



**Monday, March 21, 2022
5:30 PM
City Council Chambers**

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

III. Approval of Minutes

Approval of Minutes of March 7, 2022 City Council Meeting

IV. Unfinished Business

V. New Business

1. Treasurer's Financial Report
2. Resolution Authorizing Acceptance of Intergovernmental Grant Agreement Between the State of Illinois Department of Commerce and Economic Opportunity and the City of Decatur, Illinois
3. Discussion Item - Food Truck Ordinance
4. Resolution Authorizing an Agreement between the City of Decatur and African American Cultural & Genealogical Society of Illinois, Inc. Museum Regarding American Rescue Plan Funds
5. Resolution Authorizing Lake Decatur Lease Agreement between the Decatur Park District, G & H Marine, Inc., and the City of Decatur
6. 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
7. 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

8. 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
9. 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
10. 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. Resolution Receiving and Filing the 2021 Official Zoning Map
 - B. Resolution Approving Appointments - Firemen's Pension Fund Board of Trustees
 - C. Resolution Repealing Resolution No. R2021-182 Regarding Approving an Amendment to the Decatur Macon County Enterprise Zone Intergovernmental Agreement
 - D. Resolution Approving an Amendment to the Decatur Macon County Enterprise Zone Intergovernmental Agreement
 - E. An Ordinance Amending the Property Tax Abatement Qualifying Criteria for the Decatur Macon County Enterprise Zone - City of Decatur
 - F. Resolution Authorizing Signatory Authority International City Management Association – Retirement Corporation (ICMA-RC) Appointment of Plan Coordinator

VI. Other Business

VII. Recess to Closed Executive Session

Recess to Closed Executive Session under Open Meetings Act Section (2) (c) (5) the Purchase or Lease of Real Property for the use of the Public Body.

VIII. Adjournment

Monthly Report, February, 2022

SUBJECT: Approval of Minutes of March 7, 2022 City Council Meeting

ATTACHMENTS:

Description	Type
Minutes of March 7, 2022 City Council Meeting	Backup Material

CITY COUNCIL MINUTES
Monday, March 7, 2022

On Monday, March 7, 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 Lisa Gregory, David Horn, Chuck Kuhle, Ed Culp and Dennis Cooper. Councilman Bill Faber was absent. Mayor Moore Wolfe declared a quorum present.

City Manager Scot Wrighton attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for Appearance of Citizens and the following citizens provided comments to the Council: Daniel Ray Pickrel, Kevin Dukeman, Abeer Motan, Diana Binkley and Justin Watts.

Mayor Moore Wolfe called for Approval of the Minutes.

The minutes of the February 22, 2022, City Council meeting were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Kuhle and on call of the roll, Council members Lisa Gregory, David Horn, Chuck Kuhle, Ed Culp, Dennis Cooper and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

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

R2022-37 Resolution Authorizing Application Submittal and Execution of, the Illinois Rebuild II Public Transportation Capital Assistance Grant Under the IDOT's General Authority to Make Such Grants, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

Deputy City Manager Jon Kindseth answered questions from Council members regarding alternative fuel options for city buses.

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

R2022-38 Resolution Authorizing Real Estate Agreement-Angle Court, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution and answered questions from Council members concerning a species inventory and shoreline protection provisions.

Mr. Tim Vieweg spoke in support of the proposed Resolution.

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

R2022- 39 Resolution Accepting the Sourcewell Bid Price from Altorfer for the Purchase of Two (2) Caterpillar 926 M Wheel Loaders, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2022-40 Resolution Accepting the Bid of Paul Tree Farms LLC to Provide and Plant Trees for the City of Decatur, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

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

Motion Adopting City Council Policy Tree Planting Program, was presented. Councilwoman Gregory moved the Motion do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Motion.

Council members discussed tree planting procedures and requirements.

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

R2022-41 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Insituform Technologies USA, LLC for 2022 Trenchless Long Lining Repairs Project, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Public Works Director Matt Newell gave an overview of the Resolution.

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

R2022-42 Resolution Accepting the Automotive Equipment Sales and Service Quote Price for the Replacement of Fleet Maintenance Garage Bay #16 Heavy Truck In Ground Lift, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Public Works Director Matt Newell gave an overview of the Resolution.

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

2022-07 Ordinance Amending City Code Chapter 52 - Alcoholic Liquor, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Ordinance.

Council members discussed safety of employees at liquor establishments and the connection between drive-thru liquor sales and late-night street parties.

Deputy Police Chief Allen shared statistics on the illegal transportation of alcohol and DUI citations.

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

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

Item A. 2022-08 Ordinance Annexing City Owned Property 4219 North Neeley Avenue
Item B. R2022-43 Resolution Authorizing Signatory Authority Illinois Municipal Retirement Fund Appointment of Authorized Agent
Item D. R2022-45 Resolution Authorizing the Execution of an Agreement with GreenTrac LLC for the Demolition of the Vacant Buildings at 821-825 N. Water Street

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

R2022-44 Resolution Authorizing the Execution of an Agreement with Parkland Environmental Group for the Demolition of the Vacant Building at 438 W North St. was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton answered questions from Council members regarding costs associated with demolitions.

Corporation Counsel Wendy Morthland answered questions from Council members concerning recouping costs of demolitions from owners of derelict properties.

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

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

Council members discussed the idea of temporarily halting the 5-cent local motor fuel tax and explored other options due to surging costs in gas prices.

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

Mayor Moore Wolfe declared the City Council meeting adjourned at 6:56 p.m.

Approved _____
Kim Althoff
City Clerk

SUBJECT: Treasurer's Financial Report

ATTACHMENTS:

Description	Type
Treasurers Financial Report Commentary	Presentation
Treasurer's Financial Report	Backup Material



CITY OF DECATUR ILLINOIS

ONE GARY K. ANDERSON PLAZA

DECATUR, ILLINOIS 62523

Treasurers Financial Report February 2022

The Year in Play

The total adopted budget for fiscal year 2022 authorizes \$253.3 million in expenditures against \$256.5 million in authorized revenues, representing an in-period cash basis surplus of \$3.2 million.

The General Fund budget, as a part of the adopted City budget, includes General Fund Revenue of \$78.2 million and Expense of \$78.2 million, representing an in-period balanced budget.

City Financial Position

The City of Decatur ended February 2022 with a total cash position of \$84.7 million (excluding trust and agency funds earmarked for Police and Fire pensions) versus the cash position of \$91.4 as of the end of January.

The City General Fund ended February 2022 with a cash position of \$17.5 million versus the January cash position of \$16.5 million. The General Fund is the primary operating fund of the City which provides the cash to pay for the basic services to citizens and stakeholders, including public safety protection, public works services, code enforcement, economic and community development services as well as general government service.

The General Fund cash reserve position on February 28th of \$17.5 million represents 82 days of budgeted fiscal year 2022 expense coverage in the City General Fund. The council approved cash reserve policy is a 60-day cash reserve or with current budget expenses, which is about \$13 million.

The current General Fund cash position is somewhat overstated, because at only two months into the Fiscal Year, it is too early to predict revenue trends and it excludes overtime and other payroll costs that peak in the summer months. Still, it is a positive development.

City cash on February 28th excluding the General Fund cash position is \$67 million. It is contained in Special Revenue funds (\$14.1 million), TIF Redevelopment funds (\$2.7 million), Capital funds (\$6.3 million), Debt Service fund (\$.2 million), Internal Service funds (\$3.9 million) and Enterprise funds (\$39.8 million), which are earmarked for specific purpose and not expendable to finance the cost of basic services provided to citizens and stakeholders.

Fund Type	Jan-22	Feb-22	Comment
Special Revenue	13.6	14.1	Library, State MFT, Local MFT, Federal programs, etc.
TIF Redevelopment	2.7	2.7	Debt service and redevelopment agreement obligations
Capital	4.5	6.3	Capital funding available
Debt	1.4	0.2	Debt service obligations
Internal Service	3.6	3.9	Risk insurance, EE healthcare benefits, Fleet maintenance
Enterprise	46.8	39.8	Utilities – Water, Sewer, Storm Water, Transit, Recycling, Fiber
Non-General Fund	74.9	67	
General Fund	16.5	17.5	Basic services to citizens and stakeholders
Total City Cash	91.4	84.7	

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

Changes of note in the period:

- The Water Fund (Fund 80) had an extremely large expense budget in February, of about \$8.5 million dollars. This is because of a scheduled \$6.7 million dollar payment of General Obligation bond debt that happens at this time every year until the bond is paid off.
- The Sewer Fund (Fund 78) purchased \$150,000 in automotive equipment, and is continuing its annual work of repairs.
- State MFT Fund is in a positive cash position (\$4.2 million), as Public Works makes progress on the Brush College Transportation project.
- Capital Funds cash balances stayed mostly flat at \$6.4 million; the 2018 Project Fund stayed flat, with no major expenses this year yet for fire station construction; the Equipment Replacement fund spent about \$120,000 for vehicle acquisitions.
- Enterprise funds decreased (\$7 million); water funds decreased (\$6 million) as a result of in period debt service payments (\$6.7 million); the sewer fund decreased (\$0.2 million) as in period sewer expenses exceeding in period operating and capital expenditures, the storm water fund decreased (\$0.1 million) as in period expenses exceeded in period revenues.
- Public Transit fund is in a negative cash position of \$1.8 million, awaiting receipt of State and Federal operating grant funding.

General Fund Position

Cash

The City General fund cash position ended December at \$17.5 million, an increase from the January cash position of \$16.5 million. The current cash balance represents a cash reserve position of about 82 days.

General Fund Result

City General Fund position of revenue received versus expense incurred to date is as follows for the period ending February 2022.

\$(000)	Budget(4)	Year to Date(1)	Budget Target(2)	% vs Target(3)
Revenue	78,200	11,499	10,488	10%
Expense	78,200	9,987	11,915	-16%
Surplus	-	1,512	(1,427)	

Chart notes

1 – actual year to date general fund revenue and expense

2 – budget year to date general fund revenue and expense, as amended with council budget amendment ordinance 2021-43

3 – year to date percentage comparison of actual to budget

4 – annual budget, with Council Adoption on December 7, 2020

General Fund Revenue

Revenue to date through February is \$11.5 million versus budget to date revenue of \$10.5 million, above budget by \$1 million or 9%.

Year to date position of revenue vs. budget

GENERAL GOV TAXES	Actual YTD	Budget YTD	vs Budget	% vs Budget
PROPERTY TAX	-	-	-	-
MOBILE HOME PRIVELEGE TAX	-	-	-	-
STATE SALES TAX	2,084,998	1,854,827	230,171	11%
TELEPHONE UTILITY TAX	193,873	181,112	12,761	7%
FOOD & BEVERAGE TAX	594,284	511,638	82,646	14%
HOTEL AND MOTEL TAX	132,462	88,866	43,596	33%
LOCAL SALES TAX	2,020,160	1,654,609	365,551	18%
AVIATION FUEL TAX	1,897	1,200	697	37%
LOCAL USE TAX	468,471	640,720	(172,249)	-37%
AUTO RENTAL TAX	7,098	5,567	1,531	22%
UTILITY TAX - ELECTRIC & GAS	451,232	884,159	(432,927)	-96%
VIDEO GAMING TAX	381,005	400,000	13,085	-5%
CABLE TV TAX	248,753	367,920	(119,167)	-48%
Sub Total	6,584,231	6,590,618	25,693	100%
GENERAL GOVERNMENT (INTERGOV)				
LOCAL REPLACEMENT TAX	-	-	-	-
STATE REPLACEMENT TAX	379,831	202,809	177,022	47%
STATE INCOME TAX	2,159,004	1,635,503	523,501	24%
FEDERAL GRANTS	122,698			
STATE GRANTS OR OTHER	-		-	
POLICE OT REIMBURSEMENTS	7,533	20,000	(12,467)	-166%
CANNABIS TAX	19,761	15,495	4,266	22%
Sub Total	2,688,827	1,873,807	692,322	30%
GENERAL GOVERNMENT (SERVICE)				
Sub Total	1,366,950		1,366,950	
GENERAL GOV LICENSES/PERMITS				
Sub Total	333,996		333,996	
GENERAL GOV OTHER				
Sub Total	525,797			
General Fund Total (year-to-date)	11,499,801	10,488,597	1,011,204	9%

Revenue numbers may not add due to rounding

Revenue Comments (of significant revenue matters)

- Property tax revenues are not disbursed until June.

- Local and state economic indicator taxes, which are distributed with a 1-3 month lag between merchant collection and distribution to the city, show strong growth. The exception to this is Local Use Tax, which is a tax imposed on the privilege of using, in Illinois, any item of tangible personal property that is purchased anywhere at retail.
- As of the timing of this report, the City did not receive a February utility tax distribution.

Summation

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

Key General Fund revenues supporting General Fund expenses are presented in the chart below depicting the full year budget, year-to-date revenue received, with comparison to the full year budget and prior year revenue receipt. Note, video gaming tax shows a large percent increase year over year because in 2021 facilities were shut down for a period.

	2022 Budget	2022 YTD	YTD % of budget	2021 YTD	% Change year vs year
State Sales Tax	12,556,000	2,084,998	16.6%	1,794,466	16.2%
Local Sales Tax	11,521,000	2,020,160	17.5%	1,594,496	26.7%
State Income Tax	9,958,000	2,159,004	21.7%	1,660,408	30.0%
Utility Tax (Gas/Electric)	4,925,000	451,232	9.2%	387,338	16.5%
Food & Beverage Tax	3,651,000	594,284	16.3%	496,737	19.6%
State Local Use Tax	3,199,000	468,471	14.6%	622,059	-24.7%
Video Gaming Tax	2,400,000	381,005	15.9%	85,531	345.5%
State Replacement Tax	1,557,000	379,831	24.4%	186,281	103.9%
Hotel Use Tax	849,000	132,462	15.6%	84,634	56.5%
Cable TV Tax	1,127,000	248,753	22.1%	364,277	-31.7%

General Fund Expense Comments

On a year-to-date basis, general fund spending of \$72.8 million is below budget by \$3.090 million or 4%.

Year to date position of expense vs. budget

	Actual	Yearly Budget	% of Budget
General Government	1,530,716	10,639,045	14%
Developmental Services	499,906	4,171,895	12%
Public Safety	6,268,066	52,486,559	12%
Public Works	1,621,332	10,902,501	15%
General Fund Expense	9,920,020	78,200,000	13%

Expense numbers may not add due to rounding

Year to date, personnel expenses are below budget \$2 million, operating expense below budget by about \$56,000 thousand.

Of 393 budgeted general fund staffing positions that are full-time, 376 have been filled as of February 28th. Vacant positions account for the majority of personnel expenses being below budget.

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

Fund	Fund Balance	Comment
Federal HOME	181,729	Federally approved programs
Federal CDBG	11,209	
State Drug Enforcement	300,100	Police programs
Federal DUI Drug Enforcement	225,128	Police programs
Building Fund	222,230	R&M and capital of Library facility
Public Library	1,133,041	Operational fund of Library
Library Capital	533,467	Capital Expense requirements and cash reserves
Library Trust	124,896	Donations received in trust for specific purpose as defined by the donors and unavailable for other use
Local Roads and Streets	659,660	Street repairs and maintenance
Motor Fuel Tax	4,255,630	Street repairs and maintenance
Community Revitalization	5,250,016	Revitalization initiatives
2018 Project	2,959,059	General Obligation bond proceeds for construction of new fire stations

Capital Project	75,874	Minimal funding available
Equipment Replacement	1,500,204	Police, fire and public works capital requirements including vehicle replacements
Debt Fund	194,913	Debt payments on current debt issues
Fleet Maintenance	357,356	Repair and maintenance of city vehicle fleet
Risk Management	2,363,488	Cash reserves for ongoing business insurance costs including liability, property, & worker's compensation
Employee Insurance	1,212,173	Coverage for healthcare and other benefit expenses.
Public Transit Operations	(1,795,357)	Operational and capital funding of the transit system
Fiber Optics	1,096,467	City investment in the next phase of a fiber optic network
Storm Water	2,998,790	Balance and ongoing cash flow is sufficient to fund currently defined storm water projects
Sewer	13,654,015	Balance and ongoing cash flow is sufficient to fund currently defined sewer projects
Water Utility	2,036,544	Balance and ongoing cash flow is sufficient to fund currently defined water projects.
Water Bond	12,500,000	Project completed and unspent funds are remaining
Grant	282,378	Unbudgeted FY2022 grants
ARP	1,731,358	Federal ARP funds as per city budget

The Trust & Agency Fund balance of \$190.5 million is sequestered in the Police and Fire Pension Funds and are not available for expenditure on other city operations.

Investments

City investments include \$10.7 million in US Treasury Bonds. The investment schedule provides the details of the investments. The investments are comprised of fire station initiative bond proceeds and pooled cash.

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

The interest earnings from the investments to date have earned the city about \$1.1 million. Additional interest income will accrue to the city over the period to investment maturity in an amount approximating \$0.1+ million.

Investment instruments are in accordance with the City Investment Policy with interest rates maximized given available current marketplace investment returns. Interest rates are, at this time, particularly low.

Debt

Debt outstanding is \$158 million and includes all outstanding bond debt, notes and loan payable and capital leases. There are approximately \$21 million dollars in debt payments scheduled for FY2022. All debt principal and interest payments are covered within the 2022 fiscal year operating plan and budget and are secured within the current cash flow operations of the city.

Revenue Tracking

City-wide Revenue received to date in the fiscal month ending February of \$28 million is 11% of the annual revenue budget of \$256.5 million.

Of note, the property tax revenues received by the City according to the 2020 Tax Levy in effect, provide the cash resources to fund City contributions to the Police and Firemen's Pension Fund, fund City contributions to the operation of the Decatur Public Library, provide City funding for a portion of the General Obligation Bond debt payments, and provide funding for the City contribution to the Decatur Municipal Band.

The property tax revenues received in FY2022 provide for the pension funds, operation of the Library, debt payments and the Municipal Band. Only a portion of the city's operational costs are funded by property tax, which are more generally funded by a variety of other revenues such as state income and use taxes, or fees for service, as per the Water Fund.

Property Tax for FY2022

The levy for the coming FY is \$16,307,521, up from \$14,462,508 in FY2021; the increase of which is planned to take in new growth and annexations and not EAV growth. The City property tax levy is 16% of the total property tax rate for City property owners.

Expenditure Tracking

City-wide expenditures to date thru December of \$35 million is 14% of the full year budget of \$253.3 million.

Water Utility

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

Water Utility performance achieved through the end of February, on an operating margin (before debt service) \$1.5 million of revenue over expenses. This is comparable to \$1.4 million in FY2021. There is approximately \$13.4 million in outstanding debt, of which \$7.5 million was paid during February.

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

Headcount Staffing

Current full-time staffing level is 427 FTE’s versus budget of 455 FTE’s.



Fiscal Year 2022

Fiscal Period Ending February 2022

City of Decatur

Treasurer's Financial Report

Report Distribution:

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

Prepared By:

Office of the City Treasurer

City of Decatur
Treasurer's Cash Report

Month of: February 2022

<i>Fund</i>	<i>Fund Name</i>	<i>Opening Cash & Investments</i>	<i>Receipts</i>	<i>Disbursements</i>	<i>Balance Sheet Accts Activity</i>	<i>Investment Transfers</i>	<i>Ending Cash Balance</i>	<i>Investments</i>	<i>Total Cash & Investments</i>	<i>Interfund Loans (Borrowing)</i>
10	General Fund	16,508,837.11	5,383,439.90	4,283,155.55	(27,638.14)		17,581,483.32		17,581,483.32	0.00
	Special Revenue Funds									
16	COMMUNITY GRANT FUND	(8,186.29)	0.00	198.03	0.00		(8,384.32)		(8,384.32)	
17	HOME FUND	181,729.11	4,722.27	3,699.44	0.00		182,751.94		182,751.94	
18	CDBG FUND	11,208.72	56,675.96	56,764.97	0.00		11,119.71		11,119.71	
22	DUATS FUND	84,760.75	0.00	0.00	0.00		84,760.75		84,760.75	
25	STATE DRUG ENFORCEMENT	283,544.20	7,792.58	0.00	8,763.08		300,099.86		300,099.86	
26	DUI FINES AND FEES FUND	234,846.87	4,751.95	14,470.61	0.00		225,128.21		225,128.21	
27	POLICE LAB & PROGRAMS	187,336.78	0.00	0.00	0.00		187,336.78		187,336.78	
30	FEDERAL DRUG ENFORCEMENT	265,152.39	0.00	1,200.00	0.00		263,952.39		263,952.39	
34	BUILDING FUND	214,969.81	49,115.00	41,854.39	0.00		222,230.42		222,230.42	
35	LIBRARY FUND	1,394,340.03	47,544.36	308,843.66	0.00		1,133,040.73		1,133,040.73	
36	MUNICIPAL BAND FUND	102,149.19	1,048.00	224.00	0.00		102,973.19		102,973.19	
37	FOREIGN FIRE INSURANCE FUND	179,835.60	1.35	7,070.69	0.00		172,766.26		172,766.26	
42	LOCAL STREETS & ROADS	1,089,791.55	146,251.08	576,382.36	0.00		659,660.27		659,660.27	
46	MOTOR FUEL TAX FUND	3,202,898.71	1,153,547.19	100,815.55	0.00		4,255,630.35		4,255,630.35	
58	LIBRARY CAPITAL	533,466.61	0.00	0.00	0.00		533,466.61		533,466.61	
59	LIBRARY TRUST FUNDS	123,282.93	200.00	(1,412.86)	0.00		124,895.79		124,895.79	
82	DCDF FUND	153,507.64	1,367.79	3,187.05	0.00		151,688.38		151,688.38	
84	COMMUNITY REVITALIZATION	5,353,171.76	3,719.00	106,874.38	0.00		5,250,016.38		5,250,016.38	
85	GRANT FUND	81,586.80	200,791.41	0.00	0.00		282,378.21		282,378.21	
	Total Special Revenue Funds	13,669,393.16	1,677,527.94	1,220,172.27	8,763.08	0.00	14,135,511.91	0.00	14,135,511.91	0.00
	TIF & Redevelopment Funds									
19	OLDE TOWNE TIF FUND	197,887.95	0.00	0.00	0.00		197,887.95		197,887.95	
21	WABASH CROSSING TIF	1,691,619.59	0.00	0.00	0.00		1,691,619.59		1,691,619.59	
23	EASTGATE TIF FUND	378,530.32	17,500.00	0.00	0.00		396,030.32		396,030.32	
24	SOUTHSIDE TIF FUND	148,375.10	0.00	0.00	0.00		148,375.10		148,375.10	
28	PINES SHOPPING CENTER TIF	104,423.10	2,833.00	0.00	0.00		107,256.10		107,256.10	
29	GRAND & OAKLAND TIF	189,982.66	5,413.00	0.00	0.00		195,395.66		195,395.66	
	Total TIF & Redevelpmnt Funds	2,710,818.72	25,746.00	0.00	0.00	0.00	2,736,564.72	0.00	2,736,564.72	0.00
	Capital Funds									
40	PEG CAPITAL FUND	107,853.72	13,041.25	2,027.62	0.00		118,867.35		118,867.35	
44	2018 PROJECT FUND	2,961,680.99	(141.18)	2,480.46	0.00		2,958,525.10	534.25	2,959,059.35	
45	CAPITAL PROJECT FUND	80,873.88	0.00	5,000.00	0.00		75,873.88		75,873.88	(1,081,816.00)
61	EQUIPMENT REPLACEMENT	1,617,148.27	450.00	117,394.14	0.00		1,500,204.13		1,500,204.13	
99	AMERICAN RESCUE PLAN	1,798,097.44	0.00	66,738.96	0.00		1,731,358.48		1,731,358.48	
	Total Capital Funds	6,565,654.30	13,350.07	193,641.18	0.00	0.00	6,384,828.94	534.25	6,385,363.19	(1,081,816.00)

City of Decatur
Treasurer's Cash Report

Month of: February 2022

<i>Fund</i>	<i>Fund Name</i>	<i>Opening Cash & Investments</i>	<i>Receipts</i>	<i>Disbursements</i>	<i>Balance Sheet Accts Activity</i>	<i>Investment Transfers</i>	<i>Ending Cash Balance</i>	<i>Investments</i>	<i>Total Cash & Investments</i>	<i>Interfund Loans (Borrowing)</i>
50	Debt Fund DEBT FUND	1,470,256.62	21,729.00	1,297,072.50	0.00		194,913.12		194,913.12	0.00
60	Internal Service Funds FLEET MAINTENANCE	345,217.17	258,595.60	246,456.62	0.00		357,356.15		357,356.15	
64	RISK MANAGEMENT	2,065,169.09	349,998.92	51,679.78	0.00		2,363,488.23		2,363,488.23	
65	INSURANCE FUND	1,212,657.25	885,375.20	885,859.04	0.00		1,212,173.41		1,212,173.41	
	Total Internal Service Funds	3,623,043.51	1,493,969.72	1,183,995.44	0.00	0.00	3,933,017.79	0.00	3,933,017.79	0.00
70	Enterprise Funds MASS TRANSIT -OPERATION	(1,206,744.07)	83,982.60	672,595.43	0.00		(1,795,356.90)		(1,795,356.90)	
77	FIBER OPTICS	950,579.68	145,980.00	93.00	0.00		1,096,466.68		1,096,466.68	
78	STORM WATER	3,192,116.81	113,949.62	307,276.11	0.00		2,998,790.32		2,998,790.32	
79	SEWER FUND	13,826,258.16	578,652.58	750,895.28	0.00		13,654,015.46		13,654,015.46	
80	WATER FUND	8,117,411.97	2,831,716.54	8,850,706.82	(61,877.47)		2,036,544.22		2,036,544.22	
81	WATER CAPITAL	9,054,234.79	0.00	205,062.37	0.00		8,849,172.42		8,849,172.42	1,081,816.00
86	WATER DEBT	12,500,000.00	0.00	0.00	0.00		12,500,000.00		12,500,000.00	
88	RECYCLING PROGRAM	240,547.81	56,190.97	53,431.94	0.00		243,306.84		243,306.84	
89	WATER BOND	217,329.47	0.00	0.00	0.00		217,329.47		217,329.47	
	Total Enterprise Funds	46,891,734.62	3,810,472.31	10,840,060.95	(61,877.47)	0.00	39,800,268.51	0.00	39,800,268.51	1,081,816.00
90	Trust & Agency Funds FIRE PENSION FUND CASH	1,951,217.58	149,809.29	789,606.10	0.00		1,311,420.77		1,311,420.77	
90	FIRE PENSION INVESTMENTS	78,360,273.38	0.00	0.00	0.00			78,360,273.38	78,360,273.38	
	TOTAL FIRE PENSION	80,311,490.96	149,809.29	789,606.10	0.00	0.00	1,311,420.77	78,360,273.38	79,671,694.15	
91	POLICE PENSION FUND CASH	720,368.23	176,151.11	884,179.11	0.00	2,800,000.00	2,812,340.23		2,812,340.23	
91	POLICE PENSION INVESTMENTS	109,762,437.45	1,117,655.36	0.00	0.00	(2,800,000.00)		108,080,092.81	108,080,092.81	
	TOTAL FIRE PENSION	110,482,805.68	1,293,806.47	884,179.11	0.00	0.00	2,812,340.23	108,080,092.81	110,892,433.04	
	Total Trust & Agency Funds	190,794,296.64	1,443,615.76	1,673,785.21	0.00	0.00	4,123,761.00		190,564,127.19	0.00
	Total City Funds	282,234,034.68	13,869,850.70	20,691,883.10	(80,752.53)	0.00	88,890,349.31	534.25	275,331,249.75	
Memorandum Items										
	Pooled Cash Investments							10,772,352.38	10,772,352.38	
	City Funds ex Trust & Agency	91,439,738.04	12,426,234.94	19,018,097.89	(80,752.53)	0.00	84,766,588.31	10,772,886.63	84,767,122.56	0.00

City of Decatur
Monthly Fund Balance History

Period Ending: February 2022

<u>Fund</u>	<u>Year</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>
10 General	2020	8,296,671	9,275,978	9,688,689	7,932,274	7,953,057	7,793,619	8,152,494	9,790,220	10,145,372	9,070,165	9,265,579	7,617,009
	2021	8,542,498	8,764,962	12,423,940	11,749,497	13,476,379	15,158,613	16,606,553	17,109,697	16,329,193	16,599,570	17,582,288	15,997,078
	2022	16,508,817	17,581,483										
16 Community Grant	2021	-	-	-	-	-	(720)	(1,644)	(2,952)	(4,974)	(5,821)	(7,680)	592
	2022	(8,186)	(8,384)										
17 HOME	2020	58,171	63,167	64,682	65,679	68,990	72,992	76,881	76,810	78,493	79,174	80,234	78,765
	2021	82,742	83,666	84,726	85,829	86,429	59,794	60,596	62,353	63,293	77,869	64,673	181,040
	2022	181,729	182,752										
18 CDBG	2020	6,590	9,041	9,296	9,519	5,258	1,655	(210,259)	(162,671)	(211,294)	(213,535)	(215,415)	642
	2021	19,245	54,686	10,041	10,041	15,889	5,506	(206,918)	(208,778)	11,078	11,189	(26,508)	10,948
	2022	11,209	11,120										
19 Olde Towne TIF	2020	78,936	78,987	79,675	79,678	79,680	(90,533)	212,774	467,568	-	823,319	866,329	79,848
	2021	93,791	147,360	147,447	147,447	147,447	70,506	571,214	577,245	709,376	987,798	1,005,655	197,888
	2022	197,888	197,888										
20 Southeast TIF	2020	19,444	17	8,703	17,284	124	8,717	130,851	144	10,770	141,952	152,461	26,570
	2021	27,227	27,227	27,232	5	5	15	178,106	178,106	302,627	6,961	15,896	-
	2022	-	-	-	-	-	-	-	-	-	-	-	-
21 Wabash TIF	2020	826,965	827,504	828,651	828,679	828,707	829,845	896,454	869,354	935,827	943,340	943,593	1,115,501
	2021	1,349,330	1,349,330	1,349,646	1,349,646	1,349,646	1,350,520	1,520,045	1,520,045	1,580,840	1,689,898	1,690,462	1,691,620
	2022	1,691,620	1,691,620										
22 DUATS	2020	335	63,201	48,202	48,051	50,383	60,605	63,240	63,242	41,217	63,218	62,983	31,799
	2021	49,456	51,308	56,842	56,502	54,832	58,987	58,812	47,701	52,841	52,379	73,255	73,256
	2022	84,761	84,761										
23 East Gate TIF	2020	264,003	282,998	300,481	317,552	324,674	18,037	44,902	162,791	180,103	208,531	243,355	261,205
	2021	279,195	296,575	314,143	335,150	352,650	370,374	430,984	459,890	511,662	325,806	343,400	361,030
	2022	378,530	396,030										
24 Southside TIF	2020	89,833	89,892	90,035	90,038	90,041	59,000	59,005	100,602	100,702	102,628	102,655	102,666
	2021	102,735	102,735	102,763	102,763	102,763	102,835	146,253	146,253	146,270	148,287	148,321	148,375
	2022	148,375	148,375										
25 State Drug	2020	203,517	228,717	216,717	194,215	197,228	178,719	175,465	181,665	192,639	164,356	237,672	263,300
	2021	228,606	277,014	245,998	241,640	237,645	244,414	300,292	279,508	294,722	253,171	246,045	295,565
	2022	283,544	300,100										
26 DUI	2020	229,507	211,043	223,169	227,377	233,934	247,843	245,864	267,645	264,925	236,261	240,716	234,248
	2021	501,181	481,579	476,366	425,979	432,432	434,306	445,170	449,343	446,562	336,932	324,074	233,735
	2022	234,847	225,128										

City of Decatur
Monthly Fund Balance History

Period Ending: February 2022

<u>Fund</u>	<u>Year</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>
27 Police Lab	2020	209,760	210,051	210,466	210,454	192,461	192,160	191,527	191,851	191,972	189,820	189,969	190,115
	2021	190,205	189,521	189,574	189,764	189,826	189,443	187,865	187,988	187,580	187,745	187,142	187,337
	2022	187,337	187,337										
28 Pines TIF	2020	98,532	97	2,683	5,213	9,041	11,643	14,175	53,771	56,332	94,227	97,597	100,385
	2021	103,275	106,124	108,982	5,653	8,486	11,360	50,752	53,585	92,993	95,825	98,673	101,591
	2022	104,423	107,256										
29 Grand/Oakland TIF	2020	166,878	165	5,741	11,222	10,723	16,323	21,806	83,650	89,180	157,219	156,545	161,967
	2021	167,574	172,987	178,448	17,658	16,284	21,773	92,235	97,648	168,119	173,558	178,997	184,570
	2022	189,983	195,396										
30 Federal Drug	2020	132,237	129,723	129,771	129,775	129,780	266,617	266,626	261,140	272,252	272,252	274,999	274,999
	2021	274,999	274,999	274,999	274,999	250,999	250,549	261,561	261,561	265,152	265,152	265,152	265,152
	2022	265,152	263,952										
34 Building	2020	930,823	713,327	733,419	447,419	459,843	169,755	133,534	142,422	111,987	119,445	123,869	220,922
	2021	233,999	246,982	264,231	271,861	283,471	268,545	269,042	194,401	207,035	209,690	207,593	199,313
	2022	214,970	222,230										
35 Library	2020	1,174,592	947,971	712,219	451,545	265,528	24,694	602,238	1,244,500	1,136,872	1,901,255	1,717,359	1,469,875
	2021	1,351,862	1,098,707	833,977	582,710	463,087	212,852	1,590,859	1,505,165	1,904,149	2,191,658	1,963,435	1,551,584
	2022	1,394,340	1,133,041										
36 Band	2020	34,835	35,340	36,232	37,077	35,922	36,815	54,072	62,555	60,792	96,501	98,740	99,930
	2021	101,531	100,790	101,642	97,861	98,691	94,322	116,819	91,217	90,063	99,387	101,187	103,384
	2022	102,149	102,973										
37 Foreign Fire Ins	2020	199,066	180,822	168,040	156,693	136,604	118,001	110,979	100,585	88,446	229,201	221,448	168,424
	2021	161,821	158,616	150,718	145,650	132,640	111,867	93,378	75,870	66,079	215,479	206,540	184,140
	2022	179,836	172,766										
40 PEG	2020	88,440	99,632	97,294	78,720	91,122	86,573	87,415	98,996	96,616	96,787	101,008	97,188
	2021	94,643	108,901	106,384	106,783	118,060	93,541	90,361	104,307	101,776	99,231	111,809	107,649
	2022	107,854	118,867										
42 Local Streets	2020	2,154,047	1,701,201	1,719,367	1,833,983	1,934,004	2,057,359	1,893,879	1,048,604	1,248,373	1,384,107	1,523,161	1,594,839
	2021	1,720,340	1,231,170	1,060,236	1,188,830	1,331,808	953,625	1,098,868	777,165	928,078	980,180	1,210,702	1,352,172
	2022	1,089,792	659,660										

