Wrighton, City Manager

FROM: Jeff Abbott, Fire Chief

RE: Monthly Report – March 2023

The fire department responded to 1160 alarms in March. The total number of alarms so far this year is 3393. The number of alarms is 555 more than at the same period in 2022.

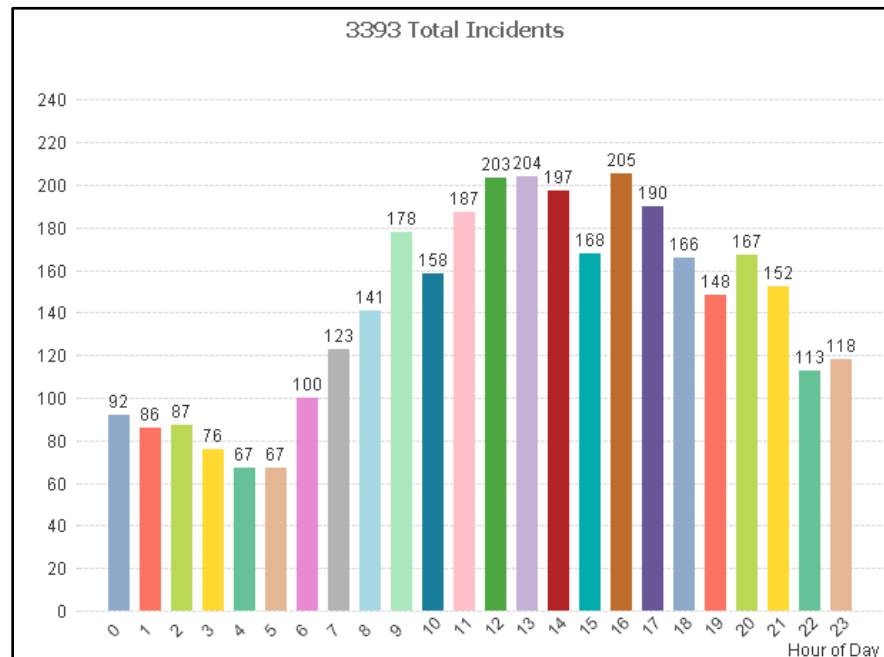
The new station 7 is scheduled to open on April 19th, and there will be an open house scheduled shortly thereafter. The completion of station 7 will be the last project in the station construction/remodel program the City started in 2016. Station 6 has a plumbing issue that affects the main drain line out of the station. Repairs for the issue are being explored.

The new Engine 5 is scheduled for delivery in early April. The apparatus was ordered a year and a half ago and has taken this long to receive it. New apparatus delivery projections are 24-36 months.

The busiest fire companies for March are listed below:

UNIT	ALARMS
Engine 1	251
Engine 5	232
Engine 6	198
Engine 3	194
Truck 2	153

The busiest territory for the year is Station 5's. There have been 675 alarms in station 5's territory.



TRAINING:

All members completed EMS continuing education: Pediatric Emergency Management. Comprehend special concerns associated with pediatric anatomy and physiology. Describe management of pediatric AMS/Unconsciousness, overdose, and seizure. Explain medical/legal issues encountered with pediatric patients. Successfully completed assigned Vector Solutions courses with a passing quiz grade.

All members completed skill stations to practice correct techniques for pediatric ET intubation using manikins and discussed pediatric I/O insertion.

All members completed Buddy Breathing and Ladder drill at the Regional Training Center.

All HazMat Tech members completed refresher training on detection monitors and analysis equipment.

