Monday, April 4, 2022
5:30 PM
City Council Chambers

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 March 21, 2022 City Council Meeting

V. Unfinished Business

1. Ordinance Granting a Conditional Use Permit (CUP) in the M-2 Heavy Industrial District to Allow for an Automotive Salvage Operations - 3696 Greenswitch Road

VI. New Business

1. Ordinance Rezoning Property from O-1 Office District to R-6 Multiple Dwelling District - 805 East Johns Avenue
2. Resolution Authorizing Weed Removal Contract - Azuish Enterprises LLC
3. Resolution Authorizing Weed Removal Contract - Jandi Services
4. Resolution Authorizing Weed Removal Contract - Shemilah Outreach
5. Resolution Authorizing Weed Removal Contract - F & E Lawn and Janitorial Services LLC
6. Resolution Authorizing Weed Removal Contract - Jim Kaufman Lawn Care
7. Resolution Authorizing Weed Removal Contract - Inherited Services LLC
8. Ordinance Amending City Code Chapter 25 Electrical Commission, Electrical Contractors and Licensed Electricians
9. Ordinance Amending City Code Chapter 64 Water Service
10. Ordinance Amending City Code Chapter 66 Regulation of Lake Decatur

11. Ordinance Amending City Code Chapter 74 Sanitary Sewer System
12. Resolution Authorizing Annual Service Agreement with Superion, LLC, a Central Square Company
13. Resolution Authorizing Application Submittal For Capital Assistance Grant For Paratransit Vehicle Under the Illinois Department of Transportation's General Authority to Make Such Grants
14. Consent Calendar: Items on the Consent Agenda/Calendar are matters requiring City Council approval or acceptance, but which are routine and recurring in nature, are not controversial, are matters of limited discretion, and about which little or no discussion is anticipated. However, staff's assessment of what should be included on the Consent Agenda/Calendar can be in error. For this reason, any Consent Agenda/Calendar item can be removed from the Consent Agenda/Calendar by any member of the governing body, for any reason, without the need for concurrence by any other governing body member. Items removed from the Consent Agenda/Calendar will be discussed and voted on separately from the remainder of the Consent Agenda/Calendar.
    A. Ordinance Authorizing Consumption of Alcoholic Liquor on Public Rights-of-Way 100 Block South Oakland Avenue between West Main Street and West Wood Street - Donnie's Homespun Pizza, Inc. / Oakwood Business Association for Oakwood Block Party Series, May 7, 2022 & August 20, 2022
    B. Ordinance Amending City Code - Chapter 52 - Section 10 - Number of Licenses
    C. Resolution Amending Agreement with Shemilah Outreach Center for the Clean-Up Green-Up Initiative
    D. Resolution Authorizing an Intergovernmental Agreement for the Sharing of Certain Costs Related to Improvement of Portions of Various Public Highways in Macon County, Illinois, between the City of Decatur, and Harristown Township
    E. Resolution Accepting the State of Illinois Joint Purchasing Contract Holder Bid Price of Morrow Brothers Ford Inc., for the Purchase of One (1) F250 Standard Cab Truck

VII. Other Business

VIII. Adjournment

SUBJECT: Approval of Minutes of March 21, 2022 City Council Meeting

ATTACHMENTS:

Description	Type
Approval of Minutes of March 21, 2022 City Council Meeting	Backup Material

CITY COUNCIL MINUTES
Monday, March 21, 2022

On Monday, March 21, 2022, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chambers, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided, together with her being Council members David Horn, Ed Culp, Dennis Cooper and Lisa Gregory. Council members Chuck Kuhle and Bill Faber were absent. Mayor Moore Wolfe declared a quorum present.

City Manager Scot Wrighton attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for Appearance of Citizens and the following citizens provided comments to the Council: Alan Duesterhaus, Evelyn Hood and Abeer Motan.

With no other Appearance of Citizens, Council members responded to citizens' comments.

Mayor Moore Wolfe called for Approval of the Minutes.

The minutes of the March 7, 2022, City Council meeting were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Culp and on call of the roll, Council members David Horn, Ed Culp, Dennis Cooper, Lisa Gregory and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

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

City Manager Wrighton presented the Treasurer's Financial Report.

R2022-46 Resolution Authorizing Acceptance of Intergovernmental Grant Agreement Between the State of Illinois Department of Commerce and Economic Opportunity and the City of Decatur, Illinois, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

City Manager Wrighton gave an overview of the Resolution.

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

Mayor Moore Wolfe called for a discussion on a draft Food Truck Ordinance.

Council members held a discussion on the draft Food Truck Ordinance and the consensus of Council members were in favor of allowing food trucks to be regulated in the Central Business District in the same manner as they are elsewhere in the city.

R2022-47 Resolution Authorizing an Agreement between the City of Decatur and African American Cultural & Genealogical Society of Illinois, Inc. Museum regarding American Rescue Plan Funds, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

City Manager Wrighton gave an overview of the Resolution.

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

R2022-48 Resolution Authorizing Lake Decatur Lease Agreement between the Decatur Park District, G & H Marine, Inc., and the City of Decatur, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

City Manager Wrighton gave an overview of the Resolution.

Council members held a discussion concerning the proposed docks and City Manager Wrighton answered questions from Council members regarding displaced boat owners.

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

R2022-49 Resolution Authorizing an Agreement with the State of Illinois for Traffic Signal Modernization of William Street at its Intersection with Country Club Road (FAU 7452) by Municipality Under the Illinois Highway Code City, City Project 2021-04, Section No. 21-00104-00-TL, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Horn.

City Manager Wrighton gave an overview of the Resolution.

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

R2022-50 Resolution Authorizing an Amendment to the Agreement with AECOM Technical Services, Inc., for Preparation of the Decatur Intermodal Transportation Master Plan City Project 2014-06, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

City Manager Wrighton gave an overview of the Resolution.

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

R2022-51 Resolution to Appropriate State Motor Fuel Tax Funds to Pay the City's Portion for the Traffic Signal Modernization for the Intersections of William Street and Country Club Road by Municipality Under the Illinois Highway Code, City Project 2021-04, Section No. 21-00104-00-TL, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

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

R2022-52 Resolution Authorizing a Memorandum of Understanding Agreement and Associated Sales Order with the Howard G. Buffett Foundation to obtain Internet Access through the City of Decatur Fiber Optic Network, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

City Manager Wrighton gave an overview of the Resolution.

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

Mayor Moore Wolfe called for Consent Agenda Calendar Items A. through F. and asked if any Council wished to remove an item from the Consent Agenda Calendar. Councilman Horn wished to remove Items C., D. and E. from the Consent Agenda Calendar. The Clerk read items A., B., and F.:

Item A. R2022-53 Resolution Receiving and Filing the 2021 Official Zoning Map
Item B. R2022-54 Resolution Approving Appointments - Firemen's Pension Fund Board of Trustees
Item F. R2022-55 Resolution Authorizing Signatory Authority International City Management Association – Retirement Corporation (ICMA-RC) Appointment of Plan Coordinator

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

R2022-56 Resolution Repealing Resolution No. R2021-182 Regarding Approving an Amendment to the Decatur Macon County Enterprise Zone Intergovernmental Agreement, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Horn.

City Manager Wrighton gave an overview of the Resolution and answered questions from Council members concerning language in the agreement.

Ms. Nicole Bateman, President of the Economic Development Corporation of Decatur and Macon County was present to answer questions from Council members.

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

R2022-57 Resolution Approving an Amendment to the Decatur Macon County Enterprise Zone Intergovernmental Agreement, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

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

2022-09 An Ordinance Amending the Property Tax Abatement Qualifying Criteria for the Decatur Macon County Enterprise Zone - City of Decatur, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Culp.

Upon call of the roll, Council members David Horn, Ed Culp, Dennis Cooper, Lisa Gregory 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.

With no other Business, Mayor Moore Wolfe called for Recess to Closed Executive Session at 6:43 p.m. under Open Meetings Act Section (2)(c)(5) the Purchase or Lease of Real Property for the Use of the Public Body.

Councilwoman Gregory moved to Recess to Closed Executive Session, seconded by Councilman Culp and on call of the roll, Council members David Horn, Ed Culp, Dennis Cooper, Lisa Gregory and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

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

Mayor Moore Wolfe declared the regular Council meeting adjourned at 7:04 p.m.

Approved _____
Kim Althoff
City Clerk

SUBJECT: Ordinance Granting a Conditional Use Permit to allow for an Automotive Salvage Operations at 3696 Greenswitch Rd

ATTACHMENTS:

Description	Type
Council Memo	Cover Memo
Legal Memo	Backup Material
Ordinance	Ordinance
Supporting Documentation	Backup Material

ECONOMIC AND COMMUNITY DEVELOPMENT MEMORANDUM
No. 22-11

March 31, 2022

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl "Pat" Patrick, Director of Economic & Community Development
Greg Crowe, Assistant Director of Economic & Community Development

SUBJECT: Ordinance Granting a Conditional Use Permit to allow for an Automotive Salvage Operations at 3696 Greenswitch Rd

SUMMARY RECOMMENDATION: Staff recommends approval of the petition to allow a Conditional Use Permit to operate an automotive salvage operation at 3696 Greenswitch Rd with the following conditions:

1. A nine (9) foot site break fence shall be constructed to go along with the existing six (6) foot site break fence around the perimeter of the property as shown in the attached site plan labeled Exhibit A and the Business Plan labeled Exhibit B to visually screen the use from the adjacent properties and roadways. Both the existing and new site break fence shall be maintained in good condition to stay in compliance with this Conditional Use Permit and the City's Zoning Ordinance. A site break fence as defined in the City's Zoning Ordinance and for this conditional use permit is "A physical barrier designed to screen buildings or uses from adjacent properties."
2. No stored and/or salvaged automotive vehicles and parts shall be visible from adjoining properties and roadways and shall not be stacked any higher than nine (9) feet.
3. No products or materials besides automotive vehicles and parts and equipment for the salvage and recycling of those vehicles and parts shall be salvaged or stored on the site.
4. The vehicle crusher shall not be used between the hours of 10:00 PM and 7:00 AM.
5. In accordance with the City's Zoning Ordinance Performance Standards for uses in the M-2 Heavy Industrial District no operations on this site, including but not limited to the use of the vehicle crusher, shall produce a source of sound in such a manner as to create a sound level which exceeds 80 dBA, when measured in accordance with the American Standard for the Physical Measurement of Sound. Such measurement shall take place at the property line of this site.

The City Plan Commission voted 7-0 to recommend approval of the petition at the December 9, 2021 meeting. The minutes of the meeting are attached.

BACKGROUND: The subject site is approximately 10.37 acres and currently contains a towing and tire business. The request to allow for a conditional use permit for an automotive salvage operations is to allow Shaner's Towing and Tire, Inc. to store and salvage automobiles and automotive parts. The petitioner's business of towing inoperable vehicles has increased triggering the need to expand the business on site for automobile salvage operations.

According to Section XXIII.A.3. of the City's Zoning Ordinance, there are three standards which must be met in order to grant a conditional use permit. The first standard requires that the use be "necessary for the public convenience at the location." The petitioner's need for the CUP, as stated in their Business Plan, is to "safely and economically dispose of all vehicles that have not been reclaimed by vehicles owners. This will insure Shaner's Towing can have adequate space to function and so there will be no accumulation of vehicles that will create an "eye sore" in the City of Decatur." The proposed operations of Shaner's Towing is a needed use for the City's residents and the CUP will allow for the site to be used functionally for such use while the surrounding properties are protected.

The proposed use also meets the second standard in which the facility is located and designed to be operated in a way the public health, safety and welfare will be protected. The proposed and existing site break fence along with the property being heavily wooded to the northeast and part of the west boundary will screen and secure the use from neighboring uses and roadways. The limited hours for the use of the vehicle crusher along with the maximum noise requirements in the CUP will provide further protection for surrounding properties. The petitioner has also met with the IL EPA and an environmental consultant to ensure the development and proposed use of the site does not have a detrimental effect on the natural creek and creek bed north of the lot.

Last, the improvement to the property with the required conditions of the permit including the site break fence and screening requirements, maximum noise provisions, limited hours and use restrictions should not cause injury to the value of other properties in the areas meeting the third standard. Also, the proposed use with the required conditions in the Conditional Use Permit Ordinance is generally compatible with the surrounding area and consistent with the Comprehensive Plan and intent of the Zoning Ordinance.

For further details, please refer to the attached Plan Commission staff report.

POTENTIAL OBJECTION: There were no objectors present at the Plan Commission meeting. Objectors were present at the December 20, 2022 City Council meeting and had voiced concerns regarding the site not being able to be licensed through the State for both automotive recycling and towing operations. The Petitioner met with staff from the IL Secretary of State's office and provided City staff with an email from the IL Secretary of State confirming that a Tow Company and Automotive Parts Recycler can share the same property because a tow company is related to the "operation of automobiles."

INPUT FROM OTHER SOURCES: The Legal Department has provided assistance in the drafting of the Conditional Use Permit Ordinance and has provided a memorandum outlining the legal parameters for zoning and conditional use permit decisions along with notice requirements which is attached with this Council memorandum.

On January 03, 2002, City staff was notified that the public hearing notice sign was not visible on the subject site. City staff checked the site and noticed that the sign was not visible on that date. City staff re-erected public hearing notice signs on the site on that date. The City's notice requirements are posting of the sign for 10 days prior to and up to the public hearing (Plan

Commission meeting), in addition to a public notice advertised in a local newspaper 14 days prior to the public hearing that was published in the Decatur Tribune on November 24, 2022.

From the Legal Department Memo regarding Notice Requirements:

> A legislative body, such as the City Council, is not required to strictly conform to its own standards in enacting a zoning ordinance as long as the resulting ordinance represents a rational means to accomplish an otherwise legitimate legislative purpose. Further, the principals of substantive and procedural due process apply at all stages of the decision-making process. A sign was posted on this property by City staff and affidavits submitted stating that the sign was posted for the length of time the zoning ordinance requires. The matter was heard at Plan Commission and at least once before the City Council. This is not an issue that should affect whether the petition should be granted.

STAFF REFERENCE: Any additional questions may be forwarded to Greg Crowe (gcrowe@decaturil.gov).

BUDGET/TIME IMPLICATIONS: None.

LEGAL DEPARTMENT MEMORANDUM
2022-1

TO: Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Wendy Morthland, Corporation Counsel
Kate Wrigley Pletsch, Assistant Corporation Counsel

DATE: March 7, 2022

SUBJECT: Zoning and Conditional Use Permits

A petition seeking a conditional use permit has been filed and is pending with the City of Decatur. This memo will provide Council with the legal parameters required when making their decision regarding this and future requests.

Zoning Amendments.

The City of Decatur is charged with determining the use and purpose to which a property may be devoted. The City of Decatur Zoning Ordinance provides the following:

1. The Council may, from time to time, on its own motion or on petition, amend, supplement, or change by ordinance the regulations and districts herein or subsequently established….

Zoning Ordinance Sec. XXIX.G. AMENDMENTS TO ZONING CODE AND ZONING MAP.

While the City Council has relatively broad discretion in amending the zoning ordinance, the Illinois Supreme Court has stated that such decisions may not be arbitrary, capricious, nor unrelated to the public health, safety and morals. *La Salle Nat. Bank of Chicago v. Cook County*, 12 Ill.2d 40, 46 (1957).

In order to ensure a fair decision for the property owner, the Illinois Supreme Court has established a set of factors to be considered when the municipal body makes a zoning decision, collectively known as the *LaSalle* Factors. If a zoning decision becomes the subject of litigation, the court will examine whether the municipal body properly considered evidence pertaining to **only** these factors. Thus, the City Council should carefully consider the evidence supporting each factor and refer only to the evidence supporting such factors when voting on a zoning amendment. The *LaSalle* Factors are as follows:

1. The existing uses and zoning of nearby property.

2. The extent to which property values are diminished by the particular zoning restrictions.

3. The extent to which the proposed amendment promotes the health, safety, morals or general welfare of the public.

4. The relative gain to the public as compared to the hardship imposed upon the individual property owner.

The third and fourth factors are typically considered together. The control or restriction of competition is **not** a proper or lawful zoning objective. *Bossman v. Village of Riverton*, 291 Ill. App. 3d 769, 777 (4th Dist. 1997) (emphasis added). Many zoning decisions have some indirect effect on competition, but it is improper to directly legislate economic protection for one business against the normal competitive factors basic to the economic system. *Id*.

5. The suitability of the subject property for the zoned purposes.

The law does not require that the subject property be totally unsuitable for use as it is zoned in order for the zoning restriction to be invalid. If the property cannot be reasonably developed as zoned and if the zoning restriction is unrelated to the public welfare, the restriction is not constitutional. *Amalgamated Trust & Savings Bank v. Cook County*, 82 Ill. Ap. 3d 370 (1st Dist. 1980).

6. The length of time the property has been vacant as zoned.

7. The care with which a community has undertaken to plan its land-use development.

Courts will look to whether there is a comprehensive zoning plan which reasonably regulates and restricts land uses for the health, safety, and welfare of the public in order to determine whether a zoning change is in harmony with the orderly use of the property. *Forestview Homeowners Association, Inc. v. Cook County*, 18 Ill. App. 3d 230 (2d Dist. 2000). The zoning of small areas that is incompatible with a zoning pattern that is compact and uniform is consistently invalidated (sometimes referred to as "spot zoning"). *Bossman*, 291 Ill. App. 3d 769. Spot zoning is a change in zoning applied only to a small area, which is out of harmony with comprehensive planning for the good of the community. *Id*.

8. Community need for the use proposed by the petitioner.

Conditional/Special Uses

A conditional use permit provides for infrequent uses that are beneficial but potentially inconsistent with normal uses. *Pioneer Trust & Savings Bank v. McHenry County*, 41 Ill.2d 77, 84 (1968). A "conditional" or "special use" is a type of property use that is expressly permitted within a zoning district by the zoning ordinance so long as the use meets certain criteria or conditions. *City of Chicago Heights v. Living Word Outreach Full Gospel Church & Ministries, Inc.*, 196 Ill.2d 1, 16 (2001). The conditional use permit may be issued under certain circumstances which allow the municipal body the opportunity to maintain a certain degree of control over the conditional use. *Consumers Illinois Water Co. v. Will County*, 220 Ill. App. 3d 93, 96 (1991). For example, pursuant to the zoning ordinance, the municipal body may grant a conditional use

allowing the property owner to operate automotive salvage operations, so long as the property owner maintains a site break fence of a certain height.

The City of Decatur Zoning Ordinance provides the City Council may by ordinance grant a conditional use permit only for the uses prescribed in the "Conditional Use" subsections of Sections V through XIV of the Zoning Ordinance. Zoning Ordinance Sec. XXIII CONDITIONAL USE REGULATIONS. The Council may impose appropriate conditions and safeguards, including a specified time period for the permit, to conform to the comprehensive plan, and to conserve and protect property values in the neighborhood.

For example, a property zoned M-2 Heavy Industrial District can be used for any of the permitted uses provided in the Zoning Ordinance under Sec. XVII M-2 Heavy Industrial District Permitted Uses. Sec. XVII also provides a list of permitted conditional uses. The City Council may by ordinance grant a conditional use permit allowing the property owner to use the property for only those conditional uses (e.g., automotive salvage operations). When voting on such ordinance, the Council may consider only the above-described *LaSalle* factors in deciding whether the following standards, as provided in the Zoning Ordinance, have been met:

1. Whether the conditional use is necessary for the public convenience at that location;

2. Whether the conditional use is so designed, located, and proposed to be operated that the public health, safety and welfare will be protected; and

3. Whether the conditional use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located.

Zoning Ordinance Sec. XXIII CONDITIONAL USE REGULATIONS

The Illinois Supreme Court has stated that because conditional uses are considered compatible with other uses in the zoning district in which they are included, an application for a conditional or special use permit may not be denied on the ground that the use is not in harmony with the surrounding neighborhood. *City of Chicago Heights*, 196 Ill.2d at 21. Instead, a conditional use permit may only be denied when it is determined that the evidence presented does not meet the standards expressed in the zoning ordinance and would have adverse effects above and beyond those inherently associated with such conditional use irrespective of its location within the zoning district. *Id*. at 21-22.

Notice Requirements

A legislative body, such as the City Council, is not required to strictly conform to its own standards in enacting a zoning ordinance as long as the resulting ordinance represents a rational means to accomplish an otherwise legitimate legislative purpose. Further, the principals of substantive and procedural due process apply at all stages of the decision-making process. A sign was posted on this property by City staff and affidavits submitted state that the sign was posted for the length of time the zoning ordinance requires. The matter was heard at Plan Commission and at

least once before the City Council. This is not an issue that should affect whether the petition should be granted.

ORDINANCE NO. _____

**ORDINANCE GRANTING A CONDITIONAL USE PERMIT (CUP)
IN THE M-2 HEAVY INDUSTRIAL DISTRICT TO ALLOW
FOR AN AUTOMOTIVE SALVAGE OPERATIONS
- 3696 GREENSWITCH ROAD -**

WHEREAS, on the 9th day of December 2021, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of SHANERS TOWING AND TIRE, INC to allow for a Conditional Use Permit under the provisions of Section XXIII.A.2. of the Zoning Ordinance to allow for an Automotive Salvage Operations in the M-2 Heavy Industrial District on property located in the City of Decatur, Illinois and legally described as:

A part of the Northwest Quarter of the Northwest Quarter of Section 31, Township 17 North, Range 3 East of the 3rd P.M., Macon County, Illinois, described as follows: Commencing at a brass plate at the Northwest Corner of said Northwest Quarter of the Northwest Quarter of Section 31; thence Southerly along the West line of said Northwest Quarter of the Northwest Quarter, 754.35 feet to a point for a place of beginning, thence continuing Southerly along aforesaid course to a point which lies 30 feet West and 350 feet North of the intersection of the Northerly Right-of-way line of the Illinois Central Railroad with the East line of the public road lying along the West side of said Section 31; thence, Easterly to a point on the Northwesterly Right-of-way line of the Illinois Central Railroad, said point lying 453.61 feet as measured along said Northwesterly Right-of-way line from the intersection of said Northwesterly Right-of-way line with the West line of the Northwest Quarter of the Northwest Quarter of said Section 31, thence Northeasterly along said Northwesterly Right-of-way line to a point 1,323.61 feet as measured along said Northwesterly Right-of-way line from the point of intersection of said Northwesterly Right-of-way line with the West line of the Northwest Quarter of the Northwest Quarter of said Section 31; thence Northwesterly along a line perpendicular to said Northwesterly Right-of-way line 650.72 feet to a point 305.00 feet Easterly of said West line of the Northwest Quarter of the Northwest Quarter measured at right angles; thence Southerly along a line 305.00 feet East of and parallel with said West line of the Northwest Quarter of the Northwest Quarter, 427.82 feet to a point at 90 degrees

to the place of beginning; thence Westerly 305.00 feet along a line perpendicular to said Northwest Quarter of the Northwest Quarter to the place of beginning, situated in Macon County, Illinois.

Permanent Index No. 18-08-31-101-004

WHEREAS, the Decatur City Plan Commission recommended that such Conditional Use Permit be granted.

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

Section 1. That the recommendation of the Decatur City Plan Commission be hereby, received, placed on file and granted.

Section 2. That upon compliance with the conditions described herein, and in the Site Plan attached hereto and hereby made a part hereof as Exhibit A and the Business Plan attached hereto and hereby made a part hereof as Exhibit B, said herein that a Conditional Use Permit be, and it is hereby, granted to SHANERS TOWING AND TIRE, INC as the petitioner, and only to allow for an Automotive Salvage Operations in the M-2 Heavy Industrial District.

1. A nine (9) foot site break fence shall be constructed along with the existing six (6) foot site break fence around the perimeter of the property as shown in the attached site plan labeled Exhibit A and the Business Plan labeled Exhibit B to visually screen the use from the adjacent properties and roadways. Both the existing and new site break fence shall be maintained in good condition to stay in compliance with this Conditional Use Permit and the City's Zoning Ordinance. A site break fence as defined in the City's Zoning Ordinance and for this conditional use permit is "A physical barrier designed to screen buildings or uses from adjacent properties."
2. No stored and/or salvaged automotive vehicles and parts shall be visible from adjoining properties and roadways and shall not be stacked any higher than nine (9) feet.
3. No products or materials besides automotive vehicles and parts and equipment for the salvage and recycling of those vehicles and parts shall be salvaged or stored on the site.
4. The vehicle crusher shall not be used between the hours of 10:00 PM and 7:00 AM.
5. In accordance with the City's Zoning Ordinance Performance Standards for uses in the M-2 Heavy Industrial District, no operations on this site, including but not limited to the use of the vehicle crusher, shall produce a source of sound in such a manner as to create a sound level which exceeds 80 dBA, when measured in accordance with the American Standard for the Physical Measurement of Sound. Such measurement shall take place at the property line of this site.

Section 3. That said Conditional Use Permit granted hereby, be, and it is hereby, made subject to the applicable provisions and requirements of Ordinance No. 3512 as amended, the

same being the Zoning Ordinance of the City of Decatur, Illinois, and that the Zoning Map of said City be amended to show the granting and existence of this Conditional Use Permit.

Section 4. That the zoning of said premises as set out herein shall be shown and verified on the Zoning District Map as in such Ordinance No. 3512 provided and said District be hereby amended and changed as herein set forth.

PRESENTED, PASSED, APPROVED AND RECORDED this 4th day of April, 2022.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

EXHIBIT A

Shaner's Towing Existing and Proposed Sit Break Fence

Existing Site Break Fence — 6 Feet High

Proposed Site Break Fence — 9 Feet High

EXHIBIT B

Shaner's Towing of Decatur
3696 Greenswitch Road
Decatur, Illinois 62526
217-875-2200

Business Plan To Establish An Auto Recycling Center

Shaner's of Decatur, currently the City of Decatur towing contractor, has plans to add an **Auto Recycling Center**, into its business model.

1. Shaner's Towing has two locations in one Decatur IL and the other in Springfield IL.
2. Shaner's Towing Decatur needs the Auto Recycling Center to safely and economically dispose of all vehicles that have not been reclaimed by vehicles owner. This will insure Shaner's Towing can have adequate space to function and so there will be no accumulation of vehicles that will create an "eye sore" in the City of Decatur.
3. The implementation of an Auto Recycling Center will align the Decatur operation with the Springfield operation.

Shaner's Towing Decatur will **NOT** be a **Public Retail Scrap/Junk Yard** but an **Auto Recycling Center.**

EXHIBIT B

Credentials:

1. Licensed with the state for **towing**, **auto recycling**, auto rebuilder, **scrap processing**, and **auto sales.**
2. Licensed with Illinois Department of Transportation (IDOT) for the State of Illinois to train State Police as well as other organizations on **Traffic Incident Management (T.I.M)**
3. **Licenses approved by the state for over 30 years.**
4. Owner/operator in Springfield for more than 30 years
5. **Holds current contract with the City of Decatur and Decatur Police for all towing.**
6. **Held contracts for services with the City of Springfield, Sangamon County and the State of Illinois for the last 30 years.**

The plan for Shaner's Towing Decatur implementation of an Auto Recycling Center

1. Construct 9-foot fence and screen alongside of property that runs along Greenswitch which is the front of property. (Pic 2)
2. Construct 9-foot fence and screen alongside of property that runs along HWY 48 (Pic 4)
3. Construct 9-foot fence and screen alongside of property that runs along the old skating rink
4. Purchaser location which is currently contracted for a 10-year lease with plans to stay in Decatur and grow our business.
5. Shaner's Towing Decatur has already completed our groundwork The EPA came out to look at the property, specifically a creek after groundwork was finished and stated Shaner's went above and beyond the work necessary
6. Shaner's Towing Decatur has already obtained confirmation from the Illinois Secretary of State that a Towing Company and Auto Recycling Center can share the same property

How the Auto Recycling Center will be operated

1. Upon a vehicle owner's failure to claim his/her vehicle and within Statutory guidelines Saner's Towing Decatur will secure title to the vehicle.
2. Vehicles will be examined to determine if they can be repaired and resold to the public or need to be recycled.
3. Vehicles that are to be recycled are prepped by:

   A. Being put through a system where all fluids in the vehicle are recovered and stored it tanks where they will be stored until the the fluid recycler Shaner's uses picks them up.