City of Decatur
Monthly Fund Balance History

Period Ending: February 2022

<u>Fund</u>	<u>Year</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>
44 2018 Project	2020	6,153,751	6,151,614	5,945,199	5,923,605	5,788,011	5,795,171	5,796,651	5,806,685	5,791,259	5,793,059	5,794,723	5,706,865
	2021	5,400,299	5,390,508	4,967,657	4,739,770	3,981,357	3,951,389	3,627,985	3,906,277	3,413,375	3,261,631	2,959,059	2,961,646
	2022	2,961,681	2,959,059										
45 Capital	2020	650,896	604,380	100,107	95,110	90,113	85,612	80,626	75,629	70,718	65,728	60,749	85,761
	2021	80,761	75,761	70,781	95,781	90,781	85,842	80,842	75,842	70,851	65,851	60,872	85,874
	2022	80,874	75,874										
46 MFT	2020	1,997,793	1,611,088	1,912,952	1,031,878	2,051,705	2,151,198	2,740,584	3,526,414	3,474,512	3,370,794	2,852,383	1,274
	2021	(810,696)	(1,248,260)	(531,701)	(767,034)	393,260	640,275	591,346	805,587	922,868	1,113,347	4,230,738	5,013,575
	2022	3,202,899	4,255,630										
50 Debt	2020	1,417,335	184,845	217,265	248,430	279,596	201,583	841,070	1,159,062	1,269,915	2,058,349	2,134,004	1,340,180
	2021	1,411,681	170,655	204,754	239,134	273,514	214,028	984,872	796,718	1,172,282	1,382,301	1,436,458	1,449,278
	2022	1,470,257	194,913										
58 Library Capital	2020	331,334	331,550	331,956	331,968	331,979	332,435	332,456	332,468	332,816	332,855	332,948	332,995
	2021	332,995	332,995	333,087	333,087	333,087	333,323	333,323	333,323	333,369	333,369	333,459	533,467
	2022	533,467	533,467										
59 Library Trust	2020	200,783	199,199	196,557	193,563	185,957	183,861	181,801	180,238	177,478	173,694	170,311	166,919
	2021	165,705	161,597	159,149	155,493	152,841	150,620	147,930	145,487	140,892	134,967	133,743	130,222
	2022	123,283	124,896										
60 Fleet Maintenance	2020	221,030	270,480	294,439	317,620	346,245	373,752	414,823	444,682	447,115	422,377	457,409	149,308
	2021	233,284	233,908	245,915	257,942	316,195	364,187	357,899	271,836	286,108	330,897	302,086	257,703
	2022	345,217	357,356										
61 Equip Replacement	2020	1,044,229	897,469	895,719	792,200	780,592	653,270	617,723	456,886	284,519	228,202	530,475	1,491,081
	2021	1,489,266	330,297	326,848	204,042	196,678	1,293,637	1,177,102	1,683,792	299,989	299,444	215,954	1,718,457
	2022	1,617,148	1,500,204										
64 Risk Management	2020	2,114,005	2,213,817	2,043,659	2,175,457	2,227,499	2,290,856	2,427,958	2,482,665	2,553,145	2,020,135	2,187,222	2,388,311
	2021	2,546,775	2,719,222	2,646,839	2,711,471	2,666,960	2,378,416	2,268,115	2,497,999	2,922,085	1,619,778	1,686,232	1,862,084
	2022	2,065,169	2,363,488										
65 Employee Benefit	2020	2,488,079	2,594,310	2,462,144	2,901,018	2,932,384	2,987,005	3,037,226	3,051,352	2,877,168	3,150,805	3,055,402	2,925,999
	2021	2,594,522	2,489,930	2,309,608	2,049,226	1,656,575	1,414,059	1,256,464	878,943	896,593	825,593	776,992	969,922
	2022	1,212,657	1,212,173										

City of Decatur
Monthly Fund Balance History

Period Ending: February 2022

<u>Fund</u>	<u>Year</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>
70 Mass Transit	2020	(434,009)	(51,268)	1,526,744	926,177	826,072	(194,443)	(911,444)	293,856	1,201,202	919,855	819,142	239,502
	2021	110,833	(622,178)	260,658	1,306,276	1,539,990	(168,998)	(810,268)	(936,429)	(1,732,875)	(2,389,308)	(2,178,935)	245,319
	2022	(1,206,744)	(1,795,357)										
77 Fiber Optics	2020	116,598	112,837	112,676	110,130	108,913	107,781	108,350	107,134	101,359	101,481	98,194	88,478
	2021	84,758	85,349	82,648	82,778	82,008	78,928	99,587	1,097,917	1,099,028	1,094,754	1,073,690	947,982
	2022	950,580	1,096,467										
78 Storm Water	2020	2,681,840	2,733,496	2,788,874	2,886,450	2,854,796	2,917,339	2,883,026	2,936,827	2,877,204	2,953,393	2,917,053	3,043,827
	2021	3,096,740	2,923,826	2,956,930	3,020,392	3,002,030	3,051,218	3,100,740	3,153,422	3,174,196	3,231,246	3,089,043	3,181,979
	2022	3,192,117	2,998,790										
79 Sewer	2020	9,435,199	9,854,338	10,430,379	9,901,401	8,997,995	9,972,040	10,149,063	10,331,199	10,290,821	10,251,807	10,356,619	10,261,602
	2021	10,148,807	9,868,811	9,473,457	9,445,910	9,665,150	9,582,488	9,782,240	13,032,024	13,186,459	13,266,446	13,606,037	13,759,354
	2022	13,826,258	13,654,015										
80 Water	2020	6,183,302	392,615	1,635,164	2,773,183	3,287,119	4,038,371	5,795,053	3,116,473	4,759,870	6,144,172	6,340,565	5,136,178
	2021	6,409,824	412,243	1,826,521	3,190,202	4,310,991	5,411,941	6,964,231	6,106,048	7,818,222	9,444,043	10,575,024	7,015,243
	2022	8,117,432	2,036,544										
81 Water Capital	2020	2,677,432	2,350,762	3,324,468	3,319,235	2,877,849	2,371,843	2,040,796	3,661,530	3,381,638	3,031,456	3,180,376	2,796,525
	2021	2,778,544	2,675,054	2,554,943	2,178,532	2,154,549	1,971,062	1,960,865	7,653,986	7,635,822	7,613,480	6,879,114	9,161,123
	2022	9,054,235	8,849,172										
82 DCDF	2020	141,107	138,450	139,565	140,837	142,110	138,158	139,057	140,376	141,542	142,810	144,033	145,301
	2021	146,231	144,614	145,769	147,037	148,225	145,635	146,375	147,258	148,622	149,303	150,766	152,140
	2022	153,508	151,688										
84 Community Revit	2020	638,819	593,916	608,959	1,740,524	1,731,620	1,732,620	1,728,016	1,696,405	1,696,863	1,604,932	1,548,059	1,548,290
	2021	1,548,290	1,547,940	1,527,973	1,519,723	1,557,767	1,562,574	1,580,435	5,463,750	5,434,178	5,392,895	5,295,378	5,373,022
	2022	5,353,172	5,250,016										
85 Grants	2020	-	-	-	-	-	-	-	-	(266,691)	(516,476)	(135,746)	1,062
	2021	(1,177,714)	(958,066)	(482,811)	(328,577)	(345,292)	(661,172)	(666,961)	(37,423)	298,660	288,012	284,371	81,587
	2022	81,587	282,378										
86 Water Debt	2020	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	10,653,000
	2021	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	9,828,000
	2022	12,500,000	12,500,000										
88 Recycling	2020	132,535	124,096	127,553	133,873	133,845	130,340	131,197	184,449	140,721	135,491	133,122	143,806
	2021	137,176	134,713	150,796	151,861	148,386	153,430	152,667	165,071	224,967	192,589	216,727	230,932
	2022	240,548	243,307										

City of Decatur
Monthly Fund Balance History

Period Ending: February 2022

<u>Fund</u>	<u>Year</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>
89 Water Bond	2020	371,155	371,397	371,535	371,548	371,560	371,574	371,587	347,158	217,329	217,329	217,329	217,329
	2021	217,329	217,329	217,329	217,329	217,329	217,329	217,329	217,329	217,329	217,329	217,329	217,329
	2022	217,329	217,329										
99 American Rescue Plan	2021	-	-	-	-	-	16,911,068	16,911,068	2,415,664	2,280,713	2,183,262	2,183,262	1,998,097
	2022	1,798,097	1,731,358										
Total City Funds	2020	66,326,394	59,328,263	63,339,447	61,986,652	61,943,064	61,300,804	64,629,544	67,936,933	69,412,081	71,262,473	72,179,232	63,053,790
	2021	65,121,665	54,911,485	60,455,485	60,836,641	64,191,851	81,644,307	86,725,388	86,341,738	87,198,250	87,553,173	92,018,509	90,602,354
	2022	91,439,738	84,767,123	-	-	-	-	-	-	-	-	-	-
90 Fire Pension	2020	72,608,249	72,352,094	71,847,284	71,298,290	71,344,251	70,970,136	71,958,243	72,722,435	72,846,290	74,697,841	74,344,841	75,015,244
	2021	74,468,832	73,985,673	73,653,661	73,198,390	72,777,449	79,671,694	76,599,900	76,372,891	77,269,548	77,399,895	78,374,436	80,953,016
	2022	80,311,491	79,671,694										
91 Police Pension	2020	99,514,419	99,142,676	99,134,621	98,527,668	98,290,046	98,099,077	98,907,965	99,660,914	99,645,370	100,818,835	100,839,635	102,360,461
	2021	102,188,690	102,804,193	102,835,309	102,709,816	102,659,205	110,892,433	105,288,247	105,062,302	106,200,649	106,650,630	106,267,354	110,767,742
	2022	110,482,806	110,892,433										
Total All Funds	2020	238,449,062	230,823,033	234,321,351	231,812,610	231,577,361	230,370,017	235,495,752	240,320,281	241,903,741	246,779,149	247,363,707	240,429,495
	2021	241,779,187	231,701,351	236,944,455	236,744,847	239,628,504	272,208,434	268,613,536	267,776,932	270,668,448	271,603,698	276,660,299	282,323,112
	2022	282,234,035	275,331,250	-	-	-	-	-	-	-	-	-	-

City of Decatur
Treasurer's Investment Report

Water Bond
Account # 8051000933
Fund 89

Month of: February, 2022

Investment Instrument	Maturity Date	Interest Rate	Par Value Amount	Tax Cost Amount	Accrued Interest Purchased + Rec'd.	Total Invested	Interest Earned	Accrued Interest Receivable	Total Interest Received	YTD Interest Received 2020	YTD Interest Received 2021	Estimated Income
Total Investment(s)			(0.00)	(0.00)	0.00	(0.00)	292,902.39	0.00	292,902.39	0.00	0.00	0.00
Pooled Cash												
Multiple Funds - Pooled Cash												
Investment Instrument	Maturity Date	Interest Rate	Par Value Amount	Tax Cost Amount	Accrued Interest Purchased + Rec'd.	Total Invested	Interest Earned	Accrued Interest Receivable	Total Interest Received	YTD Interest Received 2020	YTD Interest Received 2021	Estimated Income
US Treasury Bond	06/15/16	0.50000%	0.00	0.00	0.00	0.00	2,773.22	0.00	2,773.22	0.00	0.00	0.00 ok
US Treasury Bond	12/15/16	0.62500%	0.00	0.00	0.00	0.00	6,591.53	(0.00)	6,591.53	0.00	0.00	0.00 ok
US Treasury Bond	04/30/17	0.87500%	0.00	0.00	0.00	0.00	12,524.04	(0.00)	12,524.04	0.00	0.00	0.00 ok
US Treasury Bond	06/30/17	0.62500%	0.00	0.00	0.00	0.00	8,188.75	0.00	8,188.75	0.00	0.00	0.00 ok
US Treasury Bond	10/31/17	0.75000%	0.00	0.00	0.00	0.00	14,484.89	0.00	14,484.89	0.00	0.00	0.00 ok
US Treasury Bond	12/15/17	1.00000%	0.00	0.00	0.00	0.00	21,573.77	0.00	21,573.77	0.00	0.00	0.00 ok
US Treasury Bond	03/31/18	0.75000%	0.00	0.00	0.00	0.00	26,403.69	(0.00)	26,403.69	0.00	0.00	0.00 ok
US Treasury Bond	06/15/18	1.25000%	0.00	0.00	0.00	0.00	45,983.61	0.00	45,983.61	0.00	0.00	0.00 ok
US Treasury Bond	10/15/18	0.87500%	0.00	0.00	0.00	0.00	44,222.17	(0.00)	44,222.17	0.00	0.00	0.00 ok
US Treasury Bond	11/30/18	1.00000%	0.00	0.00	0.00	0.00	9,793.96	0.00	9,793.96	0.00	0.00	0.00 ok
US Treasury Bond	04/15/19	0.87500%	0.00	0.00	0.00	0.00	17,069.67	0.00	17,069.67	0.00	0.00	0.00 ok
US Treasury Bond	06/30/19	1.25000%	0.00	0.00	0.00	0.00	37,500.00	0.00	37,500.00	0.00	0.00	0.00 ok
US Treasury Bond	10/31/19	1.25000%	0.00	0.00	0.00	0.00	24,965.47	0.00	24,965.47	0.00	0.00	0.00 ok
US Treasury Bond	11/30/19	1.50000%	0.00	0.00	0.00	0.00	38,221.15	0.00	38,221.15	0.00	0.00	0.00 ok
US Treasury Bond	02/29/20	1.37500%	0.00	0.00	0.00	0.00	11,993.82	0.00	11,993.82	6,875.00	0.00	0.00 ok
US Treasury Bond	03/31/20	1.37500%	0.00	0.00	0.00	0.00	41,024.59	0.00	41,024.59	10,312.50	0.00	0.00 ok
US Treasury Bond	05/31/20	1.37500%	0.00	0.00	0.00	0.00	42,918.03	0.00	42,918.03	11,000.00	0.00	0.00 ok
US Cash Management Bill Zero	09/01/20	0.00000%	0.00	0.00	0.00	0.00	541.55	0.00	541.55	541.55	0.00	0.00 ok
US Treasury Bond	09/30/20	1.37500%	0.00	0.00	0.00	0.00	47,001.20	0.00	47,001.20	24,062.50	0.00	0.00 ok
US Treasury Bond	12/31/20	1.75000%	0.00	0.00	0.00	0.00	14,471.15	0.00	14,471.15	14,471.15	0.00	0.00 ok
US Treasury Bond	06/30/21	1.12500%	0.00	0.00	0.00	0.00	33,658.29	0.00	33,658.29	16,875.00	8,437.50	0.00 ok
US Treasury Bond	08/31/21	1.12500%	0.00	0.00	0.00	0.00	17,900.55	0.00	17,900.55	0.00	17,900.55	0.00 ok
US Treasury Bond	09/30/21	1.12500%	0.00	0.00	0.00	0.00	21,547.13	0.00	21,547.13	11,250.00	10,297.13	0.00 ok
US Treasury Bond	11/30/21	1.50000%	0.00	0.00	0.00	0.00	66,476.43	0.00	66,476.43	33,101.43	33,375.00	0.00 ok
US Treasury Bond	03/31/22	0.37500%	1,500,000.00	1,504,453.13	0.00	1,504,453.13	10,786.40	2,348.90	8,437.50	2,812.50	5,625.00	5,625.00 ok
US Treasury Bond	08/31/22	0.12500%	1,750,000.00	1,750,000.00	0.00	1,750,000.00	3,105.91	5.95	3,099.96	0.00	3,099.96	2,187.50 ok
US Treasury Bond	11/30/22	0.12500%	1,000,000.00	1,000,010.73	0.00	1,000,010.73	2,081.04	937.50	1,143.54	0.00	1,143.54	1,250.00 ok
US Treasury Bond	11/30/23	0.50000%	2,225,000.00	2,224,304.69	0.00	2,224,304.69	2,080.22	2,080.22	0.00	0.00	0.00	8,343.75 ok
US Treasury Bond	06/15/24	0.25000%	1,500,000.00	1,490,529.90	0.00	1,490,529.90	2,504.28	782.97	1,721.31	0.00	1,721.31	3,750.00 ok
US Treasury Bond	08/15/24	0.37500%	1,600,000.00	1,599,062.50	0.00	1,599,062.50	2,971.18	232.05	2,739.13	0.00	2,739.13	6,000.00 ok
US Treasury Bond	09/15/24	0.37500%	1,000,000.00	995,429.69	155.39	995,585.08	1,574.58	1,729.97	0.00	0.00	0.00	3,750.00 ok
Federated US Treasury Cash Reserves	Liquid		208,406.35	208,406.35	0.00	208,406.35	21,698.12	0.81	21,697.31	609.64	86.71	6.99 ok
Total Investment(s)			10,783,406.35	10,772,196.99	155.39	10,772,352.38	654,630.39	8,118.37	646,667.41	131,911.27	84,425.83	30,913.24
Fire Capital Bond												
Fund 44												
Investment Instrument	Maturity Date	Interest Rate	Par Value Amount	Tax Cost Amount	Accrued Interest Purchased + Rec'd.	Total Invested	Interest Earned	Accrued Interest Receivable	Total Interest Received	YTD Interest Received 2020	YTD Interest Received 2021	Estimated Income
US Treasury Bond	10/31/18	0.75000%	0.00	0.00	0.00	0.00	917.12	0.00	917.12	0.00	0.00	0.00 ok
US Treasury Bond	11/30/18	1.00000%	0.00	0.00	0.00	0.00	1,639.34	0.00	1,639.34	0.00	0.00	0.00 ok
US Treasury Bond	12/31/18	1.37500%	0.00	0.00	0.00	0.00	4,231.49	0.00	4,231.49	0.00	0.00	0.00 ok
US Treasury Bond	02/28/19	1.12500%	0.00	0.00	0.00	0.00	4,883.66	0.00	4,883.66	0.00	0.00	0.00 ok
US Treasury Bond	03/31/19	0.99800%	0.00	0.00	0.00	0.00	3,013.39	0.00	3,013.39	0.00	0.00	0.00 ok
US Treasury Bond	05/31/19	1.12500%	0.00	0.00	0.00	0.00	9,313.52	0.00	9,313.52	0.00	0.00	0.00 ok
US Treasury Bond	08/31/19	1.00000%	0.00	0.00	0.00	0.00	10,788.04	0.00	10,788.04	0.00	0.00	0.00 ok
US Treasury Bond	09/30/19	1.37500%	0.00	0.00	0.00	0.00	5,722.87	0.00	5,722.87	0.00	0.00	0.00 ok
US Treasury Bond	10/31/19	1.25000%	0.00	0.00	0.00	0.00	5,095.11	0.00	5,095.11	0.00	0.00	0.00 ok
US Treasury Bond	11/30/19	1.00000%	0.00	0.00	0.00	0.00	13,278.69	0.00	13,278.69	0.00	0.00	0.00 ok
US Treasury Bond	02/29/20	1.37500%	0.00	0.00	0.00	0.00	21,708.56	0.00	21,708.56	6,875.00	0.00	0.00 ok
US Treasury Bond	03/31/20	1.37500%	0.00	0.00	0.00	0.00	7,851.78	0.00	7,851.78	7,851.78	0.00	0.00 ok
US Treasury Bond	04/30/20	1.12500%	0.00	0.00	0.00	0.00	5,625.00	0.00	5,625.00	5,625.00	0.00	0.00 ok
US Treasury Bond	05/31/20	1.37500%	0.00	0.00	0.00	0.00	25,133.20	0.00	25,133.20	6,875.00	0.00	0.00 ok
US Treasury Bond	08/31/20	1.37500%	0.00	0.00	0.00	0.00	21,437.67	0.00	21,437.67	10,312.50	0.00	0.00 ok
US Treasury Bond	09/30/20	1.37500%	0.00	0.00	0.00	0.00	11,345.63	0.00	11,345.63	11,345.63	0.00	0.00 ok
US Treasury Bill Zero	11/27/20	0.00000%	0.00	0.00	0.00	0.00	800.01	0.00	800.01	800.01	0.00	0.00 ok
US Treasury Bond	03/31/21	1.25000%	0.00	0.00	0.00	0.00	5,430.33	0.00	5,430.33	4,687.50	742.83	0.00 ok
US Treasury Bond	05/31/21	1.37500%	0.00	(0.00)	0.00	(0.00)	9,166.67	0.00	9,166.67	6,875.00	2,291.67	0.00 ok
US Treasury Bond	08/31/21	1.12500%	0.00	0.00	0.00	0.00	8,295.64	0.00	8,295.64	0.00	8,295.64	0.00 ok
US Treasury Bill Zero	09/30/21	0.00000%	0.00	0.00	0.00	0.00	151.67	0.00	151.67	0.00	151.67	0.00 ok
US Treasury Bill Zero	11/26/21	0.00000%	0.00	0.00	0.00	0.00	156.84	0.00	156.84	0.00	156.84	0.00 ok
US Treasury Bill Zero	02/24/22	0.00000%	0.00	0.00	0.00	0.00	221.32	0.00	221.32	0.00	221.32	0.00 ok
Federated US Treasury Cash Reserves	Liquid		534.25	534.25	0.00	534.25	8,744.38	3.61	8,740.77	3,386.88	166.94	0.02 ok
Total Investment(s)			534.25	534.25	0.00	534.25	184,951.93	3.61	184,948.32	64,634.30	12,026.91	0.02
GRAND TOTALS:			10,783,940.60	10,772,731.24	155.39	10,772,886.63	1,132,484.71	8,121.98	1,124,518.12	196,545.57	96,452.74	30,913.26



home

		debt liquidated						gz approved									
Debt Instrument	Debt Purpose	Year of Issue	Year of Re Issue	Maturity	Fund	Source	Payment(s)		Debt (Orig/ Ref) Issue	Debt at 1/1/2022	New Draws in 2022	FY22 Principal Payments	FY22 Interest Payments	Debt at 12/31/2022	FY22 Total Debt Payments		
							1st	2nd									
Bond Debt																	
Amort sch #										input	input	input	input				
13	2010C Bonds	Parking Garage Renovation	2010	2024	19/50	19/TL	6/15	12/15	2,800,000.00	755,000.00		240,000.00	30,200.00	515,000.00	270,200.00 ok		
17	2012 Bonds	Refunding of 2004A GO Bonds	2012	2025	50	Tax Levy	3/1	9/1	8,030,000.00	2,890,000.00		695,000.00	61,806.25	2,195,000.00	756,806.25 ok		
18	2013 Bonds	Refunding of 2004B GO Bonds	2013	2025	80	80	3/1	9/1	17,220,000.00	6,660,000.00		1,540,000.00	290,000.00	5,120,000.00	1,830,000.00 ok		
25	2014 Bonds	Lake Decatur Dredging	2014	2034	80	80	3/1	9/1	24,055,000.00	17,875,000.00		1,035,000.00	817,737.50	16,840,000.00	1,852,737.50 ok		
32	2015 Bonds	Lake Decatur Dredging	2015	2035	80	80	3/1	9/1	23,305,000.00	18,160,000.00		970,000.00	769,425.00	17,190,000.00	1,739,425.00 ok		
39	2016 Bonds	Lake Decatur Dredging	2016	2036	80	80	3/1	9/1	22,205,000.00	18,755,000.00		890,000.00	826,006.26	17,865,000.00	1,716,006.26 ok		
48	2017 Bonds	Refunding of 2008 GO Bonds	2017	2024	80	80	6/15	12/15	6,275,000.00	2,505,000.00		1,045,000.00	100,200.00	1,460,000.00	1,145,200.00 ok		
49	2018 Bonds	Lake Decatur Dredging, Fire Stations	2018	2038	80/50	80/TL	3/1	9/1	25,810,000.00	23,305,000.00		905,000.00	1,138,100.00	22,400,000.00	2,043,100.00 ok		
53	2019 Bonds	Refunding of 2010A GO Bonds	2019	2030	50	Tax Levy +	6/15	12/15	6,720,000.00	5,845,000.00		675,000.00	153,968.00	5,170,000.00	828,968.00 ok		
54	2019B Bonds	Library Projects / Police Radio refund	2019	2034	34/50	34/10	6/15	12/15	2,300,000.00	1,900,000.00		200,000.00	43,890.00	1,700,000.00	243,890.00 ok		
57	2020 Bonds	Refunding of 2010B GO Bonds	2020	2030	80/19	80/19	6/15	12/15	18,050,000.00	16,375,000.00		1,770,000.00	343,875.00	14,605,000.00	2,113,875.00 ok		
xx	2022 Bonds	Water & Sewer Infrastructure	2022	2042	80	80	3/1	9/1	-	-		-	-	-	- ok		
xxx															xx		
Total Bond Debt									156,770,000.00	115,025,000.00	-	9,965,000.00	4,575,208.01	105,060,000.00	14,540,208.01		
Promissory Notes & Loans Payable																	
15	IEPA Contruction Loan	Nitrate Facility (L171674)	2002	2022	80	80	6/1	12/1	7,172,169.35	120,461.54		120,461.54	1,749.70	-	122,211.24 ok		
16	IEPA Water Loan	Water Projects (L172552)	2011	2031	80	80	1/10	7/10	6,993,328.01	3,616,805.77		361,680.58	-	3,255,125.19	361,680.58 ok		
28	IEPA Contruction Loan	Lakeshore Drive Sewer (L174873)	2013	2034	79	79	4/16	10/16	7,589,672.70	5,262,997.60		359,847.63	99,847.93	4,903,149.97	459,695.56 ok		
30	Busey Bank	Fire Apparatus - Pumper (20835)	2015	2022	49	49	5/4		439,939.77	67,216.18		67,216.18	1,545.85	-	68,762.03 ok		
34	IEPA Contruction Loan	Union Street Sewer (L175280)	2015	2035	79	79	1/8	7/8	2,172,218.21	1,613,975.28		101,004.60	31,697.54	1,512,970.68	132,702.14 ok		
35	First Mid Bank & Trust (Soy Cap)	Motorola Radio System	2015	2022	10/70	10/70	1/5		1,000,000.00	139,926.47		139,926.47	3,885.29	-	143,811.76 ok		
38	Busey Bank (drawdown)	Local Street Resurfacing (24040)	2016	2023	42	42	2/15	8/15	7,500,000.00	2,142,857.20		1,071,428.56	54,243.31	1,071,428.64	1,125,671.87 ok		
44	Busey Bank	Public Works Heavy Equipment (26530)	2017	2022	61	61	Qtry	Qtry	180,624.00	28,991.83		28,991.83	472.40	-	29,464.23 ok		
45	IEPA Contruction Loan	7th Ward Sewer (L175329)	2016	2038	79	79	3/17	9/17	8,540,318.96	7,254,770.15		382,829.67	125,290.89	6,871,940.48	508,120.56 ok		
46	IEPA Contruction Loan	Nelson Park Storm Sewer (L175315)	2017	2038	78	78	5/21	11/21	3,581,182.00	3,131,272.51		165,235.29	54,077.51	2,966,037.22	219,312.80 ok		
55	IEPA Contruction Loan	McKinley Sewer (L175498)	2019	2040	79	79	1/23	7/23	4,647,112.64	4,466,336.68		195,360.26	88,354.80	4,270,976.42	283,715.06 ok		
56	Regions 2020 Promissory Note	Johnson Controls Initiative refund of 2013	2020	2028	various	80/10/60/70	2/15	8/15	13,417,000.00	11,673,000.00		1,441,000.00	220,623.03	10,232,000.00	1,661,623.03 ok		
58	Regions 2021 Vehicle Note	Fire Apparatus / Police & Fire Interceptors	2021	2028	61	10	1/15 5/21 7/15 11/21		1,600,842.22	1,488,662.75		361,041.01	41,306.11	1,127,621.74	402,347.12 ok		
59	Hickory Point Bank Vehicle Note	Fire Apparatus Pierce Aerial (xxxx4366)	2021	2028	61	10	3/15	9/15	820,633.00	820,633.00		59,425.99	12,719.81	761,207.01	72,145.80 ok		
60	Hickory Point Bank Vehicle Note	Fire Apparatus Pierce Pumper (xxxx4379)	2021	2028	61	10	3/15	9/15	569,681.00	569,681.00		41,253.35	8,830.06	528,427.65	50,083.41 ok		
61	Hickory Point Bank Vehicle Note	Public Works Street Sweeper (xxxx4382)	2021	2028	61	10	3/15	9/15	301,958.50	301,958.50		41,769.21	4,465.79	260,189.29	46,235.00 ok		
xx	xxx								-	-		-	-	-	- xx		
xx	xxx								-	-		-	-	-	- xx		
xx	xxx								-	-		-	-	-	- xx		
xx	xxx								-	-		-	-	-	- xx		
Total Notes & Loans Payable									66,526,680.36	42,699,546.46	-	4,938,472.17	749,110.02	37,761,074.29	5,687,582.19		
Capital Leases																	
41	PNC Equipment Finance	Fire Apparatus Pierce Pumper (202806)	2017	2023	49	49	3/1		428,380.00	149,648.58		73,933.01	3,608.03	75,715.57	77,541.04 ok		
47	Huntington National Bank (PNC)	Public Works Dump Trucks (2) (211637)	2018	2024	61	61	3/2	9/2	331,508.00	149,485.15		48,174.18	4,631.04	101,310.97	52,805.22 ok		
xxx									-	-		-	-	-	- xx		
xxx									-	-		-	-	-	- xx		
Total Capital Leases									759,888.00	299,133.73	-	122,107.19	8,239.07	177,026.54	130,346.26		
Total City Debt									224,056,568.36	158,023,680.19	-	15,025,579.36	5,332,557.10	142,998,100.83	20,358,136.46		
											debt in period						

Note(s)
1
2
3

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

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

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

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

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

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

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

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

Actual Bond Spend Activity in Fiscal year 2022	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	217,329	217,329	-	-	-	-	-	-	-	-	-	-	
Revenues													
Interest Income	-	-	-	-	-	-	-	-	-	-	-	-	-
Expenditures													
Dredging - Great Lakes Dredge	-	-	-	-	-	-	-	-	-	-	-	-	-
Dredging - Chastain & Assoc	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures	-	-	-	-	-	-	-	-	-	-	-	-	-
Ending cash available	217,329	217,329	217,329	217,329	217,329	217,329	217,329	217,329	217,329	217,329	217,329	217,329	

Fire Station New Construction - Status of 2018 Project Fund 44

Bond Issuance	2018	Fund Description
Par Value of Bonds	8,000,000	Accounts for capital improvements that are financed by the proceeds from the issuance of bonds
Premium	806,021	
Total Source of Funds	8,806,021	
Total Use of Funds	8,806,021	
Underwriter's Discount	56,000	
Bond Insurance	26,104	
Closing Costs	41,770	
Bond Proceeds	8,682,147	

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

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

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

Actual Bond Spend Activity in Fiscal year 2018	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend Revenues							8,682,147	8,513,450	8,487,932	8,487,629	8,439,674	8,383,973	
Investment Income							-	-	-	-	-	30,183	30,183
Expenditures													
Fire Station 3							-	-	-	-	-	8,190	8,190
Fire Station 5							168,697	25,518	-	47,955	55,701	26,885	324,751
Fire Station 7							-	-	303	-	-	-	303
Total Expenditures							168,697	25,518	303	47,955	55,701	35,075	333,246
Ending cash available							8,513,450	8,487,932	8,487,629	8,439,674	8,383,973	8,379,081	

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

Actual Bond Spend Activity in Fiscal year 2019	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend Revenues	8,379,081	8,302,118	8,157,046	8,156,027	8,005,690	8,030,861	7,840,396	7,620,197	7,378,090	7,422,473	6,747,802	6,747,711	
Investment Income	594	24,394	858	7,975	25,171	1,645	3,855	1,342	44,383	9,094	956	33,797	154,065
Expenditures													
Fire Station 3	-	-	-	-	-	-	-	-	-	-	-	19,000	19,000
Fire Station 5	77,557	169,466	1,877	158,312	-	192,110	224,054	243,449	-	683,265	1,047	438,111	2,170,241
Fire Station 7	-	-	-	-	-	-	-	-	-	500	-	-	500
Total Expenditures	77,557	169,466	1,877	158,312	-	192,110	224,054	243,449	-	683,765	1,047	438,111	2,189,744
Ending cash available	8,302,118	8,157,046	8,156,027	8,005,690	8,030,861	7,840,396	7,620,197	7,378,090	7,422,473	6,747,802	6,747,711	6,343,397	

19,000	2,170,248	500	2,189,748
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Actual Bond Spend Activity in Fiscal year 2020	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	6,343,397	6,153,751	6,151,614	5,945,199	5,923,605	5,788,011	5,795,171	5,796,651	5,806,685	5,791,259	5,793,059	5,794,723	
Revenues													
Investment Income	560	560	47,649	6,984	478	27,993	1,827	25,466	8,819	1,800	6,285	269	128,655
Expenditures													
Fire Station 3	-	-	176,418	24,121	-	20,832	347	14,829	13,381	-	4,621	8,342	262,854
Fire Station 5	190,206	2,697	77,646	4,357	136,072	-	-	102	10,209	-	-	-	421,282
Fire Station 7	-	-	-	100	-	-	-	500	655	-	-	79,785	81,040
Total Expenditures	190,206	2,697	254,064	28,578	136,072	20,832	347	15,431	24,245	-	4,621	88,127	765,222
Ending cash available	6,153,751	6,151,614	5,945,199	5,923,605	5,788,011	5,795,171	5,796,651	5,806,685	5,791,259	5,793,059	5,794,723	5,706,865	

262,892	421,289	81,040	765,222
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Actual Bond Spend Activity in Fiscal year 2021	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	5,706,865	5,400,299	5,390,508	4,967,656	4,739,769	3,981,357	3,951,388	3,627,984	3,906,277	3,413,375	3,261,630	3,026,367	
Revenues													
Investment Income	108	1	6,143	2	1	(3,129)	1	2,206	347	2	(94)	34	5,622
Gain/Loss from investment	-	-	(6,715)	-	-	-	-	(5,012)	-	-	-	-	(11,722)
Transfer from Other Funds	-	-	-	-	-	-	-	480,000	-	-	-	-	480,000
Expenditures													
Fire Station 3	306,673	9,792	422,280	227,389	576,668	24,768	325,476	13,543	456,059	151,746	235,169	11,175	2,760,744
Fire Station 5	-	-	-	-	-	-	-	140,136	-	-	-	-	140,136
Fire Station 7	-	-	-	500	181,745	2,071	(2,071)	45,222	37,190	-	-	-	140,136
Total Expenditures	306,673	9,792	422,280	227,889	758,413	26,839	323,405	196,902	493,249	151,746	235,169	11,175	3,129,115
Ending cash available	5,400,299	5,390,508	4,967,656	4,739,769	3,981,357	3,951,388	3,627,984	3,906,277	3,413,375	3,261,630	3,026,367	2,961,645	

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

[illegible]

2019	2018	2017	2016
3,050,822	3,056,430	402,561	6,509,813
-	-	2,480	2,480

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

note 2 construction costs per council approved design, project management and construction contracts

note 3 construction costs for fire station 7

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

Construction cost

Reconciliation	Bond proceeds	8,682,14
	Interest income	318,55
	Gain/Loss	(11,72)
note 4	Transfer from Other Funds	480,00
	Total available for spend	9,468,97