FIRE PREVENTION: No Report

DECATUR ILLINOIS POLICE DEPARTMENT

2023 March Monthly Report

To: Mayor Julie Moore-Wolfe
City Council Members
City Manager Scot Wrighton

From: Chief Shane Brandel

CHIEF'S OFFICE / ADMINISTRATIVE OPERATIONS DIVISION

Sworn Police Officer Staffing

Police Chief	1
Deputy Chief	3
Lieutenant	3
Sergeant	18
Patrol Officer	107
TOTAL	132

Budgeted 148

Non-deployable: Officers at Academy or in FTO 11

Non-deployable: Officers on Injury Status 4

Retirements/Resignations Expected Next Month 0

Civilian Employee Staffing

Executive Assistant	1
Crime Analyst	0
Records Clerk	2
Records Supervisor	1
Parking Enforcement	2
Digital Forensic Examiner	1
Police Support Officer	1
Police Support Specialist	2
FOIA Officer (part-time)	2
TOTAL	12

Freedom of Information (FOIA) Requests

Month: 229 **YTD:** 673

DECATUR ILLINOIS POLICE DEPARTMENT

2023 March Monthly Report

PATROL DIVISION

Community Engagement

	Amount	YTD
Community Meetings	2	4
Directed Patrols	78	105
Active Problem Oriented Policing Projects	0	0
Completed Problem Oriented Policing Projects	0	0

General Patrol Activity

	Amount	YTD
Calls for Service/CAD Incidents	3,992	11,950
Criminal Arrests	274	734
Felony Drug Arrests	18	47
Firearms Siezed	10	32
Field Interviews	178	392
City Ordinance Arrests	9	16
Unlawful Use of Motor Vehicles	174	468

Traffic Accidents

	Amount	YTD
Traffic Accidents	213	598
Fatal Accidents	1	1
Personal Injury Accidents	43	98

Traffic Enforcement

	Amount	YTD
Traffic Citations	787	2,286
Written Warnings	432	1,323
Parking Citations	4	116

Traffic Targeted Enforcement Stats

	Amount	YTD
Driving Under the Influence (DUI) Arrests	14	65
DUI's Involving Accidents	6	22
Electronic Communication Devices		
Citations	18	40
Warnings	2	5
Speeding		
Citations	193	579
Warnings	152	408

DECATUR ILLINOIS POLICE DEPARTMENT

2023 March Monthly Report

INVESTIGATIONS DIVISION

Street Crimes Drug Seizures / Activity

Drug	Amount		YTD	Price	Street Value
Cannabis	529	grams	926	\$10 / gram	\$9,260
Cocaine - Powder	159	grams	347	\$100 / gram	\$34,700
Cocaine - Crack	3	grams	7	\$100 / gram	\$700
Heroin	0	grams	31	\$300 / gram	\$9,300
Ecstasy	0	hits	0	\$20 / hit	\$0
Meth	390	grams	1,369	\$100 / gram	\$136,900
K2/Pills	0	pills	80		

	Amount	YTD
Search Warrants	5	10
Currency Seized	\$27,109	\$33,869
Firearms Seized	6	16
Vehicles Seized	1	1
Arrests	10	29

Adult / Juvenile Detective Activity

	Amount	YTD
New Cases Assigned	91	290
Closed/Resolved Cases	65	193
Criminal Arrests	37	114
Homicides	3	5
Infant Death Investigations	0	0
Suicide Investigations	1	2
Missing Person Investigations	3	12
Computer Forensic Exams	5	7

U.S. Marshals Great Lakes Task Force

	Amount	YTD
Felony Arrests	10	47
Misdemeanor Arrests	6	8
TOTAL	16	55

	Amount	YTD
Sex Offender Registrations	142	397

**Public Works Department
Monthly Report
March 2023**

Engineering:

2021 Water Main Replacement Project:

Month Activity: All watermain is installed and operational. The remaining items include final cleanup and restoration which is scheduled for April.

Project Background: The project was designed by Engineering staff, the 2021 project is in three locations. The newly annexed neighborhood NW of Mound and Greenswitch, a small relocation of watermain on Rea's Bridge Rd near the bridge across lake Decatur, and in South Shores bounded by the streets Bay Shore, Point Bluff and Shoreline. The City received the IEPA permit in March and the project was advertised on March 17, 2021 with bids received on April 7, 2021. The project was awarded to Burdick Co as the lowest responsive bid on April 9, 2021. The start date was delayed due to the unexpected lead time on pipe, pipe is currently part of national material shortages. Burdick has completed the Rea's Bridge Area and Greenswitch Area. Work did not start in South Shores spring due to the delay in materials and after mid-November the cannot be restored with asphalt. Burdick has completed all watermain work.