   B. Having wheels with the rims removed until picked up by a wheel recycler.

   C. Vehicles will then be crushed by our Crusher, stacked and stored on site.

   D. Stacked cars will not be higher than the 9-foot fence that will surrounds the property and will be sold and transported to scrap company as soon as possible.

   E. Noise from car crusher is no louder than engine on vehicles already used on property.

   F. No crushing cars after 10pm.

   G. Keep Police lot separate with separate entrance for other lot (Pic 1)

   H. The goal of the Auto Recycling Center is to safely, timely and economically remove all unclaimed vehicles off this property, **THERE IS NO INTENT TO TURN THIS LOCATION INTO A SCRAP/JUNK YARD WHERE PARTS OFF THE VEHICLES WILL BE SOLD TO THE PUBLIC.**

The Operation of a Auto Recycling Center will allow Shaner's Towing Decatur to:

Reduce the amount of nonfunctioning/abandoned vehicles in the City of Decatur.

Provide safe and economical vehicles for sale to the citizens of Decatur.

Help provide the services as outlined in its current contact with the City of Decatur.

Continuing to work with local organizations to give cars to families who are in need.

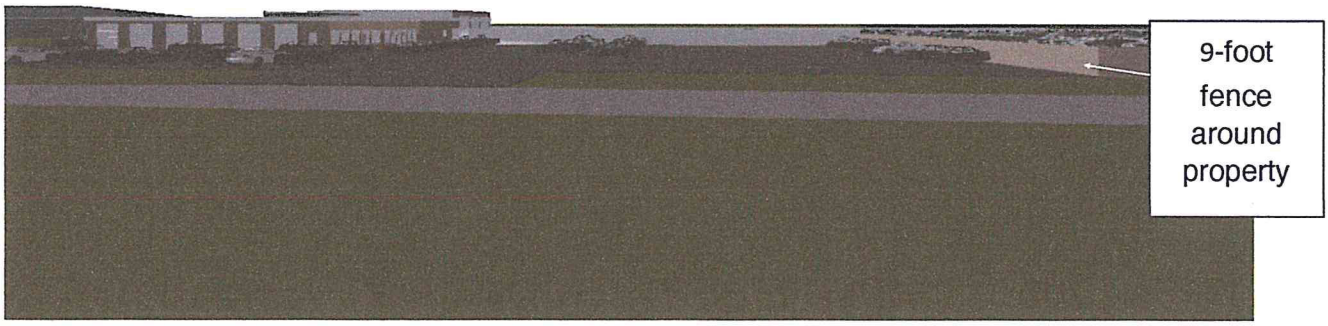
Hire between 5-10 additional employees.

Recycling metal only uses 10% of the energy that is needed to produce new metal. Recycling leaves a smaller carbon imprint on the environment.

SHANER'S TOWING IS ASKING THE CITY OF DECATUR TO APPROVE A SPECIAL USE PERMIT SO IT CAN IMPLEMENT ITS PLAN FOR A AUTO RECYCLING CENTER

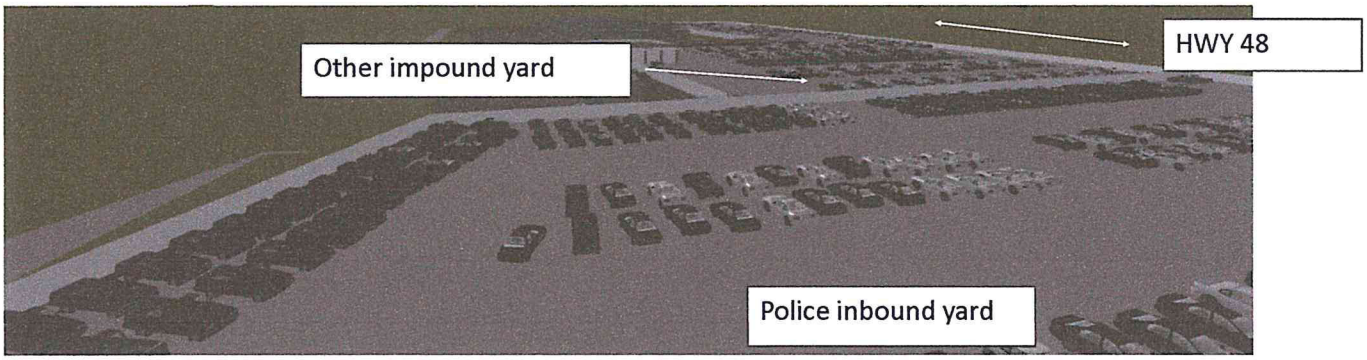
Police tow lot Pic 1

Front of Building with Fence Pic 2



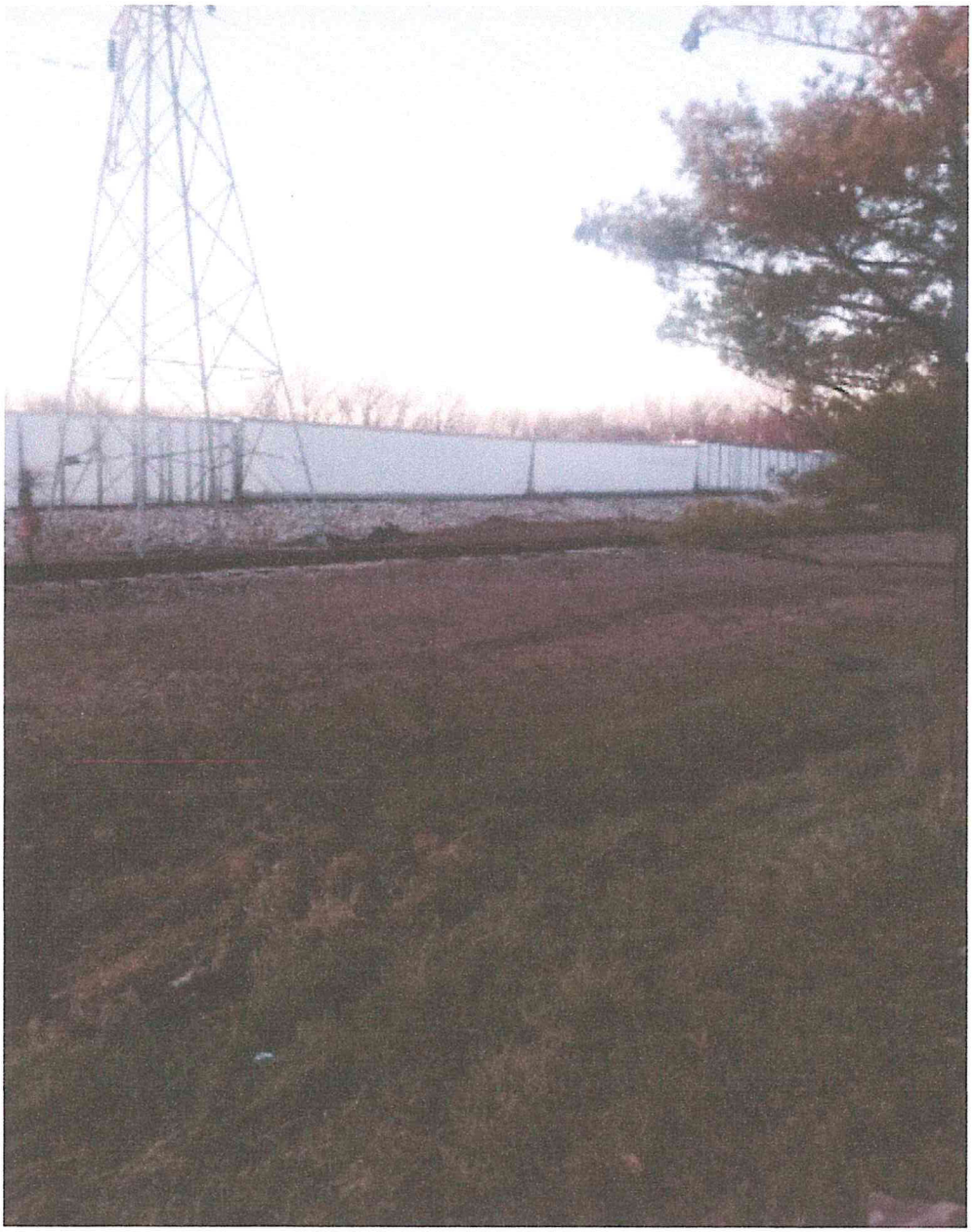
Front of build with 8-foot Fence Pic 3

Property pic Pic 4



Temporary trailers to screen cars on Shaner's property from being see along Hwy48 Pic

Temporary trailers to screen cars on Shaner's property from being see along Hwy48 Pic6



STAFF REPORT
Decatur City Plan Commission

Hearing Date	December 9, 2021
Calendar No.	21-17
Property Location	3696 Greenswitch Rd
Request	Rezone from M-1 Intense Commercial/Light Industrial District to M-2 Heavy Industrial District with a Conditional Use Permit in the M-2 Heavy Industrial District to allow for an Automotive Salvage Operations
Petitioner	Shaner's Towing and Tire

BACKGROUND

The subject site is approximately 10.37 acres and currently contains a towing and tire business. This subject site is zoned M-1 Intense Commercial/Light Industrial District.

Surrounding Land Use and Zoning

Direction	*Existing Land Use*	*Zoning*	*Comprehensive Plan*
Subject Property	Towing and Tire Service	M-1	Employment
North	Office and Commercial	B-2 & O-1	Employment & Retail
South	Industrial	M-1	Employment
East	Residential	R-3	Residential Low Density
West	Industrial	R-2	Employment

PROJECT DESCRIPTION

The request to rezone the property to M-2 with a conditional use permit for an automotive salvage operations is to allow Shaner's Towing and Tire, Inc. to store and salvage automobiles and automotive parts. The petitioner's business of towing inoperable vehicles has increased triggering the need to expand the business on site for automobile salvage operations.

The petitioner proposes to construct a site break fence between 6 and 8 feet in height surrounding the property on the side and rear yards for security and screening according to the attached site map.

STAFF ANALYSIS

Staff supports the rezoning to M-2 Heavy Industrial District and proposed Conditional Use Permit to operate an automotive salvage operation.

According to Section XXIII.A.3., there are three standards which must be met in order to grant a conditional use permit. The first standard requires that the use be "necessary for the public convenience at the location." The proposed use is generally compatible with the surrounding area and consistent with the Comprehensive Plan and intent of the Zoning Ordinance.

The proposed use also meets the second standard. The facility is located and designed to be operated in a way the public health, safety and welfare will be protected. The proposed and existing site break fence along with the property being heavily wooded to the northeast and part of the west boundary will screen the use from neighboring uses and roadways.

Last, the improvement to the property should not cause injury to the value of other properties in the areas meeting the third standard.

STAFF RECOMMENDATION

Staff recommends approval of the petition with the following conditions:

1. A six (6) to eight (8) foot site break fence shall be constructed and maintained in good conditions around the perimeter of the property as shown in the attached site plan.

PLAN COMMISSION ACTION

Section XXIII.A.2. requires the Plan Commission to hold a public hearing on a Conditional Use Permit request, and then forward its report and recommendation to the City Council for a final decision. A motion to forward Calendar 21-17 to City Council by the Plan Commission with a recommendation for approval is suggested.

This report constitutes the testimony and recommendation of the Planning and Development Division, Community Development Department, City of Decatur.

Greg Crowe, AICP
Assistant Director of Economic and Community Development

ATTACHMENTS

1. Petition
2. Site Map with Proposed Fence Screening
3. Location and Zoning Map

City of Decatur, Illinois

PETITION FOR REZONING

Petition before the Mayor, City Council and Members of the Plan Commission of Decatur, Illinois

Economic and Urban Development Department
One Gary K. Anderson Plaza — 424-2793
Decatur, Illinois 62523-1196 — FAX 424-2728

Please Type

SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION					
Petitioner	Shaner's Towing and Tire Inc.				
Address	3696 Greenswitch Rd				
City	Decatur	State	IL	Zip	62526
Telephone	217-875-2200	Fax		E-mail	shaner6400@yahoo.co
Property Owner	Karen Svendsen				
Address	3770 Bowman Rd				
City	Decatur	State	IL	Zip	62521
Telephone	217-519-0474	Fax		E-mail	svends8681@yahoo.co
Representative	Petitioner				
Address					
City		State		Zip	
Telephone		Fax		E-mail	

SECTION TWO: SITE INFORMATION							
Street Address	3696 Greenswitch Rd						
Legal Description	See attached						
Present Zoning	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Is this property a Planned Unit Development?	
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	☐ YES	Approval Date: _____
	☑ M-1	☐ M-2	☐ M-3	☐ PMR-1		☐ NO	
Please list all improvements on the site:							
Size of Tract	10.37 ☐ SF ☑ AC						

SECTION THREE: REQUESTED ACTION						
Rezone Property To:	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Will this property be a Planned Unit Development?
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	☐ YES
	☐ M-1	☑ M-2	☐ M-3	☐ PMR-1		☐ NO
Other:	Conditional Use Permit for Automotive Salvage Operations					

Section Three Continued	
Purpose	*Please state the purpose of the proposed rezoning.*

To allow Shaner's Towing to store and salvage automobiles and automotive parts to operate an automotive salvage operation.

SECTION FOUR: JUSTIFICATION

The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached):

Property is in a commercial and industrial area. Petitioners will construct a site break fence between 6 and 8 feet surrounding the property on the side and rear yards for security and screening. The property is heavily wooded on the northeast and part of the west boundary that provides additional screening. See attached site plan.

SECTION FIVE: CERTIFICATION

To be placed on the agenda of the regular meeting on the first Thursday of the month at 3:00 PM in the City Council Chambers, petition must be received on the first Thursday of the preceding month. Failure of the petitioner or the petitioner's representative to attend the Plan Commission hearing may result in items being tabled. Incomplete or erroneous petitions may delay items being heard by the Plan Commission.

Petitioner's Signature		**Date**	11/22/21

NOTES:

1. Please forward this completed form and attachments to the Economic and Urban Development Department, Third Floor, Decatur Civic Center. Please make checks payable to the City of Decatur. See Schedule "A" for fees.
2. Signature of this petition grants permission to City staff to place a sign, indicating a request for zoning action, on the subject property at least 10 days prior to the Decatur City Plan Commission hearing. Said sign will be removed within 15 days of final action by City Council.
3. In the event a petition for rezoning is denied by the Council, another petition for a change to the same district shall not be filed within a period of one year from the date of denial, except upon the initiation of the City Council or the City Plan Commission after showing a change of circumstances which would warrant a renewal.
4. All petitions before the Decatur City Plan Commission are reviewed through the Development Technical Review (DTR) Process. Please consult the DTR Brochure for information related to this process.

Rev. 2 - 4/01

OFFICE USE ONLY	
Date Filed	
By	

NOW, THEREFORE, KAREN S. SVENDSEN, as Independent Executor of the said Last Will and Testament of John N. Svendsen dated October 9, 2015 (Grantor), in furtherance of the effectuation of the terms and conditions of the said Last Will and Testament, does hereby ALIEN, RELEASE, REMISE, and CONVEY unto KAREN S. SVENDSEN (Grantee), 3770 Bowman Road, Decatur, Illinois, all interest of JOHN N. SVENDSEN, deceased, and of his estate, in and to the following described real estate situated in Macon County, Illinois, to wit:

> A part of the Northwest Quarter of the Northwest Quarter of Section 31, Township 17 North, Range 3 East of the 3rd P.M., Macon County, Illinois, described as follows: Commencing at a brass plate at the Northwest Corner of said Northwest Quarter of the Northwest Quarter of Section 31; thence Southerly along the West line of said Northwest Quarter of the Northwest Quarter, 754.35 feet to a point for a place of beginning; thence continuing Southerly along aforesaid course to a point which lies 30 feet West and 350 feet North of the intersection of the Northerly Right-of-way line of the Illinois Central Railroad with the East line of the public road lying along the West side of said Section 31; thence Easterly to a point on the Northwesterly Right-of-way line of the Illinois Central Railroad, said point lying 453.61 feet as measured along said Northwesterly Right-of-way line from the intersection of said Northwesterly Right-of-way line with the West line of the Northwest Quarter of the Northwest Quarter of said Section 31, thence Northeasterly along said Northwesterly Right-of-way line to a point 1,323.61 feet as measured along said Northwesterly Right-of-way line from the point of intersection of said Northwesterly Right-of-way line with the West line of the Northwest Quarter of the Northwest Quarter of said Section 31; thence Northwesterly along a line perpendicular to said Northwesterly Right-of-way line 650.72 feet to a point 305.00 feet Easterly of said West line of the Northwest Quarter of the Northwest Quarter measured at right angles; thence Southerly along a line

305.00 feet East of and parallel with said West line of the Northwest Quarter of the Northwest Quarter, 427.82 feet to a point at 90° to the place of beginning; thence Westerly 305.00 feet along a line perpendicular to said Northwest Quarter of the Northwest Quarter to the place of beginning, situated in Macon County, Illinois.

[Permanent Index No.: 18-08-31-101-004]

TOGETHER WITH ALL and SINGULAR the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and all of the estate, right, title, interest, claim, and demand whatsoever, at law or in equity, which the said JOHN N. SVENDSEN, testator, had at the time of his death, and which the said Grantor now has in and to said premises.

The conveyance of the above-described real estate is subject to easements, restrictions, and reservations of record, and to the general taxes for 2018.

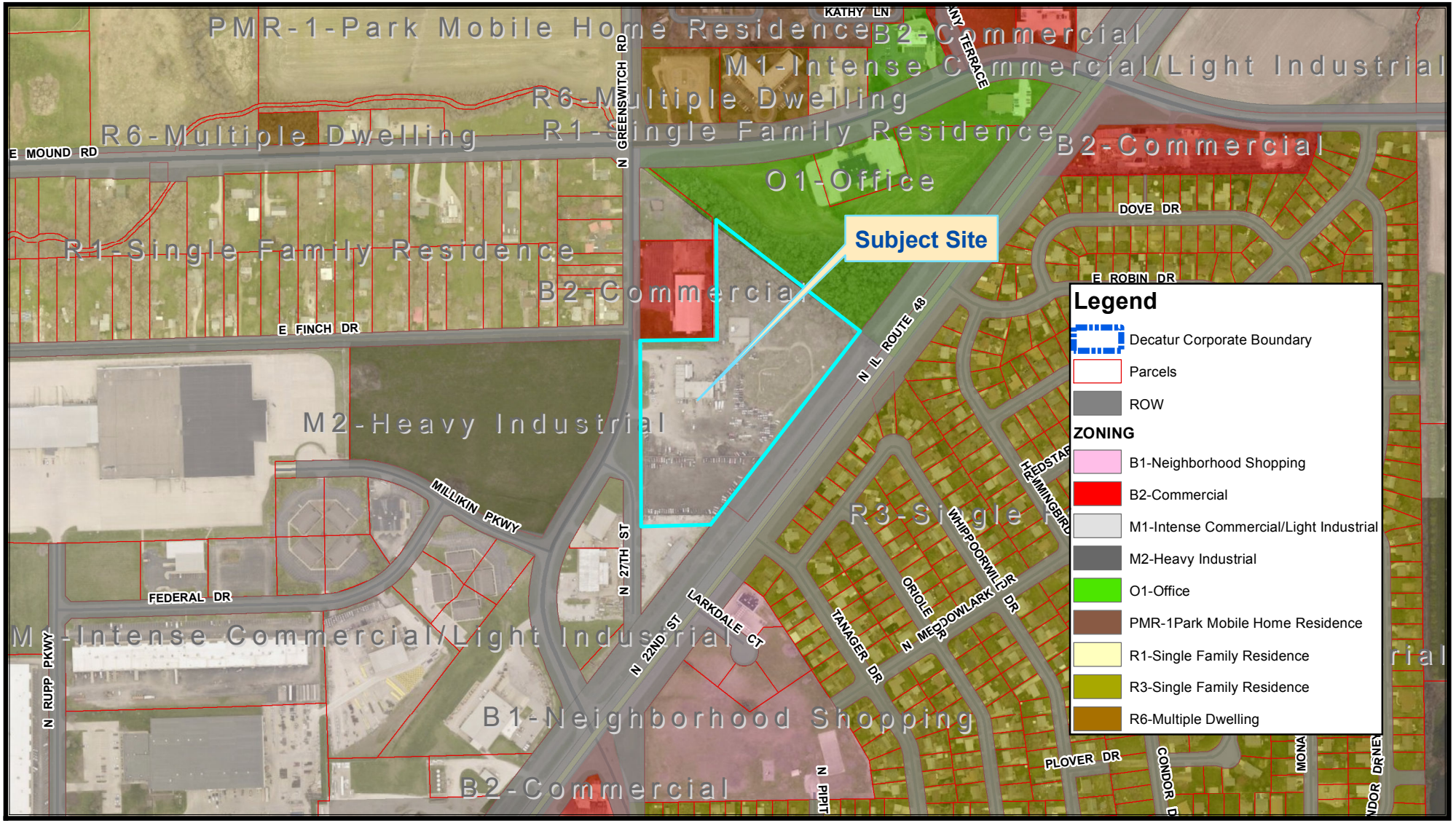
REVENUE STAMP
Exempt under provisions of Paragraph (e),
Sec. 4, Real Estate Transfer Tax Act.
Date: 11-6-18
Signed: Jay N Svendsen, Atty. at Law
Buyer, Seller or Representative

IN WITNESS WHEREOF, the said Grantor hereunto sets forth her hand and seal the day and year first above written.

Karen S. Svendsen
(Karen S. Svendsen)
As Independent Executor of the Last Will and Testament of John N. Svendsen, deceased, dated October 9, 2015

PMR-1-Planned Residence
M1-Intense Commercial/Light Industrial
B2-Commercial
R1-Single Family Residence
R6-Multiple Dwelling
O1-Office
M2-Heavy Industrial
B1-Neighborhood Shopping
E VERONICA VISTA ST
E MOUND RD
E FINCH DR
KATHY LN
N GREENSWITCH RD
N 27TH ST
N 22ND ST
N IL ROUTE 49
MILLIKIN PKWY
FEDERAL DR
LARKDALE CT
BLUEBIRD DR
REDSTART DR
MEADOWLARK DR
DOVE DR
PLOVER DR
CHAT DR
E ROBIN DR

City of Decatur Plan Commission
3696 Greenswitch Rd



Case No:	21-17
Date:	December 9, 2021
Petition of:	Shaner's Towing & Tire, Inc.
Requested Action:	Rezone from M-1 to M-2 with a Conditional Use Permit to allow for an Automotive Salvage Operations

N W E S

1 inch = 500 feet

MINUTES OF THE MEETING

OF THE

DECATUR CITY PLAN COMMISSION

Thursday, December 9, 2021
City Council Chamber, Decatur Civic Center

I. Call to Order and Determination of a Quorum

The December 9, 2021 meeting of the Decatur City Plan Commission was called to order at 3:02 P.M. in the City Council Chamber, Third Floor of the Decatur Civic Center, by Chairman Susie Peck who determined a quorum was present.

Members Present: Bruce Frantz, James Schwartz, Matt Naber, Maurice Payne, Pat McDaniel, Kent Newton, Timothy Wright

Members Absent: Jason Drake, Andrew Taylor, Susie Peck,

Staff Present: Greg Crowe, Joselyn Stewart, John Robinson, Kate Wrigley, Griffin Enyart, Deanna Buck

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

It was moved and seconded (Frantz/McDaniel/) to approve the minutes of the November 4, 2021 meeting of the Decatur City Plan Commission. Motion carried.

III. New Business

A. Case No. 21-17 Petition of SHANER'S TOWING AND TIRE, INC, to rezone the property located at 3696 GREENSWITCH ROAD from M-1 Intense Commercial/Light Industrial District to M-2 Heavy Industrial District with a Conditional Use Permit in the M-2 Heavy Industrial District to allow for an Automotive Salvage Operations

It was moved and seconded (McDaniel/Naber) to forward Case No. 21-17 to the City Council with a recommendation of approval as set forth in the staff report.

Greg Crowe discussed staff's recommendation for approval of the petition based on the staff report distributed to the Plan Commission prior to the meeting (staff report is on file and is available for reviewing by request).

Shane McDermott, Petitioner, was sworn in by Deanna Buck. The petitioner explained the need for the conditional use permit for an automotive salvage operations is to be able to remove a larger quantity of inoperable vehicles. With the current use, automobiles have to be removed solely with a tow truck. With the new use, the petitioner will be able to scrap inoperable vehicles and remove multiple vehicles from the site at the same time. This will help to reduce the amount of stored inoperable vehicles on site.

Commissioner Pat McDaniel questioned the condition allowing for a fence height between 6 and 8 feet instead of a uniform height. City staff and the petitioner explained that the existing site fence is 6 feet in height, but it will be increased to eight feet on the east border adjacent to Rte. 48 along with the new fence being 8 feet in height along Rte 48. So, the site break fence along Rte.48 will be 8 feet in height while some of the remaining site break fence will stay at 6 feet.

Upon call of the roll, Commission members Bruce Frantz, James Schwartz, Matt Naber, Maurice Payne, Pat McDaniel, Kent Newton, and Timothy Wright voted aye. Motion carried.

IV. Appearance of Citizens

No citizen expressed comments.

V. Comments and Information from Commission Members

Commissioner Pat McDaniel suggested that City Staff require 8 foot site break fences for industrial uses such as the proposed automotive salvage operation use along major corridors for future projects.

VI. Adjournment

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

Upon call of the roll, Commission members Bruce Frantz, James Schwartz, Matt Naber, Maurice Payne, Pat McDaniel, Kent Newton, and Timothy Wright voted aye.

Acting Chairman Newton declared the meeting adjourned at 3:15 P.M.

_____

Bruce Frantz, Secretary, Decatur City Plan Commission

SUBJECT: Ordinance Rezoning Property from from O-1 Office District to R-6 Multiple Dwelling District at 805 East Johns Avenue

ATTACHMENTS:

Description	Type
Council Memo	Cover Memo
Ordinance	Ordinance
Supporting Documentation	Backup Material

ECONOMIC AND COMMUNITY DEVELOPMENT MEMORANDUM
No. 22-14

March 31, 2022

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl "Pat" Patrick, Director of Economic & Community Development
Greg Crowe, Assistant Director of Economic & Community Development

SUBJECT: Ordinance Rezoning Property from O-1 Office District to R-6 Multiple Dwelling District at 805 East Johns Avenue

SUMMARY RECOMMENDATION: Staff recommends approval of this ordinance for re-zoning. The City Plan Commission voted 8-0 to recommend approval of the petition at the March 3, 2022 meeting. The minutes of the meeting are attached.

BACKGROUND: The subject site is located at 805 East Johns Avenue and is currently zoned O-1 Office District. It is approximately 0.85 acres (37,400 square feet) and is currently developed as a Multi-Family Structure.

The petitioner proposes to rezone the site from to O-1 Office District to R-6 Multiple Dwelling District to create a uniform zoning district for the site and surrounding area. The subject site is located within a mostly residential area and rezoning to R-6 Multiple Dwelling District should have no adverse effect on the general area or the City as a whole.

For further details, please refer to the attached Plan Commission staff report.

POTENTIAL OBJECTION: There were no objectors present at the Plan Commission meeting.

INPUT FROM OTHER SOURCES: N/A

STAFF REFERENCE: Any additional questions may be forwarded to Greg Crowe (gcrowe@decaturil.gov).