3,340,733	3,056,430	3,654,610	10,051,773
note 2	note 1	note 3	

available funds		Total funds available for spend	9,468,978
yet to spend	3,340,733	3,056,430	3,071,815
Funding issue	289,911	0	3,252,049
	-	-	582,795

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

Period Ending: February 2022

Month of Fiscal Year	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Budget
REVENUE														
Actual	6,116,361	5,383,440											11,499,801	
Budget Projection	5,082,157	5,406,440	5,200,820	4,983,659	5,256,319	10,671,828	5,324,714	10,352,079	9,146,029	5,489,219	5,307,419	5,979,315	78,200,000	78,200,000
Vs budget in month	1,034,204	(23,000)	-	-	-	-	-	-	-	-	-	-		
Vs budget to date	1,034,204	1,011,204	-	-	-	-	-	-	-	-	-	-	(66,700,199)	
EXPENSE														
Personnel Expense														
Actual	3,648,639	3,284,227											6,932,866	
Budget Projection	4,435,941	4,435,941	6,653,911	4,435,941	4,435,941	4,435,941	4,435,941	4,435,941	6,653,911	4,435,941	4,435,941	4,435,941	57,667,227	57,667,227
Vs budget in month	(787,302)	(1,151,714)	-	-	-	-	-	-	-	-	-	-		74%
Vs budget to date	(787,302)	(1,939,015)	-	-	-	-	-	-	-	-	-	-	(50,734,361)	of GF Expense
Operating Expense														
Actual	1,988,226	998,929											2,987,154	
Budget Projection	1,654,672	1,389,401	1,122,469	1,728,982	1,648,325	1,912,296	1,783,477	1,764,415	1,249,249	1,665,483	1,349,428	3,264,577	20,532,773	20,532,773
Vs budget in month	333,554	(390,473)	-	-	-	-	-	-	-	-	-	-		26%
Vs budget to date	333,554	(56,919)	-	-	-	-	-	-	-	-	-	-	(17,545,619)	of GF Expense
TOTAL EXPENSE														
Actual	5,636,865	4,283,156	-	-	-	-	-	-	-	-	-	-	9,920,020	
Budget Projection	6,090,613	5,825,342	7,776,380	6,164,922	6,084,265	6,348,236	6,219,417	6,200,356	7,903,160	6,101,423	5,785,369	7,700,518	78,200,000	78,200,000
Vs budget in month	(453,748)	(1,542,186)	-	-	-	-	-	-	-	-	-	-		
Vs budget to date	(453,748)	(1,995,934)	-	-	-	-	-	-	-	-	-	-	(68,279,980)	
Surplus / (Deficit)														
Actual	479,497	1,100,284	-	-	-	-	-	-	-	-	-	-	1,579,781	
Budget Projection	(1,008,455)	(418,902)	(2,575,559)	(1,181,263)	(827,946)	4,323,592	(894,703)	4,151,723	1,242,870	(612,204)	(477,949)	(1,721,202)	(0)	-
Vs budget in month	1,487,952	1,519,186	2,575,559	1,181,263	827,946	(4,323,592)	894,703	(4,151,723)	(1,242,870)	612,204	477,949	1,721,202		
Vs budget to date	1,487,952	3,007,139	-	-	-	-	-	-	-	-	-	-	1,579,781	
Beginning Cash Balance														
Beginning Cash Balance	15,997,078	16,508,837	-	-	-	-	-	-	-	-	-	-		
Balance Sheet Adjustments														
Balance Sheet Adjustments	32,262	(27,638)												
Ending Cash Balance														
Ending Cash Balance	16,508,837	17,581,483	-	-	-	-	-	-	-	-	-	-		

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

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

Period Ending: February 2022

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Budget	% of Budget
Memo Items																	
PROPERTY TAX TOTAL																	
var	REAL ESTATE TAX-CIVIL CITY	var													-	14,618,833	0%
var	REAL ESTATE TAX-TIF DISTRICTS	var													-	1,688,688	0%
	OTHER TAXES TOTAL		-	-	-	-	-	-	-	-	-	-	-	-	-	16,307,521	0%
OTHER TAXES TOTAL																	
var	LOCAL SALES TAX	var	1,006,392	1,041,267											2,047,659	11,686,000	18%
var	STATE SALES TAX	var	1,033,684	1,075,306											1,033,684	12,700,000	8%
	OTHER TAXES TOTAL		2,040,076	2,116,573	-	-	-	-	-	-	-	-	-	-	3,081,343	24,386,000	13%
GENERAL FUND																	
GENERAL GOV TAXES																	
301103	PROPERTY TAX	10													-	10,682,000	0%
301106	MOBILE HOME PRIVELEGE TAX	10													-	15,300	0%
301201	STATE SALES TAX	10	1,021,688	1,063,310											2,084,998	12,556,000	17%
301202	TELEPHONE UTILITY TAX	10	99,599	94,273											193,873	1,190,000	16%
301203	FOOD & BEVERAGE TAX	10	325,939	268,346											594,284	3,651,000	16%
301204	HOTEL AND MOTEL TAX	10	62,215	70,247											132,462	849,000	16%
301205	LOCAL SALES TAX	10	992,643	1,027,517											2,020,160	11,521,000	18%
301206	AVIATION FUEL TAX	10	845	1,052											1,897	7,200	26%
301207	LOCAL USE TAX	10	215,409	253,062											468,471	3,199,000	15%
301208	AUTO RENTAL TAX	10	3,603	3,494											7,098	43,000	17%
301209	UTILITY TAX - ELECTRIC & GAS	10	451,232	-											451,232	4,925,000	9%
301210	VIDEO GAMING TAX	10	186,950	194,055											381,005	2,400,000	16%
301302	CABLE TV TAX	10	13,687	235,066											248,753	1,127,000	22%
	Sub Total		3,373,809	3,210,422	-	-	-	-	-	-	-	-	-	-	6,584,231	52,165,500	13%
GENERAL GOVERNMENT (INTERGOV)																	
302102	LOCAL REPLACEMENT TAX	10	-												-	30,000	0%
302104	STATE REPLACEMENT TAX	10	379,831												379,831	1,557,000	24%
302105	STATE INCOME TAX	10	960,878	1,198,126											2,159,004	9,958,000	22%
302106	FEDERAL GRANTS	10	99,401	23,297											122,698	350,000	35%
302109	FEDERAL GRANTS ARP	10	-												-	-	0%
302107	STATE GRANTS OR OTHER	10	-												-	120,000	0%
302114	POLICE OT REIMBURSEMENTS	10	7,199	333											7,533	100,000	6%
302121	CANNABIS TAX	10	9,966	9,796											19,761	111,000	0%
	Sub Total		1,457,275	1,231,552	-	-	-	-	-	-	-	-	-	-	2,688,827	12,226,000	22%
GEN GOVERNMENT SERVICE CHARGE																	
303607	PAYMENT IN LIEU OF TAXES	10	163,660	163,660											327,320	1,963,920	17%
303608	RISK & EE BENEFIT SERVICES	10	19,978	19,978											39,956	239,736	17%
303621	ADMIN SERVICES	10	191,777	191,777											383,554	2,301,324	17%
303622	PUBLIC WORKS SERVICES	10	131,733	131,733											263,466	1,580,796	17%
303626	BLDG INSPECTION SERVICES	10	8,313	8,313											16,626	99,756	17%
303628	SEWER FUND-EPA	10	30,974	30,974											61,948	371,688	17%
306700	IT SERVICES	10	81,087	81,087											162,174	973,044	17%
306707	CDBG PERSONNEL/EXP REIMB	10	32,837	35,872											68,709	444,000	15%
306751	HOME PERSONNEL/EXP REIMB	10	2,480	3,687											6,167	102,000	6%
306753	DUATS PERSONNEL/EXP REIMB	10	36,594	-											36,594	192,000	19%
306762	TRANSFER FROM COM. GRANTS	10	238	198											436	12,000	4%
	Sub Total		699,671	667,279	-	-	-	-	-	-	-	-	-	-	1,366,950	8,280,264	17%
GENERAL GOV LICENSES/PERMITS																	
304300	ANIMAL REGISTRATION LATE FEES	10	225	1,415											1,640	12,000	14%
304302	GARBAGE HAULERS	10	-	800											800	27,000	3%
304303	CONTRACTOR LICENSES	10	6,400	1,863											8,263	27,000	31%
304304	LIQUOR LICENSES	10	-	6,010											6,010	528,000	1%
304305	RENTAL PROGRAM INCOME	10	-	-											-	25,000	0%
304307	OTHER LICENSES	10	11,566	1,655											13,221	391,250	3%
304401	BUILDING PERMITS	10	274,683	29,379											304,062	630,000	48%
	Sub Total		292,874	41,122	-	-	-	-	-	-	-	-	-	-	333,996	1,640,250	20%

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

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

Period Ending: February 2022

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Budget	% of Budget
GENERAL GOV FINES/FEES																	
303301	ON STREET PARKING	10	198	272											471	3,000	16%
303302	PARKING LOT 1	10	534	1,416											1,950	13,000	15%
303306	PARKING LOT 10	10	88	484											572	5,000	11%
303308	GARAGE C	10	1,210	6,435											7,645	55,000	14%
303310	RESIDENTIAL PARKING	10	540	360											900	4,000	23%
303312	DOWNTOWN EMPL PARKING PERMIT	10	1,505	1,270											2,775	21,000	13%
304490	ADMIN COURT FINES	10	3,221	2,768											5,989	91,000	7%
305500	ADMINISTRATIVE COURT FEES	10	1,970	1,346											3,316	43,000	8%
305501	COURT FINES	10	12,938	10,592											23,530	227,000	10%
305502	BOOT FEE	10	70	35											105	1,000	11%
305503	WEED CUTTING FEES	10	2,645	1,382											4,027	53,000	8%
305505	ILLEGAL USE OF VEHICLE	10	17,125	16,620											33,745	240,000	14%
305506	OVERTIME PARKING FEES	10	9,447	7,633											17,081	77,000	22%
305507	VARIANCE AND ZONING	10	280	740											1,020	5,000	20%
305513	OTHER FINES AND FEES	10	3,735	4,127											7,863	71,000	11%
305516	PET CITATIONS	10	1,760	8,425											10,186	61,000	17%
305520	TRASH & CLEAN UP FINES	10	4,781	2,447											7,228	56,000	13%
305521	VACANT PROPERTY FEE	10	-	-											-	118,600	0%
Sub Total			62,048	66,353	-	-	-	-	-	-	-	-	-	-	128,401	1,144,600	11%
INVESTMENT																	
306700	TRANSFERS FROM OTHER FUNDS	10	-	-											-	-	-
309900	BOND OR NOTE PROCEEDS	10	-	-											-	-	-
307101	INTEREST INCOME	10	-	-											-	18,000	0%
307141	INVESTMENT INCOME	10	7	-											7	-	-
Sub Total			7	-	-	-	-	-	-	-	-	-	-	-	7	18,000	0%
GENERAL GOV OTHER INCOME																	
303413	AMEREN FRANCHISE PAYMENTS	10	76,759	76,759											153,519	921,000	17%
303415	PROFESSIONAL STANDARDS	10	-	-											-	2,400	0%
303510	ELECTRIC AGGREGATION ADMIN	10	17,557	286											17,844	124,000	14%
308801	RENTAL OF CITY PROPERTY	10	-	-											-	1,200	0%
308802	SALE OF CITY PROPERTY	10	-	2,100											2,100	-	-
308803	SALE OF OTHER PROPERTY	10	-	-											-	5,000	0%
308807	DEMOLITION PAYMENTS	10	(250)	(250)											(500)	-	-
308810	DAMAGE TO CITY PROPERTY	10	157	(18)											139	-	-
308814	INVENTORY REIMBURSEMENTS	10	(417)	(215)											(631)	-	-
308817	NOISE ORDINANCE FINES	10	-	-											-	-	-
308890	REIMBURSEMENT OF EXPENSE	10	59	-											59	5,000	1%
308898	BANK RECONCILIATION ADJ	10	-	(4,608)											(4,608)	-	-
308899	MISCELLANEOUS INCOME	10	2,629	7,466											10,096	18,786	54%
Sub Total			96,496	81,521	-	-	-	-	-	-	-	-	-	-	178,016	1,077,386	17%
PUBLIC SAFETY INTERGOVERNMENT																	
302403	FIRE TRAINING REIMBURSEMENT	10	-	-											-	35,000	0%
Sub Total			-	-	-	-	-	-	-	-	-	-	-	-	-	35,000	0%
PUBLIC SAFETY TRANSFER																	
303405	SCHOOL DISTRICT REIMB	10	-	-											-	486,000	0%
310010	FIRE PROGRAMS	10	3,631	9,220											12,851	8,000	161%
Sub Total			3,631	9,220	-	-	-	-	-	-	-	-	-	-	12,851	494,000	3%
PUBLIC SAFETY FINES & FEES																	
305512	FIRE & BURGLAR ALARMS	10	2,700	1,300											4,000	8,000	50%
305514	POLICE RECORDS	10	2,423	1,055											3,478	12,000	29%
Sub Total			5,123	2,355	-	-	-	-	-	-	-	-	-	-	7,478	20,000	37%
PROPERTY TAX ROAD & BRIDGE																	
301102	ROAD & BRIDGE TAX	10	-	-											-	406,000	0%
Sub Total			-	-	-	-	-	-	-	-	-	-	-	-	-	406,000	0%
HIGHWAYS/STREETS INTERGOVERNMENTAL																	
302401	STATE ROUTE MAINTENANCE	10	65,274	-											65,274	128,000	51%
Sub Total			65,274	-	-	-	-	-	-	-	-	-	-	-	65,274	128,000	51%
303601	MFT REIMB-MSD/TRAFF SIGNAL	10	29,170	44,835											74,005	396,000	19%
303606	WATER STREET CUTS	10	30,984	28,782											59,765	169,000	35%
Sub Total			60,154	73,616	-	-	-	-	-	-	-	-	-	-	133,770	565,000	24%
General Fund Total			6,116,361	5,383,440	-	-	-	-	-	-	-	-	-	-	11,499,801	78,200,000	15%

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

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

Period Ending: February 2022

Month of Fiscal Year		1	2	3	4	5	6	7	8	9	10	11	12	Actual		% of
Div	Fund	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	Budget	Budget
Other Funds																
various	COMMUNITY GRANT	16	14,209	-										14,209	223,440	6%
various	HOME PROGRAM	17	12,615	4,722										17,337	1,418,000	1%
various	CDBG	18	45,281	56,676										101,957	3,128,800	3%
various	OLDE TOWNE TIF	19	-	-										-	974,243	0%
various	WABASH CROSSING TIF	21	-	-										-	347,225	0%
various	DUATS	22	65,185	-										65,185	360,000	18%
various	EASTGATE TIF	23	17,500	17,500										35,000	330,309	11%
various	SOUTHSIDE TIF	24	-	-										-	47,626	0%
various	STATE DRUG ENFORCEMENT	25	284	7,793										8,077	103,500	8%
various	DUI COURT FINES	26	6,195	4,752										10,947	107,100	10%
various	POLICE PROGRAMS/LAB	27	-	-										-	1,800	0%
various	PINES SHOPPING CENTER TIF	28	2,832	2,833										5,665	108,951	5%
various	GRAND & OAKLAND TIF	29	5,413	5,413										10,826	197,334	5%
various	FEDERAL DRUG ENFORCEMENT	30	-	-										-	85,200	0%
various	BUILDING FUND	34	49,115	49,115										98,230	589,375	17%
various	LIBRARY OPERATIONS	35	160,803	47,544										208,347	4,134,562	5%
various	BAND	36	1,048	1,048										2,096	76,276	3%
various	FOREIGN FIRE INSURANCE	37	872	1										873	185,550	0%
various	PEG PROJECTS	40	2,737	13,041										15,779	71,650	22%
various	LOCAL STREETS & ROADS	42	155,334	146,251										301,585	1,900,000	16%
various	2018 PROJECT FUND	44	35	(141)										(106)	575,236	0%
various	CAPITAL STREET PROJECTS	45	-	-										-	330,000	0%
various	MFT PROJECTS	46	283,092	1,153,547										1,436,639	8,457,246	17%
various	DEBT SERVICE	50	21,729	21,729										43,458	2,292,781	2%
various	LIBRARY CAPITAL	58	-	-										-	252,200	0%
various	LIBRARY TRUST FUNDS	59	200	200										400	30,000	1%
various	FLEET MAINTENANCE	60	229,015	258,596										487,611	3,028,373	16%
various	EQUIPMENT REPLACEMENT	61	25,664	450										26,114	1,000,000	3%
various	RISK MANAGEMENT	64	349,999	349,999										699,998	4,204,788	17%
various	EMPLOYEE BENEFIT	65	1,143,997	885,375										2,029,372	12,699,432	16%
various	PUBLIC TRANSIT	70	1,818,899	83,983										1,902,881	13,630,298	14%
various	FIBER OPTICS	77	2,691	145,980										148,671	814,770	18%
various	STORMWATER PROJECTS	78	124,652	113,950										238,602	1,942,114	12%
various	SEWER PROJECTS	79	577,095	578,653										1,155,748	8,791,778	13%
various	WATER	80	2,229,015	2,831,717										5,060,731	32,069,828	16%
various	WATER CAPITAL	81	-	-										-	3,000,000	0%
various	DCDF	82	1,368	1,368										2,736	183,555	1%
various	COMMUNITY REVITALIZATION	84	2,350	3,719										6,069	5,133,500	0%
various	GRANTS	85	-	200,791										200,791	470,000	43%
various	RECYCLING	88	57,985	56,191										114,176	701,827	16%
various	WATER BOND FUND	89	-	-										-	22,400,000	0%
various	FIRE PENSION	90	149,887	149,809										299,696	11,705,312	3%
various	POLICE PENSION	91	554,779	1,293,806										1,848,585	13,281,108	14%
various	AMERICAN RESCUE PLAN	99	-	-										-	16,900,000	0%
Grand Total Revenues		14,228,235	13,869,851	-	-	-	-	-	-	-	-	-	-	28,098,085	256,485,087	11%

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

Period Ending: February 2022

Grant	Dept Div	Grant Name	Grantor Type	In Budget	Status	Total Request Amt
62	015 Executive	IPHCA CENSUS GRANT - SUB RECIPIENT; INFO ONLY; AICYZ03066	OTHER	Y	Active	101,500.00
72	015 Executive	LOCAL CORONAVIRUS URGENT REMEDTN EMERG (CURE) SUPPORT PROGAM (CARES)	FEDERAL	N	Active	3,140,263.00
74	017 Information Technology	20-203215 FIBER OPTIC NETWORK EXPANSION	STATE	Y	Active	800,000.00
52	050 Planning & Sustainability	20-1009-12795 TRANSPORTATION PLANNING ACTIVITIES (DUATS)	FEDERAL	Y	Active	344,779.73
53	050 Planning & Sustainability	20-1009-12795 TRANSPORTATION PLANNING ACTIVITIES (DUATS)	STATE	Y	Active	69,824.30
55	050 Planning & Sustainability	20-1439-17758 STATEWIDE PLANNING & RESEARCH FUND-BICYCLE PLAN	FEDERAL	Y	Active	60,000.00
70	050 Planning & Sustainability	21-1009-20178 TRANSPORTATION PLANNING ACTIVITIES (DUATS)	FEDERAL	Y	Active	286,839.12
71	050 Planning & Sustainability	21-1009-20178 TRANSPORTATION PLANNING ACTIVITIES (DUATS)	STATE	Y	Active	71,709.78
68	054 Neighborhood Outreach	SINGLE FAMILY LOAN PROGRAM	STATE	N	Active	470,000.00
75	054 Neighborhood Outreach	20-488039 COD CARES FOR ME (CARES/COVID 19)	FEDERAL	N	Active	1,190,000.00
C2014	054 Neighborhood Outreach	B-14-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	FEDERAL	Y	Active	1,220,878.00
C2016	054 Neighborhood Outreach	B-16-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	FEDERAL	Y	Active	1,268,061.00
C2017	054 Neighborhood Outreach	B-17-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	FEDERAL	Y	Active	1,262,045.00
C2018	054 Neighborhood Outreach	B-18-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	FEDERAL	Y	Active	1,378,744.00
CCV19	054 Neighborhood Outreach	CDBG CARES ACT ALLOCATION	FEDERAL	N	Active	1,292,894.00
H2014	054 Neighborhood Outreach	M-14-MC-17-0203 HOME INVESTMENT PARTNERSHIP	FEDERAL	Y	Active	312,277.00
H2016	054 Neighborhood Outreach	M-16-MC-17-0203 HOME INVESTMENT PARTNERSHIP	FEDERAL	Y	Active	327,118.00
H2017	054 Neighborhood Outreach	M-17-MC-17-0203 HOME INVESTMENT PARTNERSHIP	FEDERAL	Y	Active	330,899.00
H2018	054 Neighborhood Outreach	M-18-MC-17-008 HOME INVESTMENT PARTNERSHIP	FEDERAL	Y	Active	444,741.00
29	065 Police	MACON COUNTY SHERIFF'S OFFICE K-9 TRAINING FACILITY; HOWARD BUFFETT	OTHER	Y	Active	608,852.00
44	065 Police	2018 BULLETPROOF VEST PARTNERSHIP (BVP)	FEDERAL	Y	Active	28,400.00
49	065 Police	AP-20-0069 STEP	FEDERAL	Y	Active	125,742.00
54	065 Police	2019 BULLETPROOF VEST PARTNERSHIP (BVP)	FEDERAL	Y	Active	17,395.00
60	065 Police	DUI ENFORCEMENT OFFICER; HOWARD BUFFETT	OTHER	N	Active	500,000.00
63	065 Police	HS-21-00087, 04-02 2021 STEF	FEDERAL	Y	Active	105,678.00
66	065 Police	2020-VD-BX-0262 CORONAVIRUS (CARES) EMERGENCY SUPPLEMENTAL FUNDING	FEDERAL	N	Active	99,423.00
J2020	065 Police	2020-DJ-BX-0871 JUSTICE ASSISTANCE GRANT	FEDERAL	N	Active	29,430.00
59	070 Fire	EMW-2018-FO-05460 ASSISTANCE TO FIREFIGHTERS GRANT	FEDERAL	Y	Active	80,931.81
69	070 Fire	EMW-2019-FO-04351 ASSISTANCE TO FIREFIGHTERS GRANT	FEDERAL	Y	Active	271,090.91
09334	082 Public Works	ILLINIOS JOBS NOW; BRUSH COLLEGE ROAD EXPANSION R-O-W R-97-007-17	STATE	Y	Active	2,006,014.00
09335	082 Public Works	IL COMPET FREIGHT PROG-BRUSH COLLEGE/FARIES GRADE SEP R-97-006-15	FEDERAL	N	Active	25,979,493.00
09336	082 Public Works	6WGY(165)-RR GRADE CROSSING PROTECT FND GCPF BRUSH COLLEGE D-97-009-15	STATE	N	Active	12,000,000.00
1406	082 Public Works	15-203002 IL DCEO (MIDWEST INLAND PORT TRANSPORTATION STUDY)	STATE	N	Active	250,000.00
1706	082 Public Works	MOUND ROAD BR W #058-3035 & MIDDLE BR OVER SPRING CREEK 058-3036	FEDERAL	N	Active	2,000,000.00
1722	082 Public Works	L17-5498 IEPA MCKINLEY AVE SEWER REHAB	FEDERAL	Y	Active	5,911,143.00
1805	082 Public Works	TAYLOR RD BRIDGE OVER WARD BRANCH #058-6002	FEDERAL	Y	Active	800,000.00
61	350 Library	20-3031-PNG PROJECT NEXT GENERATION	FEDERAL	Y	Active	14,900.00
L2020	350 Library	FY2020 IL PUBLIC LIBRARY PER CAPITA GRANT PENDING	STATE	Y	Active	95,152.50
50	700 Mass Transit	TS-18-317, TECHNICAL SERVICE GRANT (TRANSIT OPERATIONS ANALYSIS)	FEDERAL	Y	Active	60,000.00
51	700 Mass Transit	TS-18-317, TECHNICAL SERVICE GRANT (TRANSIT OPERATIONS ANALYSIS)	STATE	Y	Active	15,000.00
64	700 Mass Transit	IL-2020-022-01-00 CARES ACT GRANT - CAPITAL	FEDERAL	N	Active	1,500,000.00
65	700 Mass Transit	IL-2020-022-02-00 CARES ACT GRANT - OPERATING	FEDERAL	N	Active	3,000,000.00
F16-1	700 Mass Transit	IL-90-X760-00 / IL-2016-027-02 FY-16 BUS SUPPORT EQUIP & FACILITIES	FEDERAL	Y	Active	1,651,807.00
F17-2	700 Mass Transit	IL-2017-029-02 FY-17 CAPITAL FOR CARPETING & BUS STOP IMPROVMENTS	FEDERAL	Y	Active	153,802.00
F20	700 Mass Transit	IL-2020-004-00 2019-2020 OPERATING ASSISTANCE; FFY15	FEDERAL	Y	Active	1,800,000.00
FC191	700 Mass Transit	IL-2019-010-11 BUS PROCUREMENT GRANT	FEDERAL	N	Active	4,662,000.00
FC20	700 Mass Transit	IL-2020-010-00 CAPITAL GRANT SUPPORT EQUIP AND FACILITIES	FEDERAL	Y	Active	296,100.00
S20	700 Mass Transit	OP-20-47-IL #5063 FY-2020 DOWNSTATE OPERATING ASSISTANCE GRANT	STATE	Y	Active	12,162,700.00
S21	700 Mass Transit	21-1141-19231 FY-2021 DOWNSTATE OPERATING ASSISTANCE GRANT	STATE	Y	Active	13,379,000.00
SC14	700 Mass Transit	CAP-14-1034-ILL #4464 CAPITAL GRANT	STATE	Y	Active	3,190,000.00
SC20	700 Mass Transit	CAP-20-xxxx-ILL #pend CAPITAL GRANT	STATE	Y	Active	1,140,000.00
73	803 Public Works Water	SECTION 319(H) -NONPOINT POLLUTION CONTROL FINANCIAL ASSISTANCE	FEDERAL	N	Submitted	150,000.00
37	840 Community Revitalization	NEIGHBORHOOD REDEVELOPMENT DONATION; HOWARD BUFFETT #1	OTHER	Y	Active	1,000,000.00
57	840 Community Revitalization	NEIGHBORHOOD REDEVELOPMENT DONATION (JOHNS HILL); HOWARD BUFFETT #2	OTHER	Y	Active	1,133,875.00

Bold print indicates information updated from previous month's report

Total

110,590,502

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

February 2022

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Original Budget	Revised Budget	YTD % of Budget
General Government																		
010	LEGISLATIVE	10	2,412	4,386											6,798	61,687	61,687	11%
015	EXECUTIVE	10	61,303	52,458											113,760	868,399	868,399	13%
016	HUMAN RESOURCES	10	40,361	41,663											82,023	602,304	602,304	14%
017	INFORMATION TECHNOLOGIES	10	101,820	129,530											231,350	1,852,668	1,852,668	12%
018	CITY CLERK	10	513	308											821	-	-	-
020	LEGAL	10	105,306	100,848											206,154	1,006,159	1,006,159	20%
035	FINANCE	10	115,899	102,638											218,537	1,572,082	1,572,082	14%
037	PURCHASING	10	15,949	14,257											30,206	197,850	197,850	15%
038	CIVIC CENTER	10	1,055	37,506											38,561	273,954	273,954	14%
039	CITY GENERAL ADMINISTRATIVE	10	602,505	-											602,505	4,203,942	4,203,942	14%
040	CENTRAL BUSINESS DISTRICT	10	1,250	378											1,628	115,000	115,000	
Sub Total			1,048,373	483,971	-	-	-	-	-	-	-	-	-	-	1,532,344	10,754,045	10,754,045	14%
Community & Economic Development Services																		
050	PLANNING & SUSTAINABILITY	10	62,124	55,913											118,037	853,177	853,177	14%
052	BUILDING INSPECTIONS	10	62,245	54,191											116,435	795,771	795,771	15%
053	NEIGHBORHOOD INSPECTIONS	10	65,800	53,595											119,394	1,371,284	1,371,284	9%
054	REVITALIZATION & HOUSING	10	29,700	35,409											65,109	616,163	616,163	11%
055	ECONOMIC DEVELOPMENT	10	75,930	5,000											80,930	535,500	535,500	15%
Sub Total			295,799	204,107	-	-	-	-	-	-	-	-	-	-	499,906	4,171,895	4,171,895	12%
Public Safety																		
065	POLICE	10	2,217,452	1,730,507											3,947,959	30,897,437	30,897,437	13%
070	FIRE	10	1,235,393	1,084,714											2,320,106	21,589,122	21,589,122	11%
Sub Total			3,452,845	2,815,221	-	-	-	-	-	-	-	-	-	-	6,268,066	52,486,559	52,486,559	12%
Public Works																		
080	PUBLIC WORKS ADMIN	10	143,778	49,189											192,967	554,233	554,233	35%
082	ENGINEERING	10	81,314	75,624											156,938	1,610,298	1,610,298	10%
083	MUNICIPAL SERVICES	10	415,615	415,891											831,506	5,296,658	5,296,658	16%
084	STREETS	10	68,374	96,741											165,114	1,183,725	1,183,725	14%
086	TRAFFIC & PARKING	10	97,977	100,315											198,293	1,405,870	1,405,870	14%
088	LAND & BUILDING MGMT	10	32,790	42,097											74,887	736,717	736,717	10%
Sub Total			839,848	779,857	-	-	-	-	-	-	-	-	-	-	1,619,705	10,787,501	10,787,501	15%
General Fund Expenditure Total			5,636,865	4,283,156	-	-	-	-	-	-	-	-	-	-	9,920,020	78,200,000	78,200,000	13%
Community & Economic Development																		
16	COMMUNITY GRANT	16	988	198											1,186	223,440	223,440	1%
17	HOME PROGRAM	17	11,926	3,699											15,625	1,353,284	1,353,284	1%
18	CDBG PROGRAM	18	45,020	56,765											101,785	3,128,799	3,128,799	3%
22	DUATS	22	53,681	-											53,681	360,000	360,000	15%
70	PUBLIC TRANSIT	70	620,962	672,595											1,293,557	13,578,888	13,578,888	10%
82	DCDF	82	-	3,187											3,187	183,000	183,000	2%
84	COMMUNITY REVITALIZATION	84	22,200	106,874											129,074	6,537,889	6,537,889	2%
88	RECYCLING	88	48,370	53,432											101,802	657,176	657,176	15%
Sub Total			803,146	896,751	-	-	-	-	-	-	-	-	-	-	1,699,897	26,022,476	26,022,476	7%
Redevelopment & TIF																		
19	OLDE TOWNE TIF	19	-	-											-	929,140	929,140	0%
21	WABASH CROSSING TIF	21	-	-											-	347,000	347,000	0%
23	EASTGATE TIF	23	-	-											-	330,000	330,000	0%
24	SOUTHSIDE TIF	24	-	-											-	47,000	47,000	0%
28	PINES SHOPPING CENTER TIF	28	-	-											-	107,119	107,119	0%
29	GRAND & OAKLAND TIF	29	-	-											-	197,334	197,334	0%
Sub Total			-	-	-	-	-	-	-	-	-	-	-	-	-	1,957,593	1,957,593	0%

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

February 2022

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Original Budget	Revised Budget	YTD % of Budget
Public Safety																		
25	STATE DRUG ACTIVITIES	25	12,305	-											12,305	190,000	190,000	6%
26	DUI COURT FINES	26	5,083	14,471											19,554	141,000	141,000	14%
27	POLICE PROGRAMS/LAB	27	-	-											-	25,000	25,000	0%
30	FEDERAL DRUG ENFORCEMENT	30	-	1,200											1,200	125,000	125,000	1%
37	FOREIGN FIRE INSURANCE	37	5,176	7,071											12,247	185,550	185,550	7%
Sub Total			22,564	22,741	-	-	-	-	-	-	-	-	-	-	45,305	666,550	666,550	7%
Debt Service																		
50	DEBT SERVICE PAYMENTS	50	750	1,297,073											1,297,823	2,504,234	2,504,234	52%
Sub Total			750	1,297,073	-	-	-	-	-	-	-	-	-	-	1,297,823	2,504,234	2,504,234	52%
Public Works																		
42	LOCAL MFT PROJECTS	42	417,715	576,382											994,097	1,767,131	1,767,131	56%
44	2018 PROJECT FUND	44	-	2,480											2,480	3,248,110	3,248,110	0%
45	CAPITAL PROJECTS	45	5,000	5,000											10,000	330,000	330,000	3%
46	STATE MFT PROJECTS	46	2,093,768	100,816											2,194,584	8,030,490	8,030,490	27%
60	FLEET OPERATIONS	60	141,502	246,457											387,958	3,120,601	3,120,601	12%
61	EQUIPMENT REPLACEMENT	61	126,972	117,394											244,367	1,718,377	1,718,377	14%
78	STORM WATER PROJECTS	78	114,515	307,276											421,791	2,482,633	2,482,633	17%
79	SEWER PROJECTS	79	510,190	750,895											1,261,086	16,760,356	16,760,356	8%
Sub Total			3,409,662	2,106,701	-	-	-	-	-	-	-	-	-	-	5,516,362	37,457,698	37,457,698	15%
Library																		
35	LIBRARY OPERATIONS	35	318,047	308,844											626,890	4,144,223	4,144,223	15%
58	LIBRARY CAPITAL PROJECTS	58	-	-											-	250,000	250,000	0%
59	LIBRARY TRUST FUNDS	59	7,139	(1,413)											5,727	60,000	60,000	10%
Sub Total			325,186	307,431	-	-	-	-	-	-	-	-	-	-	632,617	4,454,223	4,454,223	14%
Internal Service and Other																		
34	BUILDING FUND	34	33,458	41,854											75,313	674,198	674,198	11%
36	BAND	36	2,283	224											2,507	86,876	86,876	3%
40	PEG CAPITAL PROGRAMMING	40	2,532	2,028											4,560	69,882	69,882	7%
64	RISK MANAGEMENT	64	146,913	51,680											198,593	3,424,383	3,424,383	6%
65	BENEFIT INSURANCE	65	901,261	885,859											1,787,120	12,165,140	12,165,140	15%
77	FIBER OPTICS	77	93	93											186	1,061,700	1,061,700	0%
85	GRANT FUND -COVID SPEND	85	-	-											-	470,000	470,000	0%
99	AMERICAN RESCUE PLAN	99	200,000	66,739											266,739	12,803,300	12,803,300	2%
Sub Total			1,286,541	1,048,477	-	-	-	-	-	-	-	-	-	-	2,335,018	30,755,479	30,755,479	8%
Water Utility																		
80	WATER UTILITY	80	1,196,700	8,850,707											10,047,406	31,879,232	31,879,232	32%
81	WATER CAPITAL	81	106,888	205,062											311,951	10,369,826	10,369,826	3%
89	WATER BONDS	89	-	-											-	9,350,000	9,350,000	0%
Sub Total			1,303,588	9,055,769	-	-	-	-	-	-	-	-	-	-	10,359,357	51,599,058	51,599,058	20%
Fudiciary Trust & Agency																		
90	FIRE PENSION	90	791,411	789,606											1,581,018	9,534,416	9,534,416	17%
91	POLICE PENSION	91	839,715	884,179											1,723,894	10,145,436	10,145,436	17%
Sub Total			1,631,127	1,673,785	-	-	-	-	-	-	-	-	-	-	3,304,912	19,679,852	19,679,852	17%
Grand Total Expenditures			14,419,428	20,691,883	-	-	-	-	-	-	-	-	-	-	35,111,311	253,297,164	253,297,164	14%