Ellen and Division Inflow and Infiltration Reduction Project

Month Activity: No work was completed; the lining of the remaining services is scheduled to start in May.

Project Background: The project was designed and advertised by Engineering staff and AECOM on January 5, 2022 with bids received on February 9, 2022. The project included the full rehabilitation by cured in place lining of the sanitary sewers and service laterals. The City

received three bids with National Water Main Cleaning Co. (NWMCC) providing the lowest responsive bid. The project was awarded to on February 22, 2022. NWMCC mobilized in April. Service lining wrapped up in December for the winter with a total of 319 of the approximant 500 services lined.

Lake Grove Club Retaining Wall

Month Activity: The fence was completed in April, seeding and final cleanup will be completed in April.

Project Background: The project was designed and advertised by Engineering staff and Clark Dietz Engineering on March 30, 2022 with bids received on April 20, 2022. The project replaces an existing railroad tie retaining wall that has reached the end of its useful life. The City received two bids with Clippers Lawn and Landscaping providing the lowest responsive bid. The project was awarded by City Council to Clippers on May 16, 2022. The City has received and approved the shop drawing for ordering of the material in late July and it is expected work to begin in August. Clippers mobilized in August and started the project by removing the existing wall. Clippers then notified the City that they will be permanently closing and not completing the work. A settlement with the bonding company was reached in September. The contract with Kinney Contractors was approved on October 3rd to complete the retaining wall with work starting in early November.

2022 State Motor Fuel Tax - Asphalt

Month Activity: The remaining work is expected to commence late April.

Project Background: The project was designed and advertised by Engineering staff on July 27,

2022 with bids received on August 10, 2022. Dunn Company provided the lowest responsive bid, and the contract was awarded by City Council on August 15, 2022. The concrete and water service work is scheduled to start on September 6 with paving to commence on each street once complete. The paving of Wood St and Chestnut is complete with the remaining paving work shut down for the winter.

MUNICIPAL SERVICES MONTHLY DATA MARCH 2023

ASPHALT	QUANTITY	HOURS	OTHER INFO
Dura Patcher (spray)	0 patches	0	
Miscellaneous / Asphalt	0	0	
Pothole Patch / Repair	6,708	590	
Street Repair / Asphalt	0 sq yds	0	
Snow Fence Removal	1,150 linear ft	2	
CONCRETE	QUANTITY	HOURS	OTHER INFO
SS Utility Cuts / Curb & Gutter	0	0	
SS Utility Cuts / Driveway	0 sq yds	0	
SS Utility Cuts / Pavement	19 sq yds	10	
SS Utility Cuts / Sidewalk	0 sq ft	0	
Water Dept Cuts / Curb & Gutter	5 linear ft	2.4	
Water Dept Cuts / Driveway	92.20 sq yds	139.6	
Water Dept Cuts / Pavement	72.20 sq yds	108.4	
Water Dept Cuts / Sidewalk	805 sq ft	160.6	
DOWNTOWN PARKS	QUANTITY	HOURS	OTHER INFO
Downtown Maintenance		157	
Flowerbed Maintenance		5.50	
Fountain		0	
Mowing / Downtown Parks		59.50	
Special Events / Downtown Parks		26 OT	

ELECTRICAL	QUANTITY	HOURS	OTHER INFO
Traffic Signal Maintenance		12	
Street Light Repair		4	
Street Light Maintenance		145 Straight	
Traffic Signal Repair		300.20 Straight / 42 OT	
Warning Siren Maintenance		20	
FLEET	AVAILABILITY	BILLABLE HOURS	OTHER INFO
Fleet Tasks	97.7%	901.56	
FORESTRY	QUANTITY	HOURS	OTHER INFO
Miscellaneous		51 Straight / 8.5 HC	
Mowing City Lots		0	
Mowing City Property / ROW		0	
Mowing City Property / State ROW		0	
MSC Maintenance		34	
New Tree Care & Maintenance		0	
Pesticide Application		0	
Storm Damage Clean-up		295	
Stump Removal	30	107.5 Straight / 18 HC	
Tree Removal	411 (inch diameter)	135 Straight / 39.5 HC	
Tree Trimming	15	8 Straight / 2 HC	
Vegetation Removal	0	0	
PARKING	QUANTITY	HOURS	OTHER INFO