BUDGET/TIME IMPLICATIONS: None.

ORDINANCE NO. _____

ORDINANCE REZONING PROPERTY FROM
O-1 OFFICE DISTRICT TO R-6 MULTIPLE DWELLING DISTRICT
- 805 EAST JOHNS AVENUE -

WHEREAS, on the 3rd day of March 2022, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of CITY OF DECATUR to rezone premises legally described as:

> Lot Four (4) in Block Two (2) of William Martin's 2nd Addition of out lots to Decatur, as per Plat recorded in Book 17 on Page 264 of the records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.
>
> Permanent Index No. 04-12-14-330-010

WHEREAS, the Decatur City Plan Commission recommended that the prayer of said petition be granted.

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

Section 1. That the recommendation of the Decatur City Plan Commission be hereby, received, placed on file and approved.

Section 2. That said described premises be, and they are hereby rezoned from O-1 Office District to R-6 Multiple Dwelling District.

Section 3. That the Districts herein mentioned are those districts set forth and defined in Ordinance No. 3512 of the City of Decatur, Illinois, commonly known as the Zoning Ordinance, and all the provisions, regulations, restrictions and requirements therein set forth shall apply to the premises described herein.

Section 4. That the zoning of said premises as set out herein shall be shown and verified on the Zoning District Map as in such Ordinance No. 3512 provided and said District be hereby amended and changed as herein set forth.

PRESENTED, PASSED, APPROVED AND RECORDED this 4th day of April 2022.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

STAFF REPORT
Decatur City Plan Commission

Hearing Date	March 3, 2022
Case No.	22-02
Property Location	805 East Johns Avenue
Request	Rezoning from O-1 Office District to R-6 Multiple Dwelling District
Petitioner	City of Decatur
Representative	Jon Kindseth

BACKGROUND

The subject site is located at 805 East Johns Avenue and is currently zoned O-1 Office District. It is approximately 0.85 acres (37,400 square feet) and is currently developed as a Multi-Family Structure.

Surrounding Land Use and Zoning

Direction	*Existing Land Use*	*Zoning*	*Comprehensive Plan*
Subject Property	Multi-Family Structure	O-1	Residential-Low Density
North	Single-Family Residence	R-5, R-6	Residential-Low Density
South	Single-Family Residence	R-5	Residential-Low Density
East	Vacant, Single-Family Residence	R-5	Residential-Low Density
West	Single-Family Residence	R-6	Residential-Low Density

PROJECT DESCRIPTION

The petitioner proposes to rezone the site from to O-1 Office District to R-6 Multiple Dwelling District to create a uniform zoning district for the site and surrounding area.

STAFF ANALYSIS

The surrounding zoning districts include R-5 Two Family Residence District to the north, south and east and R-6 Multiple Dwelling District to the north and west. The Macon County and Decatur Comprehensive Plan shows this area as Residential-Low Density. The proposed R-6 zoning would be compatible and consistent with the current site and the surrounding zoning and uses.

The subject site is located within a mixed-use area and rezoning to R-6 Multiple Dwelling District should have no adverse effect on the general area or the City as a whole.

STAFF RECOMMENDATION

Staff recommends approval of the rezoning request.

PLAN COMMISSION ACTION

Section XXIX requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for a final decision. A motion to forward Case 22-02 to City Council by the Plan Commission with a recommendation is warranted.

This report constitutes the testimony and recommendation of the Planning and Development Division, Community Development Department, City of Decatur.

Joselyn Stewart
Planner

ATTACHMENTS

1. Petition
2. Location and Zoning Map

City of Decatur, Illinois

PETITION FOR REZONING

Petition before the Mayor, City Council and Members of the Plan Commission of Decatur, Illinois

Economic and Urban Development Department
One Gary K. Anderson Plaza — 424-2793
Decatur, Illinois 62523-1196 — FAX 424-2728

Please Type

SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION					
Petitioner	City of Decatur				
Address	#1 Gary K. Anderson Plaza				
City	Decatur	State	IL	Zip	62523
Telephone		Fax		E-mail	
Property Owner	Flora Bank & Trust Trust Number 105				
Address	R.R. 2, Box 34				
City	Flora	State	IL	Zip	62839
Telephone		Fax		E-mail	
Representative	Jon D. Kindseth				
Address	#1 Gary K. Anderson Plaza				
City	Decatur	State	IL	Zip	62523
Telephone	217-424-2727	Fax		E-mail	cpatrick@decaturil.gov

SECTION TWO: SITE INFORMATION						
Street Address	805 East Johns Avenue					
Legal Description	Lot 4 in Block Two (2) of William Martin's 2nd Addition of out lots to Decatur, as per Plat recorded in Book 17 on Page 364 of the records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois. PIN: 04-12-14-330-010					
Present Zoning	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Is this property a Planned Unit Development?
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☑ O-1	☐ YES Approval Date: _____
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		☐ NO
Please list all improvements on the site:						
Size of Tract	0.849 ☐ SF ☑ AC					

SECTION THREE: REQUESTED ACTION						
Rezone Property To:	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☑ R-6	Will this property be a Planned Unit Development?
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	☐ YES
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		☑ NO
Other:						

Section Three Continued	
Purpose	*Please state the purpose of the proposed rezoning.*

The proposed rezoning from O-1 to R-6 is more compatible with the surrounding properties and the residential neighborhood.

SECTION FOUR: JUSTIFICATION

The petitioner submits to the City Plan Commission and City Council the following facts (addit ional pages may be attached):

The proposed down zoning from O-1 to R-6 will allow for the property to be used as a multifamily residential housing unit as it was purposefully built for. Through a partnership with Dove, the City will renovate and rehabilitate the property to be used by Dove for emergency transitional/permanent housing needs in Decatur. Without City intervention and a rezoning this property will likely continue to sit unoccupied due to the fact that even the previous use is no longer permitted by right. A rezoning to residential is supported by the current property owners, due to the fact that this building is best suited to be used for multifamily residential housing needs.

SECTION FIVE: CERTIFICATION

	To be placed on the agenda of the regular meeting on the first Thursday of the month at 3:00 PM in the City Council Chambers, petition must be received on the first Thursday of the preceding month. Failure of the petitioner or the petitioner's representative to attend the Plan Commission hearing may result in items being tabled. Incomplete or erroneous petitions may delay items being heard by the Plan Commission.		
Petitioner's Signature		**Date**	1/6/22

NOTES:

1. Please forward this completed form and attachments to the Economic and Urban Development Department, Third Floor, Decatur Civic Center. Please make checks payable to the City of Decatur. See Schedule "A" for fees.
2. Signature of this petition grants permission to City staff to place a sign, indicating a request for zoning action, on the subject property at least 10 days prior to the Decatur City Plan Commission hearing. Said sign will be removed within 15 days of final action by City Council.
3. In the event a petition for rezoning is denied by the Council, another petition for a change to the same district shall not be filed within a period of one year from the date of denial, except upon the initiation of the City Council or the City Plan Commission after showing a change of circumstances which would warrant a renewal.
4. All petitions before the Decatur City Plan Commission are reviewed through the Development Technical Review (DTR) Process. Please consult the DTR Brochure for information related to this process.

Rev. 2 - 4/01

OFFICE USE ONLY	
Date Filed	
By	

City of Decatur Plan Commission
805 E Johns Ave

Case No:	22-02
Date:	March 03, 2022
Petition of:	City of Decatur
Requested Action:	Rezone from O-1 Office District to R-6 Multiple Dwelling District

N W E S

1 inch = 100 feet

MINUTES OF THE MEETING

OF THE

DECATUR CITY PLAN COMMISSION

Thursday, March 3, 2022
City Council Chamber, Decatur Civic Center

I. Call to Order and Determination of a Quorum

The March 3, 2022 meeting of the Decatur City Plan Commission was called to order at 3:00 P.M. in the City Council Chamber, Third Floor of the Decatur Civic Center, by Chairman Susie Peck who determined a quorum was present.

Members Present: Jason Drake, Bruce Frantz, Pat McDaniel, Matt Naber, Kent Newton, Maurice Payne, Timothy Wright, Susie Peck

Members Absent: Andrew Taylor, James Schwartz,

Staff Present: Greg Crowe, Joselyn Stewart, Jon Kindseth, Kathleen Wrigley, Deanna Buck

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

It was moved and seconded (McDaniel/Frantz) to approve the minutes of the December 4, 2021 meeting of the Decatur City Plan Commission. Motion carried.

III. New Business

A. Case No. 22-02 Petition of CITY OF DECATUR to rezone the property located at 805 East Johns Avenue from O-1 Office District to R-6 Multiple Dwelling District

It was moved and seconded (McDaniel/Frantz) to forward Case No. 22-02 to the City Council with a recommendation of approval as set forth in the staff report.

Mrs. Stewart discussed staff's recommendation for approval of the petition based on the staff report distributed to the Plan Commission prior to the meeting (staff report is on file and is available for reviewing by request).

Jon Kindseth, Petitioner, was sworn in by Deanna Buck. The petitioner explained the need for the conditional use permit for the subject site which is located at 805 East Johns Avenue and is currently zoned O-1 Office District. It is approximately 0.85 acres (37,400 square feet) and is currently developed as a Multi-Family Structure. The petitioner proposes to rezone the site from to O-1 Office District to R-6 Multiple Dwelling District to create a uniform zoning district for the site and surrounding area. The city will renovate and rehabilitate the property to be used by Dove for emergency transitional/permanent housing needs in Decatur.

Upon call of the roll, Commission members Jason Drake, Bruce Frantz, Pat McDaniel, Matt Naber, Kent Newton, Maurice Payne, Timothy Wright, and Susie Peck voted aye. Motion carried.

IV. Appearance of Citizens

No citizen expressed comments.

V. Comments and Information from Commission Members

No Comments.

VI. Adjournment

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

Upon call of the roll, Commission members Jason Drake, Bruce Frantz, Pat McDaniel, Matt Naber, Kent Newton, Maurice Payne, Timothy Wright, and Susie Peck voted aye.

Chairman Peck declared the meeting adjourned at 3:05 P.M.

_____

Bruce Frantz, Secretary, Decatur City Plan Commission

SUBJECT: Resolution Authorizing Weed Removal Contract - Azuish Enterprises LLC

ATTACHMENTS:

Description	Type
COUNCIL MEMO	Cover Memo
RESOLUTION	Resolution Letter
EXHIBIT	Exhibit

COMMUNITY DEVELOPMENT DEPARTMENT MEMORANDUM

No. 22-16

April 4, 2022

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl "Pat" Patrick, Director of Community Development
Susan Kretsinger, Neighborhood Inspections Manager

SUBJECT: Resolution Authorizing Weed Removal Contract

RECOMMENDATION: A resolution authorizing action regarding Weed Removal Contracts. City staff recommends approval.

BACKGROUND: The City had solicited bids to hire contractors to mow lots owned by the Macon County Trustee at various locations throughout the community in 2022. This includes the mowing of most City of Decatur owned property and privately-owned property that has come into violation of Chapter 48, Section 8.

Staff accepted bids for removal of grass and weeds from lots owned by the Macon County Trustee and the City of Decatur to be maintained at or below 5" (five inches) and for privately owned lots that have failed to comply with Chapter 48 Section 8 of the City Code of Decatur. The City is divided into 12 Districts with each District ranging from 57 to 112 lots. The total number of lots is 987 for 2022, up from 902 for 2021 and 846 in 2020. The cost of mowing the privately-owned violation lots is estimated using the costs from the 2021 mowing season, contractors are paid only for those work orders issued, completed and approved by Neighborhood Inspections Division staff.

Bid Specifications and Scope of Work are: The Contractor shall provide all labor, tools and equipment to cut weeds and grass from Macon County Trustee and City of Decatur owned lots (a lot is defined as having one Macon County tax identification number and specified in the official legal description, no other description is acceptable) in the City of Decatur. The Contractor will accept the responsibility of cutting weeds and grass cut to a height of less than three (3) inches and bushes and trees less than one and one-half (1 ½") inch in diameter cut and removed. The contract period shall be from the date of award through December 31, 2023. The City reserves the right to remove or add lots of up to 5% within each district.

The Contractor will be responsible for maintaining all Macon County Trustee and City of Decatur owned property within the awarded District beginning April 1 through October 30, 2023. The lots will not be allowed to grow in excess of five inches (5") in height.

The City of Decatur will issue a work order on privately-owned violation lots with each job assignment describing the work to be performed. The work order must be picked up within 24 hours after notification and completed within five (5) days after receipt. If, after five (5) days, the work order has not been completed, the work order will be withdrawn and reissued to another mowing contractor. Failure to perform within five (5) days may be considered a default. The Contractor will be paid for each work order completed. The Contractor shall not complete the work if it does not match the description on the work order. The completed work orders shall be returned to the Neighborhood Inspections Division.

The Contractor will be responsible for placing any large materials and/or debris in a central location or curbside for clean up by the City of Decatur. The Contractor will notify the Neighborhood Inspections Division, who will then initiate the appropriate process for removal.

This contract will be governed by the laws of the United States, the State of Illinois and the City of Decatur, Illinois.

STAFF REFERENCE: Susan Kretsinger at skretsinger@decaturil.gov or 217-424-2783.

RESOLUTION NO. R_____

RESOLUTION AUTHORIZING WEED REMOVAL CONTRACT
-AZUISH ENTERPRISES LLC-

WHEREAS, the City of Decatur solicited bids to hire private contractors to provide weed removal and mowing services on lots owned by the Macon County Trustee, the City of Decatur and privately-owned violation lots which have been divided into 12 districts; and,

WHEREAS, Districts 3, 8, 9 and 10 were awarded to Azuish Enterprises LLC; and

WHEREAS, the services provided shall extend to December 31, 2023.

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

Section 1. That the City of Decatur, Illinois is hereby, authorized and directed to make payments to Azuish Enterprises LLC, upon receipt of invoice for said weed removal at violation lots at $75 per mowing in Districts 3, 8, 9 and 10, for an estimated annual cost of $58,500 (Fifty-eight thousand five hundred dollars) and for the annual maintenance of District 3 at a cost of $39,916 (Thirty-nine thousand nine hundred sixteen dollars); District 8 at a cost of $39,840 (Thirty-nine thousand eight hundred forty dollars); District 9 at a cost of $40,800 (Forty thousand eight hundred dollars); and, District 10 at a cost of $33,120 (Thirty-three thousand one hundred twenty dollars).

PRESENTED AND ADOPTED this 4th day of April, 2022.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

EXHIBIT

2022 WEED ABATEMENT PROJECTED COSTS

AZUISH	MAINTENANCE ANNUAL COST	WORK ORDER VIOLATION RATE	2021 VIOLATION TOTALS	ESTIMATED VIOLATION COST	ESTIMATED ANNUAL COST
DIST 3	$39,916	$75	330	$24,750	$64,666
DIST 8	$39,840	$75	184	$13,800	$53,640
DIST 9	$40,800	$75	78	$5,850	$46,650
DIST 10	$33,120	$75	188	$14,100	$47,220
				$58,500	$212,176

JANDI	MAINTENANCE ANNUAL COST	WORK ORDER VIOLATION RATE	2021 VIOLATION TOTALS	ESTIMATED VIOLATION COST	ESTIMATED ANNUAL COST
DIST 2	$41,496	$80	129	$10,320	$51,816
DIST 4	$44,156	$80	49	$3,920	$48,076
DIST 11	$44,156	$80	85	$6,800	$50,956
DIST 12	$50,008	$80	168	$13,440	$63,448
				$34,480	$214,296

SHEMILAH	MAINTENANCE ANNUAL COST	WORK ORDER VIOLATION RATE	2021 VIOLATION TOTALS	ESTIMATED VIOLATION COST	ESTIMATED ANNUAL COST
DIST 1	$31,000	$85	72	$6,120	$37,120

F & E	MAINTENANCE ANNUAL COST	WORK ORDER VIOLATION RATE	2021 VIOLATION TOTALS	ESTIMATED VIOLATION COST	ESTIMATED ANNUAL COST
DIST 5	$42,065	$75	218	$16,350	$58,415

KAUFMAN	MAINTENANCE ANNUAL COST	WORK ORDER VIOLATION RATE	2021 VIOLATION TOTALS	ESTIMATED VIOLATION COST	ESTIMATED ANNUAL COST
DIST 6	$21,700	$80	112	$8,960.00	$30,660.00

INHERITED	MAINTENANCE ANNUAL COST	WORK ORDER VIOLATION RATE	2021 VIOLATION TOTALS	ESTIMATED VIOLATION COST	ESTIMATED ANNUAL COST
DIST 7	$31,920	$85	216	$18,360	$50,280

ESTIMATED TOTAL 2022 COST	$602,947.00

SUBJECT: Resolution Authorizing Weed Removal Contract - Jandi Services

ATTACHMENTS:

Description	Type
RESOLUTION	Resolution Letter

RESOLUTION NO. R_____

RESOLUTION AUTHORIZING WEED REMOVAL CONTRACT
-JANDI SERVICES-

WHEREAS, the City of Decatur solicited bids to hire private contractors to provide weed removal and mowing services on lots owned by the Macon County Trustee, the City of Decatur and privately-owned violation lots which have been divided into 12 districts; and,

WHEREAS, Districts 2, 4, 11 and 12 were awarded to Jandi Services; and

WHEREAS, the services provided shall extend to December 31, 2023.

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

Section 1. That the City of Decatur, Illinois is hereby, authorized and directed to make payments to Jandi Services, upon receipt of invoice for said weed removal at violation lots at $80 per mowing in Districts 2, 4,11 and 12, for an estimated annual cost of $34,480 (Thirty-four thousand four hundred eighty dollars) and for the annual maintenance of District 2 at a cost of $41,496 (Forty-one thousand four hundred ninety six dollars); District 4 at a cost of $44,156 (Forty-four thousand one hundred fifty six dollars); District 11 at a cost of $44,156 (Forty-four thousand one hundred fifty six dollars); and, District 12 at a cost of $50,008 (Fifty thousand eight dollars).

PRESENTED AND ADOPTED this 4th day of April 2022.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

SUBJECT: Resolution Authorizing Weed Removal Contract - Shemilah Outreach

ATTACHMENTS:

Description	Type
RESOLUTION	Resolution Letter

RESOLUTION NO. R_____

RESOLUTION AUTHORIZING WEED REMOVAL CONTRACT
-SHEMILAH OUTREACH-

WHEREAS, the City of Decatur solicited bids to hire private contractors to provide weed removal and mowing services on lots owned by the Macon County Trustee, the City of Decatur and privately-owned violation lots which have been divided into 12 districts; and,

WHEREAS, District 1 was awarded to Shemilah Outreach; and

WHEREAS, the services provided shall extend to December 31, 2023.

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

Section 1. That the City of Decatur, Illinois is hereby, authorized and directed to make payments to Shemilah Outreach, upon receipt of invoice for said weed removal at violation lots at $85 per mowing in District 1, for an estimated annual cost of $6,120 (Six thousand one hundred twenty dollars) and for the annual maintenance of District 1 at a cost of $31,000 (Thirty-one thousand dollars).

PRESENTED AND ADOPTED this 4th day of April 2022.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

SUBJECT: Resolution Authorizing Weed Removal Contract - F & E Lawn and Janitorial Services LLC

ATTACHMENTS:

Description	Type
RESOLUTION	Resolution Letter

RESOLUTION NO. R_____

RESOLUTION AUTHORIZING WEED REMOVAL CONTRACT
-F & E LAWN AND JANITORIAL SERVICES LLC-

WHEREAS, the City of Decatur solicited bids to hire private contractors to provide weed removal and mowing services on lots owned by the Macon County Trustee, the City of Decatur and privately-owned violation lots which have been divided into 12 districts; and,

WHEREAS, District 5 was awarded to F & E Lawn and Janitorial Services LLC; and

WHEREAS, the services provided shall extend to December 31, 2023.

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

Section 1. That the City of Decatur, Illinois is hereby, authorized and directed to make payments to F & E Lawn and Janitorial Services LLC, upon receipt of invoice for said weed removal at violation lots at $75 per mowing in District 5, for an estimated annual cost of $16,350 (Sixteen thousand three hundred fifty dollars) and for the annual maintenance of District 5 at a cost of $42,065 (Forty-two thousand sixty five dollars).

PRESENTED AND ADOPTED this 4th day of April 2022.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

SUBJECT: Resolution Authorizing Weed Removal Contract - Jim Kaufman Lawn Care

ATTACHMENTS:

Description	Type
RESOLUTION	Resolution Letter

RESOLUTION NO. R_____

RESOLUTION AUTHORIZING WEED REMOVAL CONTRACT
-JIM KAUFMAN LAWN CARE-

WHEREAS, the City of Decatur solicited bids to hire private contractors to provide weed removal and mowing services on lots owned by the Macon County Trustee, the City of Decatur and privately-owned violation lots which have been divided into 12 districts; and,

WHEREAS, District 6 was awarded to Jim Kaufman Lawn Care; and

WHEREAS, the services provided shall extend to December 31, 2023.

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

Section 1. That the City of Decatur, Illinois is hereby, authorized and directed to make payments to Jim Kaufman Lawn Care, upon receipt of invoice for said weed removal at violation lots at $80 per mowing in District 6, for an estimated annual cost of $8,960 (Eight thousand nine hundred sixty dollars) and for the annual maintenance of District 6 at a cost of $21,700 (Twenty-one thousand seven hundred dollars).

PRESENTED AND ADOPTED this 4th day of April 2022.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

SUBJECT: Resolution Authorizing Weed Removal Contract - Inherited Services LLC

ATTACHMENTS:

Description	Type
RESOLUTION	Resolution Letter

RESOLUTION NO. R_____

RESOLUTION AUTHORIZING WEED REMOVAL CONTRACT
-INHERITED SERVICES LLC-

WHEREAS, the City of Decatur solicited bids to hire private contractors to provide weed removal and mowing services on lots owned by the Macon County Trustee, the City of Decatur and privately-owned violation lots which have been divided into 12 districts; and,

WHEREAS, District 7 was awarded to Inherited Services LLC; and

WHEREAS, the services provided shall extend to December 31, 2023.

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

Section 1. That the City of Decatur, Illinois is hereby, authorized and directed to make payments to Inherited Services LLC, upon receipt of invoice for said weed removal at violation lots at $85 per mowing in District 7, for an estimated annual cost of $18,360 (Eighteen thousand three hundred sixty dollars) and for the annual maintenance of District 7 at a cost of $31,920 (Thirty-one thousand nine hundred twenty dollars).

PRESENTED AND ADOPTED this 4th day of April 2022.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

SUBJECT: Ordinance Amending City Code- Chapter 25, Electrical Commission, Electrical Contractors and Licensed Electricians

ATTACHMENTS:

Description	Type
Council Memo	Cover Memo
Ordinance	Ordinance
Clean Copy of Chapter 25 with Edits	Backup Material

ECONOMIC AND COMMUNITY DEVELOPMENT MEMORANDUM
No. 22-15

March 31, 2022

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl "Pat" Patrick, Director of Economic & Community Development
Greg Crowe, Assistant Director of Economic & Community Development
David Greenwell, Building Official

SUBJECT: Ordinance Amending City Code- Chapter 25, Electrical Commission, Electrical Contractors and Licensed Electricians

SUMMARY RECOMMENDATION: Staff recommends the proposed ordinance amendment regarding Chapter 25, Electrical Commission, Electrical Contractors and Licensed Electricians be approved and adopted into City Code.

BACKGROUND: City Code Chapter 25 was in need of amendment to remove outdated processes and clarify application procedures that include:

1. Changing definition of "electrical contractor" to be less confusing and clarify distinction between electrical contractor, employees and supervising electricians.
2. Required qualifications of a Supervising Electrician employed by the Licensed Contractor and removal of reciprocity for obtaining a City of Decatur license. The International Code Council's Master Electrician exam is the standard testing used for verification of licensing requirements for electricians by the City of Decatur and other jurisdictions and is available through multiple testing centers. Requiring the ICC test along with proof of qualified experience is a simple and consistent way for licensed electrical contractors to meet our requirements while ensuring the health and safety of our residents.
3. Composition and leadership of the Electrical Commission.

POTENTIAL OBJECTIONS: None we are aware of

INPUT FROM OTHER SOURCES: The City's Electrical Commission approved of all the proposed changes at their March 23, 2022 meeting.

STAFF REFERENCE: Should the City Council have any questions, they may contact David Greenwell at 217-424-2787 or email at dgreenwell@decaturil.gov or Greg Crowe at 217-424-2786 or email at gcrowe@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None.

ORDINANCE NO. _____

ORDINANCE AMENDING CITY CODE
– CHAPTER 25 –
-ELECTRICAL COMMISSION, ELECTRICAL
CONTRACTORS AND LICENSED ELECTRICIANS -

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

Section 1. That Chapter 25 of the City Code of the City of Decatur, Illinois, be, and the same is hereby, modified and amended by renaming the Chapter "Electrical Commission and Licensed Electrical Contractors."

Section 2. That Chapter 25 of the City Code of the City of Decatur, Illinois, be, and the same is hereby, modified and amended by amending and adding language to Section 2, Section 3, Section 4, Section 5, Section 6, Section 8, Section 9 and Section 10. Said Sections as so modified and amended, shall provide as follows:

2. **DEFINITIONS.** As used in this Chapter, the following terms shall have the meanings set out herein:

A. ELECTRICAL CONTRACTOR means any person, firm or corporation engaged in the business of installing, altering, or servicing of electrical equipment as herein defined. "Electrical Contractor" does not include employees employed by such contractor to do or supervise such work.

B. ELECTRICAL EQUIPMENT means conductors and other equipment installed for the utilization of electricity for lights, heat or power, but does not include radio apparatus or equipment for wireless reception of sound and signals, or apparatus, conductors or other equipment installed for or by public utilities, including common carriers, which are under the jurisdiction of the Illinois Commerce Commission, for use in their operation as public utilities.

C. COMMISSION means the Electrical Commission of the City of Decatur, as established by this Chapter.

3. **LICENSE REQUIRED**.

(A) All electrical work in the City shall be done by a licensed electrical contractor or its employees except as otherwise provided in this chapter. Before any person, firm or corporation shall engage in the business of electrical contracting in the City, said entity shall be required to have a license and pay a license fee.

(B) The license requirements of subsection A above shall not apply to persons residing, or intending to reside, in a single-family dwelling owned by such person or persons and who install, alter or service electrical equipment therein - provided that, said owner/occupant must submit to a minimum written test and pass said test with a satisfactory score of 70% and such person or persons must reside in said residence for not less than six (6) months after completion of such work, and that such work is subject to all other requirements of applicable Code or ordinance. If applicant does not pass said first test on first attempt, the test can be retaken after 90 days.

4. **APPLICATION FOR LICENSE.** Any person, firm or corporation desiring a license as an electrical contractor in the City of Decatur shall make application on form provided by the Economic and Community Development Department, Building Inspections Division stating the name and place of business of the applicant and the name of an employee of the applicant who will act as Supervising Electrician responsible for the performance of and/or supervision of any and all electrical work to performed as authorized by a permit obtained by the applicant. The City Building Official, Electrical Inspector or the Building Official's designee shall then review and approve this application, if all qualifications and examination requirements are met.

5. **CHANGES IN LICENSE.** If during a license period there is any change pertaining to shareholders individually holding in the aggregate more than 5 percent of the corporate shares, or pertaining to the officers or managers, of a license, such change shall be reported to the Building Inspections division within 10 days of such change.

6. **APPROVAL OF THE SUPERVISING ELECTRICIAN.** Each applicant shall name a Supervising Electrician responsible for the performance of and/or supervision of any and all electrical work to performed as authorized by a permit obtained by the applicant.

(A) The supervising electrician shall meet the following qualifications:

1. Provide proof of one of the following:

a. Professionally Licensed Electrical Engineer

b. Not less than four years practical experience in the field of electrical construction for power, light, and heat or related work, which can be verified, under the direction of a licensed electrician or licensed electrical contractor.