City of Decatur

Water Utility Financial Report

Operating Fund Statement of Revenue and Expense

home

US\$ (whole)	Current Month Actual	Current Month Budget	O(U) Budget	Prior Year MTD Actual	O(U) Prior Year
Revenue					
Water Sales	2,780,145	2,597,500	182,645	2,334,499	445,647
UCS Billing Reimb	13,069	13,069	-	19,266	(6,197)
Tapping Fees	1,810	1,250	560	915	895
Lake Lic. / Permits	-	20,917	(20,917)	-	-
Interest Income	-	-	-	-	-
Other Income	36,692	39,750	(3,058)	122,096	(85,404)
Total Revenue	2,831,717	2,672,486	159,231	2,476,775	354,941
Cost of Service					
801 Water Production	488,552	493,804	(5,252)	367,256	121,296
804 Water Services	276,771	300,415	(23,644)	227,723	49,048
Total Cost of Service	765,323	794,218	(28,896)	594,979	170,344
% of Revenue	27.0%	29.7%		24.0%	
Water Gross Margin	2,066,394	1,878,267	188,126	1,881,796	184,597
% of Revenue	73.0%	70.3%		76.0%	
Operating Expense					
802 Lake Management	119,343	162,872	(43,528)	41,116	78,227
803 Water Administration	363,189	366,761	(3,573)	348,682	14,507
805 Customer Service	73,272	90,547	(17,275)	84,737	(11,465)
Total Operating Expense	555,804	620,180	(64,376)	474,536	81,268
% of Revenue	19.6%	23.2%		19.2%	
Margin Before Debt Service	1,510,590	1,258,087	252,503	1,407,261	103,329
% of Revenue	53.3%	47.1%		56.8%	
Debt Service					
808 GO Bond Debt	6,751,284	-	6,751,284	6,645,859	105,425
809 IEPA - Nitrate Facility	-	-	-	-	-
80B IEPA - Water Tower	-	-	-	-	-
80C JCI - Auto Water Meter	778,295	778,295	0	755,266	23,030
Total Debt Service	7,529,580	778,295	6,751,284	7,401,125	128,455
% of Revenue	265.9%	29.1%		298.8%	
Operating Income	(6,018,990)	479,792	(6,498,782)	(5,993,864)	(25,126)
% of Revenue	-212.6%	18.0%		-242.0%	
Transfer to Capital					
CapEx Funding	-	-	-	-	-
Income after Capital Transfer	(6,018,990)	479,792	(6,498,782)	(5,993,864)	(25,126)
% of Revenue	-212.6%	18.0%		-242.0%	

Balance Sheet Items (Operating Fund)

Cash	2,036,544		437,324	
Interfund AR	-		-	
Investments	-		-	
Total Cash & Investments	2,036,544		437,324	
Accounts Receivable	4,685,094		430,587	

Month of: February 2022

Current YTD Actual	Current YTD Budget	O(U) Budget	Prior YTD Actual	O(U) Prior Year
4,950,862	5,195,000	(244,138)	4,721,667	229,195
26,138	26,138	-	38,532	(12,394)
9,765	2,500	7,265	3,560	6,205
497	41,833	(41,337)	-	497
-	-	-	-	-
73,469	79,500	(6,031)	154,385	(80,916)
5,060,731	5,344,971	(284,240)	4,918,144	142,587
749,252	987,607	(238,355)	630,175	119,077
542,083	600,830	(58,747)	475,412	66,671
1,291,334	1,588,437	(297,102)	1,105,586	185,748
25.5%	29.7%		22.5%	
3,769,397	3,756,535	12,862	3,812,558	(43,161)
74.5%	70.3%		77.5%	
167,058	325,744	(158,686)	124,815	42,243
729,054	733,523	(4,468)	698,109	30,946
149,184	181,094	(31,910)	170,944	(21,759)
1,045,297	1,240,361	(195,064)	993,867	51,429
20.7%	23.2%		20.2%	
2,724,100	2,516,174	207,926	2,818,691	(94,590)
53.8%	47.1%		57.3%	
6,751,659	114,322	6,637,337	6,645,959	105,700
-	-	0	-	-
180,840	180,840	0	180,840	-
778,295	778,295	0	755,266	23,030
7,710,795	1,073,458	6,637,337	7,582,065	128,730
152.4%	20.1%		154.2%	
(4,986,695)	1,442,716	(6,429,411)	(4,763,375)	(223,320)
-98.5%	27.0%		-96.9%	
-	-	-	-	-
(4,986,695)	1,442,716	(6,429,411)	(4,763,375)	(223,320)
-98.5%	27.0%		-96.9%	

Prepared By:

Office of the City Treasurer

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

Month of: February 2022

	Current Month Actual	Current YTD Actual	Current YTD Budget	O(U) Budget	Full Year Budget	Comments
Revenue						
CapEx Funding	-	-	-	-	2,000,000	CapEx funding from Water Operating Fund
ADM Cost Share	-	-	-	-	1,000,000	Actual ADM cost share
Other	-	-	-	-	-	
Total Revenue	-	-	-	-	3,000,000	

CapEx Project Spending							
Operating CapEx	-	-	71,667	(71,667)	430,000	81808112	423700
Professional Services	1,150	2,245	93,000	(90,755)	558,000	81808118	428000
Automotive Equipment	-	-	92,732	(92,732)	556,393		451000
Other Equipment	-	-	62,984	(62,984)	377,902		452000
System leak detection	-	-	5,808	(5,808)	34,848		486300
Water Main Replacement	-	67,625	-	67,625	-		488800
Water System Improvmnts	3,800	3,800	89,583	(85,783)	537,500		497000
SWTP Improvements	178,315	178,315	1,035,833	(857,518)	6,215,000		499200
Lake cap operating	21,797	59,966	144,197	(84,231)	865,183	81808122	423700
Lake cap land acq	-	-	-	-	100,000	81808128	450100
Lake cap additional water	-	-	-	-	695,000	81808128	488900
Water Distrobution System	-	-	-	-	-		
Arch & Eng. Services	-	-	-	-	-	81808118	423700
Total CapEx Spending	205,062	311,950	1,595,804	(1,283,854)	10,369,826		
Surplus (Deficit)	(205,062)	(311,950)	(1,595,804)		(7,369,826)		

Capital Fund Cash Position

Cash Position Start of Month	9,054,235	
Cash Position Close of Month	8,849,172	
Interfund AR	1,081,816	Due to Water Capital fund from Capital Fund 45

Prepared By: Office of the City Treasurer

City of Decatur
Water Utility Financial Report
Key Metrics

[home](#)

February 2022

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year	YTD Comparison
Current Year														
Water Bill Count														
Original Bills														
Residential	27,110	24,647	-	-	-	-	-	-	-	-	-	-	51,757	
Industrial	30	30	-	-	-	-	-	-	-	-	-	-	60	
Commercial	2,696	2,456	-	-	-	-	-	-	-	-	-	-	5,152	
Total	29,836	27,133	-	-	-	-	-	-	-	-	-	-	56,969	16.3%
Delinquent Bills														
Residential	7,701	6,192	-	-	-	-	-	-	-	-	-	-	13,893	
Industrial	1	1	-	-	-	-	-	-	-	-	-	-	2	
Commercial	390	374	-	-	-	-	-	-	-	-	-	-	764	
Total	8,092	6,567	-	-	-	-	-	-	-	-	-	-	14,659	25.4%
Total Bill Count	37,928	33,700	-	-	-	-	-	-	-	-	-	-	71,628	17.6%
Cubit Feet Consumption Billed														
Residential	11,184,528	10,323,200	-	-	-	-	-	-	-	-	-	-	21,507,728	15.3%
Industrial	41,470,827	44,584,892	-	-	-	-	-	-	-	-	-	-	86,055,719	16.4%
Commercial	9,930,161	9,864,418	-	-	-	-	-	-	-	-	-	-	19,794,579	15.2%
Total	62,585,516	64,772,510	-	-	-	-	-	-	-	-	-	-	127,358,026	17.6%
Water Shut Offs														
	671	547	-	-	-	-	-	-	-	-	-	-	1,218	31.3%
Customer Service Telephone Calls	5,148	4,411	-	-	-	-	-	-	-	-	-	-	9,559	18.1%
Water Billed \$														
Residential	703,993	646,665	-	-	-	-	-	-	-	-	-	-	1,350,658	15.7%
Industrial	1,132,178	1,202,794	-	-	-	-	-	-	-	-	-	-	2,334,972	16.5%
Commercial	526,196	506,736	-	-	-	-	-	-	-	-	-	-	1,032,932	15.7%
Total	\$ 2,362,367	\$ 2,356,195	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,718,562	16.1%
Penalty \$	\$ 28,636	\$ 12,568	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,204	34.4%
Total Billed	\$ 2,391,004	\$ 2,368,763	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,759,767	16.2%
Water Gallonage Billed														
Gallons (000)	292,670	292,140	-	-	-	-	-	-	-	-	-	-	584,810	15.1%
\$ Billed	89,264	89,103	-	-	-	-	-	-	-	-	-	-	178,367	15.1%
Water Billed vs Cash Receipts														
Billed \$	2,480,268	2,457,866	-	-	-	-	-	-	-	-	-	-	4,938,134	16.1%
Cash Revenue \$	2,170,717	2,780,145	-	-	-	-	-	-	-	-	-	-	4,950,862	16.0%
% Cash to Billed	88%	113%	-	-	-	-	-	-	-	-	-	-	100.3%	
Prior Year														
Water Bill Count														
Original Bills														
Residential	25,059	23,515	29,744	27,936	25,609	27,863	26,155	26,059	27,124	26,256	25,196	27,595	318,111	
Industrial	32	32	32	32	32	31	31	31	30	30	30	30	373	
Commercial	2,543	2,364	2,981	2,765	2,577	2,775	2,672	2,588	2,695	2,661	2,484	2,837	31,942	
Total	27,634	25,911	32,757	30,733	28,218	30,669	28,858	28,678	29,849	28,947	27,710	30,462	350,426	
Delinquent Bills														
Residential	-	-	-	4,388	6,733	7,684	7,561	7,342	6,874	7,526	6,506	8,347	62,961	
Industrial	-	-	-	-	-	-	-	-	-	-	-	2	2	
Commercial	-	-	-	267	383	429	388	373	402	419	354	431	3,446	
Total	-	-	-	4,655	7,116	8,113	7,949	7,715	7,276	7,945	6,860	-	66,409	
Total Bill Count	27,634	25,911	32,757	35,388	35,334	38,782	36,807	36,393	37,125	36,892	34,570	30,462	416,835	
Cubit Feet Consumption Billed														
Residential	10,767,334	9,925,623	11,990,776	11,474,989	10,630,307	13,136,467	12,474,128	12,523,984	14,250,073	11,615,797	10,496,591	11,253,709	140,539,778	
Industrial	42,014,828	44,147,266	38,456,220	47,075,410	43,606,652	44,110,636	42,577,898	45,582,125	45,982,380	43,048,898	45,561,283	41,088,785	523,252,381	
Commercial	9,042,082	8,539,316	9,981,824	10,106,822	10,333,931	11,504,792	12,736,138	12,592,992	13,918,961	12,999,776	8,590,363	10,076,006	130,423,003	
Total	61,824,244	62,612,205	60,428,820	68,657,221	64,570,890	68,751,895	67,788,164	-	74,151,414	67,664,471	64,648,237	62,418,500	794,215,162	
Water Shut Offs														
	-	-	-	537	354	683	302	437	377	354	394	450	3,888	
Customer Service Tphone Calls	3,386	3,059	4,192	4,648	4,295	5,598	4,216	4,714	4,588	4,657	4,757	4,710	52,820	
Water Billed \$														
Residential	\$ 658,240	\$ 608,620	\$ 738,947	\$ 706,620	\$ 659,321	\$ 806,904	\$ 764,169	\$ 762,782	\$ 806,390	\$ 720,704	\$ 660,528	\$ 710,844	\$ 8,604,070	
Industrial	\$ 1,118,507	\$ 1,166,364	\$ 1,036,264	\$ 1,236,052	\$ 1,156,692	\$ 1,220,483	\$ 1,163,663	\$ 1,241,562	\$ 1,237,861	\$ 1,168,410	\$ 1,271,240	\$ 1,124,335	\$ 14,141,432	
Commercial	\$ 473,329	\$ 444,867	\$ 530,314	\$ 521,551	\$ 520,537	\$ 583,900	\$ 624,185	\$ 611,803	\$ 661,567	\$ 623,739	\$ 445,434	\$ 538,805	\$ 6,580,029	
Total	\$ 2,250,076	\$ 2,219,852	\$ 2,305,524	\$ 2,464,223	\$ 2,336,551	\$ 2,611,286	\$ 2,552,017	\$ 2,616,147	\$ 2,705,818	\$ 2,512,853	\$ 2,377,202	\$ 2,373,984	\$ 29,325,531	
Penalty \$	\$ -	\$ -	\$ -	\$ -	\$ 7,398	\$ 11,899	\$ 13,354	\$ 14,264	\$ 15,045	\$ 15,594	\$ 12,720	\$ 15,229	\$ 119,792	
Total Billed	\$ 2,250,076	\$ 2,219,852	\$ 2,305,524	\$ 2,471,621	\$ 2,348,449	\$ 2,624,640	\$ 2,566,281	\$ 2,630,437	\$ 2,720,863	\$ 2,528,447	\$ 2,389,922	\$ 2,389,213	\$ 29,445,323	
Water Gallonage														
Gallons (000)	319,830	309,680	263,740	326,070	303,870	372,870	364,800	353,560	321,720	340,600	297,900	292,670	3,867,310	
\$ Billed	\$ 97,548	\$ 94,452	\$ 80,441	\$ 99,451	\$ 92,680	\$ 113,725	\$ 111,264	\$ 107,836	\$ 98,125	\$ 103,883	\$ 90,860	\$ 89,264	\$ 1,179,530	
Water Billed vs Cash Receipts														
Billed \$	\$ 2,347,624	\$ 2,314,304	\$ 2,385,965	\$ 2,571,072	\$ 2,441,129	\$ 2,738,365	\$ 2,677,545	\$ 2,738,273	\$ 2,818,988	\$ 2,632,330	\$ 2,480,781	\$ 2,478,477	\$ 30,624,853	
Cash Revenue \$	\$ 2,387,168	\$ 2,334,499	\$ 2,476,584	\$ 2,581,739	\$ 2,449,633	\$ 2,686,789	\$ 2,688,433	\$ 2,775,446	\$ 2,729,320	\$ 2,659,178	\$ 2,605,104	\$ 2,492,951	\$ 30,866,844	
% Cash to Billed	101.7%	100.9%	103.8%	100.4%	100.3%	98.1%	100.4%	101.4%	96.8%	101.0%	105.0%	100.6%	100.8%	

City of Decatur
Treasurer's Financial Report
Headcount Staffing Level

Period Ending: February 2022

	2022 Budget	Current Year Staffing Levels												Prior Yr End
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Full Time Staffing														
Executive & City Clerk	8	7	7	-	-	-	-	-	-	-	-	-	-	7
Finance	21	18	19	-	-	-	-	-	-	-	-	-	-	20
Human Resources	4	4	4	-	-	-	-	-	-	-	-	-	-	4
Information Technology	8	8	8	-	-	-	-	-	-	-	-	-	-	8
Corporation Counsel	7	8	8	-	-	-	-	-	-	-	-	-	-	7
Economic & Community Dev	26	23	23	-	-	-	-	-	-	-	-	-	-	21
Public Safety	268	253	254	-	-	-	-	-	-	-	-	-	-	252
Public Works	113	103	104	-	-	-	-	-	-	-	-	-	-	110
Total Full Time	455	424	427	-	-	-	-	-	-	-	-	-	-	429
Part Time Staffing														
Executive	-	1	2	-	-	-	-	-	-	-	-	-	-	1
Legislative	7	7	7	-	-	-	-	-	-	-	-	-	-	7
Finance	-	2	2	-	-	-	-	-	-	-	-	-	-	2
Human Resources	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Information Technology	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Corporation Counsel	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Economic & Community Dev	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Public Safety	-	2	2	-	-	-	-	-	-	-	-	-	-	1
Public Works	-	-	-	-	-	-	-	-	-	-	-	-	-	2
Total Temporary	7	12	13	-	-	-	-	-	-	-	-	-	-	13
Total City Staff Headcount	462	436	440	-	-	-	-	-	-	-	-	-	-	442

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

City of Decatur
Treasurer's Financial Report
Headcount Staffing Level

Period Ending: February 2022

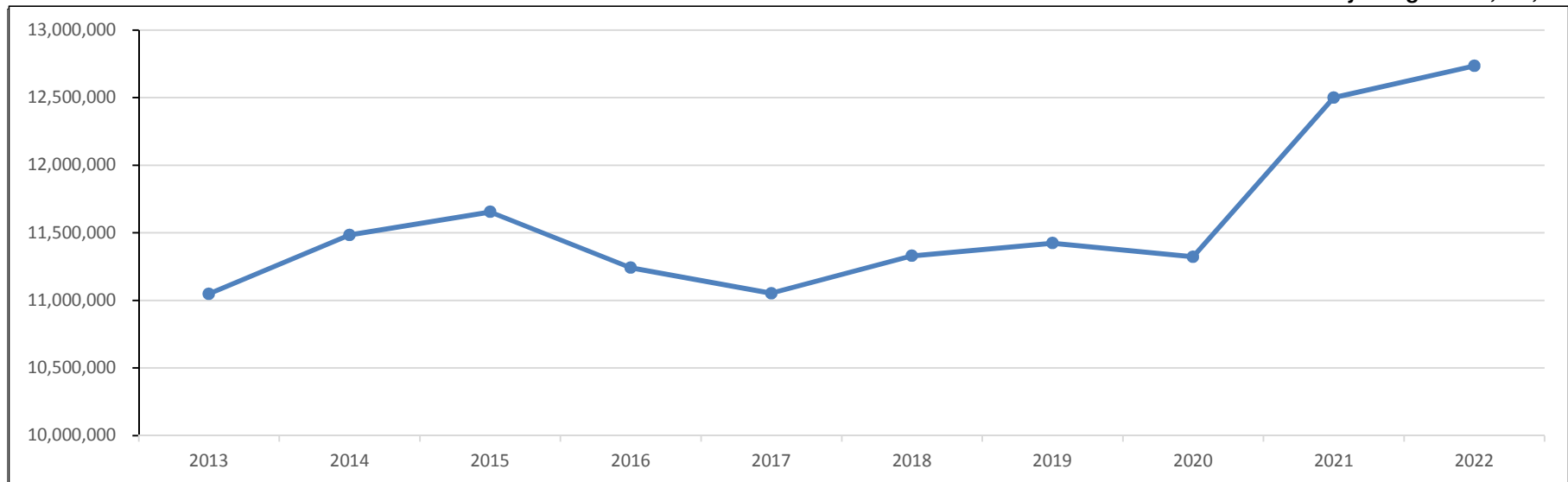
	2022 Budget	Current Year Staffing Levels												Prior Yr End
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Full Time Staff														
Executive														
Executive & City Clerk	5	4	4	-	-	-	-	-	-	-	-	-	-	4
Public Transit	3	3	3	-	-	-	-	-	-	-	-	-	-	2
Total	8	7	7	-	-	-	-	-	-	-	-	-	-	7
Finance														
Finance	12	11	11	-	-	-	-	-	-	-	-	-	-	11
Purchasing	2	2	2	-	-	-	-	-	-	-	-	-	-	2
Utility Customer Service	7	5	6	-	-	-	-	-	-	-	-	-	-	7
Total	21	18	19	-	-	-	-	-	-	-	-	-	-	20
Human Resources														
Human Resources	4	4	4	-	-	-	-	-	-	-	-	-	-	4
Information Technology														
Information Technology	8	8	8	-	-	-	-	-	-	-	-	-	-	8
Corporation Legal Counsel														
Corporation Legal Counsel	7	8	8	-	-	-	-	-	-	-	-	-	-	7
Economic & Community Devel														
Planning, Sustainability, Admin	7	6	6	-	-	-	-	-	-	-	-	-	-	6
Building Inspections	7	6	6	-	-	-	-	-	-	-	-	-	-	6
Neighborhood Inspection	8	6	6	-	-	-	-	-	-	-	-	-	-	6
Neighborhood Services	4	5	5	-	-	-	-	-	-	-	-	-	-	3
Total	26	23	23	-	-	-	-	-	-	-	-	-	-	21
Public Safety														
Fire	109	104	105	-	-	-	-	-	-	-	-	-	-	104
Police	159	149	149	-	-	-	-	-	-	-	-	-	-	148
Total	268	253	254	-	-	-	-	-	-	-	-	-	-	252
Public Works														
PW Engineering	13	9	9	-	-	-	-	-	-	-	-	-	-	9
Fleet Maintenance	8	8	8	-	-	-	-	-	-	-	-	-	-	8
PW Municipal Services	46	44	45	-	-	-	-	-	-	-	-	-	-	51
PW Administration	2	2	2	-	-	-	-	-	-	-	-	-	-	2
Water Production (Admin)	2	2	2	-	-	-	-	-	-	-	-	-	-	2
Water Production (Lake)	5	4	5	-	-	-	-	-	-	-	-	-	-	3
Water Production South Plant	15	14	13	-	-	-	-	-	-	-	-	-	-	14
Water Services Distribution	22	20	20	-	-	-	-	-	-	-	-	-	-	21
Total	113	103	104	-	-	-	-	-	-	-	-	-	-	110
Total City Staffing	455	424	427	-	-	-	-	-	-	-	-	-	-	429
General Fund staffing	393	374	376	-	-	-	-	-	-	-	-	-	-	371
Other Fund staffing	62	50	51	-	-	-	-	-	-	-	-	-	-	51
Total staffing	455	424	427	-	-	-	-	-	-	-	-	-	-	422

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

STATE SALES TAX

Home

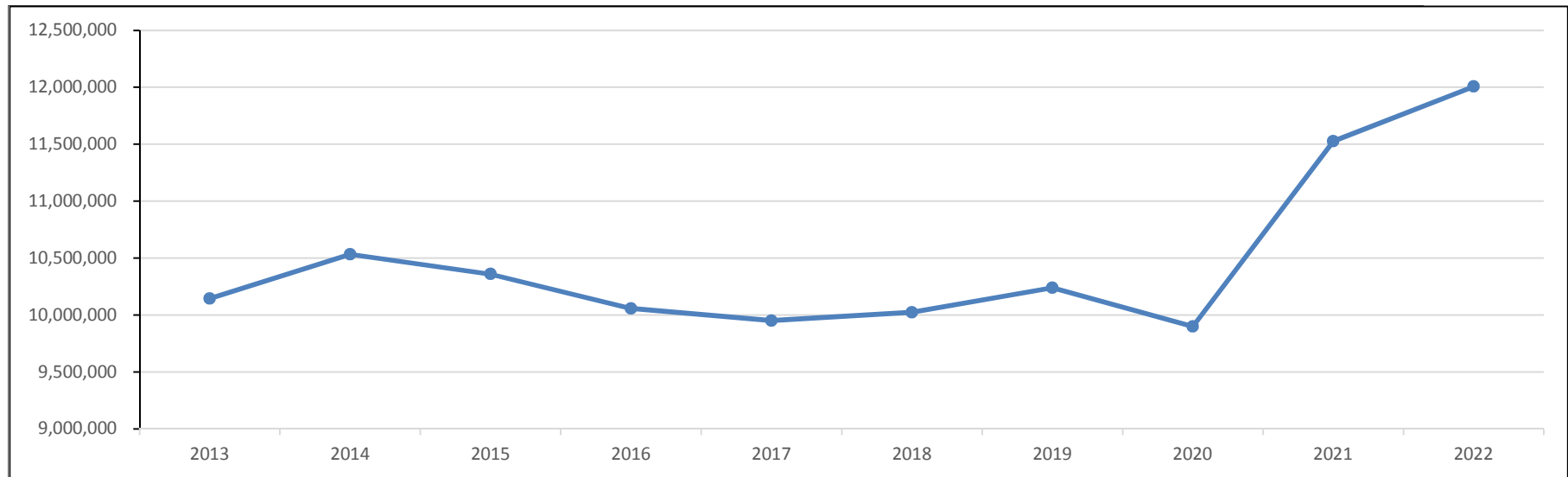
MONTH	2013 Actual	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2022 Year in Play	
JANUARY	918,325	938,684	963,009	946,811	902,833	882,653	984,872	984,354	936,318	1,033,684	A
FEBRUARY	880,247	914,587	941,678	904,631	899,838	917,921	935,303	955,006	882,140	1,075,306	A
MARCH	1,076,758	1,106,071	1,120,789	1,119,498	1,107,270	1,088,364	1,093,971	1,112,877	1,115,773	1,160,574	B
APRIL	856,724	825,291	857,417	824,458	789,769	840,607	801,923	850,408	909,469	1,051,483	B
MAY	884,323	868,465	877,404	867,538	837,972	819,180	845,440	849,934	864,919	1,052,483	B
JUNE	954,864	974,156	978,888	940,736	957,693	978,292	975,295	909,787	1,179,406	1,051,483	B
JULY	922,915	935,127	944,686	887,325	906,452	942,693	968,093	858,962	1,082,746	1,051,392	B
AUGUST	796,714	1,028,409	992,900	943,818	935,012	1,010,708	1,011,477	945,270	1,201,374	1,051,483	B
SEPTEMBER	948,422	979,712	1,006,626	994,684	953,644	978,357	930,277	972,693	1,113,247	1,051,483	B
OCTOBER	925,873	981,740	991,641	933,239	891,372	943,494	979,187	974,990	1,069,252	1,051,483	B
NOVEMBER	964,174	961,614	1,003,087	962,595	934,414	991,142	967,297	940,548	1,087,116	1,051,483	B
DECEMBER	919,141	969,684	976,633	916,175	935,863	935,419	930,430	967,339	1,058,332	1,051,483	B
TOTALS	11,048,482	11,483,540	11,654,760	11,241,506	11,052,132	11,328,832	11,423,564	11,322,169	12,500,091	12,733,823	
								Year in Play Budget		12,700,000	



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

LOCAL SALES TAX

MONTH	2013 Actual	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2022 Year in Play	
JANUARY	861,196	887,481	889,089	848,993	818,066	807,770	892,334	880,608	840,697	1,006,392	A
FEBRUARY	880,506	862,759	863,243	833,995	838,995	837,288	864,722	856,677	781,469	1,041,267	A
MARCH	1,012,286	1,022,997	1,000,115	1,036,321	995,383	959,353	963,236	960,429	992,288	995,873	B
APRIL	773,089	739,227	739,805	703,472	702,734	712,309	698,869	734,157	813,655	995,873	B
MAY	775,938	779,506	764,685	744,767	729,878	716,975	739,341	727,854	776,379	995,873	B
JUNE	853,033	865,335	832,374	840,488	855,602	852,317	858,115	765,429	1,102,858	995,873	B
JULY	846,702	864,489	833,551	791,839	814,658	807,532	860,421	735,614	1,046,496	995,873	B
AUGUST	619,512	957,423	906,467	867,107	877,154	909,719	920,833	834,535	1,045,456	995,873	B
SEPTEMBER	901,318	916,077	911,765	904,129	852,928	890,655	873,345	873,669	1,046,584	995,873	B
OCTOBER	860,182	882,079	875,986	822,711	779,788	836,215	868,200	865,615	1,013,580	995,873	B
NOVEMBER	897,029	884,609	882,605	854,078	835,747	866,834	875,836	819,660	1,048,702	995,873	B
DECEMBER	864,499	872,277	860,119	810,233	849,336	827,137	824,656	845,741	1,018,861	995,873	B
TOTALS	10,145,292	10,534,258	10,359,805	10,058,133	9,950,270	10,024,104	10,239,908	9,899,988	11,527,023	12,006,393	
									Year in Play Budget	11,686,000	

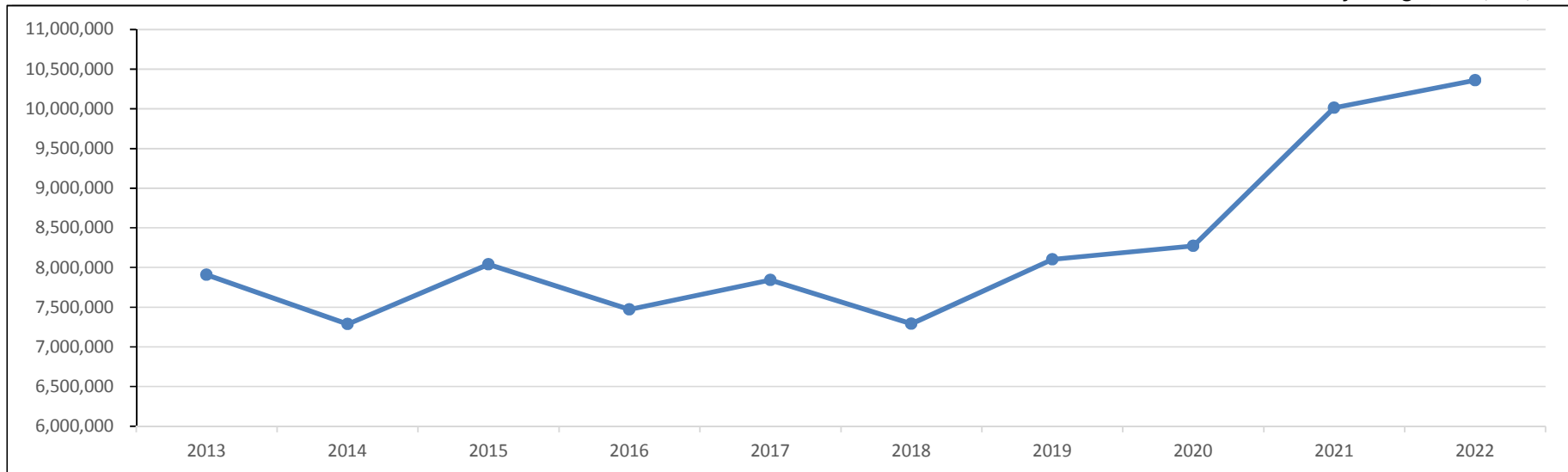


Schedule presents total State Sales Tax Revenue - revenue is recorded in General, Southeast TIF, Eastgate TIF, Pines TIF and Grand/Oakland TIF funds w/ TIF agreements

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

STATE INCOME TAX

MONTH	2013 Actual	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2022 Year in Play	
JANUARY	632,905	850,845	852,700	912,628	851,716	578,461	631,574	696,621	807,110	960,878	A
FEBRUARY	478,227	-	-	-	-	837,319	759,834	717,710	853,298	1,198,126	A
MARCH	394,663	699,395	620,094	751,474	1,411,585	420,941	457,518	533,688	588,089	600,000	B
APRIL	1,333,938	742,236	925,184	822,346	-	646,373	734,870	783,855	937,702	900,000	B
MAY	404,944	423,934	403,609	476,082	396,235	1,044,019	1,528,635	767,466	1,280,911	1,200,000	B
JUNE	703,157	741,339	824,784	1,774,951	764,129	482,298	477,387	475,376	1,123,868	1,100,000	B
JULY	1,298,806	1,150,541	1,364,531	-	1,547,903	652,113	713,920	754,878	1,008,212	1,000,000	B
AUGUST	441,258	428,542	566,667	496,310	698,009	478,694	511,760	1,032,080	566,126	600,000	B
SEPTEMBER	675,812	709,251	1,263,519	1,120,799	727,037	467,186	452,932	584,790	597,861	600,000	B
OCTOBER	419,882	818,347	-	-	599,068	726,093	808,115	846,827	1,086,453	1,000,000	B
NOVEMBER	409,627	-	441,918	450,551	450,852	522,953	527,420	572,208	622,816	600,000	B
DECEMBER	714,661	721,926	776,691	665,793	396,923	433,456	498,389	506,596	539,685	600,000	B
	13 ct-3 mo delay	13 ct-2 mo delay	12 ct-2 mo delay	12 ct-2 mo delay	12 ct-2 mo delay	14 ct-no delay					
TOTALS	7,907,881	7,286,357	8,039,696	7,470,934	7,843,458	7,289,905	8,102,353	8,272,095	10,012,130	10,359,004	
									Year in Play Budget	9,950,000	