Mail Delivery		23	
Parking Lots/Garage Maintenance		98	
Parking Meter Collection		8	
Parking Meter Repair		8	
STREET MAINTENANCE	QUANTITY	HOURS	OTHER INFO
Alley Grading	19,500 linear ft	37	
Catch Basin / Pumped	14	10	
Ditch Cleaning	360 linear ft	31	
Culvert / Installed	0 linear ft	0	
Culvert / Jetted	185 linear ft	10	
Storm Sewer / Jetted	230 linear ft	4	
Sanitary Back-up / Jetted	10,584 linear ft	68 Straight / 39.5 OT	
Sanitary Manholes / Pumped	2	4	
Sanitary Sewers / Cleaned	28,158 linear ft	54	
Sanitary Sewers / Jetted	156 linear ft	10	
Sanitary Sewers / Roots	23,558 linear ft	79	
Street Cleaning / 3 rd Shift	104.2 miles	33	
Street Cleaning / State Routes	112.8 miles	87	
Street Cleaning / Neighborhoods	122.7 miles	419	
Street Cleaning / Priorities	0 miles	0	
Sanitary Manholes / Repaired	3	42	
TRAFFIC	QUANTITY	HOURS	OTHER INFO

Decals Made	82	10	
Miscellaneous Traffic Control		34	
Signs / Installed	24	60	
Signs / Made	42	126	
Signs / Repaired	32	75	
Striping / Paint	0 feet	0	
Striping / Tape	0 feet	0	
Symbols / Paint	0	0	
Symbols / Thermoplastic	0	0	
Traffic Control (set up & removal)		49.50	
VIOLATION RESPONSE	QUANTITY	HOURS	OTHER INFO
72-hour / City Property	15	61	
72-hour / Clean-Up	54	212	
72-hour / Clean-Up Court Time		0	
Abatements (weed & brush)	0	0	
Home Secures	24	42	

**Water Production Division
Monthly Report
March 2023**

DeWitt County Wellfield Improvements: INTERA Inc. continued work on draft reports for wellfield performance, water quality and power supply options.

Lake Decatur Landscape Maintenance: A prescribed burn on City property near the south side of the Lake Decatur dam was done. Sites for this year's tree and brush removal project will be evaluated.

Lake Decatur Water Level: Lake Decatur was maintained at an average level of 613.4 feet (92% full) which is normal for March.

Lake Decatur Watershed Management Plan: Staff and Northwater Consulting continued meeting with the USDA and partners on how the City's five year \$9.88M RCPP grant will be structured and administered. Work continued on the 2020 \$150,000 IEPA Section 319 grant BMP projects and subwatershed planning. The City was notified that it will be awarded a 2021 Section 319 grant for approximately \$250,000. Northwater Consulting continued improving the watershed water quality monitoring network, plans and permits to construct several high priority Best Management Practices (BMPs), and work on the Sand Creek, Friends Creek, Wildcat Creek and Willow Branch subwatershed plans. Staff continued BMP database creation, planning and constructing Lake Decatur Watershed Protection Program BMPs.

Oakley Sediment Basin Drainage Improvements: A prescribed burn of the basin was done to remove vegetation so that a basic topographic survey can be completed in the near future.

South Water Treatment Plant East Clarifiers to Claricones Conversion: As of this month Plocher Construction has completed 79% of this project.

Vulcan Pit, Rhodes Landfill and Source Water Protection Plan: INTERA Inc. continued work on the Vulcan Pit new pipeline design. The draft Rhodes Landfill environmental review was completed.

Water Production: Continued assisting with the South Water Treatment Plant claricone construction project and the design of the South Water Treatment Plant chemical feed systems and William Street Pump Station improvements projects. Analyzed water quality samples for Lake Decatur Watershed Management Plan monitoring. 546.91 million gallons of potable water were pumped into the water distribution system which was 4.18% less than March 2022.

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 in March.
3. Reduce the amount of sediment accumulating in the lake annually. Northwater Consulting will be providing the monitoring summary for this outcome.