2. Provide proof of a passing score of the International Code Council Master Electrician exam.

(B) The Supervising Electrician shall be employed with the electrical contractor, and should be available if necessary for any and all inspections if requested by the Building Inspections Division

(C) In the event of any change or termination of the Supervising Electrician, the licensed electrical contractor must have another named Supervising Electrician who meets the qualifications of Subsection 5 of this Chapter apply within 10 days for review and re-license

8. **REVOCATION OF LICENSE(S).** Licenses provided for herein may be suspended or revoked by the Commission for cause and after public hearing held upon reasonable notice to the licensee. Causes for revocation of license or suspension thereof include the

following: (a) failure of a licensee to comply with the provisions of this Chapter or any reasonable direction of the Building Inspections Division; (b) failures of the licensee to complete permitted jobs in a workmanlike manner; (c) transferring or loaning license to an unlicensed individual, that is, allowing an unlicensed individual to use license to obtain permits or perform work without being employed by the licensee; or (d) other just cause. No electrical contractor having had a license revoked shall again be licensed except after approval by the Commission and with the consent of the City Manager.

9. **COMMISSION ESTABLISHED.** There is hereby created the Electrical Commission of the City of Decatur, Illinois which shall consist of seven (7) residents of the City to be appointed by the Mayor with the advice and consent of the Council. To the extent practicably possible, the Commission shall include one (1) employee of a licensed electrical contractor, one (1) officer of Local IBEW, one (1) licensed professional engineer, one (1) representative of an electrical utility, one (1) representative of an electrical equipment distributor and the Chief of the Decatur Fire Department or his representative; however, no action or decision of the Commission shall be invalid for failure to have on the Commission, or in attendance at the meeting or hearing whereat the action or decision was taken or made, any person meeting any of the criteria listed herein. Commission members shall serve for a term of three years, said terms to commence the first day of December. Vacancies shall be filled by the Mayor with advice and consent of the Council for the unexpired terms.

10. **RULES AND REGULATIONS.** The Commission shall meet and elect a Chairperson. The Commission shall meet on a regular basis as necessary to perform its duties.The Commission shall review all new Code changes, jointly with the Building Inspections Manager, prepare revisions to this Chapter 25 (Electrical Commission and Licensed Electrical Contractors) and Chapter 69 (City Electrical Code) (excluding permit fees) and consult with the Building Inspections Manager and Electrical Inspectors. The Commission shall promulgate and adopt such necessary reasonable rules and regulations not inconsistent with statute, code or ordinance as may be required to carry out the purposes and intent of this Chapter and its duties and responsibilities under the provisions hereof and shall keep a record of such rules and regulations along with the minutes of all its acts and doings.

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 4th day of April 2022.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

PUBLISHED this _____day of_____, 2022

_____
Kim Althoff, City Clerk

ADDITIONS AND ~~DELETIONS~~

CHAPTER 25

ELECTRICAL COMMISSION~~,~~ AND LICENSED ELECTRICAL CONTRACTORS ~~AND LICENSED ELECTRICIANS~~

2. **DEFINITIONS.** As used in this Chapter, the following terms shall have the meanings set out herein:

A. ELECTRICAL CONTRACTOR means any person, firm or corporation engaged in the business of installing, altering, or servicing of electrical equipment as herein defined. "Electrical Contractor" does not include employees employed by such contractor to do or supervise such work.~~, and has passed an examination as required by this ordinance and licensed by the City of Decatur or any City in the State of Illinois with a reciprocal agreement as herein defined.~~

B. ELECTRICAL EQUIPMENT means~~:~~ ~~Conductors~~ conductors and other equipment installed for the utilization of electricity for lights, heat or power, but does not include radio apparatus or equipment for wireless reception of sound and signals, or apparatus, conductors or other equipment installed for or by public utilities, including common carriers, which are under the jurisdiction of the Illinois Commerce Commission, for use in their operation as public utilities.

C. COMMISSION means~~:~~ ~~The~~ the Electrical Commission of the City of Decatur, as established by this Chapter.

~~D. RECIPROCITY means: Any person, firm, or corporation who is licensed for the current year in any city, village, or town in the State of Illinois where requirements of licensing are equal to or greater than the requirements of the City of Decatur may obtain a City of Decatur~~

~~Electrical Contractor's license by filing an application, paying the $100.00 registration fee, and providing a copy of their current license from the aforementioned city, village, or town.~~

3. **LICENSE REQUIRED**. (A) All electrical work in the City shall be done by a licensed electrical contractor or its employees except as otherwise provided in this chapter. Before any person, firm or corporation shall engage in the business of electrical contracting in the City, said entity shall be required to have a license and pay a license fee. ~~No corporation, partnership, or other person shall install, alter or service electrical equipment in the City of Decatur, Illinois, without first having obtained a license as an Electrical Contractor in the City of Decatur except that, any Electrical Contractor who obtains a City of Decatur license through reciprocity may install, alter or service electrical equipment in this City without securing an additional license so long as such contractor complies with the rules and regulations and provisions of ordinance of this City.~~

(B) The license requirements of subsection ~~(~~A~~)~~ above ~~hereof~~ shall not apply~~:~~

~~to persons working under the supervision of a person licensed under the provisions of subsection (A); or, (Amended, Ordinance No. 2009-65, September 8, 2009)~~

~~(2)~~ to persons residing, or intending to reside, in a single~~-~~family dwelling owned by such person or persons and who install, alter or service electrical equipment therein - provided that, said owner/occupant must submit to a minimum written test ~~as prescribed by the Electrical Commission~~ and pass said test with a satisfactory score of 70% and such person or persons must reside in said residence for not less than six (6) months after completion of such work, and that such work is subject to all other requirements of applicable Code or ordinance. If applicant does not pass said first test on first attempt, the test can be retaken after 90 days.

~~(3) to any corporation, partnership, municipal corporation, or other public or private entity installing, altering or servicing electrical equipment owned by such entity, in the course of normal or emergency maintenance; provided that, all such work is supervised or administered by a licensed contractor employed by such entity. "Installing", as used herein, shall not apply to the construction of a new building or to the remodeling of an existing building, the cost of which remodeling exceeds 30% of the cost of a comparable new building~~.

4. **APPLICATION FOR ~~TESTING~~LICENSE.** Any person, firm or corporation ~~individual~~ desiring a license as an electrical contractor in the City of Decatur shall make application on form provided by the Economic and Community Development Department, Building Inspections Division stating the name and place of business of the applicant and the name of an employee of the applicant who will act as Supervising Electrician responsible for the performance of and/or supervision of any and all electrical work to performed as authorized by a permit obtained by the applicant. ~~This application shall then be~~ The City Building Official, Electrical Inspector or the Building Official's designee shall then review and approve this application, if all qualifications and examination requirements are met. ~~presented to the City Electrical Commission to review.~~

5. **CHANGES IN LICENSE.** If during a license period there is any change pertaining to shareholders individually holding in the aggregate more than 5 percent of the corporate shares, or pertaining to the officers or managers, of a license, such change shall be reported to the Building Inspections division within 10 days of such change.

6~~5~~. **~~QUALIFICATIONS OF APPLICANT~~APPROVAL OF THE SUPERVISING ELECTRICIAN.** Each applicant shall name a Supervising Electrician responsible for the performance of and/or supervision of any and all electrical work to performed as authorized by a permit obtained by the applicant.

(A) The supervising electrician shall meet the following qualifications:

~~be at least 21 years of age~~ 1. Provide proof of one of the following:

~~and~~ a. Professionally Licensed Electrical Engineer~~shall s~~

b. ~~how proof of not~~ Not less than four years practical experience in the field of electrical construction for power, light, and heat ~~under the direction of a licensed electrician,~~ or related work, which can be verified, under the direction of a licensed electrician or licensed electrical contractor.

~~or have satisfactorily completed an approved course in the particular subject in a recognized school. Such course shall be a minimum of four (4) years. Either or both qualifications shall be verified by the licensed contractor or school directly to the Electrical Commission at least two (2) weeks prior to the examination.~~

~~6. **EXAMINATION.** Once approval is granted by the Electrical Commission the applicant shall make arrangements on his own to take~~2. Provide proof of a passing score of the International Code Council ~~"Standard~~ Master Electrician~~"~~ exam. ~~as prepared and administered by the International Code Council National Contractor Trades Examination Program. Proof of a passing score will then be submitted to the Building Inspections Division in order to obtain a license.~~

(B) The Supervising Electrician shall be employed with the electrical contractor, and should be available if necessary for any and all inspections if requested by the Building Inspections Division

(C) In the event of any change or termination of the Supervising Electrician, the licensed electrical contractor must have another named Supervising Electrician who meets the qualifications of Subsection 5 of this Chapter apply within 10 days for review and re-license.

8. **REVOCATION OF LICENSE(S).** Licenses provided for herein may be suspended or revoked by the Commission for cause and after public hearing held upon reasonable notice to the licensee. Causes for revocation of license or suspension thereof include the following: (a) ~~Repeated~~ failure of a licensee to comply with the provisions of this Chapter or any reasonable direction of the Building Inspections Division; (b) ~~repeated~~ failures of the licensee to complete permitted jobs in a workmanlike manner; (c) transferring or loaning license to an unlicensed individual, that is, allowing an unlicensed individual to use license to obtain permits or perform work without being employed by ~~a~~ the licensee; or (d) other just cause. No ~~electrician~~ electrical contractor having had a license revoked shall again be licensed except after ~~re-examination and~~ approval by the Commission and with the consent of the City Manager. ~~Decisions of the Commission revoking or suspending licenses may be appealed to the Decatur City Council, and such decision may only be reversed by said Council by the affirmative vote of five (5) or more members of the Council. Application for such appeal shall be submitted to the City Clerk within ten (10) days of the Commission's final decision.~~

9. **COMMISSION ESTABLISHED.** There is hereby created the Electrical Commission of the City of Decatur, Illinois which shall consist of seven (7) residents of the City to be appointed by the Mayor with the advice and consent of the Council. To the extent practicably possible, the Commission shall include one (1) employee of a licensed electrical contractor~~, one (1) licensed electrician~~, one (1) officer of Local IBEW, one (1) licensed professional engineer, one (1) representative of an electrical utility, one (1) representative of an electrical ~~product manufacturer~~equipment distributor and the Chief of the Decatur Fire Department or his representative; however, no action or decision of the Commission shall be invalid for failure to have on the Commission, or in attendance at the meeting or hearing whereat the action or decision

was taken or made, any person meeting any of the criteria listed herein. Commission members shall serve for a term of three years, said terms to commence the first day of December. Vacancies shall be filled by the Mayor with advice and consent of the Council for the unexpired terms.

10. **RULES AND REGULATIONS.** The Commission shall meet and elect ~~officers~~ a Chairperson. ~~for each calendar year. A Chairperson, Vice Chairperson and a Secretary shall be elected for a term of one (1) year.~~ The Commission shall meet on a regular basis as necessary to perform its duties.~~, with the Chairperson reporting to the Mayor for consultation and guidance.~~ The Commission shall~~ review all applicants for testing, write or approve examinations for licensing,~~ review all new Code changes, jointly with the Building Inspections Manager, prepare revisions to this Chapter 25 (Electrical Commission and Licensed Electrical Contractors) and Chapter 69 (City Electrical Code) (excluding permit fees) and consult with the Building Inspections Manager and Electrical Inspectors. The Commission shall promulgate and adopt such necessary reasonable rules and regulations not inconsistent with statute, code or ordinance as may be required to carry out the purposes and intent of this Chapter and its duties and responsibilities under the provisions hereof and shall keep a record of such rules and regulations along with the minutes of all its acts and doings.

CHAPTER 25

ELECTRICAL COMMISSION AND LICENSED ELECTRICAL CONTRACTORS

1. **BUILDING OFFICIAL AND INSPECTION DIVISION.** Whenever the words "Inspection Division" are used in this chapter, it shall refer to the Building Inspections Division of the Economic and Community Development Department of the City of Decatur, Illinois.

(Amended, Ordinance No. 2017-07, February 6, 2017)
(Amended, Ordinance No. 2010-03, February 1, 2010)
(Amended, Ordinance No. 2000-11, March 13, 2000)

2. **DEFINITIONS.** As used in this Chapter, the following terms shall have the meanings set out herein:

A. ELECTRICAL CONTRACTOR means any person, firm or corporation engaged in the business of installing, altering, or servicing of electrical equipment as herein defined. "Electrical Contractor" does not include employees employed by such contractor to do or supervise such work. (Amended, Ordinance No. 2009-65, September 8, 2009)

B. ELECTRICAL EQUIPMENT means conductors and other equipment installed for the utilization of electricity for lights, heat or power, but does not include radio apparatus or equipment for wireless reception of sound and signals, or apparatus, conductors or other equipment installed for or by public utilities, including common carriers, which are under the jurisdiction of the Illinois Commerce Commission, for use in their operation as public utilities.

Revised 02/2017

C. COMMISSION means the Electrical Commission of the City of Decatur, as established by this Chapter.

(Amended, Ordinance No. 2010-03, February 1, 2010)
(Amended, Ordinance No. 2009-65, September 8, 2009)

3. **LICENSE REQUIRED**. (A) All electrical work in the City shall be done by a licensed electrical contractor or its employees except as otherwise provided in this chapter. Before any person, firm or corporation shall engage in the business of electrical contracting in the City, said entity shall be required to have a license and pay a license fee.

(Amended, Ordinance No. 2009-65, September 8, 2009)

. (B) The license requirements of subsection A above shall not apply to persons residing, or intending to reside, in a single-family dwelling owned by such person or persons and who install, alter or service electrical equipment therein - provided that, said owner/occupant must submit to a minimum written test and pass said test with a satisfactory score of 70% and such person or persons must reside in said residence for not less than six (6) months after completion of such work, and that such work is subject to all other requirements of applicable Code or ordinance. If applicant does not pass said first test on first attempt, the test can be retaken after 90 days.

(Amended, Ordinance No. 95-15, April 3, 1995)

4. **APPLICATION FOR LICENSE.** Any person, firm or corporation desiring a license as an electrical contractor in the City of Decatur shall make application on form provided by the Economic and Community Development Department, Building Inspections Division stating the name and place of business of the applicant and the name of an employee of the applicant who will act as Supervising Electrician responsible for the performance of and/or

supervision of any and all electrical work to performed as authorized by a permit obtained by the applicant. The City Building Official, Electrical Inspector or the Building Official's designee shall then review and approve this application, if all qualifications and examination requirements are met.

(Amended, Ordinance No. 2017-07, February 6, 2017)
(Amended, Ordinance No. 2010-03, February 1, 2010)
(Amended, Ordinance No. 2009-65, September 8, 2009)
(Amended, Ordinance No. 2008-43, June 16, 2008)
(Amended, Ordinance No. 2004-73, September 20, 2004)
(Amended, Ordinance No. 2000-11, March 13, 2000)
(Amended, Ordinance No. 99-31, April 5, 1999)

5. **CHANGES IN LICENSE.** If during a license period there is any change pertaining to shareholders individually holding in the aggregate more than 5 percent of the corporate shares, or pertaining to the officers or managers, of a license, such change shall be reported to the Building Inspections division within 10 days of such change.

6. **APPROVAL OF THE SUPERVISING ELECTRICIAN.** Each applicant shall name a Supervising Electrician responsible for the performance of and/or supervision of any and all electrical work to performed as authorized by a permit obtained by the applicant.

(A) The supervising electrician shall meet the following qualifications:

1. Provide proof of one of the following:

a. Professionally Licensed Electrical Engineer

b. Not less than four years practical experience in the field of electrical construction for power, light, and heat or related work, which can be verified, under the direction of a licensed electrician or licensed electrical contractor.

2. Provide proof of a passing score of the International Code Council Master Electrician exam.

(B) The Supervising Electrician shall be employed with the electrical contractor, and should be available if necessary for any and all inspections if requested by the Building Inspections Division

(C) In the event of any change or termination of the Supervising Electrician, the licensed electrical contractor must have another named Supervising Electrician who meets the qualifications of Subsection 5 of this Chapter apply within 10 days for review and re-license.

(Amended, Ordinance No. 2010-03, February 1, 2010)
(Amended, Ordinance No. 2008-43, June 16, 2008)

7. **LICENSE FEE.** Licenses shall be issued annually for the period of January 1 through December 31 of the next succeeding year with an annual fee of $100.00. Licenses fee shall be received before the 1st day of February renewal. Renewal means any person, firm or corporation having received a City of Decatur Electrical Contractor License as provided for in this Chapter has the right, without examination, to have that license renewed annually upon presentation of required documents and payment of license fee. If, however, the aforementioned license has not been renewed for one year or more then that person, firm, or corporation will be subject to requirements as provided in this Chapter for a new license applicant.

(Amended, Ordinance No. 2009-65, September 8, 2009)

8. **REVOCATION OF LICENSE(S).** Licenses provided for herein may be suspended or revoked by the Commission for cause and after public hearing held upon reasonable notice to the licensee. Causes for revocation of license or suspension thereof include the following: (a) failure of a licensee to comply with the provisions of this Chapter or any reasonable direction of the Building Inspections Division; (b) failures of the licensee to complete permitted jobs in a workmanlike manner; (c) transferring or loaning license to an unlicensed individual, that is, allowing an unlicensed individual to use license to obtain permits or perform work without being

employed by the licensee; or (d) other just cause. No electrical contractor having had a license revoked shall again be licensed except after approval by the Commission and with the consent of the City Manager.

(Amended, Ordinance No. 2008-80, October 20, 2008)
(Amended, Ordinance No. 99-31, April 5, 1999)

9. **COMMISSION ESTABLISHED.** There is hereby created the Electrical Commission of the City of Decatur, Illinois which shall consist of seven (7) residents of the City to be appointed by the Mayor with the advice and consent of the Council. To the extent practicably possible, the Commission shall include one (1) employee of a licensed electrical contractor, one (1) officer of Local IBEW, one (1) licensed professional engineer, one (1) representative of an electrical utility, one (1) representative of an electrical equipment distributor and the Chief of the Decatur Fire Department or his representative; however, no action or decision of the Commission shall be invalid for failure to have on the Commission, or in attendance at the meeting or hearing whereat the action or decision was taken or made, any person meeting any of the criteria listed herein. Commission members shall serve for a term of three years, said terms to commence the first day of December. Vacancies shall be filled by the Mayor with advice and consent of the Council for the unexpired terms.

(Amended, Ordinance No. 2005-15, March 7, 2005)
(Amended, Ordinance No. 99-31, April 5, 1999)

10. **RULES AND REGULATIONS.** The Commission shall meet and elect a Chairperson. The Commission shall meet on a regular basis as necessary to perform its duties. The Commission shall review all new Code changes, jointly with the Building Inspections Manager, prepare revisions to this Chapter 25 (Electrical Commission and Licensed Electrical Contractors) and Chapter 69 (City Electrical Code) (excluding permit fees) and consult with the

Building Inspections Manager and Electrical Inspectors. The Commission shall promulgate and adopt such necessary reasonable rules and regulations not inconsistent with statute, code or ordinance as may be required to carry out the purposes and intent of this Chapter and its duties and responsibilities under the provisions hereof and shall keep a record of such rules and regulations along with the minutes of all its acts and doings.

(Amended, Ordinance No. 2010-03, February 1, 2010)
(Amended, Ordinance No. 99-31, April 5, 1999)

11. **SEVERABILITY.** If any section, sub-section, paragraph, sentence, clause or phrase of this Chapter should be declared invalid for any reason, such decision shall not affect the remaining portions of this Chapter which shall remain in full force and effect and to this end the provisions of this Chapter are declared to be severable.

12. **PENALTY.** Any person, firm or corporation who violates any provision of this Chapter shall be fined not less than One Hundred Fifty Dollars ($150.00) nor more than Five Hundred Dollars ($500.00) for each offense and every day that such violation continues may be deemed to be a separate offense. (Amended, Ordinance No. 2011-66, October 31, 2011)

Legal Department

DATE: 3/31/2022

MEMO:

TO: Honorable Mayor and City Council Members

FROM:

SUBJECT: Ordinance Amending City Code Chapter 64 Water Service as it relates to rate increases

SUMMARY RECOMMENDATION: Due to the significant increase in inflation, along with the Council's desire to provide relief to our residents and businesses, this Ordinance reduces the automatic rate increases in the water service Ordinance. Without this Council action, the water service rates would likely increase by approximately 8% on May 1. This Ordinance decreases this rate increase to 2.5%.

ATTACHMENTS:

Description	Type
Ordinance Amending City Code Chapter 64 Water Service	Ordinance

ORDINANCE NO. _____

ORDINANCE AMENDING CITY CODE
- CHAPTER 64 –
- WATER SERVICE –

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

SECTION 1. That Chapter 64 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Section 10, so that Section 10 as so modified and amended, shall provide as follows:

10. WATER CHARGES. The water charges shall be based upon the classification of service, the meter size and the quantity of water furnished monthly as follows:…

…Effective May 1, 2016, and continuing annually on May 1 thereafter, all water meter, water quantity, fire hydrant and water station charges contained in this Chapter will increase by 2.5 percent or by the annual percentage change of the U.S. Department of Labor Midwest Urban Consumer Price Index for each corresponding May 1 to April 30 time period, whichever is greater, except for the May 1, 2022 to April 30, 2023 time period for which the increase will be by 2.5 percent.

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 4th day of April, 2022.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
CITY CLERK

PUBLISHED this _____ day of _____, 2022.

_____
CITY CLERK

ADDITIONS AND ~~DELETIONS~~

CHAPTER 64
- WATER SERVICES –

10. WATER CHARGES. The water charges shall be based upon the classification of service, the meter size and the quantity of water furnished monthly as follows:…

…Effective May 1, 2016, and continuing annually on May 1 thereafter, all water meter, water quantity, fire hydrant and water station charges contained in this Chapter will increase by 2.5 percent or by the annual percentage change of the U.S. Department of Labor Midwest Urban Consumer Price Index for each corresponding May 1 to April 30 time period, whichever is greater, except for the May 1, 2022 to April 30, 2023 time period for which the increase will be by 2.5 percent.

Legal Department

DATE: 3/31/2022

MEMO:

TO: Honorable Mayor and City Council Members

FROM:

SUBJECT: Ordinance Amending City Code Chapter 66 Regulation of Lake Decatur as it relates to permit fees

SUMMARY RECOMMENDATION: Due to the significant increase in inflation, along with the Council's desire to provide relief to our residents, this Ordinance reduces the automatic rate increase for lake fees. Without this Council action, the annual permit fees for Lake Decatur would likely increase by approximately 8% on May 1st. This Ordinance decreases this rate increase to 2.5%.

ATTACHMENTS:

Description	Type
Ordinance Amending City Code Chapter 66 Regulation of Lake Decatur	Ordinance

ORDINANCE NO. _____

ORDINANCE AMENDING CITY CODE
- CHAPTER 66 –
- REGULATION OF LAKE DECATUR –

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

SECTION 1. That Chapter 66 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Section 55, so that Section 55 as so modified and amended, shall provide as follows:

55. ANNUAL PERMIT FEE ADJUSTMENT. Effective March 1, 2017, and continuing annually on March 1 thereafter, all permit fees contained in Sections 19.D., 19.G., 34. and 47.(l) of this Chapter will increase by 2.5 percent or by the annual percentage change of the U.S. Department of Labor Midwest Urban Consumer Price Index for each corresponding preceding January 1 to December 31 time period, whichever is greater, except for the year 2022 for which the increase will be by 2.5 percent, and rounded up to the next $0.50 increment.

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 4th day of April, 2022.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
CITY CLERK

PUBLISHED this _____ day of _____, 2022.

_____
CITY CLERK

ADDITIONS AND ~~DELETIONS~~

CHAPTER 66
- REGULATION OF LAKE DECATUR –

55. ANNUAL PERMIT FEE ADJUSTMENT. Effective March 1, 2017, and continuing annually on March 1 thereafter, all permit fees contained in Sections 19.D., 19.G., 34. a~~A~~nd 47.(l) of this Chapter will increase by 2.5 percent or by the annual percentage change of the U.S. Department of Labor Midwest Urban Consumer Price Index for each corresponding preceding January 1 to December 31 time period, whichever is greater, except for the year 2022 for which the increase will be by 2.5 percent, and rounded up to the next $0.50 increment.

Legal Department

DATE: 3/31/2022

MEMO:

TO: Honorable Mayor and City Council Members

FROM:

SUBJECT: Ordinance Amending Chapter 74 Sanitary Sewer System as it relates to User Rates

SUMMARY RECOMMENDATION: Due to the significant increase in inflation, along with the Council's desire to provide relief to our residents and businesses, this Ordinance reduces the automatic rate increases in sewer service charges. Without this Council action, the sewer rates would likely increase by approximately 8% on May 1st. This Ordinance decreases this rate increase to 2.5%.

BACKGROUND:

ATTACHMENTS:

Description	Type
Ordinance Amending Chapter 74 Sanitary Sewer System	Ordinance

ORDINANCE NO. _____

ORDINANCE AMENDING CITY CODE
- CHAPTER 74 –
- SANITARY SEWER SYSTEM –

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

SECTION 1. That Chapter 74 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Section 10, so that Section 10 as so modified and amended, shall provide as follows:

10. RATE. …(B) Effective May 1, 2016, and continuing annually on May 1 thereafter, Sewer User Charge Rates contained in this Chapter will increase by 2.5 percent or by the annual percentage change of the U.S. Department of Labor Midwest Urban Consumer Price Index for each corresponding January 1 to December 31 of the preceding year, whichever is greater, except for the year 2022 for which the increase will be by 2.5 percent.

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 4th day of April, 2022.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
CITY CLERK

PUBLISHED this _____ day of _____, 2022.

_____
CITY CLERK

ADDITIONS AND ~~DELETIONS~~

CHAPTER 74
- SANITARY SEWER SYSTEM –

10. RATE. …(B) Effective May 1, 2016, and continuing annually on May 1 thereafter, Sewer User Charge Rates contained in this Chapter will increase by 2.5 percent or by the annual percentage change of the U.S. Department of Labor Midwest Urban Consumer Price Index for each corresponding January 1 to December 31 of the preceding year, whichever is greater, except for the year 2022 for which the increase will be by 2.5 percent.

Police Department

DATE: 3/21/2022

MEMO: 22-08

TO: Honorable Mayor Julie Moore Wolfe & City Council Members

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

SUBJECT: The purpose of this memorandum is to request the expenditure of funds to Superion, LLC, a Central Square Company, for the OSSI annual service agreement.

SUMMARY RECOMMENDATION:
It would be the recommendation of staff that the annual Superion-OSSI maintenance agreement, at a total cost of $106,333.61 be paid. The agreement would be paid out according to the Intergovernmental Agreement currently in place, as follows: $103,101.07 from Decatur Police Department line item and $3,232.54 from Decatur Fire Department line item. The Decatur Police Department will receive contractual reimbursement from Macon County in the amount of $16,630.58 and from the Village of Mt. Zion in the amount of $2,371.24, for their respective contractual percentage shares. Total reimbursement to the Decatur Police Department will be $19,001.82.

BACKGROUND: The City of Decatur signed an annual maintenance agreement with SunGard Public Sector Inc. in October 2011. The agreement is renewed annually. The last renewal period was approved on May 3, 2021, for the commencement date of June 1, 2021 and expiring on May 31, 2022. SunGard Public Sector Inc. was acquired by, and is currently operated by, Superion LLC, a Central Square Company. The Superion Maintenance agreement provides service and maintenance to the baseline software identified in Exhibit 1 of the software maintenance agreement. The contract now needs renewed for the period covering June 1, 2022, through May 31, 2023.

PRIOR COUNCIL ACTION:
Prior Council action has approved similar requests for prior years. Renewal in 2021 was approved under Council Resolution R2021-78.