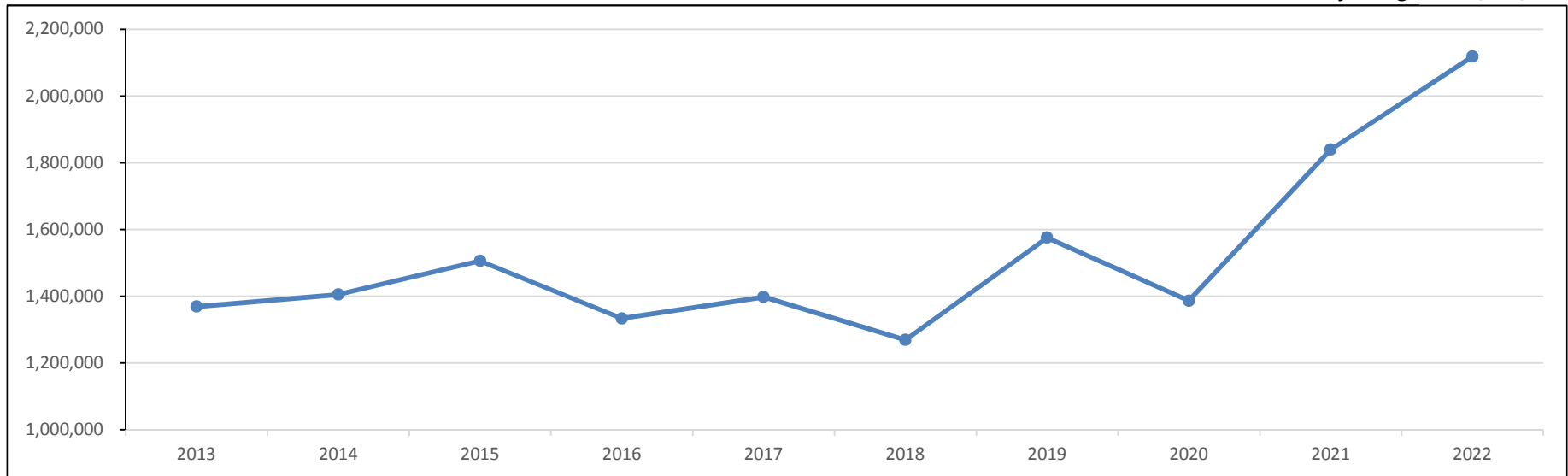


Schedule presents State LGDF distribution

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

PERSONAL PROPERTY REPLACEMENT TAX

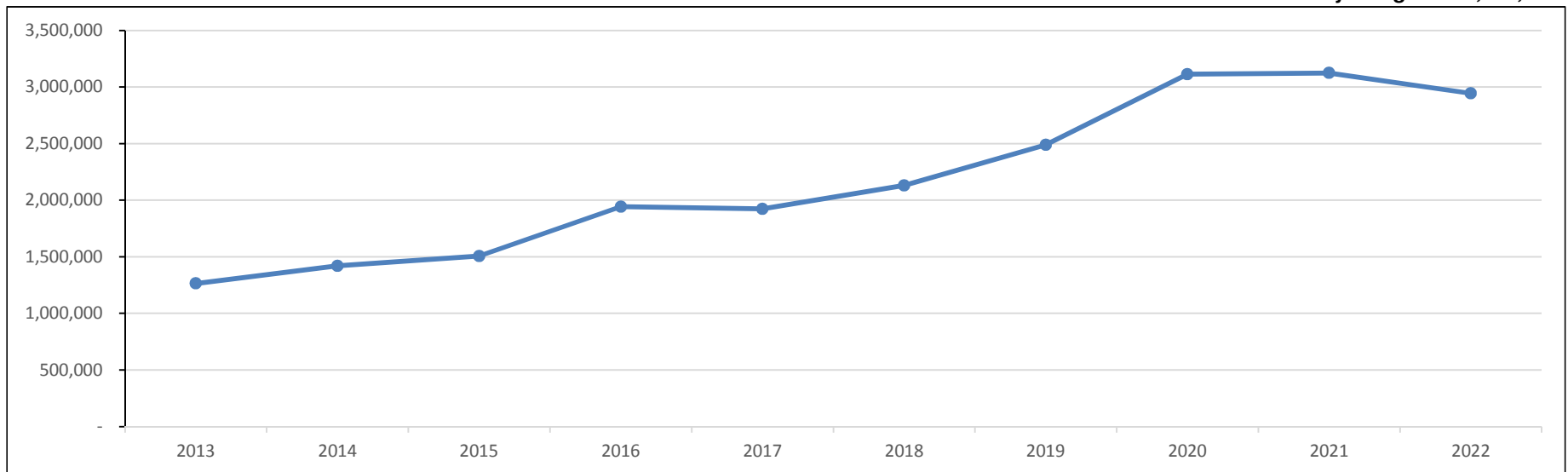
MONTH	2013 Actual	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2022 Year in Play	
JANUARY	185,383	233,315	202,878	195,051	217,463	143,616	153,006	226,930	238,599	489,253	A
FEBRUARY	1,605	2,024	717	-	-	-	-	-	-	-	A
MARCH	62,898	80,778	70,137	83,788	147,880	132,622	67,368	45,114	86,205	90,000	B
APRIL	303,821	309,261	364,335	271,921	352,780	260,085	301,619	311,508	402,800	400,000	B
MAY	265,561	227,806	293,618	219,695	227,189	269,213	365,884	199,155	519,099	500,000	B
JUNE	937	-	2,501	12,343	-	-	3,173	-	-	-	B
JULY	260,211	229,514	238,695	239,680	239,384	206,222	217,352	206,917	378,262	400,000	B
AUGUST	29,295	24,688	32,169	27,902	10,712	20,842	26,075	152,903	48,103	50,000	B
SEPTEMBER	-	6,877	2,356	4,554	-	-	-	-	26,897	30,000	B
OCTOBER	188,719	227,489	239,950	218,004	160,071	190,221	376,967	193,839	2,246	3,000	B
NOVEMBER	-	-	-	1,876	-	-	1,332	-	6,015	6,000	B
DECEMBER	70,395	63,058	58,604	58,514	42,179	46,033	62,824	50,168	131,241	150,000	B
TOTALS	1,368,825	1,404,809	1,505,959	1,333,328	1,397,658	1,268,855	1,575,600	1,386,533	1,839,468	2,118,253	
								Year in Play Budget		2,117,722	



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

LOCAL USE TAX

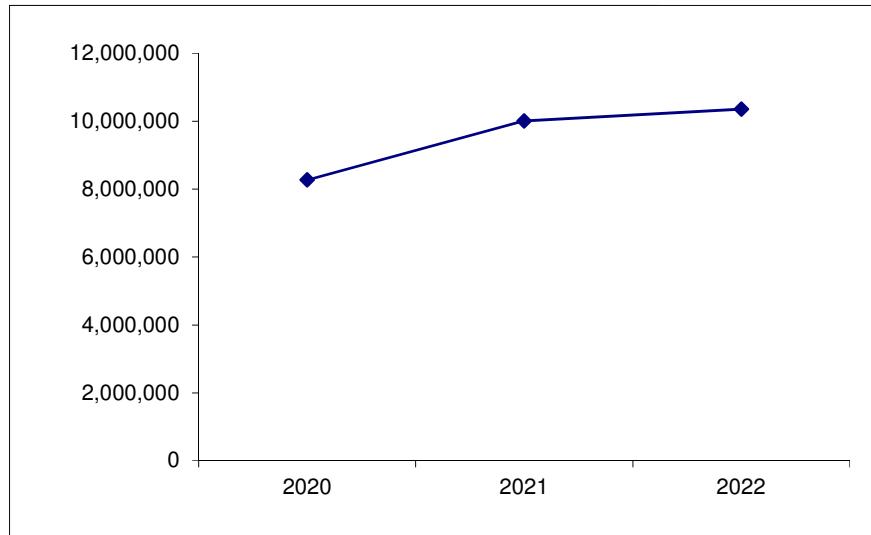
MONTH	2013 Actual	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2022 Year in Play	
JANUARY	98,119	115,740	136,569	295,435	159,854	166,257	205,607	244,618	301,148	215,409	A
FEBRUARY	103,364	108,961	129,837	146,086	155,199	192,590	227,498	229,171	320,911	253,062	A
MARCH	147,635	171,437	196,801	208,903	241,170	243,593	275,101	314,455	452,845	450,000	B
APRIL	102,769	90,904	69,628	128,350	139,319	145,000	159,583	217,745	222,022	225,000	B
MAY	76,976	89,241	135,902	130,832	131,114	149,116	183,842	189,224	197,971	225,000	B
JUNE	96,618	117,824	143,287	153,738	170,503	180,080	208,996	240,704	253,092	225,000	B
JULY	106,037	108,621	140,649	149,743	146,418	157,169	197,817	254,820	229,947	225,000	B
AUGUST	93,637	115,406	133,971	145,710	147,521	171,381	198,672	283,392	211,651	225,000	B
SEPTEMBER	124,363	128,816	-	164,340	156,033	183,541	201,970	286,103	241,230	225,000	B
OCTOBER	106,986	109,843	-	130,791	149,381	178,049	207,636	289,306	224,653	225,000	B
NOVEMBER	99,965	118,956	-	142,584	158,864	169,331	198,926	275,488	237,138	225,000	B
DECEMBER	107,849	144,341	419,237	146,571	167,420	194,248	222,795	287,411	231,030	225,000	B
TOTALS	1,264,318	1,420,091	1,505,880	1,943,083	1,922,796	2,130,355	2,488,443	3,112,435	3,123,637	2,943,471	
								Year in Play Budget		3,199,000	



Schedule presents State distribution of Use Tax.

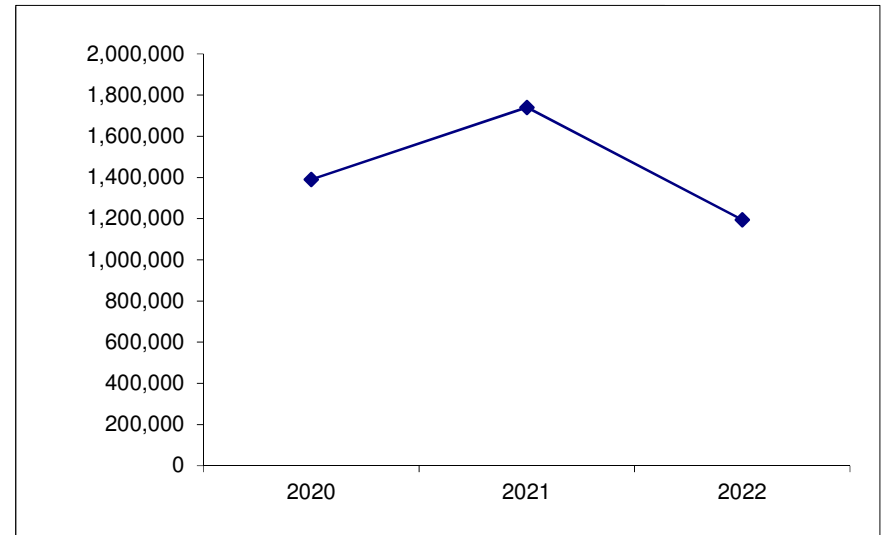
STATE INCOME TAX LGDF DISTRIBUTION

MONTH	2020 Actual	2021 Actual	2022 Year in Play	
JANUARY	696,621	807,110	960,878	A
FEBRUARY	717,710	853,298	1,198,126	A
MARCH	533,688	588,089	600,000	B
APRIL	783,855	937,702	900,000	B
MAY	767,466	1,280,911	1,200,000	B
JUNE	475,376	1,123,868	1,100,000	B
JULY	754,878	1,008,212	1,000,000	B
AUGUST	1,032,080	566,126	600,000	B
SEPTEMBER	584,790	597,861	600,000	B
OCTOBER	846,827	1,086,453	1,000,000	B
NOVEMBER	572,208	622,816	600,000	B
DECEMBER	506,596	539,685	600,000	B
TOTALS	8,272,095	10,012,130	10,359,004	
		Current Budget	9,958,000	
		Projected Amt Over (Under)	401,004	



LOCAL TELEPHONE UTILITY TAX

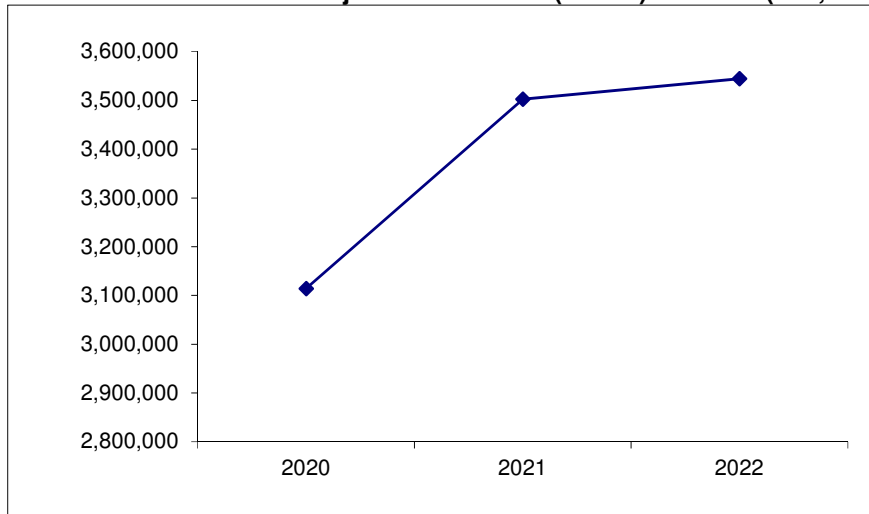
MONTH	2020 Actual	2021 Actual	2022 Year in Play	
JANUARY	118,281	585,430	99,599	A
FEBRUARY	149,194	105,214	94,273	A
MARCH	123,430	97,810	100,000	B
APRIL	108,714	91,598	100,000	B
MAY	109,646	97,948	100,000	B
JUNE	111,749	129,008	100,000	B
JULY	111,967	101,474	100,000	B
AUGUST	110,398	111,428	100,000	B
SEPTEMBER	113,817	108,598	100,000	B
OCTOBER	115,280	103,735	100,000	B
NOVEMBER	111,618	105,524	100,000	B
DECEMBER	105,685	102,715	100,000	B
TOTALS	1,389,780	1,740,483	1,193,873	
		Current Budget	1,190,000	
		Projected Amt Over (Under)	3,873	



Projected Revenues

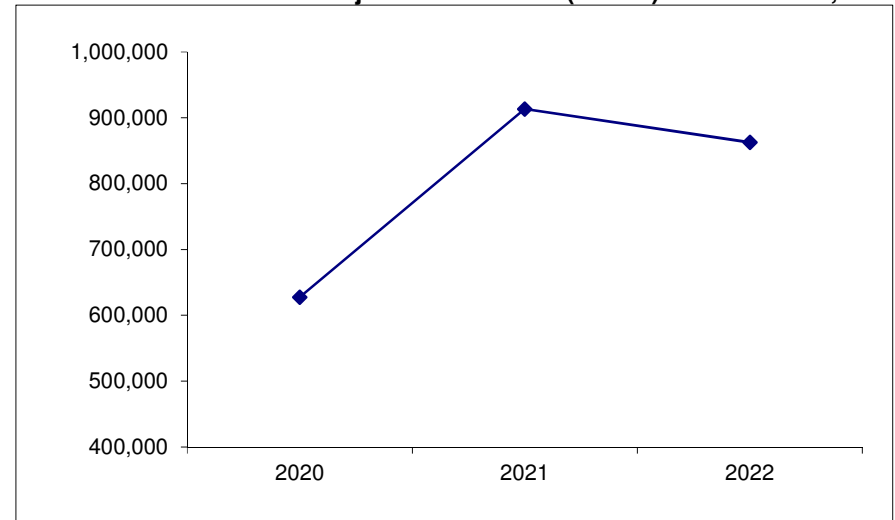
LOCAL FOOD & BEVERAGE TAX

MONTH	2020 Actual	2021 Actual	2022 Year in Play	
JANUARY	284,618	259,733	325,939	A
FEBRUARY	258,900	237,003	268,346	A
MARCH	244,619	251,710	250,000	B
APRIL	222,250	316,741	300,000	B
MAY	219,522	302,025	300,000	B
JUNE	270,572	314,701	300,000	B
JULY	290,434	295,357	300,000	B
AUGUST	294,210	307,177	300,000	B
SEPTEMBER	266,208	345,458	300,000	B
OCTOBER	262,691	112,289	300,000	B
NOVEMBER	272,130	460,845	300,000	B
DECEMBER	228,087	299,194	300,000	B
TOTALS	3,114,241	3,502,233	3,544,284	
		Current Budget	3,659,000	
		Projected Amt Over (Under)	(114,716)	



LOCAL HOTEL & MOTEL TAX

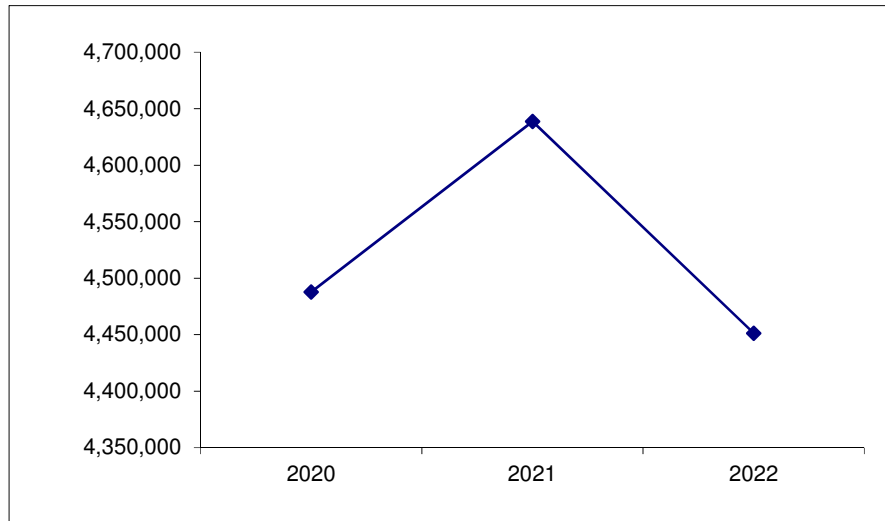
MONTH	2020 Actual	2021 Actual	2022 Year in Play	
JANUARY	47,544	45,696	62,215	A
FEBRUARY	60,919	38,938	70,247	A
MARCH	64,916	46,068	50,000	B
APRIL	47,822	61,645	60,000	B
MAY	36,989	64,188	60,000	B
JUNE	42,366	80,612	80,000	B
JULY	51,435	82,463	80,000	B
AUGUST	61,174	96,057	80,000	B
SEPTEMBER	58,199	132,160	80,000	B
OCTOBER	58,122	39,548	80,000	B
NOVEMBER	49,065	147,855	80,000	B
DECEMBER	49,070	78,023	80,000	B
TOTALS	627,620	913,254	862,462	
		Current Budget	849,000	
		Projected Amt Over (Under)	13,462	



Projected Revenues

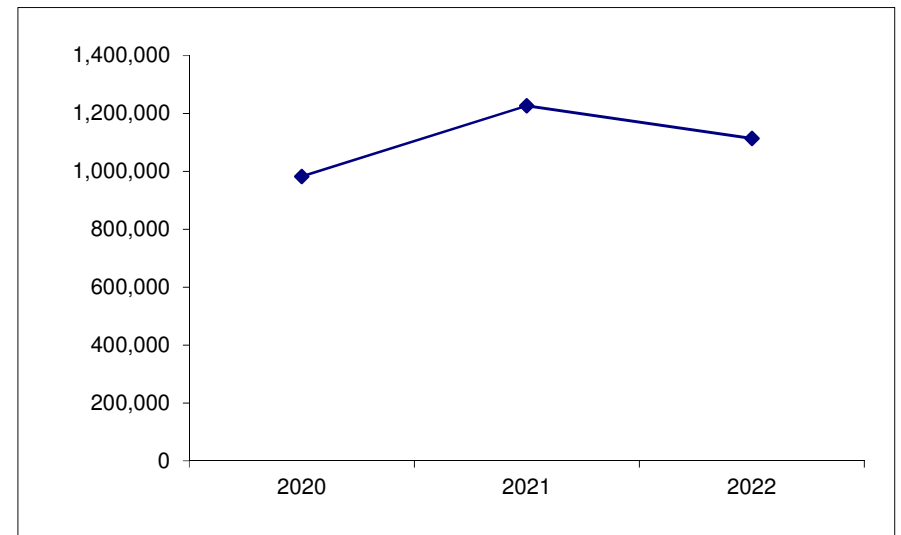
LOCAL UTILITY TAX (GAS & ELECTRIC)

MONTH	2020 Actual	2021 Actual	2022 Year in Play	
JANUARY	399,612	387,338	451,232	A
FEBRUARY	446,586	-	-	A
MARCH	423,748	964,355	500,000	B
APRIL	399,998	406,775	400,000	B
MAY	357,108	369,203	400,000	B
JUNE	308,307	348,848	350,000	B
JULY	332,111	338,442	350,000	B
AUGUST	362,045	338,344	400,000	B
SEPTEMBER	344,970	375,057	400,000	B
OCTOBER	349,841	372,509	400,000	B
NOVEMBER	315,113	324,568	400,000	B
DECEMBER	448,180	413,270	400,000	B
TOTALS	4,487,618	4,638,709	4,451,232	
		Current Budget	4,925,000	
		Projected Amt Over (Under)	(473,768)	



LOCAL CABLE TV TAX

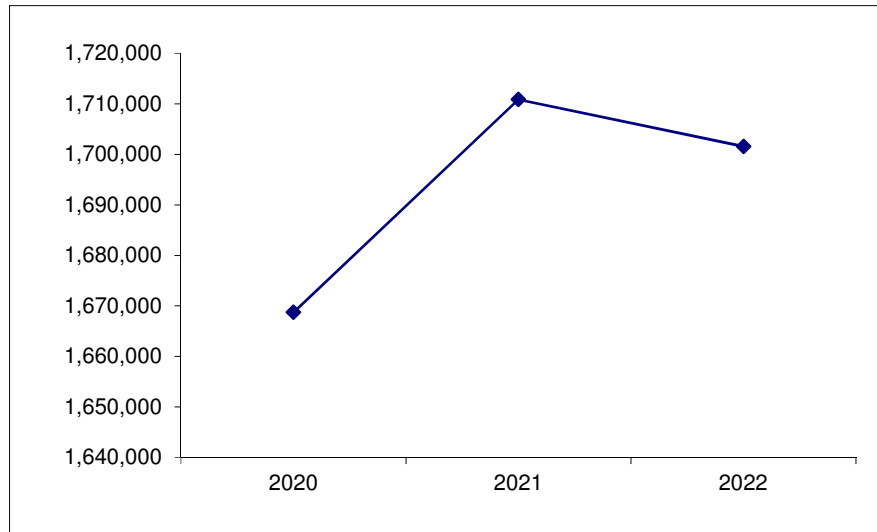
MONTH	2020 Actual	2021 Actual	2022 Year in Play	
JANUARY	16,892	115,677	13,687	A
FEBRUARY	229,481	248,600	235,066	A
MARCH	-	-	-	B
APRIL	16,827	14,722	15,000	B
MAY	230,292	238,382	250,000	B
JUNE	-	-	-	B
JULY	16,588	-	-	B
AUGUST	226,172	252,130	250,000	B
SEPTEMBER	-	-	-	B
OCTOBER	15,603	-	-	B
NOVEMBER	230,799	254,330	250,000	B
DECEMBER	-	102,715	100,000	B
TOTALS	982,654	1,226,555	1,113,753	
		Current Budget	1,127,000	
		Projected Amt Over (Under)	(13,247)	



Projected Revenues

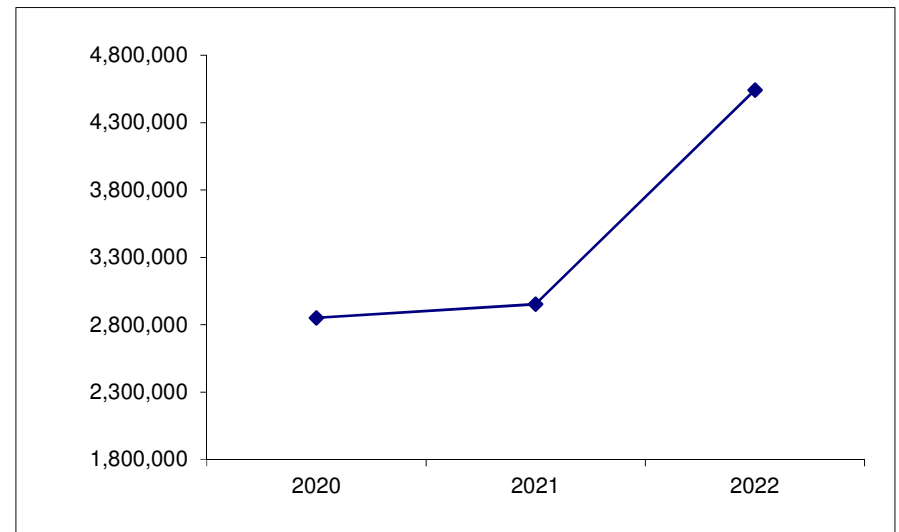
LOCAL MOTOR FUEL TAX

MONTH	2020 Actual	2021 Actual	2022 Year in Play	
JANUARY	153,947	137,973	155,334	A
FEBRUARY	145,620	116,174	146,251	A
MARCH	147,749	137,669	140,000	B
APRIL	127,256	141,621	140,000	B
MAY	102,884	143,395	140,000	B
JUNE	124,240	146,898	140,000	B
JULY	138,531	145,659	140,000	B
AUGUST	172,395	150,514	140,000	B
SEPTEMBER	145,246	151,331	140,000	B
OCTOBER	136,144	52,940	140,000	B
NOVEMBER	147,913	239,007	140,000	B
DECEMBER	126,825	147,717	140,000	B
TOTALS	1,668,749	1,710,898	1,701,585	
		Current Budget	1,700,000	
		Projected Amt Over (Under)	1,585	



STATE MOTOR FUEL TAX

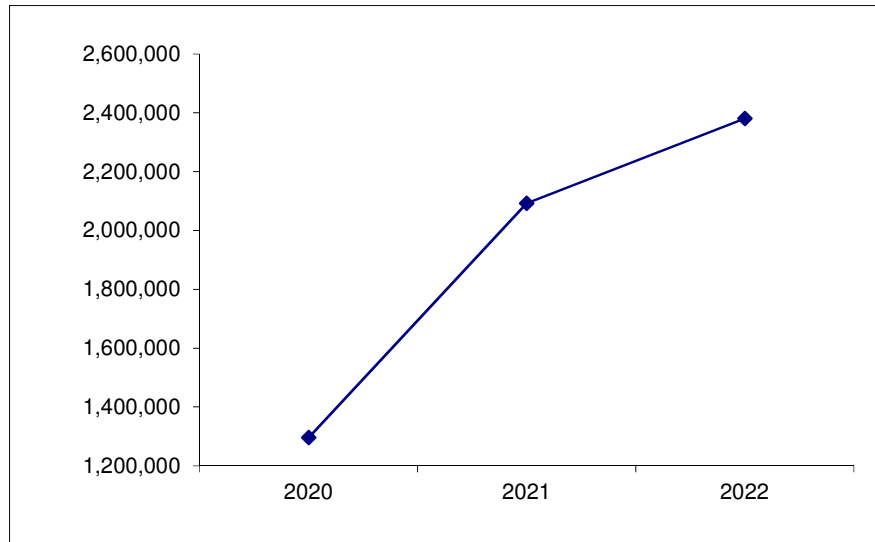
MONTH	2020 Actual	2021 Actual	2022 Year in Play	
JANUARY	334,151	252,696	283,072	A
FEBRUARY	236,781	220,266	258,944	A
MARCH	234,236	208,011	400,000	B
APRIL	242,487	215,526	400,000	B
MAY	225,768	250,786	400,000	B
JUNE	178,759	248,729	400,000	B
JULY	183,917	255,517	400,000	B
AUGUST	225,064	253,309	400,000	B
SEPTEMBER	262,629	274,663	400,000	B
OCTOBER	243,948	263,188	400,000	B
NOVEMBER	240,708	242,427	400,000	B
DECEMBER	243,187	267,134	400,000	B
TOTALS	2,851,636	2,952,253	4,542,016	
		Current Budget	4,657,246	
		Projected Amt Over (Under)	(115,230)	



Projected Revenues

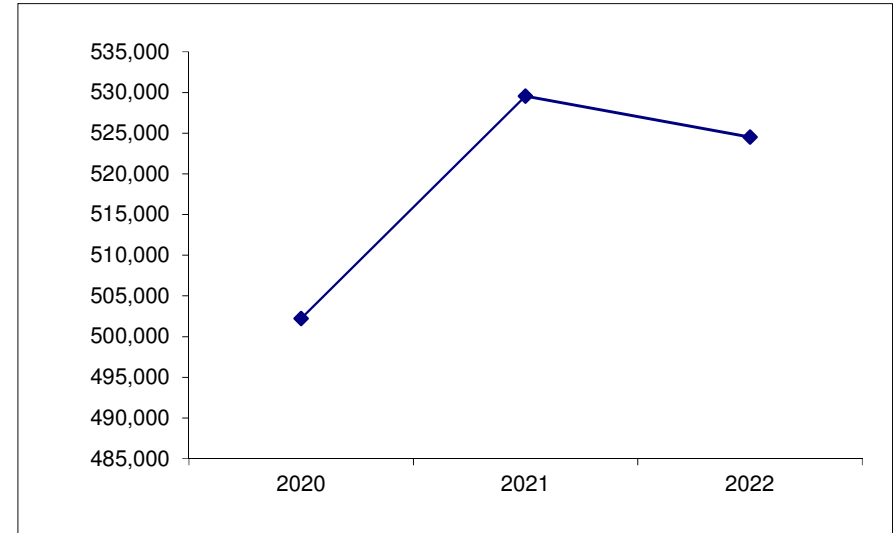
STATE VIDEO GAMING TAX

MONTH	2020 Actual	2021 Actual	2022 Year in Play	
JANUARY	135,374	85,531	186,950	A
FEBRUARY	133,358	-	194,055	A
MARCH	135,318	85,407	200,000	B
APRIL	145,178	176,056	200,000	B
MAY	88,724	257,275	200,000	B
JUNE	39	244,343	200,000	B
JULY	-	223,954	200,000	B
AUGUST	-	208,113	200,000	B
SEPTEMBER	177,321	217,309	200,000	B
OCTOBER	157,243	203,717	200,000	B
NOVEMBER	159,596	196,248	200,000	B
DECEMBER	163,553	194,733	200,000	B
TOTALS	1,295,704	2,092,686	2,381,005	
		Current Budget	2,400,000	
		Projected Amt Over (Under)	(18,995)	



LOCAL LIQUOR LICENSE FEE

MONTH	2020 Actual	2021 Actual	2022 Year in Play	
JANUARY	3,717	3,989	-	A
FEBRUARY	1,287	-	6,010	A
MARCH	1,496	2,459	2,500	B
APRIL	-	2,018	2,500	B
MAY	-	194,556	200,000	B
JUNE	-	312,435	300,000	B
JULY	326,750	-	-	B
AUGUST	164,840	6,600	6,500	B
SEPTEMBER	2,246	3,593	3,500	B
OCTOBER	-	100	-	B
NOVEMBER	300	-	-	B
DECEMBER	1,588	3,807	3,500	B
TOTALS	502,225	529,556	524,510	
		Current Budget	528,000	
		Projected Amt Over (Under)	(3,490)	



Financial Management

DATE: 3/12/2022

MEMO: Finance Department

TO: Honorable Mayor Julie Moore Wolfe, and
Members of the City Council

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

SUBJECT: Resolution Authorizing Acceptance of Intergovernmental Grant Agreement Between the State of Illinois Department of Commerce and Economic Opportunity and the City of Decatur, Illinois

ATTACHMENTS:

Description	Type
Letter to Council	Cover Memo
Resolution	Cover Memo
Grant Agreement	Cover Memo
DCEO Grant Budget Document	Cover Memo

LETTER to the DECATUR CITY COUNCIL
Finance Department

DATE: March 11, 2022

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing Acceptance of Intergovernmental Grant Agreement Between the State of Illinois Department of Commerce and Economic Opportunity and the City of Decatur, Illinois

SUMMARY RECOMMENDATION:

City Administration recommends City Council approval of the attached Council Resolution, whereas such resolution will provide grant funding in the amount of \$300,000 reimbursing the city for monies expended in 2020 for the Library Facility Air Handling System Improvement project.

The Library Facility Air Handling System Improvement project was approved with Council Resolution R2020-43 on March 16, 2020. The project included repair, maintenance and rehabilitation to the air handling system installed in 1967, securing the system, and providing electricity energy cost savings in the operation of the facility.

The project cost was \$613,457, of which \$300,000 was funded by an approved state DCEO capital grant expected to be awarded before closure of the state 2020 fiscal year end of June 30, 2020. The state failed to release the grant award to the city in 2020 and in 2021.

The DCEO grant award is now being released to the city.

The project was funded by the DCEO grant, proceeds from GO Series 2019B bond, and rebates received from Ameren.

RESOLUTION NO. R2022 - _____

**RESOLUTION AUTHORIZING ACCEPTANCE OF INTERGOVERNMENTAL
GRANT AGREEMENT BETWEEN THE STATE OF ILLINOIS DEPARTMENT OF
COMMERCE & ECONOMIC OPPORTUNITY AND THE CITY OF DECATUR,
ILLINOIS**

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

Section 1. That the Intergovernmental Grant Agreement presented herewith to the City Council between the City of Decatur, Illinois and the State of Illinois Department of Commerce and Economic Opportunity, be, and the same is hereby, received, placed on file, and approved.

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

PRESENTED AND ADOPTED this 21st day of March 2022.

Julie Moore Wolfe, Mayor

ATTEST:

Kimberly Althoff, City Clerk

INTER-GOVERNMENTAL GRANT AGREEMENT



BETWEEN THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY AND City of Decatur

The Illinois Department of Commerce and Economic Opportunity (Grantor) with its principal office at 500 E Monroe St, Springfield, IL 62701, and City of Decatur (Grantee), with its principal office at 1 Gary K Anderson Plaza, Decatur, IL 62523-1196, and payment address (if different than principal office) at N/A, hereby enter into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE – THE UNIFORM TERMS RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the state of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that **075613000** is Grantee's correct DUNS Number, that n/a is Grantee's correct UEI, if applicable, that **376001308** is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

☐ Individual	☐ Pharmacy-Non Corporate
☐ Sole Proprietorship	☐ Pharmacy/Funeral Home/Cemetery Corp.
☐ Partnership	☐ Tax Exempt
☐ Corporation (includes Not For Profit)	☐ Limited Liability Company (select applicable tax classification)
☐ Medical Corporation	☐ P = partnership
☒ Governmental Unit	☐ C = corporation
☐ Estate or Trust	

If Grantee has not received a payment from the state of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

1.2. Amount of Agreement. Grant Funds shall not exceed **\$300,000.00** of which **\$0.00** are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is **N/A**, the federal awarding agency is **N/A**, and the Federal Award date is **N/A**. If applicable, the Assistance Listing Program

State of Illinois

INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2022 / 3 4 21

Title is **N/A** and Assistance Listing Number is **N/A**. The Catalog of State Financial Assistance (CSFA) Number is 420-00-1771. The State Award Identification Number is 1771-31410.

1.4. Term. This Agreement shall be effective on **02/01/2022** and shall expire on **01/31/2024**, unless terminated pursuant to this Agreement.

1.5. Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

1.6. Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**ILLINOIS DEPARTMENT OF COMMERCE AND
ECONOMIC OPPORTUNITY**

CITY OF DECATUR

By: _____
Signature of Sylvia I. Garcia, Acting Director

By: _____
Signature of Authorized Representative

Date: _____

By: _____
Signature of Designee

Printed Name: Julie M Wolfe

Printed Title: Mayor

Date: _____

Mayor Email: JMoore-Wolfe@decaturil.gov

Printed Name: _____

Printed Title: _____
Designee

By: _____
Signature of First Other Approver, if Applicable

Date: _____

Printed Name: _____

Printed Title: _____
Other Approver

By: _____
Signature of Second Other Approver, if Applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Other Approver

**ARTICLE II
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

(a) Grantee is validly existing and in good standing, if applicable, under the laws of the state in which it was incorporated, organized or created.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is an agency under the laws of a jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$30,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.40(c)(1)(A).

2.5. Compliance with Registration Requirements. Grantee certifies that it: (i) is registered with the federal SAM; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable; and (v) have successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

**ARTICLE III
DEFINITIONS**

3.1. Definitions. Capitalized words and phrases used in this Agreement have the following meanings:

“2 CFR Part 200” means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

“Agreement” or “Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Allocable Costs” means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Assistance Listings” has the same meaning as in 2 CFR 200.1.

“Assistance Listing Number” has the same meaning as in 2 CFR 200.1.

“Assistance Listing Program Title” has the same meaning as in 2 CFR 200.1.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Budget Period” has the same meaning as in 2 CFR 200.1.

“Catalog of State Financial Assistance” or “CSFA” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Close-out Report” means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Consolidated Year-End Financial Report” or “CYEFR” means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

“Cost Allocation Plan” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Disallowed Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“DUNS Number” means a unique nine-digit identification number provided by Dun & Bradstreet for each physical location of Grantee’s organization.

“FAIN” means the Federal Award Identification Number.

“FFATA” or “Federal Funding Accountability and Transparency Act” has the same meaning as in 31 USC 6101; P.L. 110-252.