March 2023

Water Services:

Staff repaired 3 water main failures, 28 water services and 9 fire hydrants. Inspected 8 system control valves and 23 fire hydrants. Completed 1,141 Utility Billing service orders, 90 miscellaneous distribution system orders and replaced 24 water meters that were damaged due to the cold snap.

Monthly Report of Priorities and Projects
Information Technology Department
Fiscal Year 2023
March

This month, the Information Technology (IT) Department staff completed the following notable work/tasks:

- Firehouses two and five were connected to the City Fiber Network.
- City Fiber Grant Project is nearing completion with 90% of the extensions complete.
- Decatur Public School (DPS) Fiber Project is 54% complete.
- New firehouse seven network with Comcast was finalized and is operational.
- I.T. and various finance areas continue to work with Tyler Technologies to resolve various issues with the 2021.5 version of their software which we have been live on since November 2022. Several software patches addressing system processing speed issues were released in March and are currently being tested.
- I.T. continues to work with the Fire Department implementing a new records management system called ImageTrend. CAD integration issue resolved, and customization of the new system continues.
- Considerable time is being invested in a major upgrade to the water meter management system due to be activated in late summer. Working through testing issues with the new data adaptor (Interface).
- Forty new computer workstations were deployed at the Police Department in March.
- All internal wireless network access points at the police department were replaced in March.
- I.T. is still actively migrating all Microsoft Windows 7 computer workstations to Windows 10 or above. Only windows 7 computer workstations exist on the City Data Network as of this writing.
- In March, I.T. processed 100 Help Desk tickets, resolving 51 during the initial point of contact with I.T. staff (51% First Call Resolution Rate) which is within our established standard of 50% or more calls resolved on the first point of contact with the I.T. Department.

Transportation Services Department

Monthly Report

March 2023

Mass Transit Division

For the month of March, the Mass Transit staff completed the following projects:

1. Applied for the FY23 FTA Section 5307 Operating Assistance Grant.
2. IDOT approved the emergency demolition of transit buildings: now underway after loss of roof in storm.
3. Phase 2 of the Campus Master Plan with Bowen completed. Bowen worked in conjunction with Mass Transit, Public Works, and MSC to complete the block diagrams for the conceptual joint Transit/MSD Campus.
4. Working with MSC to utilize transit buildings for temporary salt storage through next year.

Our ridership for the month of March consisted of the following:

Fixed Route	Mon-Sat	Sundays	Total
Passenger Rides	68,232	1,121	69,353
Miles Driven	87,606	3,040	90,646
On Time Performance	92%		
Train Delays			8

Paratransit	Mon-Sat	Sundays	Total
Passenger Rides	1,482	15	1,497
Miles Driven	8,651	192	7,747
On Time Performance	98%		

*On Time Performance (OTP): method of understanding punctuality for public transit

Facilities Maintenance Division

The Maintenance Manager has developed individualized building inspection reports for each facility based on the model that transit uses for the FTA requirements. Each City building will receive Quarterly inspections-these inspections will aid in long term capital planning and maintenance costs.

For the month of March, the Facilities Maintenance staff completed the following projects:

1. Transit Facilities: Office relocations, updates, and repairs at Transit Center to correct flow and safety for bus drivers and dispatchers. "spring cleaning" and continued safety initiative including: installation of security cameras, painting, and concrete repair.

2. Library Facilities:
 - a. Lease Space: Continued development including: finished installation of network cables, plumbing issues, HVAC issue repaired.
 - b. Library: Continued repairs and safety initiatives including: repair for leaks in wall, installation of security cameras, repaired leaking storm drain. Completed 5 year projected capital cost for parking lot maintenance.
3. Police Facilities: Installed TV monitor and ran cables/power wired in the patrol hallway.
4. Civic Center: Solar project underway. Door window repair/replacement in progress.

Electric Vehicle (EV) Division

For the month of March, the EV staff completed the following projects:

1. EVRP RFQ final interviews completed.
2. Scope and contractual negotiations underway.
3. NEVI (National Electric Vehicle Infrastructure) research and funding options.