POTENTIAL OBJECTIONS: No objections are anticipated.

INPUT FROM OTHER SOURCES:
N/A

STAFF REFERENCE: Shane Brandel, Chief of Police, 474-2745, sbrandel@decaturil.gov

Brad Allen, Deputy Chief, 424-2740, ballen@decaturil.gov

BUDGET/TIME IMPLICATIONS:
The costs for this renewal have been budgeted in the 2022 fiscal year.

COPY: N/A

ATTACHMENTS:

Description	Type
Cover Memo	Cover Memo
Staff Report	Backup Material
Resolution	Resolution Letter
2022 Invoice	Backup Material
2022 Agreement Fees	Backup Material
Software License and Service Agreement	Exhibit
Maintenance Agreement	Exhibit
Intergovernmental Agreement	Exhibit
CIRDC-Superion Contract	Exhibit
CIRDC-Superion Access Agreement	Exhibit

DATE: 03/21/2022

MEMO: 22-08

TO: The Honorable, Mayor Julie Moore Wolfe
Council Members

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

SUBJECT: The purpose of this memorandum is to request the expenditure of funds to Superion, LLC, a Central Square Company, for the OSSI annual service agreement.

SUMMARY RECOMMENDATION: It would be the recommendation of staff that the annual Superion-OSSI maintenance agreement, at a total cost of $106,333.61 be paid. The agreement would be paid out according to the Intergovernmental Agreement currently in place, as follows: $103,101.07 from Decatur Police Department line item and $3,232.54 from Decatur Fire Department line item. The Decatur Police Department will receive contractual reimbursement from Macon County in the amount of $16,630.58 and from the Village of Mt. Zion in the amount of $2,371.24, for their respective contractual percentage shares. Total reimbursement to the Decatur Police Department will be $19,001.82.

BACKGROUND: The City of Decatur signed an annual maintenance agreement with SunGard Public Sector Inc. in October 2011. The agreement is renewed annually. The last renewal period was approved on May 3, 2021, for the commencement date of June 1, 2021 and expiring on May 31, 2022. SunGard Public Sector Inc. was acquired by, and is currently operated by, Superion LLC, a Central Square Company. The Superion Maintenance agreement provides service and maintenance to the baseline software identified in Exhibit 1 of the software maintenance agreement. The contract now needs renewed for the period covering June 1, 2022, through May 31, 2023.

PRIOR COUNCIL ACTION: Prior Council action has approved similar requests for prior years. Renewal in 2021 was approved under Council Resolution R2021-78.

POTENTIAL OBJECTIONS: No objections are anticipated.

STAFF REFERENCE: Shane Brandel, Chief of Police, 474-2745, sbrandel@decaturil.gov and Brad Allen, Deputy Chief, 424-2740, ballen@decaturil.gov

BUDGET/TIME IMPLICATIONS: The costs for this renewal have been budgeted in the 2022 fiscal year.

ATTACHMENTS: Superion/SunGard Public Sector Inc. Software Maintenance Agreement, Software License and Services Agreement, Inter-Governmental Agreement, 2022 Superion OSSI Invoice, 2022 Agreement Fees

STAFF REPORT

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

BRIEFING ITEM

RECOMMENDED ACTION:

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

BACKGROUND:

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

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

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

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

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

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

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

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

The 2022 annual maintenance is due, and the pending resolution has been placed on the April 4, 2022 Council agenda.

ATTACHMENTS:

Exhibit A - SunGard OSSI Software License and Services Agreement
Exhibit B - SunGard OSSI Maintenance Agreement
Exhibit C - SunGard OSSI Inter-Governmental Agreement
Exhibit D - Superion-CIRDC-City of Decatur OSSI Contract Amendment
Exhibit E – Superion-CIRDC-City of Decatur Access Agreement

RESOLUTION NO. R2022-_____

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

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

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

Section 2. That the City Manager or his designee be, and they are hereby, authorized and directed to execute said Purchase Order on behalf of the City of Decatur to Superion, LLC, a Central Square Company, in an amount not to exceed $106,333.61 for the period of June 1, 2022, and expiring May 31, 2023.

PRESENTED, PASSED, APPROVED, AND RECORDED this 4th day of April 2022.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

CENTRALSQUARE TECHNOLOGIES

Invoice

Invoice No (1 of 1)	Date	Page
347481	3/2/2022	1 of 4

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

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
Decatur Police Department
Chief Shane Brandel
Jon Thomas
707 South Side Drive
Decatur IL 62521-4021
United States

Ship To
Decatur Police Department
Chief Shane Brandel
Jon Thomas
707 South Side Drive
Decatur IL 62521-4021
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
4154	Decatur Police Department		USD	Net 30	5/31/2022

	Description	Units	Rate	Extended
Contract No. Q-87300				
1	ONESolution Police-to-Police - Annual Subscription Fee	1	$0.00	$0.00
	Maintenance: Start:6/1/2022, End: 5/31/2023			
2	ONESolution Gang - Annual Maintenance Fee	1	$0.00	$0.00
	Maintenance: Start:6/1/2022, End: 5/31/2023			
3	ONESolution CAD Resource Monitor Display License With Maps - Annual Maintenance Fee	1	$791.22	$791.22
	Maintenance: Start:6/1/2022, End: 5/31/2023			
4	ONESolution Mobile Server Software - Annual Maintenance Fee	1	$7,252.71	$7,252.71
	Maintenance: Start:6/1/2022, End: 5/31/2023			
5	ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee	1	$15,162.36	$15,162.36
	Maintenance: Start:6/1/2022, End: 5/31/2023			
6	ONESolution Mobile Field Reporting Server - Annual Maintenance Fee	1	$5,274.70	$5,274.70
	Maintenance: Start:6/1/2022, End: 5/31/2023			
7	ONESolution MFR Client - Annual Maintenance Fee	1	$12,829.69	$12,829.69
	Maintenance: Start:6/1/2022, End: 5/31/2023			
8	ONESolution MCT Client-MAPS - Annual Maintenance Fee	1	$3,048.53	$3,048.53
	Maintenance: Start:6/1/2022, End: 5/31/2023			
9	ONESolution MFR Client-Accident Reporting - Annual Maintenance Fee	1	$6,446.98	$6,446.98
	Maintenance: Start:6/1/2022, End: 5/31/2023			

CENTRALSQUARE TECHNOLOGIES

Invoice

Invoice No (1 of 1)	Date	Page
347481	3/2/2022	2 of 4

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

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
Decatur Police Department
Chief Shane Brandel
Jon Thomas
707 South Side Drive
Decatur IL 62521-4021
United States

Ship To
Decatur Police Department
Chief Shane Brandel
Jon Thomas
707 South Side Drive
Decatur IL 62521-4021
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
4154	Decatur Police Department		USD	Net 30	5/31/2022

	Description	Units	Rate	Extended
10	ONESolution MCT to ACS FIREHOUSE Interface - Annual Maintenance Fee Maintenance: Start:6/1/2022, End: 5/31/2023	1	$1,978.02	$1,978.02
11	ONESolution MFR Client-MOBLAN Version - Annual Maintenance Fee Maintenance: Start:6/1/2022, End: 5/31/2023	1	$2,930.45	$2,930.45
12	ONESolution MCT Client AVL License - Annual Maintenance Fee Maintenance: Start:6/1/2022, End: 5/31/2023	1	$2,110.19	$2,110.19
13	ONESolution MCT Client AVL License - Annual Maintenance Fee Maintenance: Start:6/1/2022, End: 5/31/2023	1	$9,230.74	$9,230.74
14	ONESolution RMS Map Display & Pin Mapping License - Annual Maintenance Fee Maintenance: Start:6/1/2022, End: 5/31/2023	1	$3,516.46	$3,516.46
15	ONESolution Crime Analysis - Annual Maintenance Fee Maintenance: Start:6/1/2022, End: 5/31/2023	1	$2,930.40	$2,930.40
16	ONESolution Accident - Annual Maintenance Fee Maintenance: Start:6/1/2022, End: 5/31/2023	1	$586.09	$586.09
17	ONESolution CAD to ACS FIREHOUSE RMS Interface - Annual Maintenance Fee Maintenance: Start:6/1/2022, End: 5/31/2023	1	$1,450.53	$1,450.53
18	ONESolution Property & Evidence - Annual Maintenance Fee Maintenance: Start:6/1/2022, End: 5/31/2023	1	$1,289.39	$1,289.39

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Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
4154	Decatur Police Department		USD	Net 30	5/31/2022

	Description	Units	Rate	Extended
19	ONESolution Barcoding Server License - Annual Maintenance Fee Maintenance: Start:6/1/2022, End: 5/31/2023	1	$586.09	$586.09
20	ONESolution Barcoding Hand-Held Client License - Annual Maintenance Fee Maintenance: Start:6/1/2022, End: 5/31/2023	1	$1,869.51	$1,869.51
21	ONESolution Notification - Annual Maintenance Fee Maintenance: Start:6/1/2022, End: 5/31/2023	1	$4,453.22	$4,453.22
22	ONESolution Accident Wizard - Annual Maintenance Fee Maintenance: Start:6/1/2022, End: 5/31/2023	1	$2,109.89	$2,109.89
23	ONESolution Accident Wizard Base Server License - Annual Maintenance Fee Maintenance: Start:6/1/2022, End: 5/31/2023	1	$1,172.16	$1,172.16
24	ONESolution RMS OpCenter - Annual Maintenance Fee Maintenance: Start:6/1/2022, End: 5/31/2023	1	$5,860.76	$5,860.76
25	ONESolution CAD OpCenter - Annual Maintenance Fee Maintenance: Start:6/1/2022, End: 5/31/2023	1	$5,860.76	$5,860.76
26	ONESolution Police-to-Citizen - Annual Maintenance Fee Maintenance: Start:6/1/2022, End: 5/31/2023	1	$2,930.40	$2,930.40
27	ONESolution Calls For Service - Annual Maintenance Fee Maintenance: Start:6/1/2022, End: 5/31/2023	1	$178.51	$178.51
28	ONESolution RMS-Laserfiche Integration - Annual Maintenance Fee Maintenance: Start:6/1/2022, End: 5/31/2023	1	$1,083.22	$1,083.22

CENTRALSQUARE TECHNOLOGIES

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Decatur IL 62521-4021
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
4154	Decatur Police Department		USD	Net 30	5/31/2022

	Description	Units	Rate	Extended
29	ONESolution Document Scanning and Storage - Annual Maintenance Fee Maintenance: Start:6/1/2022, End: 5/31/2023	1	$1,072.69	$1,072.69
30	ONESolution Link Analysis - Annual Maintenance Fee Maintenance: Start:6/1/2022, End: 5/31/2023	1	$1,163.97	$1,163.97
31	ONESolution Crime Analysis Plus - Annual Maintenance Fee Maintenance: Start:6/1/2022, End: 5/31/2023	1	$1,163.97	$1,163.97

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

Check:
12709 Collection Center Drive
Chicago, IL 60693

Subtotal	$106,333.61
Tax	$0.00
Invoice Total	$106,333.61
Payments Applied	$0.00
Balance Due	**$106,333.61**

OSSI ANNUAL MAINTENANCE AGREEMENT FEES – 2022

The total invoice for 2022 is $106,333.61

INVOICE LIABILITIES

Decatur Police pays 79.09% which is $84,099.25

Decatur Fire pays 3.04% which is $3,232.54

Mt. Zion PD pays 2.23% which is $2,371.24

MSO pays 15.64% which is $16,630.58

CUSTOMER NO. _____; CONTRACT NO. 111267

SOFTWARE LICENSE AND SERVICES AGREEMENT

BETWEEN

SunGard Public Sector Inc.
a Florida corporation

with headquarters at:

1000 Business Center Drive
Lake Mary, FL 32746

("SunGard Public Sector")

AND

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

(for purposes of this Agreement, "Customer")

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

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

City of Decatur

BY: _____

PRINT NAME: Ryan P. McCrady

PRINT TITLE: CITY MANAGER

DATE SIGNED: 10/24/11

SunGard Public Sector Inc.

BY: _____

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

DATE SIGNED: October 21, 2011

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

1. Definitions.

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

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

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

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

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

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

"Defect" means a material deviation between the Baseline Component System and its documentation, for which Defect Customer has given SunGard Public Sector enough information to enable SunGard Public Sector to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under SunGard Public Sector's control.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Documentation. Except as otherwise provided for in the applicable Software Supplement, Customer can make a reasonable number of copies of the documentation for each Component System for its use in accordance with the terms of this Agreement.

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

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

4. Services.

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

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

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

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

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

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

6. Payment and Taxes.

(a) Payment.

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

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

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

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

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

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

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

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

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

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

(d) **FAILURE OF ESSENTIAL PURPOSE.** **THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS 7 AND 16 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER CUSTOMER HAS ACCEPTED ANY SOFTWARE OR SERVICE UNDER THIS AGREEMENT.**

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

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

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

10. Term and Termination.

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

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

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

(d) Termination Without Prejudice to Other Rights and Remedies. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

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

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

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

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

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

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

16. LIMITATIONS OF LIABILITY.

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

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

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

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

EXHIBIT 1

Customer: **City of Decatur, IL**

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

SOFTWARE[1, 2, 3]:

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

Notes to Software Table:

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

[2] Note: Mobiles applications do not include AVL hardware.

SERVICES[1, 2, 3]:

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

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

Notes to Services Table:

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

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

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

PAY AGENCY PRODUCTS:

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

SUMMARY OF COSTS

	Price
Services	$ 135,188.00
Total	**$ 135,188.00**

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

The amounts noted above shall be payable as follows:

Installation: On invoice, upon completion.

Project Management: 100% on the Execution Date.

Training Fees: On invoice, as incurred.

Conversion Fees: 100% on the Execution Date

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

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

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

GENERAL PROJECT CONDITIONS

General Project Conditions - Applies to Entire Project

Item 1: This Agreement is based on the assumption that a Windows 2000 or higher Domain is already in place and functional. If this is not the case, the Customer is required to provide all necessary equipment and services for such implementation.

Item 2: The Customer shall provide a certified TCP/IP network with all communications equipment and any other required components. The cabling of this network, installation of punch down panels, hubs, routers, etc. will be the responsibility of the Customer. Additionally, the Customer is responsible for acquiring software that is needed for monitoring and maintaining the network.

Item 3: SunGard Public Sector always recommends the highest performance connection for all LAN and WAN connections. Listed below are SunGard Public Sector's recommendations in order of highest throughput:

a. 1 Gb CAT5 (LAN) or Fiber (WAN)
b. 100 Mb CAT5 (LAN) or Fiber (WAN)
c. 10 Mb CAT5 (LAN) or Fiber (WAN)
d. Line of Site Technology

Item 4: If applicable, all RMS/JMS Workstations must be connected to a 10 Mb/sec or faster TCP/IP LAN. SunGard Public Sector recommends a 100 Mb/sec Switched LAN for optimum performance.

Item 5: If applicable, all CAD Workstations must be connected to a dedicated 100 Mb/sec switched TCP/IP LAN.

Item 6: The Customer is responsible for the physical placement of all CAD and/or RMS/JMS workstations and certifying that they are operational on the Customer's network. SunGard Public Sector will load our CAD and/or RMS/JMS software on up to five (5) CAD and/or RMS/JMS workstations and train the Customer on the loading process.

Item 7: SunGard Public Sector's CAD Application Software interfaces with the E911 telephone switch via an RS-232 Serial Cable. The Customer must provide this cable (with accurate pin-outs) to connect their E911 ALI Controller's CAD Port to the SunGard Services Workstation's serial port. The maximum length of this cable is 50 feet. In the event that a single CAD Server is servicing multiple communication centers (one CAD Server and multiple E911 ALI sources), a SunGard Public Sector Services Workstation will be required for each PSAP for proper ALI functionality. The Customer must also provide SunGard Public Sector with accurate ALI interface data formats from their E911 Vendor.

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

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

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

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

Item 11: Virtual Environment Platform

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

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

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

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

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

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

DESCRIPTIONS:

Part Number: CAD-T3
Description: BASE COMPUTER AIDED DISPATCH SYSTEM TIER-3
Long Description: Computer Aided Dispatch Includes:
- Single-Jurisdictional CAD for Police, Fire, and/or EMS
- Call Taking and Dispatching Functions
- Tabular Geo-File Subsystem (without maps)
- Business and Sites Subsystem
- Unit Recommendation Subsystem
- Premise/Alert and Hotspots Subsystems
- Four (4) Call Taker/Dispatcher Console Licenses

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

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

Part Number: CAD-MAP
Description: FIRST CAD MAP DISPLAY AND MAP MAINTENANCE SOFTWARE LICENSE
Long Description: First OASIS Map Display and Map Maintenance Software License for a CAD Workstation Includes:
- Pin Mapping of Calls for Service Data
- Map Editing and Maintenance software (training not included)
- Map Display for One Workstation

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

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

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

Part Number: MCT-MIS
Description: LAN CLIENT LICENSE FOR MESSAGE SWITCH
Long Description: A client license is required for each CAD, RMS or JMS workstation connected to the Customer's LAN or WAN to access SunGard Public Sector's Message Switch.

The Message Switch Client provides the following functions:
- Workstation-to-workstation messaging
- Mobile-to-workstation messaging (if mobile applications are licensed)
- SunGard Public Sector's standard State/NCIC queries

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

Part Number: MCT-SWI
Description: STATE/NCIC MESSAGING SOFTWARE

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

The Message Switch will allow for the following functions:
Workstation-to-Workstation messaging
State/NCIC query interface directly from the Data Entry window
Automatic State/NCIC query on license plates from CAD
Responses from the State will come back to the user in the message queue

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

Part Number: CAD-MJ
Description: MULTI-JURISDICTIONAL DISPATCH OPTION
Long Description: The multi-jurisdictional dispatch option allows SunGard Public Sector's CAD system to dispatch for multiple jurisdictions.

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

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

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

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

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

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

Part Number: CAD-IMPL
Description: BASE CAD SOFTWARE IMPLEMENTATION
Long Description: The CAD Implementation includes Quality Assurance, Audits, and Go Live Assistance.

QA services to assist with the CAD implementation.

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

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

Part Number: CAD-MAP-CONV
Description: MAP BASED GEOFILE GENERATION
Long Description: This service includes:
" Programming and consulting services to assist the customer in generating the initial CAD Geo-File centerline in SunGard Public Sector's proprietary (OASIS) format.
" Programming and consultation services to assist the customer in generating the initial polygon and general view layers in SunGard Public Sector's proprietary (OASIS) format.

" Programming and consultation services to assist the customer in generating an ortho photography layer. Ortho photographs are aerial pictures that can be displayed as a mapping layer. SunGard Public Sector will assemble the ortho tiles and create a reference database file that will be used by the SunGard Public Sector product line. SunGard Public Sector will install the ortho's on the clients CAD Server. Accepted ortho files formates are SID, TIFF, JPG and BMP. The customer is responsible for providing ortho source files to SunGard Public Sector.
" SunGard Public Sector will perform three (3) detailed reviews of the customer's centerline data at SunGard Public Sector's office during project implementation. The objective of this review is to identify suspicious data elements in the customer's centerline that may be of issue when used with CAD. Examples include missing ranges, overlapping addresses, reversed ranges, etc. The customer is provided with a summary report and supplemental Excel reports that help identify the suspicious data. These audits are only a tool to be used by the customer and are not intended to be a substitute for customer data testing and verification. Audits occur at 10%, 50% and 90% of project completion. Additional requested audits are subject to additional professional charges.

Special Notes
" SunGard Public Sector supports converting ESRI E00, ESRI Shape or MapInfo source data.
This service assumes the customer provides SunGard Public Sector all required GIS layers and associated data elements (attribute data) and that SunGard Public Sector is not required to provide any digitizing services. This is an estimate of the services needed, to determine the final conversion costs SunGard Public Sector would need to first evaluate the customer's GIS data.
" All delays in the project caused by defects of data will be the sole responsibility of the Customer. SunGard Public Sector shall not assume any liability for any and all errors associated with the converted GIS resources.
" The customer is responsible to correct all errors and ensuring the accuracy of all GIS provided data.
" The customer is responsible to digitize all required map layers to support the public safety GIS-based CAD and RMS subsystems.
" The customer is responsible for the validation of all map line work, attribute information and related data as well as providing resources to field verify all of the GIS data.

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

The Customer shall provide SunGard Public Sector with a centerline file that contains the following: Block ranges (address ranges are required)
Street names
Street prefixes
Street suffixes
Jurisdiction/City Code
X/Y Coordinate Pairs for each street segment (referred to as ARCS by ARCINFO)

The Customer is responsible for the accuracy of the street inventory and for the accuracy of all attribute data associated with street segments. Examples of such accuracy include:
Missing streets
Missing street segments
Missing intersections
Errors in street names, street prefixes, street type, etc.

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

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

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

Part Number: MCT-BMS-T3
Description: BASE MOBILE SERVER SOFTWARE UP TO 75 WORKSTATIONS
Long Description: Server license of SunGard Public Sector's Mobile Server Software to support up to 75 Mobile Units registered on the Message Switch (not concurrent mobile users). Mobile Server processes all mobile inquiries to SunGard Public Sector's CAD and RMS databases.

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

Any additional hardware must be purchased separately.

Part Number: MCT-MFR-REV-T3
Description: REVIEW MODULE FOR FIELD REPORTING UP TO 75 WORKSTATIONS
Long Description: The Field Review Module allows officers to submit reports wirelessly (via the RF Network) for supervisor review. The supervisor may then approve the report or deny the report and return the report (via the RF Network) to the officer for correction. Once approved, the reports are wirelessly submitted to the agency's RMS.

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

Part Number: MCT-MFR-OFF
Description: MFR CLIENT - BASE INCIDENT/OFFENSE
Long Description: The Incident/Offence Module provides the ability for officers to enter Incident Reports, Supplement Reports and Field Contacts on the mobile unit. Officers can also perform basic IBR or UCR edits on Incident Reports. The Module provides a notes field in each Module (Incident, Supplements and Field Contacts) to capture narrative.

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

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

Part Number: MCT-MFR-ACC
Description: MFR CLIENT - ACCIDENT REPORTING
Long Description: Allows officers using SunGard Public Sector's Mobile product to prepare traffic crash reports in the field. Accident diagram capability may be added by purchasing SunGard Public Sector's crash wizard and Microsoft Visio.

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

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

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

Part Number: MCT-AVL-HOST
Description: AVL SERVER HOST LICENSE
Long Description: This is the CAD Server License of SunGard Public Sector's Automatic Vehicle Locator (AVL) software.

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

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

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

Part Number: MCT-BMS-INST
Description: INSTALLATION OF BASE MOBILE SERVER SOFTWARE
Long Description: Installation of the base mobile server software includes configuration, setup, and testing on Customer's server for mobile applications.

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

QA services for application support and configuration to other applications.

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

Part Number: MCT-SWI-IMPL
Price: $1400
Description: IMPLEMENTATION OF BASE MESSAGE SWITCH
Long Description: One (1) day of technical services to configure for State Access and to conduct Maintenance Training.

Part Number: MCT-SWI-INST
Description: INSTALLATION OF BASE MESSAGE SWITCH
Long Description: Installation and setup of SunGard Public Sector's Base Message Switch application software.

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

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

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

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

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

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

Part Number: MFR-INST
Description: INSTALLATION MOBILE FIELD REPORTING
Long Description: Two (2) days of QA services to install and configure OSSI MFR. Includes install and configuration of add on modules.

Part Number: MFR-IMPL
Description: IMPLEMENTATION FOR MOBILE FIELD REPORTING
Long Description: QA services to test OSSI MFR.

Part Number: MCT-ADD-TRN
Description: MCT & MFR ADD ON MODULE USER TRAINING
Long Description: Training for MCT and MFR Add-on Modules to include:

One (1) day of Accident Reporting

Part Number: RMS-BASE-75
Description: BASE RECORDS MANAGEMENT SYSTEM - 75 WORKSTATION
Long Description: SunGard Public Sector's Client Server Version of RMS (requires Microsoft's Windows 2000 Server or higher) includes:

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

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

Part Number: RMS-MJ
Description: MULTI-JURISDICTIONAL RMS OPTION
Long Description: This allows SunGard Public Sector's Records Management System to store and retrieve records for multiple jurisdictions using one server.

Part Number: RMS-MAP-75
Description: RMS MAP DISPLAY AND PIN MAPPING LICENSE - 75 WORKSTATION
Long Description: Provides the ability to pin map locations from SunGard Public Sector's PISTOL Records Management System searches and view multiple layers. Requires Mapping Geo-file generation and a license of the first map view. This requirement may be filled by mapping from CAD.

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

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

Part Number: RMS-ACCIDENT-5
Description: BASIC ACCIDENT MODULE - 5 WORKSTATION
Long Description: The Accident Module provides the ability to capture basic crash related data elements and crash diagrams from accidents and replicate the information to the state specific form for printing.

Part Number: RMS-P&E-5
Description: PROPERTY AND EVIDENCE MODULE - 5 WORKSTATION
Long Description: Includes software to track and keep inventory of property stored in an evidence environment. The software is bar code compliant; however, bar code software and hardware is not included.

Part Number: RMS-BAR HOST-5
Description: BAR CODING SERVER LICENSE - 5 WORKSTATION
Long Description: Bar-Coding Host allows client to communicate to host server and with the Property and Evidence module.

Part Number: RMS-BAR-CLIENT
Description: BAR CODING HAND-HELD CLIENT LICENSE (EACH)
Long Description: SunGard Public Sector's Bar-coding Client Software allows for the following business functions:
Batch processing, including transfers, dispositions, chain of custody transactions and inventory functions.
License is per workstation.

Part Number: RMS-NTF-75
Description: NOTIFICATION MODULE - 75 WORKSTATION
Long Description: The Notification module allows a user to create system rules that will notify a list of recipients when certain data related activities have occurred within RMS. Such activities might include a person viewing a record, changing a specific data element on a record, or a entering a new record into the system. Along with an optional audible alert, notification 'hits' will be displayed on the recipients' desktop at login and at user defined intervals during the user session. This module requires an additional day of training.

Part Number: RMS-WIZ-CLIENT
Description: ACCIDENT WIZARD WORKSTATION LICENSE
Long Description: This provides the accident drawing wizard per workstation license. Visio 2000 standard edition or higher is required on each workstation or laptop.

Part Number: RMS-WIZ-BASE
Description: ACCIDENT WIZARD BASE SERVER LICENSE
Long Description: This provides the Accident Drawing Wizard Server License. This module is required to provide the ability to use the wizard on any workstation, mobile or on the LAN.

Part Number: RMS-CUST-MOD
Description: RMS CUSTOM MODIFICATIONS - ACCIDENT SUBMISSION INTERFACE FOR ILLINOIS

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

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

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

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

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

Part Number: RMS-IMPL
Description: BASE RMS SOFTWARE IMPLEMENTATION CHARGES
Long Description: This includes Audit, Support during implementation, and Go Live Assistance.

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

QA support for assistance with implementation.

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

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

Part Number: RMS-ADD-TRN
Description: RMS ADD-ON MODULE USER TRAINING
Long Description: Training for Add-On OSSI RMS Modules to include:

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

Part Number: RMS-IMPL
Description: BASE RMS SOFTWARE IMPLEMENTATION CHARGES -ACCIDENT SUBMISSION INTERFACE FOR ILLINOIS
Long Description: This includes Audit, Support during implementation, and Go Live Assistance.

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

QA support for assistance with implementation.

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

Part Number: INT-OPSRMS
Description: OPS RMS

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

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

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

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

Part Number: RMS-P2P
Description: POLICE TO POLICE INTERNET DATA SHARING
Long Description: SunGard Public Sector's OSSI Police to Police (P2P) application is a browser-based solution that enables public safety agencies to share information from their

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

Currently, this functionality includes:

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

Each Site must provide the following:

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

Part Number: INT-P2C
Description: Police 2 Citizen
Long Description: Police to Citizen (P2C) is an Internet based application for citizens to search information posted by the agency. Citizens can search accident reports, view daily bulletin and missing persons, view the Customer's calendar of events, and report basic incidents. This application is easily customizable to the Customer's preference, allowing the agency to quickly change graphics and the information that is displayed on the portal.