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Fixed-Rate” has the same meaning as in 44 Ill. Admin. Code 7000.30. “Fixed-Rate” is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.30.

“GATU” means the Grant Accountability and Transparency Unit of GOMB.

“Generally Accepted Accounting Principles” or “GAAP” has the same meaning as in 2 CFR 200.1.

“GOMB” means the Illinois Governor’s Office of Management and Budget.

“Grant Funds” means the Financial Assistance made available to Grantee through this Agreement.

“Grantee Portal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Improper Payment” has the same meaning as in 2 CFR 200.1.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Net Revenue” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Net Revenue” is synonymous with “Profit.”

“Nonprofit Organization” has the same meaning as in 2 CFR 200.1.

“Notice of Award” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“OMB” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Obligations” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Period of Performance” has the same meaning as in 2 CFR 200.1.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Profit” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Profit” is synonymous with “Net Revenue.”

“Program” means the services to be provided pursuant to this Agreement.

“Program Costs” means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

“Related Parties” has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

“SAM” means the federal System for Award Management (SAM); which is the federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

“State” means the State of Illinois.

“Term” has the meaning set forth in Paragraph 1.4.

“Unallowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Unique Entity Identifier” or “UEI” means the unique identifier assigned to the Grantee or to subrecipients by SAM.

ARTICLE IV PAYMENT

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by the Grantor in **Exhibit A, PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by the Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. See 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be

State of Illinois

INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2022 / 3 4 21

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Page 90 of 241

deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under Exhibit A may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in PART TWO or PART THREE. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in PART TWO, PART THREE or Exhibit C. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or sub-grantee) must contain the following certification by an official authorized to legally bind the Grantee (or sub-grantee):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V
SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide

State of Illinois

INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2022 / 3 4 21

the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of Award is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2. **Scope Revisions.** Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. See 2 CFR 200.308.

5.3. **Specific Conditions.** If applicable, specific conditions required after a risk assessment will be included in **Exhibit G**. Grantee shall adhere to the specific conditions listed therein.

ARTICLE VI BUDGET

6.1. **Budget.** The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-federal as well as the federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. **Budget Revisions.** Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. **Discretionary and Non-discretionary Line Item Transfers.** Discretionary and non-discretionary line item transfers may only be made in accordance with 2 CFR 200.308 and 44 Ill. Admin. Code 7000.370. Neither discretionary nor non-discretionary line item transfers may result in an increase to the total amount of Grant Funds in the Budget unless Prior Approval is obtained from Grantor.

6.4. **Notification.** Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

ARTICLE VII ALLOWABLE COSTS

7.1. **Allowability of Costs; Cost Allocation Methods.** The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2. **Indirect Cost Rate Submission.**

(a) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(d).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until the Grantee elects a different option.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations, in a format prescribed by Grantor. For Grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For Grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

- (i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments,
- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A Grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of modified total direct costs which may be used indefinitely. No documentation is required to justify the 10% de minimis Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.

7.4. Higher Education Cost Principles. The federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. Government Cost Principles. The federal cost principles that apply to state, local and federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.6. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. See 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.5).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit G** of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.7. **Federal Requirements.** All Awards, whether funded in whole or in part with either federal or State funds, are subject to federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 III. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

7.8. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.9. **Management of Program Income.** Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII REQUIRED CERTIFICATIONS

8.1. **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.*) or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency 2 CFR 200.205(a), or by the State (See 30 ILCS 708/25(6)(G)).

(l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(n) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

(u) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or sub-contractor(s) that performs work using funds from this Award, shall, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

ARTICLE IX

CRIMINAL DISCLOSURE

9.1. Mandatory Criminal Disclosures. Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Financial Assistance, funded by either State or federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X UNLAWFUL DISCRIMINATION

10.1. Compliance with Nondiscrimination Laws. Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of state and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See *also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

ARTICLE XI LOBBYING

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2. Federal Form LLL. If any funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set

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forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334 or 44 Ill. Admin. Code 7000.430(a) and (b). If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(e), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the state of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.329 and 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.208. Unless so specified, the first of such reports shall cover the first three months after the Award begins, and reports must be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**, unless additional information regarding required financial reports is set forth in **Exhibit G**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.; 2 CFR 208(b)(3) and 200.328. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report no later than the due date specified in **PART TWO** or **PART THREE** following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345.

13.3. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of Improper Payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO**, **PART THREE** or **Exhibit G**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.208, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit-based review of the application. In such cases, Grantor shall notify Grantee of same in **Exhibit G**. Pursuant to 2 CFR 200.329 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, no later than the due date specified in **PART TWO** or **PART THREE** following the end of the period of performance or Agreement termination. See 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b)(1).

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all Performance Reports

must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost; and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

14.4. Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in **Exhibit F**. See 2 CFR 200.301 and 200.210.

ARTICLE XV AUDIT REQUIREMENTS

15.1. Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

15.2. Consolidated Year-End Financial Reports (CYEFR). All grantees are required to complete and submit a CYEFR through the Grantee Portal. The CYEFR is a required schedule in the Grantee's audit report if the Grantee is required to complete and submit an audit report as set forth herein.

(a) This Paragraph 15.2 applies to all Grantees, unless exempted pursuant to a federal or state statute or regulation, which is identified in **PART TWO** or **PART THREE**.

(b) The CYEFR must cover the same period as the Audited Financial Statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Audited Financial Statements are not required, however, then the CYEFR must cover the Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(c) CYEFRs must include an in relation to opinion from the auditor of the financial statements included in the CYEFR.

(d) CYEFRs shall follow a format prescribed by Grantor.

15.3. Audit Requirements.

(a) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters, AU-C 265 communications and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(b) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more in Federal and state Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit G** based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in Federal and state Awards, singularly or in any combination, from all sources, but expends \$300,000 or more in Federal and state Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee shall have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of Federal and state Awards.

(iv) If Grantee does not meet the requirements in subsections 15.3(a) and 15.3(b)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.

15.4. **Performance of Audits.** For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the state of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.5. **Delinquent Reports.** Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XVI

TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) If the Award no longer effectuates the program goals or agency priorities as set forth in Exhibit A, PART TWO or PART THREE; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

16.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination;

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and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.343.

16.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

ARTICLE XVII SUBCONTRACTS/SUB-GRANTS

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved. Grantee must notify any potential sub-recipient that the sub-recipient shall obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. The terms of this Agreement shall apply to all subawards authorized in accordance with Paragraph 17.1. 2 CFR 200.101(b)(2).

17.3. Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XVIII NOTICE OF CHANGE

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, federal employer identification number (FEIN), DUNS Number, UEI, SAM registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. Failure to Provide Notification. To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4. Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the

Grantee's ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

ARTICLE XIX STRUCTURAL REORGANIZATION

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure, and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its governance structure. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX AGREEMENTS WITH OTHER STATE AGENCIES

20.1. Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

ARTICLE XXI CONFLICT OF INTEREST

21.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.113 and 30 ILCS 708/35.

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the state of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13). An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2 CFR 200.64.

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

**ARTICLE XXII
EQUIPMENT OR PROPERTY**

22.1. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole or in part with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439. Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2. Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable federal and state statutes and executive orders.

22.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, are no longer needed for their original purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer’s guidelines, federal and state laws or rules, and Grantor requirements stated herein.

22.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, the Grantee should, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

**ARTICLE XXIII
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase “Funding provided in whole or in part by the [Grantor].” Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2. Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XXIV INSURANCE

24.1. Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

24.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

ARTICLE XXV LAWSUITS

25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or state of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. Liability. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXVI MISCELLANEOUS

26.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. Exhibits and Attachments. **Exhibits A** through **G**, **PART TWO**, **PART THREE**, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4. Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the state of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9. Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable state and federal statutes, federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11. Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) shall control.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

26.13. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

26.14. Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.15. Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.17. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

26.18. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT A

PROJECT DESCRIPTION

Grantee must complete the Award Activities described on this Exhibit A, the Deliverables and Milestones listed on Exhibit B and the Performance Measures listed on Exhibit E within the term of this Agreement, as provided in paragraph 1.4, herein.

AUTHORITY: The Grantor is authorized to make this Award pursuant to 20 ILCS 605/605-55 and/or 20 ILCS 605/605-30.

The purpose of this authority is as follows:

To make and enter into contracts, including grants, as authorized pursuant to appropriations by the General Assembly. and/or to use the State and federal programs, grants, and subsidies that are available to assist in the discharge of the provisions of the Civil Administrative Code of Illinois.

PROJECT DESCRIPTION:

The Grantee is a governmental entity providing essential public services to residents of the City of Decatur, IL.

Grant funds will be utilized for a portion of the prior incurred costs associated with the design and implementation of HVAC and temperature control improvements to the Grantee-owned Public Library located at 130 N. Franklin Street in Decatur, IL. The facility was designed and constructed in 1967 and is currently running the same air handling system installed at that time. The system is old and certain system elements having deteriorated from efficient and cost-effective operations, resulting in inefficient operation and cost to operate. In addition, the system has deteriorated to such a level that presents concern of risk to effective air handling operations in the facility. Grant funds will be used for costs associated with as-built closeout documents and the replacement of components to the air handling system. These upgrades will provide energy cost savings in the operation of the facility.

Specifically, Grant funds will be used for a portion of the prior incurred costs associated with the project as follows:

- **Design/Engineering** – to include costs associated with as-built documents.
- **Mechanical Systems** – to include costs associated with the purchase, installation, and replacement of VAV boxes, controls, water and air balance systems, and all related appurtenances.

The completion of this renovation will benefit the public by improving energy efficiency and cost savings in the Grantee owned Public Library.

EXHIBIT B

DELIVERABLES OR MILESTONES

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will provide a detailed task list of projected deliverables, which must be approved by Grantor. These tasks and associated due dates, and any subsequent revisions, shall be incorporated by reference into this Agreement. These tasks will be used to measure performance throughout the life of the Award and can be updated and reported on each PPR reporting due date.

EXHIBIT C

PAYMENT

Grantee shall receive \$300,000.00 under this Agreement.

Enter specific terms of payment here:

The Award amount listed above is not a guarantee of payment, and Grantee's receipt of Grant Funds is contingent upon all terms and conditions of this Agreement.

Reimbursement

Payments to the Grantee are subject to the Grantee's submission and certification of eligible costs and any documentation as required by the Grantor. Payment shall be initiated upon the Grantor's approval of eligible costs and cash amount requested for reimbursement of those costs.

EXHIBIT D

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

The Grantee acknowledges and agrees that its address set forth below is its current address and shall be considered its last known address for purposes of receiving any and all notice(s) required under this Agreement. The Grantee further acknowledges and agrees that the Grantor is justified in relying upon the address information furnished to it by the Grantee in absence of notice to the contrary. The Grantee also acknowledges and agrees that it has the burden of notifying the Grantor of its current/last known address. In the event that the Grantee changes its current address, it shall contact its Grant Manager and notify him or her of said change of address.

GRANTOR CONTACT

Name: Scott Ladendorf
 Title: Grant Manager
 Address: 500 E Monroe St
 Springfield, IL 62701
 Phone: 217-785-9997
 TTY#: (800) 785-6055
 Fax#: N/A
 Email Address: Scott.Ladendorf@Illinois.gov

GRANTEE CONTACT

Name: Greg Zientara
 Title: City Treasurer & Director of Finance
 Address: 1 Gary K Anderson Plaza Decatur, IL
 62523-1196 217-421-2801
 Phone: N/A
 TTY#:
 Fax#:
 Email Address: gziertara@decaturil.gov
 Additional
 Information:

The following are designated as Authorized Designee(s) for the Grantee (See Part Two, Article XXVII):

Authorized Designee: _____
 Authorized Designee Title: _____
 Authorized Designee Phone: _____
 Authorized Designee Email: _____

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

Authorized Designee: _____
 Authorized Designee Title: _____
 Authorized Designee Phone: _____
 Authorized Designee Email: _____

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

GRANTOR CONTACT FOR AUDIT OR CONSOLIDATED YEAR-END FINANCIAL REPORTS QUESTIONS—AUDIT UNIT

Email: externalauditunit@illinois.gov

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: Michael Bland
Email: michael.bland@illinois.gov
Phone: 217-782-9991
Fax#: N/A

Address: 500 E Monroe St
Springfield, IL 62701

EXHIBIT E

PERFORMANCE MEASURES

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will incorporate project specific performance measures within the corresponding section of the PPR. The project specific performance measures will encompass the following standardized performance measures listed below.

- Did the deliverables specified in the task list submitted pursuant to Exhibit B lead to the completion of the project described in Exhibit A?
- Given the total amount of Grant Funds available, does the percent currently drawn and expended directly correlate to the percent of the completion of the project to date?
- At the time of Award closeout, has the Grantee fulfilled the public purpose of the project stated in Exhibit A?

EXHIBIT F

PERFORMANCE STANDARDS

The Grantor reserves the right to deny any voucher request(s) at its discretion, based on lack of progress toward meeting completion goals. If the Grantee fails to meet any of the performance measures/goals, and if deemed appropriate at the discretion of the Grantor, the Grant Funds may be decreased by an amount proportionate to the size of the shortfall, and/or the Grantee may be responsible for the return of the Grant Funds in the amount specified by the Grantor. Grantor may initiate a grant modification(s) to de-obligate Grant Funds based on non-performance. The Grantee will submit grant modification requests as necessary in a timely manner, including a request to de-obligate Grant Funds in an amount that the Grantee determines will be unspent by the end of the Grant Agreement Term.

EXHIBIT G

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this **Exhibit G** by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

ICQ Section: 03 - Financial and Regulatory Reporting (2 CFR 200.327)
Conditions: Requires more detailed reporting;
Timeframe: One year.

ICQ Section: 06 - Audit (2 CFR 200.500)
Conditions: Requires desk review of the status of implementation of corrective actions;
Timeframe: When corrective action is complete.

ICQ Section: 11 - Fraud, Waste and Abuse
Conditions: Requires technical assistance including required training;
Timeframe: One year after implementation of corrective action.

There were no conditions resulting from the Programmatic Risk Assessment.

PART TWO – THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, the Grantor has the following additional requirements for its Grantee:

ARTICLE XXVII AUTHORIZED SIGNATORY

27.1. Authorized Signatory. In processing this Award and related documentation, Grantor will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed herein in paragraph 1.6 or **Exhibit D**. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to Grantor, the Authorized Signatory must either send written notice to Grantor indicating the name of the designee, or provide notice as set forth in **Exhibit D**. Without such notice, Grantor will reject any materials signed or submitted on the Grantee's behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated on **Exhibit D**. If an Authorized Designee(s) appears on **Exhibit D**, please verify the information and indicate any changes as necessary. Signatures of both the Authorized Signatory and the Authorized Designee are required in order for the Authorized Designee to have signature authority under this Agreement.

ARTICLE XXVIII ADDITIONAL AUDIT PROVISIONS

28.1. Discretionary Audit. The Grantor may, at any time and in its sole discretion, require a program-specific audit, or other audit, SAS 115/AU-C265 letters (Auditor's Communication of Internal Control Related Matters) and SAS 114/AU-C260 letters (Auditor's Communication With Those Charged With Governance).

ARTICLE XXIX ADDITIONAL MONITORING PROVISIONS

29.1. Access to Documentation. The Award will be monitored for compliance in accordance with the terms and conditions of this Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that the Grantor promulgates or implements. The Grantee must permit any agent authorized by the Grantor, upon presentation of credentials, in accordance with all methods available by law, full access to and the right to examine any document, papers and records either in hard copy or electronic format, of the Grantee involving transactions relating to this Award.

29.2. Cooperation with Audits and Inquiries, Confidentiality. Pursuant to ARTICLE XII, above, the Grantee is obligated to cooperate with the Grantor and other legal authorities in any audit or inquiry related to the Award. The Grantor or any other governmental authority conducting an audit or inquiry may require the Grantee to keep confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those Grantee personnel who are necessary to support the Grantee's response to the audit or inquiry. This confidentiality requirement shall not limit Grantee's right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the Grantee, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by the Grantor or other governmental authority, the Grantee shall promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the Grantee with the confidentiality requirement.

ARTICLE XXX ADDITIONAL INTEREST PROVISIONS

30.1. Penalty for Non-Interest Bearing Account. If Grantee is required to keep Grant Funds paid in advance of the actual expenditure of funds in an interest-bearing account pursuant to paragraph 4.7 of this Agreement, Grantee will be responsible for the payment of interest to Grantor at a rate equal to twelve percent (12%) per annum on any Grant Funds kept in a non-interest bearing account, unless Grantee receives prior written approval from Grantor. Grant Funds paid in reimbursement of previously paid costs may be kept in a non-interest bearing account at the Grantee's discretion. Exceptions to this paragraph are not permissible without prior written approval by Grantor.

30.2. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to \$500 per year may be retained by the Grantee for administrative expenses unless otherwise provided in **PART THREE**. Any additional interest earned on Grant Funds above \$500 per year must be returned to the Grantor pursuant to paragraphs 4.3 and 33.2 herein, or as otherwise instructed by the Grant Manager or as set forth in **PART THREE**. All interest earned must be expended prior to Grant Funds. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Grantor as described in paragraphs 4.3 and 33.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in ARTICLE XIII herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services Payment Management System through the process set forth at 2 CFR 200.305(b)(9), or as otherwise directed by the federal awarding agency. The provisions of this paragraph 30.2 are inapplicable to the extent any statute or rule provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

ARTICLE XXXI ADDITIONAL BUDGET PROVISIONS

31.1. Restrictions on Discretionary Line Item Transfers. Unless set forth otherwise in **PART THREE** herein, Budget line item transfers within the guidelines set forth in paragraph 6.3 herein, which would not ordinarily require approval from Grantor, but vary more than ten percent (10%) of the current approved Budget line item amount, are considered changes in the project scope and require Prior Approval from Grantor pursuant to 2 CFR 200.308.

ARTICLE XXXII ADDITIONAL REPRESENTATIONS AND WARRANTIES

32.1. Grantee Representations and Warranties. In connection with the execution and delivery of this Agreement, the Grantee makes the following representations and warranties to Grantor:

- (a) That it has no public or private interest, direct or indirect, and shall not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;
- (b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;
- (c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;
- (d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:

(i) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or State department or agency;

(ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;

(iii) Are not presently indicted for, or otherwise criminally or civilly charged, by a government entity (federal, state or local) with commission of any of the offenses enumerated in sub-paragraph (ii) of this certification; and

(iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity associated with its principals or key personnel, related to a grant issued by any federal or state agency or a local government.

Any request for an exception to the provisions of this paragraph 32.1(d) must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction; and

(e) Grantee certifies that it is not currently operating under, or subject to, any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify Grantor of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that Grantor is authorized to declare Grantee out of compliance with this Agreement and suspend or terminate the Agreement pursuant to ARTICLE XVI herein and any applicable rules.

ARTICLE XXXIII

ADDITIONAL TERMINATION, SUSPENSION, BILLING SCHEDULE AND NON-COMPLIANCE PROVISIONS

33.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to ARTICLE XVI herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:

(a) Direct the Grantee to refund some or all of the Grant Funds disbursed to it under this Agreement;

(b) Direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses; and

(c) Direct the Grantee to transfer ownership of equipment or materials purchased with Grant Funds provided under this Agreement to the Grantor or its designee.

33.2. Grant Refunds. In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.*, the Grantee must, within forty-five (45) days of the effective date of a termination of this Agreement, refund to Grantor, any balance of Grant Funds not spent or not obligated as of said date.

33.3. Grant Funds Recovery Procedures. In the event that Grantor seeks to recover from Grantee Funds received pursuant to this Award that: (i) Grantee cannot demonstrate were properly spent, or (ii) have not been expended or legally obligated by the time of expiration or termination of this Award, the Parties agree to follow the procedures set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.* (GFRA), for the recovery of Grant Funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA shall apply to these proceedings. The Parties agree that Grantor's Administrative Hearing Rules (56 Ill. Admin. Code Part 2605) and/or any other applicable hearing rules shall govern these proceedings.

33.4. Grantee Responsibility. Grantee shall be held responsible for the expenditure of all Grant Funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.339 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

33.5. Billing Schedule. In accordance with paragraph 4.8, herein Grantee must submit all payment requests to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART THREE** or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld. The payment requirements of this paragraph 33.5 supersede those set forth in paragraph 4.8.

ARTICLE XXXIV ADDITIONAL MODIFICATION PROVISIONS

34.1. Modifications by Operation of Law. This Agreement is subject to such modifications as the Grantor determines, in its sole discretion, may be required by changes in federal or State law or regulations applicable to this Agreement. Grantor shall initiate such modifications, and Grantee shall be required to agree to the modification in writing as a condition of continuing the Grant. Any such required modification shall be incorporated into and become part of this Agreement as if fully set forth herein. The Grantor shall timely notify the Grantee of any pending implementation of or proposed amendment to such regulations of which it has notice.

34.2. Discretionary Modifications. If either the Grantor or the Grantee wishes to modify the terms of this Agreement other than as set forth in Articles V and VI and paragraphs 34.1 and 34.3, written notice of the proposed modification must be given to the other party. Modifications will only take effect when agreed to in writing by both the Grantor and the Grantee. However, if the Grantor notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the proposed modification will be deemed to have been approved by the Grantee. In making an objection to the proposed modification, the Grantee shall specify the reasons for the objection and the Grantor shall consider those objections when evaluating whether to follow through with the proposed modification. The Grantor's notice to the Grantee shall contain the Grantee name, Grant number, modification number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee shall submit a detailed narrative explaining why the Project cannot be completed in accordance with the terms of the Agreement and how the requested modification will ensure completion of the Grant Activities, Deliverables, Milestones and/or Performance Measures (**Exhibits A, B and E**).

34.3. Unilateral Modifications. The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the

sole purpose of increasing the Grantee's funding allocation as additional funds become available for the Award during the program year covered by the Term of this Agreement.

34.4. Management Waiver. The Parties agree that the Grantor may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to non-material changes to specific grant terms that the Grantor determines are necessary to place the Grantee in administrative compliance with the terms of this Agreement. A management waiver issued after the term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a modification of this Agreement to be executed. The Grantor will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this section.

34.5. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (Exhibits A, B and E) must be completed during the Grant Term set forth in paragraph 1.4 herein. Extensions of the Award Term will be granted only for good cause, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*), no Award may be extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Grant Award or extended Award Term, as applicable, stating the reason for the extension. If Grantee provides reasonable extenuating circumstances, Grantee may request an extension of the Award Term with less than sixty (60) days remaining.

ARTICLE XXXV ADDITIONAL CONFLICT OF INTEREST PROVISIONS

35.1. Bonus or Commission Prohibited. The Grantee shall not pay any bonus or commission for the purpose of obtaining the Grant Funds awarded under this Agreement.

35.2. Hiring State Employees Prohibited. No State officer or employee may be hired to perform services under this Agreement on behalf of Grantee, or be paid with Grant Funds derived directly or indirectly through this Award without the written approval of the Grantor.

ARTICLE XXXVI ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS

36.1. Equipment Management. The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of equipment and materials shall be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate authorities.

36.2. Purchase of Real Property. If permitted by the Award Budget and scope of activities provided in this Agreement, a Grantee may use the Grant Funds during the Award Term for the costs associated with the purchase of real property (as defined by 2 CFR 200.1) either through the use of reimbursement or advanced funds as permitted in Exhibit C of this Agreement for the following purposes and consistent with the Grantor's bondability guidelines and 2 CFR 200:

- (a) Cash payment of the entirety or a portion of the real property acquisition;
- (b) Cash Payment of a down payment for the acquisition;

- (c) Standard and commercially reasonable costs required to be paid at the acquisition closing (i.e., closing costs); or
- (d) Payments to reduce the debt incurred by Grantee to purchase the real property.

**ARTICLE XXXVII
APPLICABLE STATUTES**

To the extent applicable, Grantor and Grantee shall comply with the following:

37.1. Grantee Responsibility. All applicable federal, State and local laws, rules and regulations governing the performance required by Grantee shall apply to this Agreement and will be deemed to be included in this Agreement the same as though written herein in full. Grantee is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except where expressly required by applicable laws and regulations, the Grantor shall not be responsible for monitoring Grantee's compliance.

37.2. Land Trust/Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds shall be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein.

37.3. Historic Preservation Act (20 ILCS 3420/1 et seq.). The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Department of Natural Resources, Historic Preservation Division. The Grantee shall not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Department of Natural Resources, Historic Preservation Division. 20 ILCS 3420/3(f).

37.4. Victims' Economic Security and Safety Act (820 ILCS 180 et seq.). If the Grantee has 50 or more employees, it may not discharge or discriminate against an employee who is a victim of domestic or sexual violence, or who has a family or household member who is a victim of domestic or sexual violence, for taking up to a total of twelve (12) work weeks of leave from work during any twelve (12) month period to address the domestic violence, pursuant to the Victims' Economic Security and Safety Act. The Grantee is not required to provide paid leave under the Victims' Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims' Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation.

37.5. Equal Pay Act of 2003 (820 ILCS 112 et seq.). If the Grantee has four (4) or more employees, it is prohibited by the Equal Pay Act of 2003 from paying unequal wages to men and women for doing the same or substantially similar work. Further, the Grantee is prohibited by the Equal Pay Act of 2003 from remedying violations of the Act by reducing the wages of other employees or discriminating against any employee exercising his/her rights under this Act. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political

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subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation.

37.6. Steel Products Procurement Act (30 ILCS 565 et seq.). The Grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 et seq.).

37.7. Minorities, Women, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 575/0.01; 775 ILCS 5/2-105). The Grantee acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Award Activities to be performed under this Agreement.

37.8. Identity Protection Act (5 ILCS/179 et seq.) and Personal Information Protection Act (815 ILCS 530 et seq.). The Grantor is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, the Grantor will request social security numbers or other personal identifying information. Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, Awards. The Grantor also collects confidential information for oversight and monitoring purposes.

Furnishing personal identity information, such as a social security number, is voluntary; however, failure to provide required personal identity information may prevent an individual or organization from using the services/benefits provided by the Grantor as a result of state or federal laws, rules and regulations.

To the extent the Grantee collects or maintains protected personal information as part of carrying out the Award Activities, the Grantee shall maintain the confidentiality of the protected personal information in accordance with applicable law and as set forth below.

(a) **Personal Information Defined.** As used herein, "Personal Information" shall have the definition set forth in the Personal Information Protection Act, 815 ILCS 530/5 ("PIPA").

(b) **Protection of Personal Information.** The Grantee shall use at least reasonable care to protect the confidentiality of Personal Information that is collected or maintained as part of the Award Activities and (i) not use any Personal Information for any purpose outside the scope of the Award Activities and (ii) except as otherwise authorized by the Grantor in writing, limit access to Personal Information to those of its employees, contractors, and agents who need such access for purposes consistent with the Award Activities. If Grantee provides any contractor or agent with access to Personal Information, it shall require the contractor or agent to comply with the provisions of this paragraph 37.8.

(c) **Security Assurances.** Grantee represents and warrants that it has established and will maintain safeguards against the loss and unauthorized access, acquisition, destruction, use, modification, or disclosure of Personal Information and shall otherwise maintain the integrity of Personal Information in its possession in accordance with any federal or state law privacy requirements, including PIPA. Such safeguards shall be reasonably designed to (i) ensure the security and confidentiality of the Personal Information, (ii) protect against any anticipated threats or hazards to the security or integrity of Personal Information, and (iii) protect against unauthorized access to or use of Personal Information. Additionally, Grantee will have in place policies, which provide for the secure disposal of documents and information which contain Personal Information, including but not limited to shredding documents and establishing internal controls over the authorized access to such information. 815 ILCS 530/40.

(d) **Breach Response.** In the event of any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any Personal Information (a "Breach"), Grantee agrees

that it shall promptly, at its own expense (i) report such Breach to the Grantor by telephone with immediate written confirmation sent by e-mail and by mail, describing in detail any accessed materials and identifying any individual(s) who may have been involved in such Breach; (ii) take all actions necessary or reasonably requested by the Grantor to stop, limit or minimize the Breach; (iii) restore and/or retrieve, as applicable, and return all Personal Information that was lost, damaged, accessed, copied or removed; (iv) cooperate in all reasonable respects to minimize the damage resulting from such Breach; (v) provide any notice to Illinois residents as required by 815 ILCS 530/10 or applicable federal law, in consultation with the Grantor; and (vi) cooperate in the preparation of any report related to the Breach that the Grantor may need to present to any governmental body.

(e) Injunctive Relief. Grantee acknowledges that, in the event of a breach of this paragraph 37.8, Grantor will likely suffer irreparable damage that cannot be fully remedied by monetary damages. Accordingly, in addition to any remedy which the Grantor may possess pursuant to applicable law, the Grantor retains the right to seek and obtain injunctive relief against any such breach in any Illinois court of competent jurisdiction.

(f) Compelled Access or Disclosure. The Grantee may disclose Personal Information if it is compelled by law, regulation, or legal process to do so, provided the Grantee gives the Grantor at least ten (10) days' prior notice of such compelled access or disclosure (to the extent legally permitted) and reasonable assistance if the Grantor wishes to contest the access or disclosure.

ARTICLE XXXVIII ADDITIONAL MISCELLANEOUS PROVISIONS

38.1. Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee shall provide Workers' Compensation insurance where the same is required and shall accept full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

38.2. Required Notice. Grantee agrees to give prompt notice to the Grantor of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Grantor relating to (i) a Termination or Suspension (ARTICLE XVI), (b) Modifications, Management Waivers or Term Extensions (ARTICLE XXXIV) or (c) Assignments (paragraph 26.4) must be executed by the Director of the Grantor or her or his authorized designee.

ARTICLE XXXIX ADDITIONAL REQUIRED CERTIFICATIONS

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any Federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

39.1. Compliance With Applicable Law. The Grantee certifies that it shall comply with all applicable provisions of federal, state and local law in the performance of its obligations pursuant to this Agreement.

39.2. Sexual Harassment. The Grantee certifies that it has written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal

complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). A copy of the policies shall be provided to the Grantor upon request.

39.3. Federal, State and Local Laws; Tax Liabilities; State Agency Delinquencies. The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. In the event that a Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor shall disburse Grant Funds only if the Grantee enters into an installment payment agreement with said tax authority and remains in good standing therewith. Grantee is required to tender a copy of any such installment payment agreement to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. **The execution of this Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.**

39.4. Lien Waivers. If applicable, the Grantee shall monitor construction to assure that necessary contractor's affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

PART THREE – THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this Project:

ARTICLE XL REPORT DELIVERABLE SCHEDULE

40.1. External Audit Reports. External Audit Reports may be required. Refer to ARTICLE XV of this Agreement to determine whether you are required to submit an External Audit Report and the applicable due date.

40.2. Annual Financial Reports. Annual Financial Reports may be required. Refer to paragraph 15.2 of this Agreement to determine whether you are required to submit Annual Financial Reports.

40.3. Required Periodic Reports. Below is the required periodic reporting schedule for this Award.

May 2022

- Quarterly Periodic Financial Report (05/02/2022) - Covering Period of 02/01/2022 - 03/31/2022; Send To: Grant Manager
- Quarterly Periodic Performance Report (05/02/2022) - Covering Period of 02/01/2022 - 03/31/2022; Send To: Grant Manager

August 2022

- Quarterly Periodic Financial Report (08/01/2022) - Covering Period of 04/01/2022 - 06/30/2022; Send To: Grant Manager
- Quarterly Periodic Performance Report (08/01/2022) - Covering Period of 04/01/2022 - 06/30/2022; Send To: Grant Manager

October 2022

- Quarterly Periodic Financial Report (10/31/2022) - Covering Period of 07/01/2022 - 09/30/2022; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/31/2022) - Covering Period of 07/01/2022 - 09/30/2022; Send To: Grant Manager

January 2023

- Quarterly Periodic Financial Report (01/30/2023) - Covering Period of 10/01/2022 - 12/31/2022; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/30/2023) - Covering Period of 10/01/2022 - 12/31/2022; Send To: Grant Manager

May 2023

- Quarterly Periodic Financial Report (05/01/2023) - Covering Period of 01/01/2023 - 03/31/2023; Send To: Grant Manager

- Quarterly Periodic Performance Report (05/01/2023) - Covering Period of 01/01/2023 - 03/31/2023; Send To: Grant Manager

July 2023

- Quarterly Periodic Financial Report (07/31/2023) - Covering Period of 04/01/2023 - 06/30/2023; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/31/2023) - Covering Period of 04/01/2023 - 06/30/2023; Send To: Grant Manager

October 2023

- Quarterly Periodic Financial Report (10/30/2023) - Covering Period of 07/01/2023 - 09/30/2023; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/30/2023) - Covering Period of 07/01/2023 - 09/30/2023; Send To: Grant Manager

January 2024

- Quarterly Periodic Financial Report (01/30/2024) - Covering Period of 10/01/2023 - 12/31/2023; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/30/2024) - Covering Period of 10/01/2023 - 12/31/2023; Send To: Grant Manager

March 2024

- Quarterly Periodic Financial Report (03/01/2024) - Covering Period of 01/01/2024 - 01/31/2024; Send To: Grant Manager
- Quarterly Periodic Performance Report (03/01/2024) - Covering Period of 01/01/2024 - 01/31/2024; Send To: Grant Manager
- End of grant Closeout Financial Report (03/18/2024) - Covering Period of 02/01/2022 - 01/31/2024; Send To: Grant Manager
- End of grant Closeout Performance Report (03/18/2024) - Covering Period of 02/01/2022 - 01/31/2024; Send To: Grant Manager

40.4. Changes to Reporting Schedule. Changes to the schedules for periodic reporting, the external audit reports and the annual financial reports do not require a formal modification to this Agreement pursuant to paragraph 26.5 and ARTICLE XXXIV, and may be changed unilaterally by the Grantor if necessitated by a change in the project schedule or at the discretion of the Grantor. The Grantee may not modify the reporting deliverable schedules in ARTICLES XIII, XIV, XV and XL unilaterally, and must obtain prior written approval from Grantor or the Grant Accountability and Transparency Unit of the Governor's Office of Management and Budget, if applicable, to change any reporting deadlines.

ARTICLE XLI
GRANT-SPECIFIC TERMS/CONDITIONS

41.1. Funding. If this Award is bond-funded, all expenditures shall be in accordance with all applicable bondability guidelines.

41.2. Use of Real Property. Grantee shall use any real property acquired, constructed or improved with Grant Funds pursuant to this Agreement to provide the programs and services specified herein for at least the Award Term stated in Paragraph 1.4. Grantee shall comply with the real property use and disposition requirements set forth in 2 CFR 200.311.

41.3. Projects Requiring External Sign-offs.

- (1) Pursuant to applicable statute(s), this Award requires sign-off by the following State agency(ies). **The status of the sign-off is indicated as of the date the Award is sent to the Grantee for execution:**

	AGENCY	SIGN-OFF	SIGN-OFF
		RECEIVED	OUTSTANDING
	Illinois State Historic Preservation Office		
_____	Illinois Dept. of Agriculture	_____	_____
_____	Illinois Dept. of Natural Resources	_____	_____
_____	Illinois Environmental Protection Agency	_____	_____
X _____	NONE APPLICABLE	_____	_____

While **any** external sign-off is outstanding, the provisions of Item (3), immediately below apply with respect to the disbursement of funds under this Award.