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

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

Part Number: INT-OPS-INST
Description: OPCENTER INSTALLATION
Long Description: Includes one day of installation for SunGard Public Sector's OpCenter application.

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

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

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

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

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

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

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

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

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

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

Call History
Sites

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

Number of Software Supplements Attached: 3

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

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

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

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

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

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

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

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

DATA ACCESS SUBSCRIPTION SUPPLEMENT

1. Additional Definitions.

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

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

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

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

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

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

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

a. For the term provided for in Section 2(b) below, Customer will have the right to access the Server to participate in and use the Data Sharing Network. Customer's subscription to use the Data Sharing Network (the "Subscription") permits Customer to send queries and to receive information from Agency Databases made available by other participating Agencies. In connection with the Subscription:;

   i. User may create on-line or printed reports of information retrieved from Agency Databases, and reproduce, reformat, print, display and distribute internally such reports, consistent with User's normal internal procedures.

   ii. Notwithstanding the foregoing, User is prohibited from copying, distributing or displaying any information obtained from the Data Sharing Network for commercial sale, redistribution, broadcast or transfer, or to otherwise use such information in breach of any duty of confidentiality or privacy; and further, User is prohibited from allowing any other person or entity from using the information in any manner that is prohibited by the terms of this Supplement.

   iii. User shall not, nor authorize or enable anyone else to, access the Server or use the Software or Data Sharing Network except as expressly permitted in this Supplement.

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

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

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

5. User Responsibilities.

a. User is responsible for procuring, installing, and operating the individual computers used to access the Server, for providing a proper physical environment and remote access for such computers, for obtaining and installing an SunGard Public Sector-approved firewall and security system, for securing a dedicated Internet connection sufficient to meet User's data access needs and for providing such training and ongoing support services for individual users.

b. User is solely responsible for adopting and maintaining procedures and security measures in connection with its use of the Data Sharing Network, any Agency Databases that it maintains, and in connection with any Agency Databases that it accesses. SunGard Public Sector has no responsibility and/or liability whatsoever for any: (1) security breaches or unauthorized access to the Data Sharing Network or to User's system, (2) interruption, delay, errors, or omissions of or in any Agency Database, or the results thereof, including (without limitation) examination and confirmation of data prior to use thereof, (3) provision for identification and correction of errors and omissions, (4) preparation and storage of backup data, and (5) replacement or reconstruction of lost or damaged data or media. User is advised to maintain alternative procedures for obtaining, as needed, information otherwise available through the Data Sharing Network.

c. User is responsible for complying with all local, state, and federal laws pertaining to the use and disclosure of any information or data obtained through the Data Sharing Network, including without limitation any confidentiality or privacy requirements.

d. User shall not permit any third party to access or use the Software provided by SunGard Public Sector, nor shall User decompile, disassemble or reverse engineer any of the Software or data structures utilized by the Data Sharing Network or permit any third party to do so.

e. User warrants and represents that it has sufficient right and authority to grant SunGard Public Sector and other users access to its Agency Databases, to cooperate with SunGard Public Sector, as necessary, in the performance of this Agreement and to authorize and permit SunGard Public Sector to perform all work required to allow the Data Sharing Network access to User's Agency Databases (if applicable according to Section 6).

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

PAY AGENT SUPPLEMENT

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

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

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

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

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

6. LIMITATIONS OF LIABILITY.

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

SOFTWARE MAINTENANCE AGREEMENT

BETWEEN

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

("SunGard Public Sector")

AND

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

(for purposes of this Agreement, "Customer")

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

City of Decatur

BY: _____

PRINT NAME: Ryan P. McCrady

PRINT TITLE: City Manager

DATE SIGNED: 10/24/11

SunGard Public Sector Inc.

BY: _____

PRINT NAME: Christian Coleman

AND TITLE: VP and Controller, SunGard Public Sector Inc

DATE SIGNED: October 21, 2011

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

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

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

2. Additional Definitions.

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

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

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

"Defect" has the meaning ascribed to that term in the License Agreement, and further, with regard to each Custom Modification, means a material deviation between the Custom Modification and the SunGard Public Sector-generated specification and documentation for such Custom Modification, and for which Defect Customer has given SunGard Public Sector enough information to enable SunGard Public Sector to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under SunGard Public Sector's control.

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

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

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

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

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

3. Services.

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

System and each Custom Modification identified in Exhibit 1.

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

4. Payment and Taxes.

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

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

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

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

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

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

SOFTWARE OTHER THAN THE EQUIPMENT.

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

8. LIMITATIONS OF LIABILITY.

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

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

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

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

EXHIBIT 1

Customer: City of Decatur, IL

Commencement Date: June 1, 2012

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

Qty	Part #	Component System	Initial Payment Amount	Support Type
		CAD		
1	CAD-T3	BASE COMPUTER AIDED DISPATCH SYSTEM TIER-3	$ 12,519.00	7x24
1	CAD-E911	E911 INTERFACE MODULE	980.00	7x24
1	CAD-MAP	FIRST CAD MAP DISPLAY AND MAP MAINTENANCE SOFTWARE LICENSE	980.00	7x24
7	CAD-MAPD	ADDITIONAL CAD MAP DISPLAY LICENSE	2,520.00	7x24
4	CAD-CON	ADDITIONAL CAD CONSOLE LICENSE	2,808.00	7x24
8	MCT-MIS	LAN CLIENT LICENSE FOR MESSAGE SWITCH	432.00	7x24
1	CAD-INT-PVI	CAD INTERFACE TO PICTOMETRY VISUAL INTELLIGENCE	1,350.00	7x24
1	MCT-SWI	STATE/NCIC MESSAGING SOFTWARE	3,600.00	7x24
1	CAD-MJ	MULTI-JURISDICTIONAL DISPATCH OPTION	720.00	7x24
1	CAD-FIREHOUSE	FIREHOUSE RMS INTERFACE	990.00	7x24
2	CAD-MRM	CAD RESOURCE MONITOR DISPLAY LICENSE WITH MAPS	540.00	7x24
		MCT		
1	MCT-BMS-T3	BASE MOBILE SERVER SOFTWARE UP TO 75 WORKSTATIONS	4,950.00	7x24
65	MCT-CLIENT	MCT CLIENT - DIGITAL DISPATCH	10,348.00	5x11
1	MCT-MFR-REV-T3	REVIEW MODULE FOR FIELD REPORTING UP TO 75 WORKSTATIONS	3,600.00	5x11
55	MCT-MFR-OFF	MFR CLIENT - BASE INCIDENT/OFFENSE	8,756.00	5x11
65	MCT-MAP	MCT CLIENT - MAPS	2,080.00	5x11
55	MCT-MFR-ACC	MFR CLIENT - ACCIDENT REPORTING	4,400.00	5x11
1	MCT-INT-FHS	MCT INTERFACE TO FIREHOUSE	1,350.00	7x24
25	MCT-MFR-MBLN-CLIENT	MFR CLIENT- MOBLAN VERSION	2,000.00	5x11
		AVL		
60	MCT-AVL-CLIENT	MCT CLIENT - AVL	1,440.00	5x11
1	MCT-AVL-HOST	AVL SERVER HOST LICENSE	6,300.00	7x24
8	MCT-AVL-CAD	CAD CLIENT AVL LICENSE	2,880.00	7x24
		RMS		
1	RMS-BASE-75	BASE RECORDS MANAGEMENT SYSTEM - 75 WORKSTATION	17,360.00	5x11
1	RMS-MJ	MULTI-JURISDICTIONAL RMS OPTION	880.00	5x11
1	RMS-MAP-75	RMS MAP DISPLAY AND PIN MAPPING LICENSE - 75 WORKSTATION	2,400.00	5x11
1	RMS-CA	CRIME ANALYSIS MODULE	2,000.00	5x11
1	RMS-ACCIDENT-5	BASIC ACCIDENT MODULE - 5 WORKSTATION	400.00	5x11
1	RMS-P&E-5	PROPERTY AND EVIDENCE MODULE - 5 WORKSTATION	880.00	5x11
1	RMS-BAR HOST-5	BAR CODING SERVER LICENSE - 5 WORKSTATION	400.00	5x11
5	RMS-BAR-CLIENT	BAR CODING HAND-HELD CLIENT LICENSE (EACH)	1,276.00	5x11
60	RMS-NTF-75	NOTIFICATION MODULE - 75 WORKSTATION	3,040.00	5x11
1	RMS-WIZ-CLIENT	ACCIDENT WIZARD WORKSTATION LICENSE	1,440.00	5x11
1	RMS-WIZ-BASE	ACCIDENT WIZARD BASE SERVER LICENSE	800.00	5x11
		WEB BASED APPLICATIONS		
1	INT-OPSRMS	OPS RMS	4,000.00	5x11
1	INT-OPSCAD	OPS CAD	4,000.00	5x11
1	RMS-P2P	POLICE TO POLICE INTERNET DATA SHARING	0.00	5x11
1	INT-P2C	POLICE 2 CITIZEN	2,000.00	5x11
		CUSTOM MODIFICATIONS		
1	RMS-CUST-MOD	RMS CUSTOM MODIFICATIONS - ACCIDENT SUBMISSION INTERFACE FOR ILLINOIS	800.00	5x11
		PAYMENT AMOUNT (Initial Contract Year)	**$ 117,239.00**	

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

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

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

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

NOTE:

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

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

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

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

EXHIBIT 2
Maintenance Standards

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

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

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

SECTION 1: EQUIPMENT

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

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

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

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

SECTION 2: PURCHASE

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

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

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

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

SECTION 3: MAINTENANCE

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

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

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

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

SECTION 4: TERM OF AGREEMENT

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

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

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

SECTION 5: ASSIGNMENT

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

SECTION 6: MISCELLANEOUS PROVISIONS

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

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

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

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

SECTION 7: NOTICES

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

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

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

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

CITY OF DECATUR, ILLINOIS, a municipal corporation,

By _____
Mayor

ATTEST:

_____
CITY CLERK

Dated: Oct. 4, 2011

MACON COUNTY, ILLINOIS,

By Jay A. Dunn
Its

ATTEST:

Its Macon Co Clerk

Dated: 10-13-11

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

By Dale Coyle
Its Mayor

ATTEST:

Pamela Reese
Its Village Clerk

Dated: 10/18/11

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

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

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

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

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

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

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

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

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

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

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

Quantity	Transferred Applications	Effective Date	Annual Support 1/1/2018 - 12/31/2018
1	OSSI Base Computer Aided Dispatch System	1/1/2018	$ 14,372.04
1	OSSI E911 Interface Module	1/1/2018	1,136.53
1	ONESolution CAD Map Display and Map Maintenance Software License	1/1/2018	1,136.53
7	ONESolution Additional CAD Map Display & Map Maintenance Client License	1/1/2018	2,693.10
4	OSSI Additional CAD Console License	1/1/2018	3,223.64
8	OSSI - LAN Client License for Message Switch	1/1/2018	495.92
1	OSSI - CAD Interface to Pictometry Visual Intelligence	1/1/2018	1,549.83
1	OSSIs Integrated Messaging Software Switch	1/1/2018	4,132.86
1	OSSI - CAD - Multi-Jurisdicitional Dispatch Option	1/1/2018	826.56
8	ONESolution CAD Client AVL License	1/1/2018	3,306.40
1	OSSI Client Base Records Management System - 75 Workstation	1/1/2018	19,929.61
1	OSSI Multi-Jurisdictional RMS Option	1/1/2018	1,010.27
1	OSSI Medical PROQA Interface	1/1/2018	990.45
	Total		$ 55,003.74

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

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

CITY OF DECATUR, IL

Authorized Signature

Tim A. Gleason, City Manager

Type or Print Name and Title

October 16, 2017

Date

SUPERION, LLC

Authorized Signature

Tom Amberger, General Manager

Type or Print Name and Title

9/21/17

Date

CENTRAL ILLINOIS REGIONAL DISPATCH CENTER (CIRDC), IL

Authorized Signature

JONATHAN D. THOMAS

Type or Print Name and Title

10-23-17

Date

RESOLUTION NO. R2017-129

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

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

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

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

PRESENTED and ADOPTED this Sixteenth day of October, 2017.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

AGENCY ACCESS AGREEMENT

among

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

And

Central Illinois Regional Dispatch Center (CIRDC)
141 S. Main Street
Decatur, IL 62523

and

Superion, LLC
1000 Business Center Drive
Lake Mary, FL 32746

City of Decatur, IL (**"Licensee"**) and Superion, LLC formerly SunGard Public Sector Inc. (**"Superion"**) entered into that Contract and Agreement dated October 24, 2011 ("Licensee Agreement"). ***Central Illinois Regional Dispatch Center (CIRDC)***, IL (**"Accessor"**) desires to obtain access to and a limited right of use from Licensee for certain software licensed by Licensee under the Licensee Agreement (the "Accessed Software"). In order that Accessor obtain such limited right of access and use, Superion, Licensee and Accessor are entering into this Agreement (the "Access Agreement").

Accordingly, the parties, intending to be legally bound, agree as follows:

1. Limited Right of Access. Superion grants Licensee permission to allow Accessor to have access to Licensee's instance of the Accessed Software, subject to the terms, conditions and restrictions provided for in this Access Agreement. The Accessed Software consists of the following:

All Component System Software licensed to City of Decatur

2. Right of Termination. Superion has right to terminate this Access Agreement, and accordingly, Accessor's access to the Accessed Software, upon any breach of this Access Agreement. To terminate this Access Agreement, Superion will provide notice of such breach to Licensee and Accessor (as appropriate), and the breaching party will have thirty (30) days from the date of such notice to cure such breach. If such breach is not cured to Superion's reasonable satisfaction by the expiration of such thirty (30) day period, then this Agreement will be deemed terminated at the expiration of such thirty (30) day period, and thereupon, Accessor's right to access the Accessed Software will be deemed terminated, without any further action by any party.

3. Accessor Software Constitutes Confidential Information of Superion. Accessor acknowledges and agrees that Accessed Software constitutes confidential, proprietary information of Superion, and is and will remain the sole property of Superion. Accessor agrees that it shall not at any time sell, assign, transfer or otherwise make available to, or allow use by, a third party any of components of Accessed Software. Accessor shall hold in confidence the Superion proprietary information for its benefit and internal use only by its employees on a strict "need to know" basis.

(Continued on following page)

4. Obligations of Superion, Right of Accessor Regarding Accessed Software. Accessor's right to use the Accessed Software is derivative of Licensee's license to use the Accessor Software under the terms and conditions of the Licensee Agreement. Superion is not deemed to have granted Accessor any license to use the Accessor Software by virtue of this Access Agreement. Any such license can only be effected by the execution by Accessor and Superion of a definitive written software license agreement between Superion and Accessor that, by its express terms, purports to provide such a right of license to Accessor. Superion will have no obligations whatsoever to Accessor in connection with the Accessed Software. **AS BETWEEN SUPERION AND ACCESSOR, THE ACCESSED SOFTWARE IS MADE AVAILABLE ON AN "AS IS" BASIS. SUPERION MAKES NO WARRANTIES WHATSOEVER TO ACCESSOR REGARDING THE ACCESSED SOFTWARE, AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND/OR FITNESS FOR A PARTICULAR PURPOSE. SUPERION WILL HAVE NO LIABILITY TO OR THROUGH ACCESSOR UNDER OR IN CONNECTION WITH THIS ACCESS AGREEMENT OR OTHERWISE IN CONNECTION WITH THE ACCESSED SOFTWARE, IN WHOLE OR IN PART.**

5. Governing Law. This Agreement will be governed by and construed under the laws of the State of Illinois, without reference to the choice of laws provisions thereof. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

6. Integration Provision. This Access Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. No modification of this Access Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

CITY OF DECATUR, IL

Authorized Signature

Tim A. Gleason, City Manager
Print Name & Title

October 16, 2017
Date

SUPERION, LLC

Authorized Signature

Tom Amburgey V.P. General Manager
Print Name & Title

9/27/17
Date

CENTRAL ILLINOIS REGIONAL DISPATCH CENTER, IL

Authorized Signature

JON ADAM D. THOMAS
Print Name & Title

10-23-17
Date

RESOLUTION NO. R2017- 130

RESOLUTION AUTHORIZING AGENCY ACCESS AGREEMENT WITH THE CENTRAL ILLINOIS REGIONAL DISPATCH CENTER, SUPERION, LLC, AND THE CITY OF DECATUR

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

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

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

PRESENTED and ADOPTED this Sixteenth day of October, 2017.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

DATE: 3/31/2022

MEMO:

TO: Mayor Moore Wolfe and City Council

FROM: Jon Kindseth, Deputy City Manager

SUBJECT: Resolution Authorizing Application Submittal For Capital Assistance Grant For Paratransit Vehicle Under the Illinois Department of Transportation's General Authority to Make Such Grants

ATTACHMENTS:

Description	Type
Memo For State CVP	Cover Memo
Resolution For State CVP	Resolution Letter
CVP Grant Application	Backup Material

OFFICE OF THE CITY MANAGER

DATE: April 4, 2022

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scott Wrighton, City Manager
Jon Kindseth, Deputy City Manager
Lacie Elzy, Acting Transit Administrator

SUBJECT: Resolution Authorizing Application submittal for Capital Assistance Grant for Paratransit Vehicles under the IDOT's general authority to make such grants.

RECOMMENDATION: The attached Resolution allows for the City of Decatur to submit the application for Capital Assistance Grant in the amount of $990,000.

BACKGROUND: The City of Decatur is applying for the State of Illinois Capital Assistance for Paratransit Vehicles in the amount of $990,000. The vehicles will replace the existing paratransit fleet. Over the past three years, the City of Decatur replaced nearly all of our fixed-route buses. Replacing our paratransit fleet will bring equity to our ADA passengers. This application also includes a request for (8) eight minivans that will serve as our proposed micro transit fleet. A micro transit or "dial-a-ride" service will provide on-demand, point to point service, much like taxi service. This would be a far more efficient service to provide for transportation needs as it relates to workforce development. The State will choose and provide the vehicles in the application should they choose to award us this grant.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Should the City Council have any questions, they may contact Jon Kindseth at 217.450.2323 or jkindseth@decaturil.gov, Lacie Elzy at 217.542.3559 or Lelzy@decaturil.gov

BUDGET/TIME IMPLICATIONS: Authorizes a new Illinois Capital Assistance Grant for Paratransit Vehicles for $990,000. This grant was not included in the budget.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING APPLICATION SUBMITTAL FOR CAPITAL ASSISTANCE GRANT FOR PARATRANSIT VEHICLES UNDER THE ILLINOIS DEPARTMENT OF TRANSPORTATION'S GENERAL AUTHORITY TO MAKE SUCH GRANTS

WHEREAS, The provision and improvement of public transportation including specialized transportation for seniors and individuals with dissabilities, facilities, rolling stock, equipment and services is essential to the development of safe, efficient, functional public transportation; and

WHEREAS, The Illinois Department of Transportation has the authority to make such Grants and makes paratransit vehicles available to general public transporation systems providing specialized paratransit service; and

WHEREAS, Grants for said assets will impose certain obligations upon the recipient.

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

Section 1. That an application be made through the Consolidated Vehicle Procurment program, Illinois Department of Transportation, for a financial assistance grant under the Illinois Department of Transportation's general authority to make such Grants, for the purpose of off-setting eligible public transportation capital costs of the City of Decatur, Illinois

Section 2. That the City Manager, or designee, is hereby authorized and directed to sign and submit such application on behalf of the City of Decatur, Illinois.

Section 3. That the transit staff of the City of Decatur, Illinos is authorized to furnish such additional information as may be required by the Department in connection with the aforesaid application for said Grant.

Section 4. That City Manager, or designee, is hereby authorized and directed to execute on behalf of the City of Decatur the Grant Agreement or subsequent Grant Agreement Amendments resulting from aforesaid application.

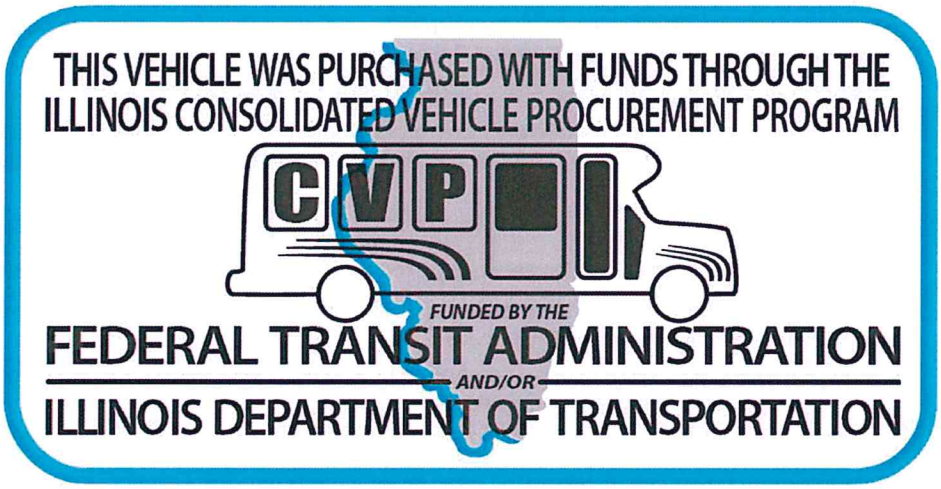
Section 5. That transit staff of the City of Decatur is hereby authorized and directed to sign such documents as may be required by the Department to request payment for the project funding authorized under aforesaid Grant Agreement.

PRESENTED AND ADOPTED this 4th Day of April, 2022.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk



Program Contact:

Illinois Department of Transportation
Office of Intermodal Project Implementation
69 W. Washington, Suite 2100
Chicago, IL 60602

Zoe Keller, Section Chief - CVP
(312) 793-1455
zoe.keller@illinois.gov

Section I. General Information

Through the Consolidated Vehicle Procurement (CVP) Program, the Illinois Department of Transportation makes grants to municipalities, mass transit districts, counties, and private or non-profit organizations for ramp and lift equipped paratransit vehicles. Funding for these grants comes from various sources, including Federal Transit Administrations (FTA) Sections 5310, 5311, and 5339 funding programs, as well as State sources.

A. Definitions

Transportation Provider Types	
Public Transportation Provider	Organizations providing regular, continuing shared-ride surface transportation services that are open to the general public or open to a segment of the general public defined by age, disability, or low-income status and does not include intercity rail transportation, intercity bus service, charter bus service, school bus service, sightseeing service, or shuttle service.
Specialized Transportation Provider	Non-profit organizations providing transportation services to meet travel demand from mobility-challenged populations, including seniors and individuals with disabilities.
Certified Public Provider (CPP)	Public transportation providers certified by IDOT as functioning in areas where specialized transportation demand is greater than the ability of local specialized transportation providers to meet. Upon application for CPP status and certification by IDOT, CPPs become eligible for Sec. 5310 funding.
Federal Transit Administration (FTA) Funding Programs	
Sec. 5310	Capital Assistance for the Mobility of Seniors and Individuals w/ Disabilities. Sec. 5310 applicants are either private non-profits or else public transportation providers that have been certified by IDOT as eligible to receive Sec. 5310 funds (see "Certified Public Provider").
Sec. 5311	Formula Grants to Non-Urbanized Areas made to public transportation providers.
Sec. 5339	The FTA's reconstituted `Bus & Bus Facilities' grant program. In Illinois, public transportation providers that receive Sec. 5307 or Sec. 5311 funds are also eligible to receive capital assistance funded through FTA Sec. 5339.
CVP Application Service Categories	
Existing Service	Public or specialized transportation services currently offered on a recurring and consistent basis.
Expansion Service	Additional clients, territories, and/or hours of operation planned by public or specialized transportation providers in augmentation of existing service.
New Service	Clients, territories, and hours of operation planned by public or specialized transportation providers that are not at present providing any transportation service.
Geographic Definitions	
Northeastern Illinois (NEIL)	Shorthand for the Chicago, IL urbanized area, as defined by the U.S. Census. Inclusive of Cook, Lake, McHenry, DuPage, Will, and Kane Counties, as well as northeastern Grundy County.
"Downstate"	Shorthand for all areas of Illinois outside of the NEIL region.
Illinois Urbanized Areas	**Large (>200,000 population)** - NEIL, St. Louis, Rockford, Rock Island, Peoria **Small (population between 50,000 and 199,999)** - Springfield, Champaign, Bloomington- Normal, Decatur, Alton/Cape Girardeau, Kankakee, DeKalb, Carbondale, Danville For precise maps of urbanized area boundaries, please visit: https://www.census.gov/geographies/reference-maps/2010/geo/2010-census-urban-areas.html

B. Application Technical Instructions & Submission Requirements

To ensure veracity of claims regarding vehicle maintenance and driver training, as well as compliance with all necessary State and Federal program requirements, please upload the following items to your organization's 2022 Consolidated Vehicle Procurement Application in Black Cat:

a. Complete and accurate fillable PDF application document,
b. Scanned PDF of Page 6 (`Applicant Information'), signed by applicant's authorized representative,
c. A formal letter of endorsement from the local public transportation provider in applicant's proposed service area,
d. Scanned PDF of Acceptance of Binding IDOT & FTA Certifications and Assurances signed by applicant's authorized representative and Affirmation of Attorney signed by applicant's legal counsel,
e. Notice of publication of a public meeting held regarding this application and minutes thereof,
f. Scanned copy of Opinion of Counsel signed by applicant's legal counsel,
g. Signed Board Resolution designating authorized signatory representative for applicant,
h. Programmatic Risk Assessment (PRA) signed by authorized representative,
i. Any and all documentation materials referenced and/or requested in application Section(s) III, V, VI and/or VII,
j. Vehicle Inventory Excel document.

PLEASE NOTE THAT FAILURE TO COMPLY WITH ITEMS A-J ABOVE CAN AND WILL RESULT IN THE FORFEITURE OF SCORING OPPORTUNITIES AND/OR THE INVALIDATION OF YOUR ENTIRE APPLICATION.

C. Scoring Criteria

Sec. 5310 Competitive Application Scoring Criteria (applicable to private non-profit applicants only)	
Level of Existing Services **As determined by hours of operation compared to statewide applicant pool and/or peak vehicle need.**	4.0 points
Equipment Utilization **As determined by vehicle miles traveled (VMTs) *or* number of one-way vehicle trips per day, compared to statewide applicant pool.**	4.0 points
Asset Maintenance **As determined by defined questions and reviewer's judgment of required materials.**	4.0 points
Management Capacity **As determined by defined questions and reviewer's judgment of required materials and administrative review of applicant transportation budgets.**	4.0 points
Coordination Efforts **As determined by inclusion of required materials and local administrative review (see Sec. VII).**	4.0 points
Total	20 points

D. Application Review Process, Criteria, and Award Timeline

When you upload your application and the required materials mentioned in items a-f above to Black Cat, your application will be ready for submittal. **Signatures must be submitted by the application deadline. Failure to secure signatures and/or upload required documents will result in an incomplete application ineligible for consideration.**

When final review of the application is complete, the Office will make its award recommendation to the Secretary of Transportation. Following the Secretary's approval, vehicles will be ordered and titled to awardees with an IDOT lien on the vehicle, which will serve as a mechanism for the enforcement of compliance on the part of the grantee with all certifications, assurances and attestations made relative to project performance and use of project equipment on the part of the grantee.

Your projects will be judged on: consistency with program goals and objectives, meeting public or specialized transportation needs, demonstrated and anticipated use of project equipment, maintenance of any vehicles granted during prior cycles, capacity to financially and administratively manage transportation projects, regional coordination efforts, ability to meet federal and state program requirements, and funding availability.

- If your request is for new service, the application must demonstrate a recognizable effort to create all necessary documentation **as if it were for existing service**. Reasonable estimates may be used for preliminary figures regarding materials such as planned hours of operation, budgets, etc. Please understand that estimates presented on this application will be used as performance benchmarks in future Sec. 5310 program reviews.

The Department considers that the submission represents the applicant's intent to undertake or continue the proposed transportation project promptly, with the receipt of the approved vehicle(s).

Additional Guidance

If you have any questions or need additional information, contact

Zoe Keller
Section Chief - CVP
Phone: 312-793-1455
E-mail: zoe.keller@illinois.gov

Jeff Waxman
Project Manager -- CVP
Phone: (312) 793-5232
Email: jeffrey.waxman@illinois.gov

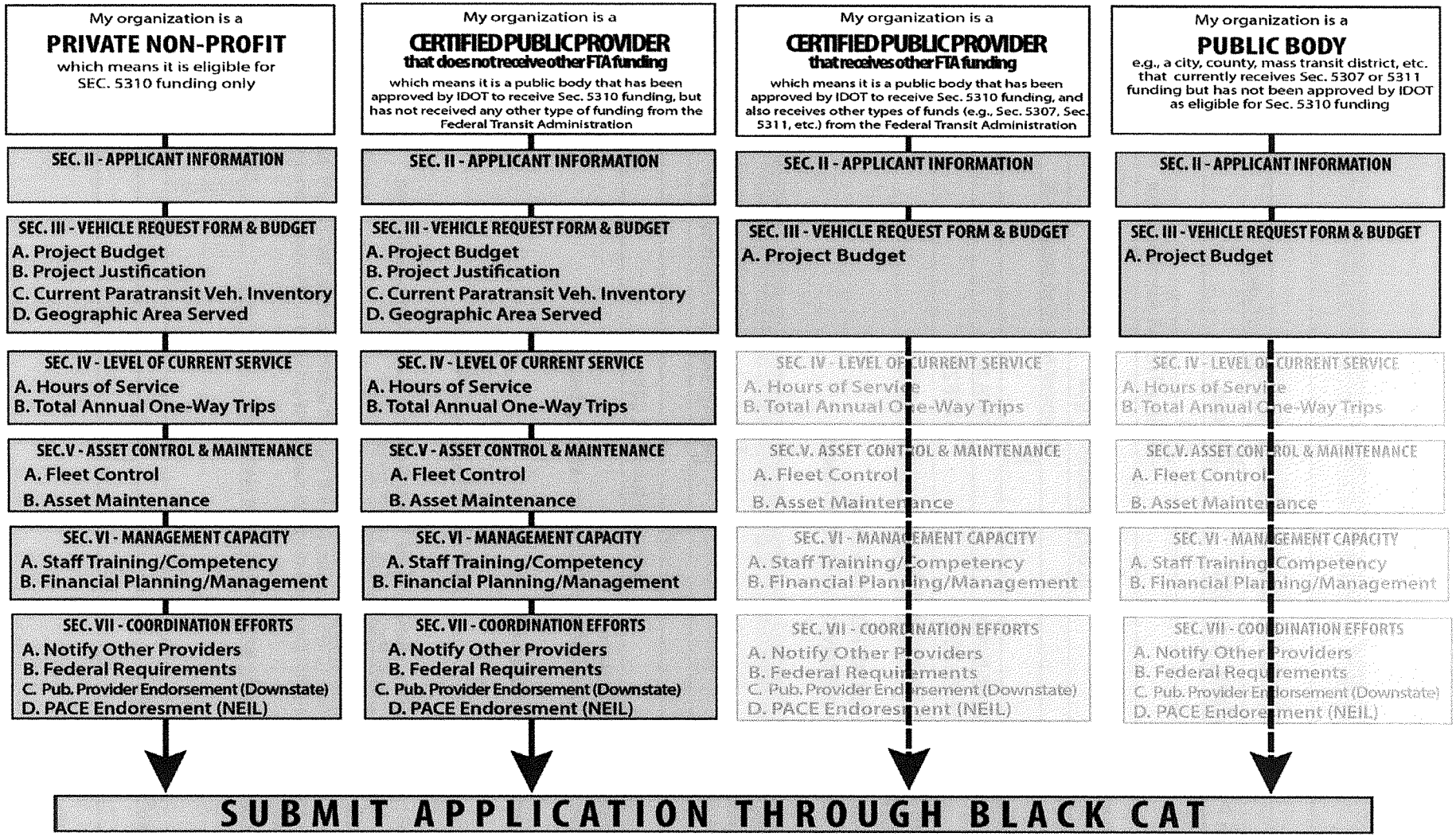
Or attend a Virtual CVP Application Informational Meeting (date and time to be determined)

E. A Note on EXPANSION or NEW Service

Many portions of this application inquire about current vehicle fleet and programs. For those proposing expanded or new service(s), we are aware that several documents, or data may not exist. For the purposes of this application please provide qualified estimates/ projections for new or expanded service(s). This data will then be used as a benchmark for your agency in future program evaluation efforts.

A BRIEF GUIDE TO THE 2022 CVP APPLICATION

NECESSARY SECTIONS FOR EACH TYPE OF APPLICANT



Section II. Applicant Information

Date Submitted

03/28/22

Applicant Information

Legal Name

City of Decatur

Mailing Address	County/Counties Served
1 Gary K. Anderson Plaza, Decatur, IL 62523	Macon

Contact Name	Title
Lacie Elzy	Acting Transit Administrator

Phone	Fax	E-mail
(217) 542-3559		Lelzy@decaturil.gov

HSTP Region(s)	Urbanized Area (See Appendix A)
8	

FEIN	DUNS Number	GATA ID
37-6001308	075613000	671827

Type of Applicant (Please Refer to the Table in Part I, A)

- ☐ PRIVATE NON PROFIT
- ☐ IDOT CERTIFIED PUBLIC BODY (NO OTHER FTA FUNDS)
- ☒ IDOT CERTIFIED PUBLIC BODY (RECEIVES OTHER FTA FUNDS)
- ☐ SECTION 5311 GRANTEE

For Vehicle Information / Issues

Contact Name	Title
Lacie Elzy	Acting Transit Administrator

Phone	Fax	E-mail
(217) 542-3559		Lelzy@decaturil.gov

All Applicants Must Answer These Questions

Does A Minority Group Manage Your Organization Or Is Operation Minority Based?

☐ Yes ☒ No

Does Your Agency Provide Service To Minorities?

☒ Yes ☐ No

Does Your Application Have The Support Of Your Local Public Transportation Provider? *

☐ Yes ☐ No ☒ N/A

*For a list of public transportation providers, please visit the Illinois Statewide Public Transportation Plan:
Statewide Public Transportation Plan _ Final Report_2-15-18.pdf (illinois.gov)

By this application, it is the intent of City of Decatur to request vehicle(s) through the State of Illinois' Consolidated Vehicle Procurement (CVP) program; and will meet all applicable state, federal and local acceptance, application and maintenance requirements. I certify that the information and statements provided in this application, and all supporting documents are correct and complete.

Signature of Authorized Representative (As authorized by board resolution)	Date

Print name of Authorized Representative	Title

Section III. Vehicle Request Form & Budget

(to be completed by all applicants)

Example

CVP Vehicles Requested			Information on Vehicles for Which Replacement is Requested				
Vehicle Priority	Vehicle Type Requested*	Purpose for Request	Vehicle Type	Vehicle Year	Mileage	VIN	CVP Contract Number
1	MDL	Replacement	MDL	2005	187,000	2P4GP24B1VR220936	588
2	LDL	Expansion	LDL				

Please fill out the below table to register your 2022 CVP vehicle request.
(Double-click the table to access)

CVP Vehicles Requested			Information on Vehicles for Which Replacement is Requested				
Vehicle Priority	Vehicle Type Requested*	Purpose for Request	Vehicle Type	Vehicle Year	Mileage	VIN	CVP Contract Number
1	MDL	Replacement	MDL	2012	270,849	1FDFE4FS2CDA19153	
1	MDL	Replacement	MDL	2012	262,724	1FDFE4FS1BDB22613	
1	LDL	Replacement	LDL	2000	300,722	1FBNE31L31HA56846	
1	MV	Replacement	MV	2013	117,230	2C4RDGBG9DR813590	
1	MV	Replacement	MV	2013	129,761	2C4RDGBG0DR813591	
2	MDL	Replacement	MDL	2017	100,576	1FDFE4FS6HDC71012	
2	MDL	Replacement	MDL	2017	103,996	1FDFE4FS7HDC70967	
	MV	New Service	MV				
	MV	New Service	MV				
	MV	New Service	MV				
	MV	New Service	MV				
	MV	New Service	MV				
	MV	New Service	MV				
	MV	New Service	MV				
	MV	New Service	MV				

***Requested Vehicle Types and Descriptions (See DPIT CVP 10: Consolidated Vehicle Procurement Catalog)**

MV - Mini-Van w/ramp (2 wheelchairs/5 passengers)
LDL - Light Duty Paratransit w/lift (3 wheelchairs/12 passengers)
MDL - Medium Duty Paratransit w/lift (5 wheelchairs/14 passengers)
SMD - Super Medium Duty Paratransit w/lift (5 wheelchairs/26 passengers)
Super Medium Duty buses require extensive justification, and **drivers must have CDL**.

Vehicle Replacement Criteria

To be eligible for replacement, current vehicle must meet either Criteria 1 or Criteria 2 *at time of application.*

Type	Criteria 1		Criteria 2
Autos/Mini-Vans/Raised Roof Vans	95,000 Miles	OR	5 yrs, in documented unsafe & poor operating condition
Light Duty Paratransit Vehicle	100,000 Miles	OR	7 yrs, in documented unsafe & poor operating condition
Medium Duty Paratransit/School Bus	120,000 Miles	OR	8 yrs, in documented unsafe & poor operating condition
Super Medium Duty Paratransit Vehicle (>16 passenger)	180,000 Miles	OR	9 yrs, in documented unsafe & poor operating condition
Heavy Duty Transit Vehicle (>30 pass)	280,000 Miles	OR	10 yrs, in documented unsafe & poor operating condition

If vehicle is eligible for replacement under Criteria 2, please provide documentation supporting reason(s) why the vehicle is in unsafe or poor condition, e.g., photos, receipts, repair estimates, etc. If a vehicle needing replacement did not reach the appropriate mileage criteria before becoming unsafe and/or inoperable, please provide a brief explanation as to why.

The 2 MDL replacements with Criteria 2 have the following issues: These were purchased as used buses, and the ramps and interiors are failing. The 2 vehicles had a combined repair amount of:

A. Project Budget (to be completed by all applicants)

Example

Number of Vehicles Requested

Vehicle Type	Passengers	Replacement	Expansion	New Service	Total Units	Unit Costs	Totals Costs
Minivan	6	1			1	$ 62,000	$62,000
Light Duty	12		2		2	$ 70,000	$140,000
Medium Duty	14			3	3	$ 75,000	$225,000
Super-Medium Duty	26					$ 120,000	$0
Total 2022 CVP Request		1	2	3	6		$427,000

Please enter your vehicle requests into the blank cells below, and make note of your 2022 CVP budget request.

Number of Vehicles Requested

Vehicle Type	Passengers	Replacement	Expansion	New Service	Total Units	Unit Costs	Totals Costs
Minivan	6	2		8	10	$ 62,000	$620,000
Light Duty	12	1			1	$ 70,000	$70,000
Medium Duty	14	4			4	$ 75,000	$300,000
Super-Medium Duty	26					$ 120,000	$0
Total 2022 CVP Request		7		8	15		$990,000

B. Project Justification (to be completed by private non-profit applicants only)

Please provide a brief defense of your proposal. Make sure to address the following topics:

- Describe the transportation program and needs of individuals in your current/proposed service area.
  - **If you are proposing new or expanded service, identify how these needs are currently not being met.**
- Explain how the current transportation program will change if this grant is not approved.
- Describe how transportation services support, buttress, and enable your agency's overall mission.

The City of Decatur provides essential transit services through Decatur Public Transit System. We service the City of Decatur as well as surrounding towns within Macon County, IL. Currently, we operate a fleet of 25 fixed route buses and 7 paratransit buses (medium duty cutaways). The only taxi service in operation in Decatur went out of business in 2020 during the pandemic. Now that we are returning to full operations after the pandemic, there are still no taxi operations. Our residents have to use Uber or Lyft services when requiring on demand, off-route transportation. These services would cost a minimum wage employee approximately 2 hours worth of work. The City of Decatur proposes to bridge this gap in services by providing equity to our citizens through affordable on demand microtransit services. We are requesting eight (8) minivans to launch our microtransit service.

DATE: 3/29/2022

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

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

SUBJECT: Ordinance Authorizing Consumption of Alcoholic Liquor on Public Rights-of-Way 100 Block South Oakland Avenue Between West Main Street and West Wood Street - Donnie's Homespun Pizza, Inc. / Oakwood Business Association for Oakwood Block Party Series, May 7, 2022 & August 20, 2022

SUMMARY RECOMMENDATION: Staff requests that City Council approve the proposed Ordinance authorizing consumption of alcoholic liquor on public rights-of-way 100 Block of South Oakland Avenue for Donnie's Homespun Pizza, Inc./Oakwood Business Association for Oakwood Block Party Series, May 7, 2022 & August 20, 2022.

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Backup Material	Backup Material

ORDINANCE NO. 2022-_____

ORDINANCE AUTHORIZING CONSUMPTION OF ALCOHOLIC LIQUOR ON PUBLIC RIGHTS-OF-WAY 100 BLOCK SOUTH OAKLAND AVENUE BETWEEN WEST MAIN STREET AND WEST WOOD STREET DONNIE'S HOMESPUN PIZZA, INC. / OAKWOOD BUSINESS ASSOCIATION OAKWOOD BLOCK PARTY SERIES, MAY 7, 2022 & AUGUST 20, 2022

WHEREAS, Donnie's Homespun Pizza, Inc./Oakwood Business Association has requested the closure of the 100 block of South Oakland Avenue between West Main and West Wood Street for Block Party Events; and,

WHEREAS, it is the intention of Donnie's Homespun Pizza, Inc./Oakwood Business Association to offer alcoholic beverages for sale to patrons for consumption at this event; and,

WHEREAS, such consumption of alcoholic liquor in the 100 Block South Oakland Avenue between West Main Street and West Wood Street requires the express approval of the City Council.

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

Section 1. That on the days listed herein, and only on such days, between the hours listed, alcoholic beverages may be consumed in the 100 Block South Oakland Avenue, between West Main Street and West Wood Street, said days and hours being particularly described as follows:

Saturday, May 7, 2022	12:00 p.m. – 11:59 p.m.
Saturday, August 20, 2022	12:00 p.m. – 11:59 p.m.

Section 2. That no alcoholic beverage may be consumed as provided herein unless such alcoholic beverage is in a plastic or paper cup.

Section 3. That this ordinance is expressly conditioned and approved upon Donnie's Homespun Pizza, Inc./Oakwood Business Association providing to the City of Decatur an agreement which will hold the City harmless for any and all damages incurred by persons attending this event and indemnifying the City for any and all damages and lawsuits.

Section 4. That all debris shall be removed by Donnie's Homespun Pizza, Inc./Oakwood Business Association prior to reopening public rights-of-way.

Section 5. That except as otherwise provided herein, the provisions of Section 34(a) of Chapter 52 of the City Code remain in full force and effect.

PRESENTED, PASSED, APPROVED AND RECORDED this 4th day of April, 2022.

_____

ATTEST: Julie Moore Wolfe, Mayor

_____

City Clerk

Neill Dresen
126 S Oakland Ave
Decatur, IL 62522

March 28, 2022

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

For the Attention of the City Council

Dear City of Decatur:

The Oakwood Business Association is submitting a petition to host the 12th Annual Oakwood Block Party Series located on S. Oakland Ave during on the following dates.

- Saturday 05/07/2022 Oakwood Block Party
- Saturday 08/20/2022 Oakwood Block Party

We are requesting permission to close the street between the hours of 12:45PM and 2AM on the dates listed above. A petition has been filed with the city police department for street closure. We are requesting extended hours as we have in previous years to accommodate the music stage delivery, set-up, tear down, and pick up. We will reopen the street as soon as the stage is safely removed from the street. We will have the street closed by 2AM following each block party.

Upon approval of the street closing, Donnie's Homespun Pizza is requesting the permission to sell alcohol on the street for consumption within the set perimeter of the block party. Alcohol will be sold between the hours of 12:00 pm and 12:00am on the block party dates listed above.

Donnie's Homespun Pizza will agree adhere to all city liquor regulations.

Our Live music will be scheduled between 12:00PM each date and go no later than 12:10AM.

Thank you in advance for your assistance with this matter.

Sincerely,

Neill Dresen
President

HOLD HARMLESS and INDEMNIFICATION AGREEMENT

Donnie's Homespun Pizza, Inc., hereafter referred to as the "sponsoring agency", for itself, and its successors and assigns, agrees to indemnify and save the City of Decatur, Illinois, its officers, agents, and employees harmless against any and all loss, damage, or expense that it or they may sustain as a result of any suits, actions, or claims of any character brought on account of property damage, injury to, or death of any person or persons, which may arise in connection with the use of City of Decatur property, 100 Block of South Oakland Avenue, for the Oakwood Business Block Party Series on the following dates and times:

Saturday, May 7, 2022, 12 pm through Sunday, May 8, 2022, 2 am
Saturday, August 20, 2022, 12 pm through Sunday, August 21, 2022, 2 am

by the sponsoring agency, its officers, agents, employees, and registrants.

Furthermore, the sponsoring agency agrees to provide the City of Decatur evidence of third party liability insurance coverage for the event in an amount not less than $1,000,000 per occurrence, and $2,000,000 aggregate, for property damage, and personal and bodily injury, including death.

If permission is granted for this event, evidence of liquor liability insurance coverage in an amount not less than $1,000,000 per occurrence and aggregate must also be provided. The City of Decatur, Illinois, must be named as additional insured on both policies for the duration of the Event. Sponsoring agency's insurance will be primary.

For City of Decatur, Illinois:	For Sponsoring Agency: Donnie's Homespun Pizza, Inc.
_____	_____
Authorized Representative	Authorized Representative
_____	3-31-22
Date	Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Debbie Roy	
Dimond Bros. Insurance, LLC 109 South Vine Street Arthur IL 61911	PHONE (A/C, No, Ext): (217) 543-3737	FAX (A/C, No): (217) 543-3743
	E-MAIL ADDRESS: debbie.roy@dimondbros.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Special Insurance Services/SPRISKA	19780
INSURED Donnie's Homespun Pizza, Inc. 126 S. Oakland Decatur IL 62521	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2232920375 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			102020928	03/01/2022	03/01/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 1,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Liquor Liability			102020928	03/01/2022	03/01/2023	Each Common Cause	$1,000,000
							Aggregate Limit	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General certificate for proof of general liability and liquor liability coverage to be extended to the Oakwood Block Party being held from 12:00 P.M. on Saturday May 7, 2022 to 2:00 A.M. on Sunday May 8, 2022 and 12:00 P.M. on Saturday August, 20, 2022 to 2:00 A.M. on Sunday August 21, 2022 on the street directly in front of Donnie's Homespun Pizza, 126 S. Oakland, Decatur, IL. The street will be blocked off on S. Oakland between W. Wood St. & W. Main St., Decatur, IL for this event.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Debbie A. Roy

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DATE: 3/28/2022

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

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

SUBJECT: Ordinance Amending City Code - Chapter 52 - Section 10 - Number of Licenses

SUMMARY RECOMMENDATION: It is staff's recommendation that the City Council pass the proposed ordinance amending Chapter 52, Section 10 by reducing the number of Class A licenses by one. This leaves 39 actively used Class A licenses.

ATTACHMENTS:

Description	Type
Ordinance	Cover Memo

ORDINANCE NO. _____

ORDINANCE AMENDING CITY CODE
- CHAPTER 52 –
- ALCOHOLIC LIQUOR –

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

Section 1. That Chapter 52 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Section 10, so that Section 10 as so modified and amended, shall provide as follows:

10. **NUMBER OF LICENSES.** The issuance of a maximum number of Class A licenses is limited to 39 …

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 4th day of April, 2022.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
CITY CLERK

PUBLISHED this _____ day of _____, 2022.

_____
CITY CLERK

ADDITIONS AND ~~DELETIONS~~

CHAPTER 52
- ALCOHOLIC LIQUOR –

10. **NUMBER OF LICENSES.** The issuance of a maximum number of Class A licenses is limited to 39 ~~40~~ and the issuance of a maximum number of Class B licenses is limited to 53. There shall be no maximum number for the issuance of the respective Class C, Class D, Class E, Class F, Class G, Class I, Class J, Class K, or Class O licenses. Issuance of Class H licenses is limited to 1. Issuance of Class L, Class M and Class N licenses is limited to three (3). Issuance of Class P licenses is limited to 20. If on August 29, 2016, premises were licensed as a Class P or had applied for a Class P license under the then provisions of this Chapter, said premises so long as the same use thereof is continued shall be exempt from said limitation.

SUBJECT: Resolution Amending Agreement with Shemilah Outreach Center for the Clean-Up Green-Up Initiative

ATTACHMENTS:

Description	Type
Council Memo	Cover Memo
Resolution Amending Agreement With Shemilah Outreach Center	Resolution Letter
Agreement	Backup Material

ECONOMIC & COMMUNITY DEVELOPMENT MEMORANDUM
No. 22-17

April 4, 2022

TO: Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution authorizing Amended Agreement with Shemilah Outreach Center.

RECOMMENDATION: Staff recommends adoption of the amended Agreement with Shemilah Outreach Center to continue the Clean-Up Green-Up Initiative within the Johns Hill neighborhood.

BACKGROUND: The Howard Buffet Foundation provided financial support to the City of Decatur for projects aligned with the goals, strategies, mission and vision of the Foundation and the City of Decatur. Approximately $320,000 will be used for site and clean-up related costs in the Johns Hill neighborhoods, which is bound by the following streets: E. Wood St., S. Jasper, E. Cantrell and S. Martin Luther King Jr. Dr.

The Clean-Up Green-Up Initiative is designed to empower residents and youth by providing the resources, tools, and guidance to remove litter, debris, overgrown shrubs, trees, electronics, small structures, and grass cutting. Landscaping will also be provided to enhance the neighborhood, create a sense of place and grow green spaces. Residents will be offered a one-time clean-up at no cost. Each resident will work at least 1 hour as part of the program.

The City of Decatur entered into an agreement with Shemilah Outreach Center, a local nonprofit in May 2021. This resolution will extend the current agreement through December 2022.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

INPUT FROM OTHER SOURCES: Community Partners

STAFF REFERENCE: Should the City Council have any questions, please contact Richelle L. Dunbar at rdunbar@decaturil.gov or 217-424-2864.

BUDGET/TIME IMPLICATIONS: None

RESOLUTION NO._____

RESOLUTION AMENDING AGREEMENT WITH SHEMILAH OUTREACH CENTER FOR THE CLEAN-UP GREEN-UP INITIATIVE

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

Section 1. That the "Clean-Up, Green-Up Initiative", is a community program designed to empower residents and youth by providing the resources, tools, work experience, and guidance to remove litter, debris, overgrown shrubs, trees, electronics, and grass cutting to enhance our community.

Section 2. That the agreement entered into with Shemilah Outreach Center in May 2021 be extended through December 2022.

PRESENTED AND ADOPTED this 4th day of April 2022.

_____

JULIE MOORE WOLFE, MAYOR

ATTEST:

_____

CITY CLERK

CITY OF DECATUR
Clean-Up Green-Up Initiative
SUBRECIPIENT AGREEMENT

This Clean-Up Green-Up Initiative Agreement ("AGREEMENT") is made on this 4th day of April, 2022, by and between the City of Decatur, an Illinois Municipal Corporation ("CITY") and Shemilah Outreach Center, an Illinois Not for Profit Corporation ("SUBRECIPIENT").

WHEREAS, the City is engaged in community revitalization efforts; and,

WHEREAS, the Johns Hill Neighborhood is the location of certain community revitalization efforts; and,

WHEREAS, the City has received a grant and has monies specifically dedicated and directed to the Johns Hill Neighborhood revitalization ("Project"); and,

WHEREAS, Subrecipent is an Illinois Not for Profit Organization formed for the purpose of providing opportunities for youth of the community to learn valuable work skills and habits; and,

WHEREAS, the Project has tasks required for revitalization including, but not limited to, neighborhood cleanups, certain minor repairs and yard maintenance of certain qualifying properties within the Project area; and,

WHEREAS, Subrecipient has the human resources to provide for these certain neighborhood revitalization efforts and tasks; and,

WHEREAS, Subrecipient requires funds and opportunities to promote and provide for the sustainability of Subrecipient; and,

WHEREAS, the Subrecipient will assist and utilize funds provided for the Project in accordance with the guidelines established.

NOW, THEREFORE, it is agreed between the parties hereto that:

Section 1. WORK TO BE PERFORMED BY SUBRECIPIENT. In exchange for receiving grant funds from the CITY, the SUBRECIPIENT shall be responsible for administering the Program in a manner satisfactory to the CITY and in conformance with the terms and conditions set forth in this Agreement.

Section 2. SUBRECIPIENT OBLIGATIONS. Subrecipient shall be obligated to perform and comply with the following:

A. Comply with all applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this agreement.

B. Pick up work orders and any subsequent change orders from the City's Community Development Department and/or confirm receipt of work orders and any subsequent change orders via email directed within 24 hours after being notified by the City of pending work orders.

C. Provide to City a detailed and specific budget and list of expenditures for each work order and any subsequent change orders within 7 business days of receipt of the specific work order.

D. Following approval from the City of the budget and list of expenditures, complete all necessary work set forth in the work order and any subsequent change orders. All work orders and any subsequent change orders must be completed within 5 days following receipt of the order.

E. Remove all large items, small structures, trash and debris as set forth in the work order or subsequent change order.

F. Cut weeds and grass to a height of 3 inches unless otherwise agreed by the resident and the City.

G. Sweep and/or blow all grass and other debris off sidewalks, streets and approaches affected by the clean-up. Grass clippings and other debris shall not be swept into, blown into or allowed to remain on the street.

H. Provide completed work orders to the City's Neighborhood Revitalization Division no more than one time daily. Completed work orders must include before and after photographs of the property set forth in the specific work order and any subsequent change orders.

I. Provide to City a dated invoice and request for payment for each completed order in a manner as directed by the City. All requests for payment must account for all expenditures in compliance with requirements set forth in this Agreement.

J. Obtain written permission from the City's Asst. Director of Economic & Community Development prior to any change in the approved expenditures. Subrecipient's written request shall contain, at a minimum: (1) the reason and justification for the change; (2) the amounts to be changed; and (3) a description of items that are affected. Changes made without the City's prior approval will result in non-reimbursement of expenditures.

K. Maintain insurance as set forth in this Agreement throughout the term of this Agreement.

L. Immediately report to City any damage to property or person caused by Subrecipient, its employees, agents or officers, in the performance of a work order to the resident, owners and City.

M. Provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

Section 3. PAYMENTS.

A. The funds appropriated for the Program shall be for an amount not to exceed One Hundred Thousand Dollars ($100,000.00). Subrecipient acknowledges that the amount of this appropriation is for performance and completion of work and that the scope of work may be adjusted during the program year as determined by the City. Any additional or new appropriations shall occur only upon specific approval by the City. Subrecipient understands that the awarding of the grant under this Agreement in no way implies the continued financial support of the program or services of the Subrecipient by the City beyond the specific period of this Agreement.

B. City shall pay Subrecipient only for those Project costs that have been approved as set forth in the Agreement prior to the performance of any work.