NOTE: The fact that a sign-off has been received in no way relieves the Grantee of its obligation to comply with any conditions or requirements conveyed by the applicable agency(ies) in conjunction with the issuance of the sign-off for the project funded under this Agreement.

- (2) For projects subject to review by the Illinois Environmental Protection Agency (IEPA), the Grantee must, prior to construction, obtain a construction permit or “authorization to construct” from the IEPA pursuant to the provisions of the Environmental Protection Act, 415 ILCS 5/1 *et seq.*

(3) **External Sign-Off Provisions:**

- a.) The Project described in Exhibit A and funded under this Agreement is subject to review by the external agency(ies) indicated in Item (1) immediately above. Grantee must comply with requirements established by said agency(ies) relative to their respective reviews. **Any requirements communicated to the Grantor shall be incorporated into this Agreement as follows: as an attachment to this Agreement (immediately following PART THREE) at the**

time of the Agreement execution. The Grantee is contractually obligated to comply with such requirements.

- b.) Grantee is responsible for coordinating directly with the applicable external agency(ies) relative to said reviews. Except as specifically provided below, the Grantor's obligation to disburse funds under this Agreement is contingent upon notification by the applicable agency(ies) that all requirements applicable to the project described in this Agreement have been satisfied. Upon receipt of said notification, disbursement of the Grant Funds shall be authorized in accordance with the provisions of Exhibit C herein.
- c.) Prior to notification of compliance by the applicable external agency(ies), the Grantee may request disbursement of funds **only** for the following purposes: administrative, contractual, legal, engineering, or architectural costs incurred which are necessary to allow for compliance by the Grantee of requirements established by the external agency(ies). **FUNDS WILL NOT BE DISBURSED FOR LAND ACQUISITION OR ANY TYPE OF CONSTRUCTION OR OTHER ACTIVITY WHICH PHYSICALLY IMPACTS THE PROJECT SITE PRIOR TO RECEIPT BY THE GRANTOR OF THE REQUIRED NOTIFICATION FROM ALL APPLICABLE AGENCIES.**
- d.) If external sign-offs are indicated in this paragraph 41.3, disbursement of Grant Funds (whether advance or scheduled) are subject to the restrictions set forth by the External Sign-Off Provisions of this paragraph 41.3. Upon receipt of all required sign-offs, the Grantor's Accounting Division will be notified of authorization to disburse Grant Funds in accordance with the disbursement method indicated herein.

41.4. Prevailing Wage Act Compliance. The work to be performed under this Agreement is subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*). Grantee shall comply with all requirements of the Prevailing Wage Act, including but not limited to: (a) inserting into all contracts for construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract and (b) all required reporting and documentation.

41.5. Compliance with Illinois Works Jobs Program Act. Grantee must comply with requirements in the Illinois Works Jobs Program Act (30 ILCS 559/Art. 20). For Awards with an estimated total project cost of \$500,000 or more, the Grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules (see 14 Ill. Admin. Code Part 680). The "estimated total project cost" is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. Grantee must submit a Budget Supplement Form (available on the Grantor's website) to the Grantor within ninety (90) days of the execution of this Award. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Grantee is permitted to seek from the Grantor a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The Grantee must ensure compliance for the life of the entire project, including during the term of the Award and after the Term ends, if applicable, and will be required to report on and certify its compliance.

41.6. Compliance with Business Enterprise Program. If applicable to this Grant, Grantee acknowledges that it is required to comply with the Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act ("BEP") (30 ILCS 575/0.01 *et seq.*), which establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. Grantee shall maintain compliance with the BEP Utilization Plan submitted in conjunction with the Agreement and shall comply with all reporting requirements.

41.7. Compliance with the Employment of Illinois Workers on Public Works Act. Grantee acknowledges that it is required to comply with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*) (the "Act"), which provides that whenever there is a period of excessive unemployment in Illinois (as defined by the Act), if the Grantee is using Grant Funds for (1) constructing or building any public works, or (2) performing the clean-up and on-site disposal of hazardous waste for the State of Illinois or any political subdivision of the State, then the Grantee shall employ at least 90% Illinois laborers on such project. Illinois laborers refers to any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident. Grantee may receive an exception from this requirement by submitting a request and supporting documents certifying that Illinois laborers are either not available or are incapable of performing the particular type of work involved. The certification must: (a) be submitted to the grant manager within the first quarter of the Award Term; (b) provide sufficient support that demonstrates the exception is met; (c) be signed by an authorized signatory of the Grantee; and (d) be approved by the grant manager. In addition, every contractor on a public works project or improvement or hazardous waste clean-up and on-site disposal project in this State may place on such work no more than 3 (or 6 in the case of a hazardous waste clean-up and on-site disposal project) of the contractor's regularly employed non-resident executive and technical experts.

ARTICLE XLII BOND FUNDED GENERAL GRANT PROVISIONS

42.1. Bond Funded General Grant Provisions. It is the intent of the State that all or a portion of the costs of this Project will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the State.

State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Agency:	Illinois Department of Commerce and Economic Opportunity	State FY:	2022
Grantee:	City of Decatur	DUNS Number:	75613000
NOFO Number:		Grant Number:	21-203195
CSFA Description:			

Section A: State of Illinois Funds

Revenues

State of Illinois Grant Amount Requested	\$300,000.00	
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Budget Expenditure Categories

	<u>Summary</u>	<u>Detail</u>
1. Personnel (200.430)		
2. Fringe Benefits (200.431)		
3. Travel (200.474)		
4. Equipment (200.439)		
5. Supplies (200.94)		
6. Contractual/Subawards (200.318 and .92)		
7. Consultant (200.459)		
8. Construction	\$300,000.00	
1205 DESIGN/ENGINEERING		\$11,332.00
1223 MECHANICAL SYSTEMS		\$288,668.00
9. Occupancy (200.465)		
10. Research and Development (200.87)		
11. Telecommunications		
12. Training and Education (200.472)		
13. Direct Administrative Costs (200.413)		
14. Miscellaneous Costs		
15. Grant Exclusive Line Item(s)		
16. Total Direct Costs (add lines 1-15)	\$300,000.00	\$300,000.00
17. Total Indirect Costs (200.414)		
Rate: %		
Base:		
18. Total Costs State Grant Funds (Lines 16 and 17)	\$300,000.00	\$300,000.00

Grantee:

NOFO Number:

Grant Number:

SECTION A - Continued - Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options. If not reimbursement is being requested please consult your program office regarding possible match requirements.

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

- a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from you State Cognizant Agency on an annual basis;
- b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
- c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity or Restricted Rate Programs).

Select ONLY One:

- 1) ☐ Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations.
- 2a) ☐ Our Organizations currently has a Negotitated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year pursuant to 2 CFR 200, Appendiz IV(c)(2)(c).
- 2b) ☐ Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than 3 months after the effective date of the State award pursuant to 2 CFR 200 Appendix (C)(2)(b). The initial ICRP will be sent to the State of Illinois Indirect Cost unit.
- 3) ☐ Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards pursuant to 2 CRF 200.414 (C)(4)(f) and 200.68.
- 4) ☐ For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:
☐ is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
☐ complies with other statutory policies.
- 5) ☒ No reimbursement of Indirect Cost is being requested.

Rate: %

Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)

Period Covered By NICRA: From: To: Approving Federal or State Agency:

Indirect Cost Rate: % The Distribution Base Is:

Grantee: City of Decatur

NOFO Number: 0

Grant Number: 21-203195

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Institution/Organization: City of Decatur, Illinois

Institution/Organization: City of Decatur, Illinois

Signature: _____

Signature: _____

Printed Name: Julie Moore Wolfe

Printed Name: Gregg Zientara

Title: Mayor

Title: City Treasurer Director of Finance

Phone: 217 424 2801

Phone: 217 450 2226

Date: March 21, 2022

Date: March 21, 2022

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on the behalf of the organization.

City Clerk

DATE: 3/17/2022

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Discussion Item - Food Truck Ordinance

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Draft Food Truck Ordinance	Ordinance

March 17, 2022

TO: Mayor Julie Moore Wolfe & Decatur City Council Members

FROM: Scot Wrighton, City Manager 

RE: Discussion Item: Draft Food Truck Ordinance

The city does not currently have a food truck ordinance, although it has a process by another name through which the city has regulated food trucks in the past. A new food truck ordinance was under consideration when the pandemic struck, and has been held in abeyance since then. With a return to more outdoor gatherings and events, this item is returning to the City Council.

Food trucks have become more popular; vendors have requested that they be permitted year-round; the city needs to do more to make sure that mobile food vendors collect and pay local taxes just as “brick-and-mortar” businesses do; and the city’s ordinances should be compatible with updates made by the county health department. These considerations have been incorporated into the ordinance draft attached.

I do not believe there are serious policy issues regarding the operation and permitting of food trucks OUTSIDE the city’s central business district. Outside the central business district, food truck operators obtain a food-handling permit from the county health department; they must set-up on private parking lots; and the owner of the private lot provides electric power. The landowner and/or the food vendors are responsible for trash collection and site cleanliness. The only time mobile food vendors are allowed on public property is in conjunction with a city-approved special event, festival, celebration, etc. (often where the street is closed temporarily); and in these instances, the health department conducts its own inspections for proper food handling practices, and the city interfaces with the event organizer regarding trash, portable toilets, electric connections, truck placement and siting matters, etc. Except for special events, festivals and celebrations, food trucks are not permitted in B-4 zones (downtown). The single issue staff would like to discuss with the City Council is: what should be the food truck policy in the central business district?

Prior to the pandemic, the Chamber of Commerce conducted a meeting with all interested parties on the topic of food trucks downtown. Several mobile food vendors attended and argued that the same food truck rules should apply uniformly throughout the city, including in the central business district. Several downtown eating establishments also attended and asserted that in the downtown area where businesses operate in much closer proximity, “bricks-and-mortar” restaurants should not face daily competition year-round from food truck vendors. Accordingly, Section 6 of the draft ordinance includes two options from which the City Council can select (or devise an alternative of their own). Staff can prepare a final ordinance for council action after receiving more feedback.

Option One (bold blue text) entirely decouples food truck rules from zoning and allows them to be regulated in the central business district in the same manner as they are elsewhere in the city (always on private property unless they are under the supervision of a city-approved special event).

Option Two (bold green text) retains special regulations for the downtown area by allowing food trucks to operate in the central business district ONLY when part of a special event. Option 2 also entirely decouples food truck rules from zoning in favor of a delineated district (inside Wood, Eldorado, Church and Franklin Streets). It would also allow a more liberal interpretation of a special event—the key being that for an “event” a local sponsoring organization must take responsibility for instructing food trucks where to park, making necessary arrangements for electricity and toilets, being responsible for post-event trash and debris collection, etc. But with a sponsoring organization in place, an “event” could be as simple as “Taco Tuesdays.”

CHAPTER 55.1

MOBILE FOOD UNITS AND TEMPORARY VENDOR STANDS

1. **DEFINITIONS.** For the purpose of this Chapter, the certain words or phrases shall be defined as set forth:

(a) Mobile Food Unit shall mean a motorized truck, trailer or moveable temporary structure food unit from which cooked, wrapped, packaged, processed or frozen, cold or hot pre-packaged foods are sold for immediate consumption and conducts all or part of its operations on premises other than its own and is readily movable, for transport to another location. Mobile food units do not include street and sidewalk vendors.

(b) Temporary Vendor Stands shall mean establishments within a movable temporary structure, truck or trailer created for temporary sales of food that is not temperature controlled, confections, goods, wares or merchandise with no or minimal assembly on site. This shall include street and sidewalk vendors.

(c) Downtown Business District shall mean the following described territory or district:
Church street to Franklin, and Wood to Eldorado

(d) Within the City of Decatur shall mean inside the city limit boundaries of the City of Decatur.

2. **APPLICATION.** Any person or entity desiring to operate a mobile food unit or temporary vendor stand shall make a written application for such license and permit, as applicable, to the City Community Development Department

The application shall include the following:

- (a) The name, signature, address and telephone number of each applicant and each corporate officer, if applicable, for the license.
- (b) The type of food, confections, goods, wares or merchandise to be sold or offered for sale. A preliminary menu for food units could be used for this requirement.
- (c) (c) The proposed location(s) and times of operation for conducting business in accordance with this Chapter. The applicant shall provide to the City written consent from the property owner for all proposed locations.
- (d) If the food truck will be open for more than three (3) continuous hours in any one location, then the applicant shall furnish Proof of access to restroom facilities (toilet and lavatory) shall be available for employees and customers of mobile food units and shall be located within 300 feet of the mobile food unit during times when the vehicle is parked or located in one (1) location for more than three (3) hours. Proof of access shall be evidenced by written agreement between the applicant and the business or entity, which will provide access.
- (e) Whether the applicant has ever been convicted of a criminal offense or ordinance violation (other than traffic or parking) in any jurisdiction and, if so, a list of such convictions with date and prosecuting jurisdiction.
- (f) License plate number and registration of the mobile food unit or temporary vendor stand (if applicable) proposed to be licensed.
- (g) A signed statement that the licensee shall hold harmless the city and its officers and employees, and shall indemnify the city, its officers and employees for any claims for damage to property or injury to persons which may be occasioned by any activity carried

on under the terms of this license. Licensee shall furnish and maintain such public liability, food products liability, and property damage insurance as will protect vendor, property owners, and the city from all claims for damage to property or bodily injury, including death, which may arise from the operations under the license or in connection therewith. Such insurance shall provide coverage of not less than \$1,000,000.00 per occurrence. The policy shall list the City of Decatur as additional insured. A license issued pursuant to the provisions of this section shall be invalid at any time the insurance required herein is not maintained and evidence of continuing coverage is not filed with the City of Decatur's Community Development Department.(h) When seeking a renewal, applicants shall submit an accurate record of sales, organized by date, from the previous year. Upon request, the licensee shall produce documentation in a manner acceptable by city staff, sufficient to verify the record of sales and taxes collected and remitted, such as dated cash register records or numbered receipts. For example, for 2021 license renewals, these records should reflect sales made from January 1, 2020 through December 31, 2020.

(i) The applicant shall be required, as a condition of license issuance to properly collect and dispose of trash generated by Food Truck operations and customers.

3. LICENSE REQUIRED. It shall be unlawful for any person to operate a mobile food unit or temporary vendor stand within the City of Decatur, as defined in this chapter, without first having obtained a license for that purpose. There shall not be any refunds for vendors that fail to operate for an entire year.

4. LICENSE FEES.

(a) Mobile Food Unit: To operate a mobile food unit where allowed by applicable zoning. All vendors licensed under this chapter shall pay an annual license fee of \$500.00 per year, from January 1 through December 31. If the licensee operates a licensed restaurant within the City of Decatur, the fee shall be \$250.00 per year. Should the license be issued after August 15 of any year, the fee shall be \$250.00 or \$125.00, respectively, for the remainder of the year.

(b) Temporary Vendor Stands: To operate a temporary vendor stand, all vendors licensed under this chapter shall pay an annual license fee of \$100.00 per year, from January 1 through December 31. If the licensee operates a licensed business within the City of Decatur, the fee shall be \$50.00 per year. Should the license be issued after August 15 of any year, the fee shall be \$50.00 or \$25.00, respectively, for the remainder of the year.

5. **TEMPORARY EVENTS.** The licensing and application requirements of this Chapter do not apply to a mobile food unit or temporary vendor stand operating at a festival, farmer's market, or other event of four (4) days duration or less permitted by the City when the operator has the permission of the organizer of the event to be present at the event and the organizer of the event has met all City of Decatur requirements for holding the special event.

6. **MOBILE FOOD UNITS IN THE DOWNTOWN BUSINESS DISTRICT**

Option #1

(a) Any mobile food unit located in the Downtown Business District (B-4 Zoning) shall only be allowed on off-street parking areas and the food unit owner shall submit a written and signed agreement with the property owner to the City of Decatur Community Development Department.

(b) Mobile food units or their customers shall not impede traffic flow or emergency access or have an adverse effect on other activities on the property including, but not limited to required parking or traffic flow.

(c) No mobile food unit located in the Downtown Business District shall be located within 200 feet of an existing restaurant.

(d) No tables or chairs may be setup by the licensee alongside a mobile food unit in the Downtown Business District and appropriate refuse and recycling containers shall be provided for proper disposal of waste.

(e) Mobile Food units will only be allowed on property in the Downtown Business District for a maximum of three hours per day unless affiliated with an approved temporary special event.

Option #2

(a) Mobile Food Trucks shall only be permitted and sited in accordance with this ordinance in the Downtown Business District in accordance with, and as a part of, a sponsored special event, festival, show, celebration or other activity sponsored by a third party approved by the city.

(b) In the Downtown Business District the sponsoring organization shall be Decatur-based and shall arrange for the Mobile Food Truck placement, restrooms, trash removal, electric supply and other event requirements, in accordance with plans submitted and approved by the City.

7. CONDITIONS OF LICENSE. The mobile food unit and temporary vendor stand license shall also contain the following conditions:

- (a) Each mobile food unit and temporary vendor stand license shall expire on December 31 of each year.
- (b) The license shall not be transferrable from person to person, entity to entity or from place to place without the approval of the Community Development Department.
- (c) The approved operational location(s) may be changed, either temporarily or permanently, by written notice from the vendor and consent of the Community Development Department.
- (d) The license is valid for one mobile food unit or one temporary vendor stand only.
- (e) There shall be issued to each vendor a suitable license that shall be permanently affixed to the food unit, in a prominent location, visible to the general public.

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8. PERMITS REQUIRED.

- (a) if a mobile food unit or temporary vendor stand requires an outside source for power, Community Development Department will arrange for electrical inspections. Permit holders shall comply with requirements of the Electrical inspector based applicable electric codes. No power cable or equipment shall be extended at grade across any city street, alley or sidewalk without proper protection. Any power required for the mobile food unit or temporary vendor stand shall not use utilities drawn from the public right-of-way, without express written consent from the City.

(b) Macon County Health Department - All food units operating within the City of Decatur, including at approved temporary events of 4 days or less that are exempt from this license, shall obtain a permit and pass inspections by the Macon County Health Department or obtain a permit exemption from the Macon County Health Department before opening to the public.

9 LICENSE APPLICATION REVIEW. Upon receipt of an application for a mobile food input or temporary vendor stand license, the City will issue or deny permits in a timely fashion after determining compliance with city requirements. The city will issue the license required under this division unless:

- (a) The applicant is under the age of 18.
- (b) The applicant has been convicted within the last five years of any offense related to theft, burglary, fraud, criminal sexual assault or criminal sexual abuse, or offenses involving violence against another person.
- (c) That the applicant or his employer has had a license issued pursuant to this chapter revoked for cause.

The City has a right to reject the application for any mobile food unit or temporary vendor stand whose appearance and/or aesthetic quality it believes would negatively impact the City.

10. REVOCATION AND SUSPENSION OF LICENSE OR PERMIT. Any license or permit issued under this chapter may be revoked or suspended by the City Manager if the City Manager shall find after a hearing:

(a) The licensee or permit holder has violated any of the provisions of this chapter, the laws of the state, or the ordinances of the city while engaged in the business of a mobile food unit.

(b) The licensee or permit holder has been convicted of any offense.

(c) The licensee or permit holder has knowingly furnished false or misleading information or withheld relevant information on any application for a license or permit.

Prior to holding a hearing concerning the question of whether a license or permit issued pursuant to this chapter shall be revoked or suspended, the City Manager shall give at least five days' written notice to the licensee setting forth the alleged violations specifically. The licensee or permit holder may present evidence at such hearing and cross-examine witnesses.

11. RESTRICTIONS. Hours of operation shall be limited to the hours between 7:00 a.m. and 10:00 p.m. within the City limits of Decatur. No approved mobile food unit or temporary vendor stand shall be left unattended on a public way unless the public way or street has been closed as part of an approved event, festival or celebration. Other restrictions are as follows:

(a) No mobile food unit or temporary vendor stand shall use or maintain any outside sound amplifying equipment, lights, or noisemakers, such as bells, horns or whistles.

(b) No mobile food unit or temporary vendor stand shall use external signs, bollards, seating, or any other equipment on public property or within the right-of-way.

(c) The mobile food unit or temporary vendor stand shall not have a drive-through.

(d) The mobile food unit or temporary vendor stand shall prominently display the name of the business owner.

(e)

(f) A mobile food unit or temporary vendor stand selling food and beverages shall have available for public use a 20-gallon litter receptacle and a 20-gallon recycling container which is available for their patrons' use.

(g) No mobile food unit or temporary vendor stand shall leave his location without first picking up; removing and disposing of all trash or refuse from the sales made by the licensee. The licensee shall clean from surfaces any spills or stains caused by the business prior to leaving the location.

(h) No mobile food unit or temporary vendor stand shall solicit or conduct business with persons in motor vehicles.

(i) No stopping in any block on right of way for more than 50 minutes per day.

(j) Each mobile food unit and temporary vendor stand shall make a complete record of all sales. Transaction receipts and records shall be made available to the City on request for a tax payment verification. Each customer shall be issued a receipt. (k) Mobile food units and temporary vendor stands shall be kept in good operating condition, and property maintained.

(l) No property interest or right of occupancy is created by approving operation of mobile food trucks in any off-street public property location, or public location.

(m) Four (4) days or more with no sales or service to customers, shall require the mobile food unit or temporary vendor stand to be removed from the licensee's approved site or moved into the side or rear yard of that site (n) No mobile food unit or temporary vendor

stand shall be located on an unimproved surface, except as part of a larger community festival or event.

DRAFT

City Clerk

DATE: 3/11/2022

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Resolution Authorizing an Agreement between the City of Decatur and African American Cultural & Genealogical Society of Illinois, Inc. Museum Regarding American Rescue Plan Funds

SUMMARY RECOMMENDATION: Approval of the Agreement.

BACKGROUND: The African American Cultural and Genealogical Museum made a formal request for ARP funding in 2021. Like the Children's Museum request, a grant of funds was intended to offset operational losses incurred by non-governmental museums and tourist attractions that were negatively impacted by COVID lockdowns and closures. The Museum staff provided additional financial and visitor documentation as requested by the city for city staff to verify ARP eligibility. The funding request was subsequently included in the list of ARP funding recipients that the City Council incorporated into their adopted 2022 budget. The proposed amount is slightly more than the Museum's total annual budget, but less than the Museum's original request, because one year of operations cost reimbursement is compatible with the legislative intent that the funds be used to offset operational losses. This one-time allocation is not restricted to any specific capital project, it is just for defraying operating losses. In the same way that the city required a separate agreement with the Children's Museum before funds could be remitted, the African American Cultural and Genealogical Museum had to execute a separate agreement stipulating terms and conditions. They have signed the agreement, and it is included in the council packet.

PRIOR COUNCIL ACTION: Approval of the 2022 budget that includes this request for \$25,000.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Agreement	Backup Material

RESOLUTION NO. R_____

**RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN
THE CITY OF DECATUR AND AFRICAN AMERICAN CULTURAL &
GENEALOGICAL SOCIETY OF ILLINOIS, INC. MUSEUM
REGARDING AMERICAN RESCUE PLAN FUNDS**

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

Section 1. That the Agreement between the City of Decatur and African American Cultural & Genealogical Society of Illinois, Inc. Museum presented herewith to the City Council be, and the same is hereby, received, placed on file, and approved.

Section 2. The City agrees to provide to the African American Cultural & Genealogical Society of Illinois, Inc. Museum the sum of Twenty-Five Thousand Dollars (\$25,000) from its portion of the ARP funds pursuant to and under the terms of the agreement.

Section 3. That the City Manager, or their designee be, and they are hereby, authorized and directed to execute the Agreement between the City of Decatur and African American Cultural & Genealogical Society of Illinois, Inc. Museum in accordance with any requirement of the American Rescue Plan.

PRESENTED and ADOPTED this 21st day of March 2022.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

**AGREEMENT BETWEEN THE CITY OF DECATUR
AND AFRICAN AMERICAN CULTURAL & GENEALOGICAL SOCIETY OF
ILLINOIS, INC. MUSEUM REGARDING
AMERICAN RESCUE PLAN FUNDS**

This Agreement ("Agreement") is made and entered into between the City of Decatur, Illinois, an Illinois municipal corporation ("City") and the African American Cultural & Genealogical Society of Illinois, Inc. Museum, (A.A.C.G.S) for and in consideration of the mutual covenants and promises and good and valuable consideration contained herein.

WHEREAS, the City has received funds from the American Rescue Plan funds ("ARP"); and,

WHEREAS, the ARP funds received by the City may be used for promoting and facilitating an interest in research, preservation and publishing African American genealogy and family histories and,

WHEREAS, the City would benefit from the capacity of A.A.C.G.S to enhance self-esteem and race relations through education, cultural activities, fellowship and cultural events.

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

Section 1. The City agrees to provide to A.A.C.G.S the sum up to Twenty-Five-Thousand Dollars (\$25,000) from its portion of the ARP funds pursuant to and under the terms of this Agreement.

Section 2. A.A.C.G.S will be responsible for reviewing and determining all applicable federal, state and local laws, statutes and other regulations relating to the use of ARP funds provided under this Agreement.

Section 3. The ARP funds provided by the City shall be used by A.A.C.G.S on projects within the City of Decatur only, except that this limitation shall not apply to the administrative overhead paid to A.A.C.G.S. Additionally these funds must be used in a manner consistent with and in compliance with the use of the ARP funds as set forth in all applicable federal, state and local laws, statutes, and other regulations to be paid out on a per project basis.

Section 4. That should the funds be used in any manner contrary to those uses set forth in this Agreement, upon written demand by the City, the A.A.C.G.S will repay to the City the funds used contrary to the terms set forth herein.

Section 5. A.A.C.G.S hereby acknowledges and agrees that if it fails to comply with any or all provisions of this Agreement, the City may, in its sole discretions, terminate this Agreement.

Section 6. A.A.C.G.S shall be required to maintain all required records for the period of time designated by the City as required by the terms of the ARP Act and any other laws, statutes and other related regulations including, but not limited to, financial records setting forth all disbursements and payroll records, equipment records setting forth the details of all purchases and other supply records.

Section 7. A.A.C.G.S agrees to provide regular reports to the City setting forth the use and disbursement of the ARP funds provided pursuant to the terms of this Agreement.

Section 8. A.A.C.G.S agrees to provide all reports, which may be required by the City for compliance with the ARP statute and any other federal or state law, statute or other regulation.

Section 9. A.A.C.G.S 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 A.A.C.G.S receives and uses the ARP funds from or through the City.

Section 10. A.A.C.G.S agrees to comply with Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1968; Section 104(b) and Section 109 of the Housing and Community Development Act of 1974, as amended; Section 504 of the Rehabilitation Act of 1973; the American with Disabilities Act of 1990 as amended and the Age Discrimination Act of 1975 as amended.

Section 11. A.A.C.G.S hereby assumes liability for and agrees to protect, hold harmless, and indemnify the City, its assigns, officers, employees, directors, agents and servants from and against all liabilities, obligations, losses, damages, penalties, judgments, settlements, claims, action, suits, proceedings, costs, expenses, and disbursements, including legal fees and expenses of whatever kind and nature, imposed on, incurred by or asserted against the City, its assigns, officers, employees, directors, agents and servants in any way relating to or arising out of any allegations, claims or charges regarding the use of the ARP funds, including but not limited to the violation by the A.A.C.G.S of any of its covenants or agreements under this Agreement, any act or failure to act done in connection with the performance or operation of A.A.C.G.S's use of ARP funds, 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 A.A.C.G.S programs or operations use of ARP funds.

Section 12. Under this agreement, A.A.C.G.S shall act as an independent contractor of the City, and shall not bind nor attempt to bind the City to any contract or agreement. As an independent contractor, AACGS shall obtain building permits and inspections from the City, as needed, though the City may elect to waive some or all of the fees associated with such.

Section 13. The City shall not be obligated to provide the funds to the A.A.C.G.S until and unless AACGS satisfactorily performs all of its obligations under this Agreement and, as the ARP funds would necessitate.

Section 14. All Notices shall be in writing and delivered in person, or by overnight delivery service with receipt, or deposited in the United States Mail, postage prepaid, by certified or registered mail, return receipt requested, to the address set forth below, or at such other place as a party may designate by written notice to all parties. A Notice shall be deemed given: (i) if personally delivered, on the date delivered; (ii) if by overnight delivery service, on the date delivered to the addressee; and (iii) if by mail, three (3) days after mailing.

To City: City Manager
 City of Decatur
 #1 Gary K. Anderson Plaza
 Decatur, IL 62523

To A.A.C.G.S: Evelyn Hood
 African-American Cultural & Genealogical Society of
 Illinois, Inc. Museum
 235 W. Eldorado Street
 Decatur, IL 62525

Section 15. This Agreement will be binding upon and inure to the benefit of the parties, their permitted assigns, and successors.

Section 16. Failure of either party to require strict compliance by the other party with any provision of this Agreement on one or more occasions will not constitute a waiver of the right to require strict compliance with the provision on any later occasion.

Section 17. This Agreement will be governed by and construed in accordance with the laws of Illinois. Exclusive venue for all proceedings regarding this Agreement shall be Macon County, Illinois.

Section 18. Any modification of this Agreement or additional obligations assumed by either party in connection this this Agreement will be binding only if evidenced in writing and signed by each party.

Section 19. Each provision of this Agreement is separable from the whole. If any portion of this Agreement is determined invalid, that invalidity will not impair the remaining provisions of this Agreement.

Section 20. Nothing herein will grant any right or interest hereunder to any person not specifically identified as a party hereto.

Section 21. Parties are barred from assigning or delegating the rights and/or duties set forth herein, and any attempted assignment or delegation will be null and void.

Section 22. This Agreement will constitute the entire agreement between the parties, and any prior understanding or representation of any kind preceding the Effective date, will not be binding upon either party except to the extent incorporated herein.

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

DATED this _____ day of _____, 2022.

City of Decatur, Illinois

African-American Cultural & Genealogical
Society of Illinois, Inc. Museum

By: _____

By: Evelyn B. Hood

Its: _____

Its: Founder & CEO

City Clerk

DATE: 3/17/2022

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Resolution Authorizing Lake Decatur Lease Agreement between the Decatur Park District, G & H Marine, Inc., and the City of Decatur

ATTACHMENTS:

Description	Type
Memorandum & Map of Basin 2	Cover Memo
Resolution	Resolution Letter
Lease Agreement	Backup Material

March 17, 2022

TO: Mayor Julie Moore Wolfe & Decatur City Council Members

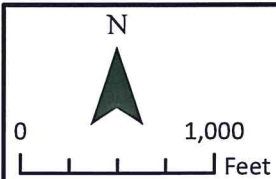
FROM: Scot Wrighton, City Manager 

RE: Marina Lease with Decatur Park District and G&H Marine

The proposed lease agreement formally memorializes the MOU previously approved by the City Council and the Decatur Park District to facilitate the installation of new covered docks in Basin 2 of Lake Decatur. The lease agreement has been formally approved and signed by both the Decatur Park District and G&H Marine prior to its presentation to the City Council. G&H Marine ordered, took delivery, and has largely completed the assembly of, new docks on the strength of the previous MOU so that the new docks could be in place near the start of the 2022 boating season. The Public Works Department is currently removing abandoned docks, piers and anchors in the area where the first 40 slips will be sited.

The proposed lease agreement largely tracks with the MOU except that the agreement includes reference to an exclusion zone. This means that the city and the park district agree to not permit the construction of any new private docks on this side of Basin 2 (other than those jointly agreed to by the city, park district and G&H Marine) on the northwest lake edge of Basin 2 only. A map of Basin 2 showing land ownership is attached). The City Council has already granted one waiver to one private dock, but no other waivers are anticipated. The extent of the exclusion zone has been a point of some debate. The park district has recommended that the exclusion zone extend from Route 36 to Lost Bridge Road; and they own all of the property adjacent to the lake's edge in this area (above the full-pool level). The 2011 Nelson Park Master Plan also recommends an exclusion zone in Basin 2 so that a marina operator has sufficient business to sustain long-term operations and continuity of services.

In the process of updating its records of persons interested in renting boat slips in Basin 2, the park district estimates that there may soon be sufficient interest to plan for another 40 slips (identical to the ones now being installed) as early as next year.



PROPERTY OWNERS ADJACENT TO BASIN 2 OF LAKE DECATUR



RESOLUTION NO. R_____

**RESOLUTION AUTHORIZING LAKE DECATUR LEASE AGREEMENT BETWEEN
THE DECATUR PARK DISTRICT, G & H MARINE, INC.,
AND THE CITY OF DECATUR**

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

Section 1. That the Lake Decatur Lease Agreement presented herewith to the City Council between the Decatur Park District, G & H Marine, Inc. and the City of Decatur, Illinois, be, and the same is hereby, received, placed on file, and approved.

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

PRESENTED and ADOPTED this 21st day of March 2022.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

LAKE DECATUR LEASE AGREEMENT

THIS LEASE AGREEMENT (hereafter the "Agreement") is entered into this ____ day of March, 2022 by and between the City of Decatur, an Illinois municipal corporation (hereafter "City"), the Decatur Park District, an Illinois unit of local government (hereafter "DPD"), and G & H Marine, Inc., an Illinois corporation (hereafter "G & H"), who hereby stipulate as follows:

WHEREAS, City owns the real property below Lake Decatur to an elevation of 615 feet above sea level; and,

WHEREAS, DPD owns certain land adjoining Lake Decatur in Basin 2, more specifically described on the northwest side of the lake between Route 36 and Lost Bridge Road; and,

WHEREAS, City and DPD desire to make improvements utilizing certain areas of the properties and areas described above and more particularly identified on Exhibit A attached hereto and incorporated herein (hereafter "Premises"); and,

WHEREAS, the parties mutually desire that G & H construct a marina for public use utilizing Premises (hereafter the "Project"); and,

WHEREAS, the parties previously executed a Memorandum of Understanding dated December 2, 2021 to establish key points for the Project; and

WHEREAS, in accordance with the Memorandum of Understanding, the parties desire to memorialize the terms of the Project in this legally binding Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **RECITALS.** The foregoing recitals are incorporated herein as fully stated as part of this Agreement.

2. **LEASED PREMISES.** Subject to the covenants and conditions of this Agreement, G & H leases from City and DPD the Premises"), together with the right of ingress and egress.

3. **USE OF PREMISES.** The Premises shall be used only for the construction and exclusive operation by G & H of a marina for public use (collectively, the "Permitted Use") and no other marina services, including docks may be constructed or undertaken on Premises by any person, organization or entity other than as set forth in this Agreement and shall be subject to the laws, regulations, ordinances and rules of the State of Illinois, the City of Decatur, and the Decatur Park District.

4. **TERM.** The Initial Term of this Agreement (the "Initial Term") is for twenty (20) years, commencing on the 1st day of April 2022, and ending on the 31st day of March, 2042. The Initial Term shall automatically renew for an additional 5-year term (the "Renewal Term")

unless City and/or DPD notify G & H in writing at least one (1) year prior to the termination of the Initial Term that they do not intend to renew this Agreement for a Renewal Term. This automatic renewal process shall apply during all Renewal Terms.