C. Payments to Subrecipient will be made no less than twice a month following inspection and confirmation that all tasks set forth in each work order have been completed in conformance with the work order, the approved budget and expenditure for the specific work order and written approval of the homeowner where the project is being performed and this Agreement.

D. All requests for payments from the City from Subrecipient must be supported by appropriate documentation including, but not limited to, payroll records, invoices, contracts and other documents demonstrating the nature and use of each payment and showing approval of the program director or other authorized official. In addition, the Subrecipient agrees to provide the City such financial reports and additional source documentation as the City may reasonably require and to comply with such reasonable additional financial control procedures as may be required to be retained in files maintained by the Subrecipient

Section 4. TERM OF AGREEMENT. The term of this Agreement shall begin on the date it is entered into and shall end no later than December 31, 2022.

Section 5. NON-COMPLIANCE, SUSPENSION OR TERMINATION.

A. Either Party may terminate the award of funds under this Agreement in whole or in part for their convenience. Termination is effected by the initiating party upon receipt of written notification by the other party setting forth: (1) the reasons for termination; (2) the effective date of termination; (3) the portion to be terminated, in the case of partial termination. In the case of partial termination, if the City in its sole discretion determines that the remaining portion of the award will not accomplish the purposes for which the award was made, it may terminate the entire award.

B. The Subrecipient understands and agrees that if Subrecipient materially fails to comply with any or all provisions of this Agreement, the City may, in its sole discretion, suspend or terminate this Agreement.

C. Material non-compliance includes, but is not limited to, the following:

i. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement.

ii. Ineffective or improper use of funds provided under this Agreement.

iii. Submission of reports by the Subrecipient to the CITY which are late, or incorrect or incomplete in any material respect.

D. In the event and as a result of material non-compliance, the City may take one or more of the following actions:

i. Withhold cash payments pending correction of the deficiency by the Subrecipient.

ii. Disallow and/or deny both use of funds and matching credit for all or part of the cost of the activity or action not in compliance;

iii. Wholly or partially suspend or terminate the current award for the Subrecipient's program;

iv. Withhold further awards for the program or take other remedies that may be legally available including, but not limited to, terminating this Agreement, seeking compensatory and/or liquidated damages for breach of this Agreement, or injunctive or equitable relief in any court of competent jurisdiction.

E. Failure to complete work orders within 5 days following receipt of the work order shall be withdrawn and reissued to another contractor/organization and may be considered a default of this contract.

Section 6. REGULAR MEETING REQUIREMENT. Subrecipient agrees to meet on a regular or as needed basis with the designated staff member of the City's Neighborhood Revitalization Division to discuss general and/or specific issues of this Agreement.

Section 7. RECORD REQUIREMENTS.

A. Subrecipient shall provide the City access to any books, documents, papers and other records of the Subrecipient which pertain to the Project for the purpose of monitoring, making audits, examinations, excerpts, transcripts and photocopying.

B. The records which must be maintained include, but are not limited to:

i. Financial records including payroll records, invoices, contracts, and other documents demonstrating the nature and use of each payment and showing approval of the Program Director or other authorized official as well as such financial reports and additional source documentation as the City may be required to be retained and maintained by the Subrecipient.

ii. Payroll records consisting of a basic time and activity tracking system maintained to substantiate the services and staff time charged to the Project

including, but not limited to time sheets documenting each person's total time and time charged signed by both the employee and authorized supervisor of the employee.

iii. Equipment records for each item of equipment acquired for the Project. Equipment is defined as tangible personal property (including information technology systems) which has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds $500.00. The records shall include: (1) a description (including model and serial number) of the property; (2) the date of acquisition; and (3) the acquisition cost showing the percentage of the total costs paid out of funds for this Project.

Section 8. REPORTING REQUIREMENTS.

A. Reports shall be submitted once a month on the 10th day to the City by the Subrecipient throughout the term of the Program.

B. Reports shall include any and all documentation of all Project expenditures for which payment from the City is sought under this Agreement.

Section 9. NON-DISCRIMINATION. Subrecipient agrees that no person shall, on the grounds of race, color, religion, national origin, sex, sexual orientation, gender identity, marital status, age, source of income, or physical or mental disabilities, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the Subrecipient receives financial assistance from or through the City.

Section 10. EQUAL OPPORTUNITY POLICY/AFFIRMATIVE ACTION PLAN. The Subrecipient will not discriminate against any participants because of race, color religion, sex, sexual orientation gender identity, or nation origin. The Subrecipient will take affirmative action to ensure that the participants are treated without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

Section 11. INDEMNITY. SUBRECIPIENT HEREBY ASSUMES LIABILITY FOR AND AGREES TO PROTECT, HOLD HARMLESS, AND INDEMNIFY THE CITY, ITS ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SERVANTS FROM AND AGAINST ALL LIABILITIES, OBLIGATIONS, LOSSES, DAMAGES, PENALTIES, JUDGEMENTS, 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 SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SERVANTS, IN ANY WAY RELATING TO OR ARISING OUT OF ANY ALLEGATIONS, CLAIMS OR CHARGES OF ANY TYPE OR KIND INCLUDING BUT NOT LIMITED TO, THE USE OF APPLICATION FOR THE GRANT PROCEEDS, THE VIOLATION BY THE SUBRECIPIENT OF ANY OF ITS COVENANTS OR AGREEMENTS UNDER THE AGREEMENT, ANY ACT OR FAILURE TO ACT DONE IN CONNECTION WITH THE PERFORMANCE OR OPERATION OF THE PROJECT, ANY ACT OR FAILURE TO ACT BY ANY OFFICER, EMPLOYEE, AGENT, OR SERVANT OF THE SUBRECIPIENT, 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 THE PROJECT.

Section 12. NOTIFICATION OF CLAIMS.

A. The City agrees to notify the Subrecipient in writing of any claim or liability which the City believes to be covered under this paragraph. The City shall tender, and Subrecipient shall promptly accept tender of, defense in connection with any claim or liability in respect of which indemnification under this paragraph; provided, however, that the counsel retained by Subrecipient to defend the City shall be satisfactory to the City; and the City shall be kept fully informed of the status of the proceeding. In the event that the Subrecipient, within ten (10) days after receipt of notice from the City of a claim or liability which the City believes to be covered under this paragraph, fails to advice the City in writing that the Subrecipient agrees that the City is entitled to indemnification under this paragraph based on the claim or liability, the City, without waiving or prejudicing any claim or right it may have to indemnification, under this paragraph, including the recovery of legal fees and expenses, may retain its on counsel and present its own defense in connection such claim or liability.

B. The City shall not settle or compromise any claim, suit, action, or proceeding in respect of which the Subrecipient has agreed in writing that the City is entitled to indemnification. This paragraph shall survive the termination of the Agreement.

Section 13. INSURANCE. Subrecipient shall carry and provide proof of sufficient insurance coverage to protect Project purchased assets from loss due to theft, fraud, and/or undue physical damage, as well as sufficient insurance coverage in an amount covering all agents, directors, employees and assigns in an amount necessary to indemnify and hold City harmless as set forth in this Agreement.

A. Subrecipient must provide proof of adequate liability insurance and workers' compensation in the form of a Certificate of Insurance. The workers' compensation insurance shall cover all employed persons engaged in work under the Project to the full statutory limits set forth and required in the Illinois Workers' Compensation Act.

B. The minimum acceptable levels of coverage are as follows:

Type	**Minimum Liability Amounts**
Commercial General Liabilities:	
General Aggregate Minimum Limit	$2,000,000
Products-completed Operations Aggregate Minimum Limit	$2,000,000
Each Occurrence Minimum Limit	$1,000,000
Commercial Automobile Liability:	
Bodily Injury & Property Damage Minimum Limit Each Occurrence	$1,000,000

Section 14. NON-PARTICIPATION BY CERTAIN PERSONS. Subrecipient agrees that no officer, employee, designee, agent, or consultant of the City or the Subrecipient who exercises any functions or responsibilities with respect to the Project will have any direct or indirect interest in any proceeds thereof, for the work to be performed in connections with the Project under this Agreement. Subrecipient shall incorporate or cause to be incorporated in any a provision prohibiting such interest in conformance with the provisions of and pursuant to the purposes of this sections

Section 15. INDEPENDENT CONTRACTOR. Subrecipient shall be and act as an independent contractor and not as a partner, joint venture, or agent of the City and shall not bind nor attempt to bind City to any contract. Subrecipient is an independent contractor and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including, but not limited to, workers' compensations insurance.

Section 16. SEVERABILITY. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

Section 17. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the City and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and Subrecipient with respect to this Agreement.

Section 18. NOTICES. All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon delivery. Faxed or emailed communications are acceptable.

If the CITY, to:

Assistant Director of Economic & Community Development
City of Decatur
1 Gary K. Anderson Plaza
Decatur, IL 62523
217-424-2864
Rdunbar@decaturil.gov

If the SUB-RECIPIENT, to:

Shemuel Sanders
Shemilah Outreach Center
229 W. Main St.
Decatur, IL 62523
Shemsanders73@gmail.com
217-519-8994

Section 19. AMENDMENTS. The City and Subrecipient agree that any and all alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed by both parties and attached to the original of this Agreement.

Section 20. BINDING EFFECT. Each party affirmatively represents and states that by entering into and signing this Agreement, that they have the legal authority to do so and that this Agreement shall be binding on its parties, successors and assigns.

IN WITNESS, WHEREOF, the parties have executed this Agreement on the date set forth.

CITY OF DECATUR:

_____ _____

Cordaryl Patrick, Director Date
Economic & Community Development Department

SHEMILAH OUTREACH CENTER:

_____ _____

Shemuel Sanders, Exec. Director Date
Shemilah Outreach Center

DATE: 3/24/2022

MEMO: 2022-19

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

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

SUBJECT:
Resolution Authorizing an Intergovernmental Agreement for the Sharing of Certain Costs Related to Improvement of Portions of Various Public Highways in Macon County, Illinois, Between the City of Decatur, and Harristown Township

SUMMARY RECOMMENDATION:
It is recommended that the City Council approve the attached resolution accepting the intergovernmental agreement for the sharing of certain costs related to improvement of portions of public highways involving the use of micro-surfacing between the City of Decatur and Harristown Township.

BACKGROUND:
Micro-Surfacing projects are focused on slowing the deterioration of pavements that are experiencing moderate wear. The actions of sun, freezing, traffic and age all combine to deteriorate asphalt pavements. Micro-surfacing is designed to seal and protect the pavement surface and slow deterioration which extends the life of the pavement and delays the need for more expensive treatments such as a mill and overlay or total reconstruction. The work involves coating the existing pavement with a thin mix of asphalt emulsion and aggregate which serve to correct minor surface distresses and extend the life of the pavement. When performed at the right time with only moderate wear on the street, micro-surfacing treatments can extend pavement life by 5-7 years. The City has performed micro-surfacing projects in the past with good results. The Macon County Highway Department has also placed micro-surfacing on several County highways, as have some of the nearby Townships and Villages.

The City of Decatur along with the Village of Forsyth, the Village of Mount Zion, the Village of Long Creek, Hickory Point Township, Long Creek Township, Harristown Township, and Macon County propose a combined project that will use micro-surfacing as a cost-effective way of protecting streets in each jurisdiction. Each agency has selected streets appropriate for micro-surfacing treatment and are combining them into one contract to receive more competitive bids and reduce project costs.

In February of 2020, the City entered into an agreement with Macon County, Hickory Point

Township, Long Creek Township, Mount Zion Township, City of Maroa, Village of Forsyth, Village of Long Creek, Village of Mount Zion, and Macon County to combine micro-surfacing projects. As defined under the agreement, the City will act as the lead agency for the combined micro-surfacing project and pay the total cost of the work, with the other agencies agreeing to reimburse the City for the work completed on the streets in their jurisdiction. The subject agreement is between the City of Decatur and Harristown Township and is the same agreement entered into between the City and the other agencies.

The City's micro surfacing project will include portions of three different neighborhoods. See attached location map for information.

SCHEDULE:

Design work on this year's micro-surfacing project is currently underway. It is planned that the combined project could begin as early as May 2022 and be finished by October 2022.

PRIOR COUNCIL ACTION:
February 24, 2020 – Council approved Resolution R2020-26 authorizing an intergovernmental cooperation agreement for the sharing of certain costs related to micro-surfacing improvements between the City of Decatur, Hickory Point Township, Long Creek Township, Mount Zion Township, City of Maroa, Village of Forsyth, Village of Long Creek, Village of Mount Zion, and the County of Macon, Illinois. This agreement expires on December 31, 2024.

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

INPUT FROM OTHER SOURCES:
The Village of Forsyth, the Village of Mount Zion, the Village of Long Creek, Hickory Point Township, Long Creek Township, Harristown Township, and Macon County.

LEGAL REVIEW: The proposed agreement was reviewed and approved by the Legal Department on February 14, 2022. The agreement has also been reviewed and approved by other parties involved.

STAFF REFERENCE: Matt Newell, Public Works Director, Paul Caswell, City Engineer and Griffin Enyart, Assistant City Engineer. Matt Newell will be in attendance at the City Council meeting to answer any questions of the Council on this item. This memorandum was prepared by Griffin Enyart, Assistant City Engineer.

BUDGET/TIME IMPLICATIONS:
Budget Impact:
Funding for micro-surfacing projects is proposed to be allocated in the Local Motor Fuel Tax Fund.

Staff Impact:

Staff time has been allocated for this project in the Capital Improvement Plan.

ATTACHMENTS:

Description	Type
Resolution Authorizing the Intergovernmental Cooperation Agreement with Harristown Township for the 2022 Micro-Surfacing Project, City Project 2022-24	Resolution Letter
Location Map	Backup Material

RESOLUTION NO. _____

RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR THE SHARING OF CERTAIN COSTS RELATED TO IMPROVEMENT OF PORTIONS OF VARIOUS PUBLIC HIGHWAYS IN MACON COUNTY, ILLINOIS, BETWEEN THE CITY OF DECATUR, AND HARRISTOWN TOWNSHIP

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

Section 1. That the Intergovernmental Agreement for the sharing of certain costs related to improvement of portions of various public highways in Macon County, Illinois, between the City of Decatur and Harristown Township, presented to the Council, as Exhibit A, herewith be, and the same is hereby, received, placed on file and approved.

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

PRESENTED and ADOPTED this 4th day of April 2022.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

INTERGOVERNMENTAL AGREEMENT FOR THE SHARING OF CERTAIN COSTS RELATED TO IMPROVEMENT OF PORTIONS OF VARIOUS PUBLIC HIGHWAYS IN MACON COUNTY, ILLINOIS, BETWEEN THE CITY OF DECATUR, AND HARRISTOWN TOWNSHIP

WHEREAS, the City of Decatur, Illinois intends to implement highway improvement projects involving the use of micro-surfacing on various City Streets; and

WHEREAS, Harristown Township, Illinois is desirous of implementing micro-surfacing improvements to various streets and roads under their jurisdiction; and

WHEREAS, intergovernmental cooperation between the City of Decatur, Illinois, and Harristown Township, Illinois is financially beneficial to all agencies by jointly purchasing micro-surfacing services and products; and

WHEREAS, Harristown Township is a body politic and corporate in the State of Illinois; and

WHEREAS, the 1970 Illinois Constitution, Art. VII, Section 10 and 5 ILCS 220/3 provide authority for intergovernmental co-operation;

WHEREAS, the Administrators of Harristown Township believe the improvement to various City Streets and other public roadways in Macon County, Illinois by the City of Decatur will be of benefit to the health, safety and welfare of the residents of Macon County; Illinois, and

NOW THEREFORE, in consideration of the mutual agreement contained in this agreement, the City of Decatur and Harristown Township, Illinois agree as follows, subject to actual construction costs:

1. The City of Decatur agrees to act as the Lead Agency for the micro-surfacing projects unless or until the City of Decatur provides the other participating agencies thirty (30) days written notice of its intention to no longer act as Lead Agency.

2. The responsibilities of the Lead Agency are to facilitate micro-surfacing projects for the participants, including preparing bidding and construction documents, advertising for the bidding process, and awarding the contract for the project.

3. The Lead Agency shall pay for the complete and total costs to the contractors of micro-surfacing select roadways in the County of Macon with reimbursement to the Lead Agency by the other participants.

4. Harristown Township agrees to reimburse the Lead Agency for the complete and total costs of micro-surfacing those select roadways under its jurisdiction in the County of Macon. The Lead Agency will remit no more than monthly invoices to each participant based upon the amount of work performed under the participant's jurisdiction with payment to the Lead Agency within thirty (30) days after date of invoice.

5. Liability Limits

   a. Harristown Township agrees to indemnify, defend, and hold Lead Agency its officers, agents, and employees harmless from and against any and all claims, suits, causes of action, liabilities, damages, judgments or expenses including, but not limited to, reasonable attorney's fees and litigation costs, for personal injuries (including, but not limited to, death) or property damage arising out of the Lead Agency obligations, responsibilities and performance under this agreement. This provision shall not require Harristown Township to indemnify the Lead Agency from the Lead Agency's sole gross negligence or willful misconduct.

   b. During the term of this Agreement, Harristown Township shall at all times procure and maintain insurance and shall name the Lead Agency its officers and employees, as an additional named insured for all insurance. Harristown Township shall furnish certificates and endorsements evidencing insurance and named insured prior to commencement of services under this Agreement.

   c. The Lead Agency shall require the contractor awarded the contract under this agreement to execute contracts indemnifying The City of Decatur and Harristown Township, for any liability arising out of the contractor's work. The Contractor shall provide certificates of insurance evidencing third party insurance in accordance with the construction contract documents and the City of Decatur its officers and employees, and Harristown Township its officers and employees shall be named as additional insured on any liability insurance policy pertaining to work under the contract. Contractor's insurance shall be primary.

6. This agreement shall be in full force and effect upon its proper and legal approval by the City of Decatur and Harristown Township and shall inure to the benefit of the City of Decatur and Harristown Township, their successors and assigns, until the improvements to the micro-surfacing project are completed and all related costs therefore are paid or the project is cancelled.

7. All micro-surfacing projects shall be open to Harristown Township at its discretion, and shall determine its quantities and provide them to the Lead Agency prior to advertising and bidding the project.

8. This agreement between the above parties shall be in full force and effect until December 31, 2022 unless or until a participant sends written notice to the Lead Agency expressing the desire to terminate their participation in this agreement thirty (30) days prior to the expected date of termination.

9. Each signatory to this Agreement represents that it has the authority to enter into and bind the government it represents.

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

PRESENTED, PASSED, AND APPROVED this ___th day of _____ 2022.

CITY OF DECATUR

_____
Julie Moore Wolfe, Mayor

ATTEST:

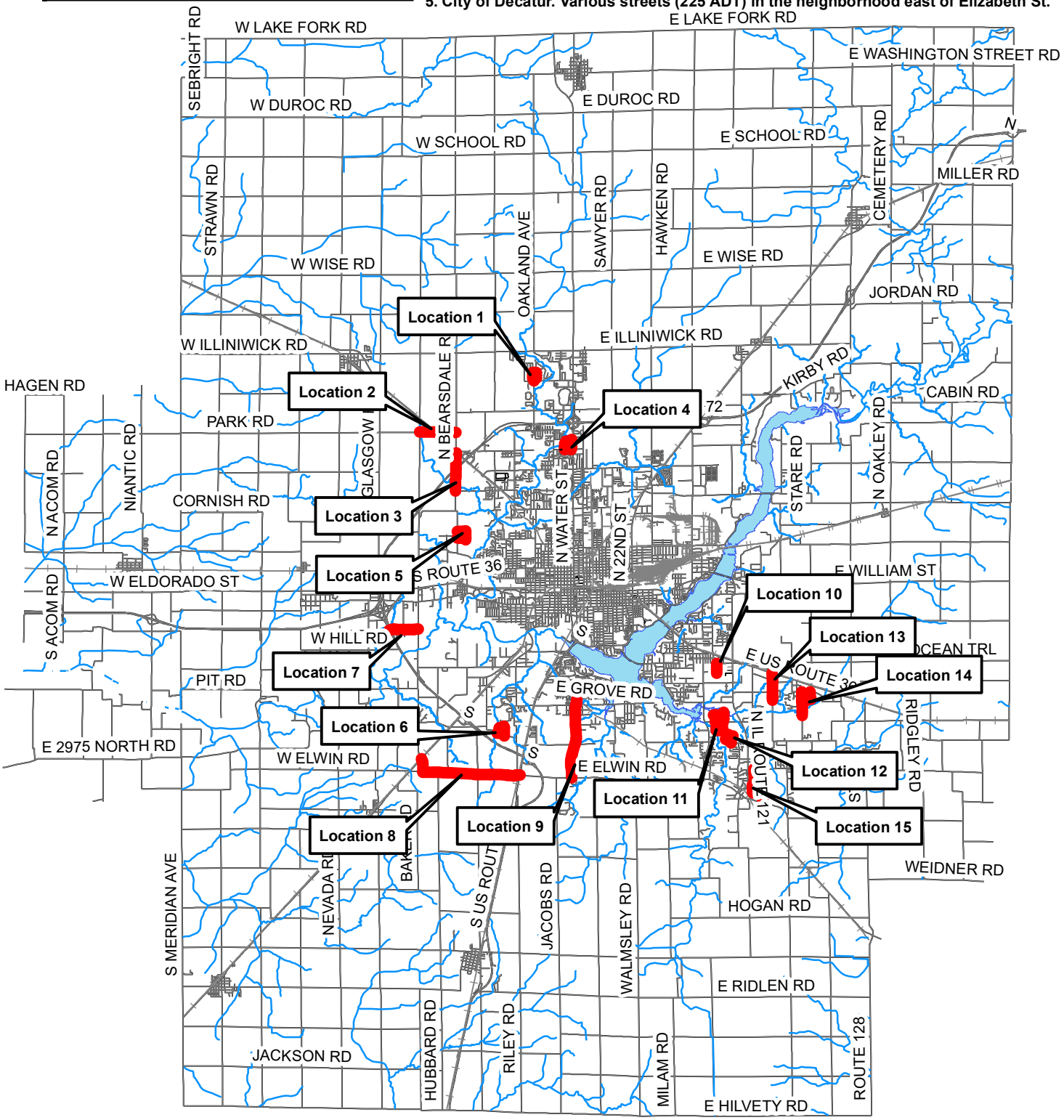
_____
Kim Althoff, City Clerk Date

HARRISTOWN TOWNSHIP

_____
Ted Williams, Road Commissioner

2022 Microsurfacing Project Location Map

1. Village of Forsyth. Streets in the Schroll Pointe subdivision (750 ADT).
2. Hickory Point Township. Park Road (950 ADT) from Wyckles to Bearsdale. There's an omission at the CN Railroad tracks.
3. Hickory Point Township. Bearsdale Road (1000 ADT) from 116' south of Boiling Springs Rd to CN Railroad at IL Route 121. There are omissions at two bridges.
4. City of Decatur. Various streets (under 300 ADT) in the Windsor Village neighborhood north of Ash Ave.
5. City of Decatur. Various streets (225 ADT) in the neighborhood east of Elizabeth St.



6. City of Decatur. Greenview Dr (175 ADT) and Ferris Dr (125 ADT) off of Heritage Rd.
7. Harristown Township. Cantrell Street (1200 ADT) from Bear Road to Wyckles.
8. Macon County. CH-30, Elwin Rd. (1100 ADT) from IL Route 48 to US 51.
9. Macon County. CH-61, Franklin St. (1750 ADT) from Elwin Rd. to the CN Railroad tracks in between east and west Grove Rd.
10. Long Creek Township. 45th St. (175 ADT) south of Maryland St.
11. Long Creek Township. Various streets (400 ADT) north and south of Bentonville Rd. to the west of IL Route 121.
12. Village of Long Creek. Brentwood Dr., Brittany Ct., and Eric Ct. north of Wildwood Dr. (under 300 ADT) in Mt. Zion.
13. Village of Long Creek. Salem School Rd. (1050 ADT) south of US 36 to Verona Dr.
14. Village of Long Creek. Long Creekl Rd. (1250 ADT) and street directly to the east including: Sherry Ct., Rosemary Ct., Angela Dr., and Jennifer Dr.
15. Village of Mt. Zion. Various streets (350 ADT) east of IL Route 121 and south of Spitler Park Dr. incl: May Ct., Mintler Dr., Mintler Ct., and Kirk Dr.

DATE: 3/30/2022

MEMO: 2022-20

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, Public Works Director
Jessica Taylor, Purchasing Supervisor

SUBJECT:
Resolution Accepting the State of Illinois Joint Purchasing Contract Holder Bid Price of Morrow Brothers Ford, Inc. for the Purchase of One (1) F250 Standard Cab Truck.

SUMMARY RECOMMENDATION:
Staff recommends awarding a contract in the State of Illinois Joint Purchasing Agreement amount of $47,770 to Morrow Brothers Ford. The quote amount includes delivery and up fit of utility bed and equipment at Morrow Brothers Facility. Vehicle is being replaced due to age, mileage and condition of vehicle.

BACKGROUND:
The vehicle being replaced is #518 2006 Ford F250 with 119,366 miles**.** This vehicle is a utility service truck used by the City's electricians and traffic signal technician to maintain traffic signals, street lighting and other electrical systems in the City. The Public Works Traffic Section is requesting one (1) new service truck due to the age, miles and condition of the existing truck.

The replacement vehicle is estimated to be delivered within 120 Days.

DISPOSAL OF VEHICLE: The above vehicle will be sold at auction or traded.

PRIOR COUNCIL ACTION: None

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

BUDGET/TIME IMPLICATIONS: Funding expenditure is allocated in the FY2022 Budget.

ATTACHMENTS:

Description	Type
Resolution Accepting the State of Illinois Joint Purchasing Contract Bid Price of	

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE STATE OF ILLINOIS JOINT PURCHASING CONTRACT HOLDER BID PRICE OF MORROW BROTHERS FORD INC. FOR THE PURCHASE OF ONE (1) F250 STANDARD CAB TRUCK

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

Section 1. That the State of Illinois Joint Purchasing bid received for one (1) F250 Standard Cab Truck, presented herewith as Exhibit A be, and it is hereby, received, and placed on file.

Section 2. That the cost of Morrow Brothers Ford Inc., in the amount of $47,770.00, 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 Morrow Brothers Ford Inc., for their State of Illinois Joint Purchasing bid price of $47,770.00.

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

PRESENTED and ADOPTED this 4th day of April 2022.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

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

January 8, 2022

City of Decatur Illinois

Unit: 518

Pre-Ordered 2022 Ford Super Duty Pickup Trucks

Units are available first come first serve and include the following:

Vinyl 40/20/40 Seating, 6.2L V8 Gasoline Engine, Automatic Transmission
Shift on Fly 4x4, Front Tow Hooks, Hour Meter, Daytime Running Lights
Vinyl Floor Covering, Air Conditioning, AM/FM/MP3 Stereo, Back-Up Camera
Bluetooth Hands Free Communications, Power Windows/Locks/Mirrors
Trailer Tow Mirrors w/ Heated Glass, Remote Keyless Entry, Cruise Control
Tilt/Telescoping Steering Column, H.D. Alternator, Dual H.D. Batteries
E-Locking Rear Axle, H.D. Front & Rear Suspension, All-Terrain Tires
Tow Package w/ Receiver Hitch Trailer Wiring 7/4 Pin Connector
All other standard equipment

ILLINOIS CONTRACT # 21-416CMS-P-29479

F250 4x4 Regular Cab 56" CA	$34,980.00	Exterior Color: White
Running Boards	$420.00	
Electronic Back-Up Alarm	$125.00	
Whelen 4 Corner Warning	$890.00	
Whelen 16" LED Mini-Bar	$890.00	
Service Body Painted White	$9,890.00	
Delivery to Decatur Fleet	$350.00	
New M License and Title	$225.00	
Quantity of 1 Grand Total	$47,770.00	

Customer acceptance and approval to order per the above specifications:

Signature_____ Date: _____