5. **POSSESSION.** Possession of the Premises shall commence on the date of execution of this Agreement. G & H shall make no claim against City or DPD for delay in obtaining possession.

6. **MARINA CONSTRUCTION.** G & H shall be solely responsible for financing and constructing the Project. The Project shall include, but is not limited to, construction of the following infrastructure on the Premises: floating covered docks, gangways, anchoring, dock utilities and all other infrastructure necessary for the operation of the marina. G & H shall also be responsible for the cost of preparing the Premises for said construction, including all costs of excavation, dredging, or other site work. DPD shall be solely responsible for the initial cost of installing electrical service and water service. G & H shall not be responsible for all electrical infrastructure leading up to the Premises which shall be the responsibility of DPD. G & H shall also not be responsible for removing any existing docks or debris on the Premises for Phase I of the Project or any additional Phases, with said responsibility to remove any existing docks and debris being the responsibility of the City. All site plans and improvements contemplated by this Agreement, including but not limited to, the above infrastructure shall be submitted by G & H to City and DPD for approval prior to commencing construction. DPD shall have the authority to grant or withhold final approval of the foregoing in the event of any disagreement between City and DPD. City shall retain complete and exclusive control over the construction, use of City property and the Lake, and will issue permits for all dock and lake improvements and infrastructure. G & H shall apply for all necessary building permits throughout the term of the project. G & H shall pay prevailing wage to all employees and subcontractors in accordance with the requirements of the Illinois Prevailing Wage Act.

The parties agree that G & H shall initially construct forty (40) slips during "Phase 1" of the Project. Phase 1 shall be completed on or before May 15, 2022 and constructed within the area designated for Phase 1 on Exhibit A. The parties acknowledge and agree that the value of the improvements constructed by G & H during Phase 1 shall not exceed \$400,000.00 for purposes of the early termination provisions of this Agreement, regardless of the actual costs incurred.

G & H shall perform additional phases of the Project when DPD presents G & H with written notification that requests or applications for at least twenty (20) additional slips were received. G & H shall construct additional phases of the Project within twelve (12) months of receipt of notification, and in increments of at least twenty (20) slips. Additional phases shall be completed within the "Future Phase Development Zone" designated on Exhibit A. the Parties agree to meet in good faith on at least a yearly basis during the Term of this Agreement to discuss future expansion plans and the "Future Development Zone." The parties shall document the exact timeline and requirements for each Phase via a written amendment executed by all parties and attached to this Agreement.

If G & H fails to complete Phase 1 or any future phase of the Project as required by this Agreement, City and DPD may elect to terminate this Agreement pursuant to written notice provided to G & H. Upon receipt of said notice, G & H shall remove all property not belonging to City or DPD within thirty (30) days. All improvements constructed in accordance with this Agreement shall be considered DPD property upon the termination of this Agreement for any reason. However, any boat lifts installed on the Premises shall remain the sole property of their owner (G & H or the slip renter).

The marina shall be named Pier 36. G & H shall manage, operate, and maintain the marina during the Term of this Lease under the supervision of City and DPD as provided herein.

7. **EXCLUSION ZONE.** The northwest side of Lake Decatur between Route 36 and Lost Bridge Road (Basin 2) shall be designated as the "Exclusion Zone." Throughout the Term of this Agreement, no new docks shall be constructed within the Exclusion Zone except as provided in this Agreement or as agreed to by the City and DPD. G&H will construct all docks in the exclusion zone.

8. **MARINA MAINTENANCE AND OPERATION.** Upon completion of Phase 1 of the Project, and continuing throughout the Term of this Agreement, G & H shall be solely responsible for the operation, maintenance, repairs, and general upkeep of the Premises, and all improvements constructed thereon, to the satisfaction of City and DPD. City shall not be responsible for nor have any duties relating to the operation, dock rentals, maintenance, repairs, and general upkeep of the Premises. If G & H fails to maintain the Premises in a satisfactory condition, City or DPD shall provide written notice to G & H. Upon receipt of said notice, G & H shall return the Premises to a satisfactory condition within thirty (30) days. If G & H fails to return the Premises to a satisfactory condition within thirty (30) days, or if G & H receives more than one (1) such a notice from City and/or DPD within any twelve (12) month period, G & H shall be considered to be in default under the provisions of this Agreement. If G&H is in default and/or fails to operate the Marina, DPD shall assume the Marina operations until another marina operator is under contract to assume the Marina operations.

9. **INDEMNITY AND LIABILITY INSURANCE (G & H).** G & H shall at all times during the term of this Agreement indemnify, defend and hold City and DPD harmless from all loss, liability, costs, damages and expenses that may occur or be claimed with respect to any person or persons, or property on or about the Premises or to the Premises resulting from any act done or omission by or through G & H, its agents, owners, employees, contractors or subcontractors, invitees or any person on the Premises by reason of G & H's use or occupancy or resulting from G & H's abandonment or possession of said property and any and all loss, cost, liability or expense resulting therefrom, unless said loss, liability, cost, damage and/or expense is the result of the negligent act or omission of any employee or agent of the City or DPD in which case G & H shall not be responsible for indemnifying, defending and holding the City and DPD harmless. G & H shall maintain, at all times during the Term, comprehensive general liability insurance in an insurance company licensed to do business in Illinois and satisfactory to City and

DPD, properly protecting and indemnifying City and DPD with single limit coverage of not less than \$1,000,000.00 for injury to or \$2,000,000.00 for death of persons and \$500,000.00 for property damage. During the Term, G & H shall furnish City and DPD with a certificate or certificates of insurance, in a form acceptable to City and DPD, covering such insurance so maintained by G & H and naming City and DPD as additional insureds. It shall be the affirmative duty of the G & H its contractors and subcontractors to provide proof of the above insurance coverage requirements. City or DPD's failure to request direct proof of insurance shall not constitute a waiver of the above requirements.

10. **SLIP RENTAL.** The slips constructed pursuant to the Project shall be exclusively for lease by the public. G & H shall manage the rental of all slips within the Marina and shall be responsible for collecting all slip rental fees. All slips shall be rented pursuant to written agreements in substantially the form of Exhibit B attached hereto and incorporated herein. G & H shall pay DPD twenty percent (20%) of the gross annual slip rental revenue collected by G & H in consideration of DPD providing utility connections as required by this Agreement. Said payment shall be made on or before October 1st of each year. G & H shall pay a late charge in the amount of 5% if any amount remains unpaid on the tenth (10th) day after same is due. G & H shall provide DPD with copies of all signed leases, rent rolls, and payment records upon request by DPD. G & H shall pay an annual fee of One Hundred Dollars (\$100.00) to the City for a group dock license in lieu of separate licenses for each dock and slip. If this Agreement is terminated for any reason, DPD or its chosen agent shall manage the rental of all slips. City shall approve any qualified agent chosen by DPD and said approval shall not be unreasonably withheld or delayed.

11. **FUTURE REVENUE.** The parties acknowledge and agree that future phases of development may provide opportunities for the generation of revenue in addition to slip rental fees. Said opportunities may include but are not limited to: the sale of concessions, the sale of alcohol, the sale of boating equipment and gear, the sale of bait and tackle, the sale of fuel, providing vessel maintenance services (such as winterizing), and the rental of boats or personal watercraft. G & H shall not engage in any revenue-generating activity on the Premises without the prior written approval of the City and DPD. The City and DPD shall give G & H the right of first refusal before engaging any other person and/or entity in any revenue-generating activity on the Premises or as part of any future phases of development within the "Future Development Zone." Prior to commencement of any revenue-generating activity, G & H and DPD shall negotiate in good faith to determine the percentage of revenue to be paid to DPD for each activity. The terms of said agreement shall be evidenced by a written amendment to this Agreement signed by G & H and DPD. Accordingly, G & H shall be solely responsible for any capital costs associated with, or needed to support, additional revenue generating services.

12. **TAXES ON LEASEHOLD.** G & H shall be responsible for and shall pay before delinquency all municipal, county, or state taxes assessed during the term of this Agreement against any leasehold interest or personal property of any kind owned by or placed in, upon, or about the Premises by G & H.

13. **OPERATING EXPENSES.** The parties hereby agree that this shall be a triple net Agreement, and City and DPD shall have no obligation to provide any services, perform any acts or pay any expenses, charges, obligations or costs of any kind whatsoever with respect to the Premises, and G & H hereby agrees to pay one hundred percent (100%) of any and all "Operating Expenses" as hereafter defined for the entire term of the Agreement and any extensions thereof in accordance with specific provisions hereinafter set forth. The term "Operating Expenses" shall include all costs of operating and maintaining the Premises, and shall include, without limitation, real estate and personal property taxes and assessments, management fees, heating, electricity, water, waste disposal, sewage, operating materials and supplies, service agreements and charges, lawn care, snow removal, repairs, cleaning and custodial, security, insurance, the cost of contesting the validity or applicability of any governmental acts which may affect operating expenses, (including without limitation, all systems and equipment, i.e., HVAC systems, doors, windows and floors, if any), and all other costs of operating and maintaining the Premises, unless expressly excluded from Operating Expenses.

14. **ASSIGNMENT AND SUBLETTING.** G & H shall not assign, transfer or encumber this Agreement without the prior written consent of City and DPD, which said consent shall not be unreasonably withheld. G & H shall not sublease the Premises or any part thereof except as authorized by the slip rental provisions of this Agreement. For the purpose of this provision, any transfer of a majority or controlling interest in G & H (whether in one or more related or unrelated transactions), whether by transfer of stock, consolidation, merger, transfer of a partnership interest or transfer of any or all of G & H's assets or otherwise, or by operation of law, shall be deemed an assignment of this Agreement. Notwithstanding any permitted subletting, G & H shall at all times remain directly, primarily, and fully responsible and liable for compliance with all obligations under the terms and provisions of this Agreement.

15. **CONDITION OF PREMISES.** G & H acknowledges that it has inspected the Premises and G & H accepts the Premises in its present condition. Upon the termination of this Agreement (except for damage caused by fire or other perils) G & H, at its sole expense, shall (a) surrender the Premises in satisfactory condition as determined in the sole discretion of DPD, subject to reasonable wear resulting from uses permitted hereunder; (b) have removed all of G & H's personal property from the Premises, if any; (c) have repaired any damage to the Premises caused by the removal of G & H's personal property; and (d) leave the Premises free of trash and debris.

16. **EARLY TERMINATION.** If this Agreement is terminated prior to the natural expiration of the Initial Term or any renewal Term, City and DPD shall reimburse G & H the non-depreciated remaining value of the slips constructed on the Premises. The parties acknowledge and agree that the value of the improvements constructed pursuant to Phase 1 shall not exceed \$400,000.00. The amount of reimbursement to be paid to G & H upon termination of this Agreement shall be determined in accordance with a straight-line depreciation schedule attached hereto and incorporated herein as Exhibit C. The depreciation schedule for Phase 1 shall be drafted in a 20-year straight-line depreciation model to coincide with the length of the Initial Term of this Agreement. Exhibit C shall be supplemented as necessary in accordance with these

principles to account for value added to the Premises upon completion of future phases and to account for the length of any renewal terms. G & H shall provide City and DPD with written proof of construction costs incurred during any phase of the Project upon request.

17. **RIGHT OF ENTRY.** City and DPD or their agent(s) may enter the Premises at reasonable hours to inspect and do anything City and DPD may be required to do hereunder or which City and DPD deem necessary for the good of the Premises, any improvements thereon, or to otherwise promote the health, safety, and welfare of all tenants, guests, and invitees to the Premises.

18. **DAMAGE BY CASUALTY.** If, during the Term, the Premises are destroyed or damaged by fire or other casualty as to become uninhabitable for the Permitted Use, then in such event, at the option of City and DPD, this Agreement shall terminate from the date of such damage or destruction. City and DPD shall exercise this option to terminate this Agreement by notice in writing delivered to G & H within thirty (30) days after such damage or destruction. Upon such notice, G & H shall immediately surrender the Premises and all interest therein to City and DPD, and G & H's obligations under this Agreement shall terminate. If City and DPD do not elect to terminate this Agreement, this Agreement shall continue in full force and effect, and G & H shall expeditiously repair the Premises, placing the same in as good a condition as they were at the time of the damage or destruction. G & H shall further remove all rubbish, debris, merchandise, furniture, equipment and other personal property within five days after the request by City and DPD. No compensation or claim shall be made by G & H by reason of any inconvenience or loss of business arising from the necessity of repairing any portion of the building or the Premises.

19. **PERSONAL PROPERTY.** City and DPD shall not be liable for any loss or damage to any merchandise, inventory, goods, fixtures, improvements or other personal property of G & H or its invitees, employees, agents, or lessees in or about the Premises.

20. **UTILITIES AND SERVICES.** All utility costs incurred following the installation of electrical service by DPD shall be the sole responsibility of G & H. Utilities shall include, but are not limited to: water, sewer, electric, gas, garbage, phone, cable, and internet.

21. **LEGAL REQUIREMENTS.** G & H shall comply with all laws, regulations, ordinances and other public requirements now or hereafter affecting the Premises or the use thereof, and G & H shall indemnify, defend and hold City and DPD harmless from all expenses or damages resulting from its failure to do so.

22. **FIXTURES.** Except for G & H's personal property, all buildings, repairs, alterations, additions, improvements, installations and other fixtures installed or erected on the Premises, whether by or at the expense of City, DPD, or G & H, shall belong to DPD and shall remain on and be surrendered with the Premises at the expiration or termination of this Agreement. However, at City or DPD's option, G & H shall remove G & H's alterations or

improvements prior to the expiration of this Agreement and return the Premises to its original condition.

23. **WAIVER OF SUBROGATION.** As part of the consideration for this Agreement, each of the parties hereby releases the other party from all liability for damage due to any act or neglect of the other party occasioned to property owned by said parties which is or might be incident to or the result of a fire or other casualty against loss for which either of the parties is now carrying or hereafter may carry insurance; provided, however, that the releases herein contained shall not apply to any loss or damage occasioned by intentional acts of either of the parties, and the parties further covenant that any insurance they obtain on their respective properties shall contain an appropriate provision whereby the insurance company, or companies, consent to the mutual release of liability contained in this paragraph.

24. **DEFAULT AND REMEDIES.** If: (a) G & H fails to comply with any term, provision, condition or covenant of this Agreement; (b) G & H abandons the Premises; (c) any petition is filed by or against G & H under any section or chapter of the Federal Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof; (d) G & H becomes insolvent or makes a transfer in fraud of creditors; (e) G & H makes an assignment for benefit of creditors; or (f) a receiver is appointed for G & H or any of the assets of G & H, then in any of such events, G & H shall be in default and City or DPD shall provide thirty (30) days' written notice of default to G & H. If G & H fails to correct the default within thirty (30) days, City and/or DPD may declare this Agreement terminated and retake possession of the Premises immediately without further notice or process of court. City and/or DPD shall have the right and remedy to seek redress in the courts at any time to correct or remedy any default of G & H by injunction or otherwise, without such resulting or being deemed a termination of this Agreement. Further, City and DPD, regardless of whether this Agreement has been terminated, shall have the absolute right by court action or otherwise to collect any and all sums due from G & H to City or DPD under this Agreement which were or are unpaid at the date of termination.

25. **WAIVER.** The rights and remedies of City and DPD under this Agreement, as well as those provided by law, shall be cumulative, and none shall be exclusive of any other rights or remedies. A waiver by City or DPD of any breach or default of G & H shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default. It is agreed that the acceptance by City or DPD of any required payments subsequent to the date the same should have been paid shall not alter the covenant and obligation of G & H to make subsequent payments promptly upon the due date. Receipt by City or DPD of partial payment after G & H's default shall not be construed to be or constitute a cure of any such default. No receipt of money by City or DPD before or after the termination of this Agreement shall in any way reinstate, continue or extend the term above demised, or constitute waiver of any default.

26. **TOXIC OR HAZARDOUS MATERIALS.** G & H shall not store, use or dispose of any toxic or hazardous materials in, on or about the Premises without the prior written

consent of City and DPD. G & H, at its sole cost, shall comply with all laws relating to G & H's storage, use and disposal of hazardous or toxic materials. G & H shall be solely responsible for and shall defend, indemnify and hold City, DPD and their agents and employees harmless from and against all claims, costs and liabilities, including attorney's fees and costs, arising out of or in connection with the G & H storage, use or disposal of any toxic or hazardous material in, on or about the Premises including, but not limited to, removal, clean-up and restoration work and materials necessary to return the Premises, and any other property of whatever nature located on the Premises, to their condition existing prior to the appearance of toxic or hazardous materials on the Premises. G & H's obligations under this paragraph survive termination of this Agreement.

27. **NOTICES.** Any notice hereunder shall be sufficient if sent by certified mail as follows:

City of Decatur Attn: City Manager 1 Gary K. Anderson Plaza Decatur, IL 62523	Decatur Park District Attn: Executive Director 620 E. Riverside Ave. Decatur, IL 62521	G & H Marine, Inc. Attn: Registered Agent 2194 S. Imboden Ct. Decatur, IL 62521
CC: Corporation Counsel 1 Gary K. Anderson Plaza Decatur, IL 62523	CC: Edward F. Flynn P.O. Box 1760 Decatur, IL 62525	

28. **QUIET POSSESSION.** City and DPD agree, so long as G & H fully complies with all of the terms, covenants and conditions contained herein, G & H shall and may peaceably and quietly have, hold and enjoy the Premises for the Term, it being expressly understood and agreed that the covenant of quiet enjoyment shall be binding upon City and DPD, its heirs, successors or assigns.

29. **LEGAL AUTHORITY.** The undersigned, as authorized representatives of the parties, covenant and represent that each has full right, title, power and authority to make, execute and deliver this Agreement.

30. **BANKRUPTCY.** Neither this Agreement nor any interest therein nor any estate created hereby shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors by operation of law or otherwise during the Term or any renewal thereof.

31. **SUBORDINATION.** The Agreement, G & H's leasehold interest under the Agreement, and all improvements constructed pursuant to the Agreement, shall never, in any respect, be subject and subordinate to any mortgage, note, lien, mechanic's lien, or other agreement or encumbrance arising out of G & H's acts or omissions.

32. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties, and no modification of this Agreement shall be binding upon the parties unless evidenced by an agreement in writing signed by City, DPD, and G & H after the date hereof. The parties acknowledge and agree that any conflict between the provisions of the Memorandum of Understanding referenced herein and this Agreement shall be resolved in favor of this Agreement.

WHEREFORE, the parties have executed this Agreement as of the date first written above.

[The balance of this page is intentionally left blank. Signature page to follow.]

CITY OF DECATUR, an Illinois
municipal corporation,

BY: _____

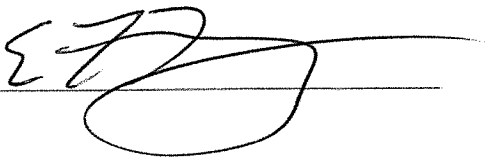
ATTEST:

DECATUR PARK DISTRICT, an Illinois
unit of local government,

BY: _____

BY: Clay Berhard - Executive Director

ATTEST:

BY: 

G & H MARINE, INC., an Illinois corporation

BY: Valerie Doran, President

ATTEST:

BY: 

EXHIBIT A

Legal Description of Premises

TO BE PROVIDED BY A LICENSED LAND SURVEYOR AFTER THE EXECUTION OF
THIS AGREEMENT

EXHIBIT B
Form Slip Lease

EXHIBIT C
Depreciation Schedule
TO BE PREPARED AFTER COMPLETION OF PHASE ONE

Public Works

DATE: 3/8/2022

MEMO: 2022-17

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT:

**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 Project 2021-04. Section No. 21-00104-00-TL.**

SUMMARY RECOMMENDATION:

It is recommended that the City Council adopt the attached Resolutions authorizing the Mayor to sign and the City Clerk to attest to the following items related to the traffic signals at the intersection of William Street (IL 105) and Country Club Road:

1. Resolution authorizing an agreement with the State of Illinois for traffic signal modernization at the intersection of William Street (IL 105) and Country Club Road. The Agreement is for \$36,000. This Resolution is Exhibit A in the City-State Agreement.
2. Resolution appropriating \$36,000 in State Motor Fuel Tax (MFT) Funds to pay for the City's portion of the traffic signal modernization as outlined in the City-State Agreement.

BACKGROUND:

State funding has been allocated for traffic signal modernization at William Street and Country Club Road. The State will be using federal safety funds to cover 80% of the project costs. The remaining 20% is split between the State and the City as per the traffic signal master agreement, which is 50/50 split, for this intersection. The total project cost is estimated at \$287,000.

City-State Agreement

The City - State Agreement includes the following items:

1. Clauses 3 and 4 state that the City will pass a resolution appropriating sufficient funds for the project. This estimated cost is identified as \$28,750 with a provision to provide the additional funds necessary to cover the actual costs. IDOT policy limits costs relating to traffic signals to not exceed 125% of the estimated costs. The City proposes to use \$36,000 in State Motor Fuel Tax funds to pay for its share of the traffic signal modernization costs.
2. Clauses 4 through 6 relate to utilities in the right-of-way and utility relocation requirements. There are no utility relocations expected on this project.
3. Clauses 7 and 8 outline the maintenance responsibilities of the City and the State for the traffic signals. This language is in accordance with the City's current traffic signal maintenance agreement with IDOT.

The preliminary plans are on file at the Public Works Department. The final plans will be approved by the Public Works Department prior to bidding by the State.

SCHEDULE: It is anticipated that work will begin late summer with substantial completion by the end of the year.

PRIOR COUNCIL ACTION: There have been no prior Council actions on this item.

POTENTIAL OBJECTIONS: None.

INPUT FROM OTHER SOURCES: Illinois Department of Transportation

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

BUDGET/TIME IMPLICATIONS:

Budget Operating Funds: Funding for the proposed project will be \$36,000 from State MFT funds.

Staffing Impact: The Illinois Department of Transportation will manage this project. There will be limited City staff involvement.

ATTACHMENTS:

Description	Type
2022-17 Resolution 1 Funding & Agreement with IDOT for Signals at Rt 105 Resolution Letter and Country Club W Exhibit 1	

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AN AGREEMENT WITH THE STATE OF ILLINOIS
FOR TRAFFIC SIGNAL MODERNIZATION OF WILLIAM STREET AT ITS
INTERSECTION WITH COUNTRY CLUB ROAD BY MUNICIPALITY UNDER THE
ILLINOIS HIGHWAY CODE
CITY PROJECT 2021-04
SECTION NO. 21-00104-00-TL**

WHEREAS, the CITY OF DECATUR desires to enter into an AGREEMENT with the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, for the traffic signal modernization of William Street (FAP 741) (IL 105) with Country Club Road (FAU 7452) in Decatur, and;

WHEREAS, in compliance with the aforementioned AGREEMENT, it is necessary for the CITY of DECATUR to appropriate sufficient funds to pay its share of the cost of said improvement.

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

Section 1. That the Agreement between the City of Decatur and the State of Illinois, for the traffic signal modernization of William Street (FAP 741) (IL105) with Country Club Road (FAU 7452) is hereby, received and placed on file.

Section 2. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute an Agreement between the City of Decatur, Illinois, and the State of Illinois, acting through its Department of Transportation, attached hereto as Exhibit 1 and made a part hereof, in the amount of \$36,000.

Section 3. That the CITY OF DECATUR agrees to appropriate the sum of Thirty-Six Thousand Dollars (\$36,000) or so much thereof as may be necessary, from any money now or hereafter allotted to the CITY OF DECATUR to pay its share of the cost of this improvement as provided in the Exhibit A of the AGREEMENT.

Section 4. That upon award of the contract for this improvement, the CITY OF DECATUR will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS, an amount equal to 50% of its obligation incurred under this AGREEMENT, and will pay to the said DEPARTMENT the remainder of the obligation (including any non-participating cost of the FA projects) in a lump sum, upon completion of the project based upon final costs.

Section 5. That the CITY OF DECATUR agrees to pass a supplemental resolution to provide any necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be sufficient to cover said cost.

Section 6. That the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Effingham, Illinois.

PRESENTED and ADOPTED this 21st day of March, 2022.

JULIE MOORE WOLFE, MAYOR

ATTEST: (SEAL)

KIM L. ALTHOFF, CITY CLERK

Exhibit 1

FAP 741 (IL 105)
Section: D7 SIGNAL MODERNIZATION 2019-2
CITY Section: 21-00104-00-TL
Macon County
Job No.: C-97-031-19
Agreement No.: JN 722 004
Contract No.: 74902

AGREEMENT

This agreement entered into this ____ day of _____, A.D., 2022, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the CITY OF DECATUR, in the State of Illinois, hereinafter called the CITY.

WITNESSETH:

WHEREAS, the STATE, in order to facilitate the free flow of traffic and insure safety to the motoring public, is desirous of improving the intersection of FAP 741 (IL 105) with Country Club Road (FAU 7452), State Section D7 SIGNAL MODERNIZATION 2019-2, CITY Section 21-00104-00-TL, all within the Corporate Limits of the CITY, by modernizing traffic signals and by performing all other work necessary to complete the improvement in accordance with the approved plans and specifications; and

WHEREAS, the CITY is desirous of said improvement in that same will be of immediate benefit to CITY residents and permanent in nature;

NOW, THERFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the plans, specifications and contract.
2. The STATE agrees to pay for all right-of-way, construction and engineering costs, subject to reimbursement by the CITY, as hereinafter stipulated.

3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as follows:

Type of Work	FEDERAL		STATE		CITY		Total
	Cost	%	Cost	%	Cost	%	
Traffic Signal Modernization at IL 105 & Country Club Road	\$200,000	80	\$25,000	10	\$25,000	10	\$250,000
<i>Subtotal</i>	<i>\$200,000</i>		<i>\$25,000</i>		<i>\$25,000</i>		<i>\$250,000</i>
P&C Engineering (15%)	\$30,000		\$3,750		\$3,750		\$37,500
Total	\$230,000		\$28,750		\$28,750		\$287,500

Participation and reimbursement shall be predicated by the percentages shown above for the specified work. Cost shall be determined by multiplying the final quantities by the contract unit prices plus 15% for construction and preliminary engineering. Participation by the CITY toward traffic signals shown above shall not exceed \$36,000 which represents 125% of their estimated construction and engineering cost.

- A. The CITY has passed a resolution appropriating sufficient funds to pay its share of the cost for this improvement, a copy of which is attached hereto as "Exhibit A" and made a part hereof, that upon award of the contract for this improvement, the CITY OF DECATUR will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS from any funds allotted to the CITY, an amount equal to 50% of its obligation incurred under this AGREEMENT, and will pay to the said DEPARTMENT the remainder of the obligation (including any non-participating costs on FA projects) in a lump sum, upon completion of the project based upon final costs.
4. The CITY shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
5. The CITY agrees to cause its utilities installed on right of way after said right of way was acquired by the STATE or installed within the limits of a roadway after the said

roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.

6. All CITY owned utilities, on STATE right of way within the limits of this improvement, which are to be relocated/adjusted under the terms of this Agreement, will be relocated/adjusted in accordance with the applicable portions of the Accommodation of Utilities of Right of Way, 92 Ill. Adm. Code 530. The CITY agrees to obtain from the STATE an approved permit for the facility, and to abide by all conditions set forth therein.
7. Upon acceptance by the STATE of the traffic signal work included herein the responsibility for maintenance and energy shall continue to be as outlined in the Master Agreement executed by the STATE and the CITY which became effective on July 1, 2021.
8. The STATE agrees to make arrangements with the local power company to furnish the electrical energy for the operation of the traffic signals. The CITY agrees to pay their proportionate share of this cost as billed by the local power company.
9. The CITY agrees to provide written approval of that portion of the plans and specifications relative to the CITY financial and maintenance obligations described herein, prior to the STATE's advertising for the aforescribed proposed improvement.
10. Obligations of the STATE and CITY will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.
11. This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

This agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

CITY of DECATUR

Attest:

Clerk

(SEAL)

By: _____
Julie Moore Wolfe
Mayor, City of Decatur

Date: _____

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Jeffrey P. Myers, P.E.
Region Four Engineer

Date: _____

Exhibit A

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AN AGREEMENT WITH THE STATE OF ILLINOIS
FOR TRAFFIC SIGNAL MODERNIZATION OF WILLIAM STREET AT ITS
INTERSECTION WITH COUNTRY CLUB ROAD BY MUNICIPALITY UNDER THE
ILLINOIS HIGHWAY CODE
CITY PROJECT 2021-04
SECTION NO. 21-00104-00-TL**

WHEREAS, the CITY OF DECATUR desires to enter into an AGREEMENT with the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, for the traffic signal modernization of William Street (FAP 741) (IL 105) with Country Club Road (FAU 7452) in Decatur, and;

WHEREAS, in compliance with the aforementioned AGREEMENT, it is necessary for the CITY of DECATUR to appropriate sufficient funds to pay its share of the cost of said improvement.

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

Section 1. That the Agreement between the City of Decatur and the State of Illinois, for the traffic signal modernization of William Street (FAP 741) (IL105) with Country Club Road (FAU 7452) is hereby, received and placed on file.

Section 2. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute an Agreement between the City of Decatur, Illinois, and the State of Illinois, acting through its Department of Transportation, attached hereto as Exhibit 1 and made a part hereof, in the amount of \$36,000.

Section 3. That the CITY OF DECATUR agrees to appropriate the sum of Thirty-Six Thousand Dollars (\$36,000) or so much thereof as may be necessary, from any money now or hereafter allotted to the CITY OF DECATUR to pay its share of the cost of this improvement as provided in the Exhibit A of the AGREEMENT.

Section 4. That upon award of the contract for this improvement, the CITY OF DECATUR will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS, an amount equal to 50% of its obligation incurred under this AGREEMENT, and will pay to the said DEPARTMENT the remainder of the obligation (including any non-participating cost of the FA projects) in a lump sum, upon completion of the project based upon final costs.

Section 5. That the CITY OF DECATUR agrees to pass a supplemental resolution to provide any necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be sufficient to cover said cost.

Section 6. That the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Effingham, Illinois.

PRESENTED and ADOPTED this 21st day of March, 2022.

JULIE MOORE WOLFE, MAYOR

ATTEST: (SEAL)

KIM L. ALTHOFF, CITY CLERK

STATE OF ILLINOIS)
COUNTY OF MACON)

I, Kim L. Althoff, Clerk in and for the CITY OF DECATUR, hereby certify the foregoing to be a true, perfect and complete copy of the resolution adopted by the CITY OF DECATUR at a meeting on March 21, 2022

Clerk

(SEAL)

APPROVED:
DEPARTMENT OF TRANSPORTATION

Jeffrey P. Myers, P.E.
Region Four Engineer

Date

FAP 741 (IL 105)
Section: D7 SIGNAL MODERNIZATION 2019-2
CITY Section: 21-00104-00-TL
Macon County
Job No.: C-97-031-19
Agreement No.: JN 722 004
Contract No.: 74902

EXHIBIT B
FINAL PLAN APPROVAL

WHEREAS, the CITY OF DECATUR has entered into an Agreement with the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, for the improvement of the intersection of FAP 741 (IL 105) with Country Club Road (FAU 7452), State Section D7 SIGNAL MODERNIZATION 2019-2, CITY Section 21-00104-00-TL, all within the Corporate Limits of the CITY, by modernizing traffic signals and by performing all other work necessary to complete the improvement in accordance with the approved plans and specifications; and

WHEREAS, in order to facilitate said improvement and in anticipation of said agreement, the CITY OF DECATUR hereby gives written approval of that portion of the plans and specifications relative to the CITY financial and maintenance obligations:

FINAL PLANS APPROVED this _____ day of _____, 2022

For: CITY OF DECATUR

By: _____
Paul Caswell, P.E.
Engineer, City of Decatur

Date: _____

Public Works

DATE: 3/11/2022

MEMO: 2022-18

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: 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.

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolution authorizing an Amendment to the Professional Engineering Services Agreement between the City of Decatur and AECOM Technical Services, Inc., for the not-to-exceed amount of \$243,705.80 to prepare the Decatur Intermodal Transportation Master Plan. The original Agreement was for \$430,000.

The remaining grant funds can only be used for planning purposes. If they are not utilized they must be returned to the State. The additional work to be performed by AECOM will make it easier to apply for transportation-related grant monies for future infrastructure projects in the study area.

BACKGROUND:

On September 29 and October 20, 2014, the City entered into agreements with the Illinois Department of Transportation (IDOT) and the Illinois Department of Commerce and Economic Opportunity (DCEO) to prepare a Midwest Inland Port Transportation Plan and a Capital Improvements Plan to Implement the Transportation Plan for the City. The general area to be studied was bordered by 22nd Street to the west, Brush College Road to the east, William Street to the south and I-72 to the north. The projects consisted of two distinct parts:

1. **Midwest Inland Port (MIP) Transportation Plan.** The focus of this work is to prepare a transportation plan for the MIP analyzing existing facilities and suggesting improvement opportunities for multi-modal freight hub development in Decatur and the Central Illinois region.
2. **Midwest Inland Port (MIP) Transportation Capital Improvements Plan (CIP).** The focus of this work is to prepare the CIP for the MIP Transportation Plan. The CIP was to include preliminary concept plans for recommended improvements.

Through a Request for Qualification and Proposal process, URS of Decatur, now AECOM, was

selected to perform the requested studies. The City Council approved an Engineering Services Agreement on February 2, 2015.

On June 22, 2015, DCEO suspended the project. The project was reinstated on May 15, 2020. Over the 5-year project suspension, IDOT funding for their portion of the study was withdrawn and only the DCEO portion remained in place. City staff reached out to AECOM to renegotiate the 2015 agreement with an adjusted scope of services and a reduced price tag in keeping with the DCEO grant.

The renegotiated scope of services includes the following tasks:

1. Overall project management
2. Stakeholder Outreach. This task will contact stake holders with a strong presence in the transportation corridor identified in the original project.
3. Determine Transportation Needs. This task will perform traffic counts, traffic crashes and analyze the transportation corridor.
4. Determine Transportation Improvement Recommendations. This task will update the City Travel Demand Model for the area and determine specific recommendation for transportation improvements the City should work toward in the future.
5. Evaluate Emerging Technology. This task will include additional stakeholder outreach to discuss intelligent transportation systems and how these systems can be used to improve transportation in the area.
6. Final Report. This task will summarize identified projects, costs and potential funding options.

This project will be funded 100% by the DCEO grant.

PRIOR COUNCIL ACTION:

- September 29, 2014 – City Council approved Resolution R2014-110, authorizing an Intergovernmental Agreement with the Illinois Department of Transportation providing \$180,000 for Midwest Inland Port Study.
- October 20, 2014 – City Council approved Resolution R2014-126, authorizing an Intergovernmental Agreement with the Illinois Department of Commerce and Economic Opportunity providing \$250,000 for the Midwest Inland Port Study
- February 2, 2015 – City Council approved Resolution R2015-11, authorizing a Professional Engineering Services Agreement between the City of Decatur and URS Corporation, for the not-to-exceed amount of \$430,000 to prepare the Midwest Inland Port Transportation Plan and Capital Improvements Plan.

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

INPUT FROM OTHER SOURCES:

SCHEDULE: A notice to proceed will be issued upon approval by the City Council. The project is expected to be completed by May 2023.

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

BUDGET/TIME IMPLICATIONS: This project is funded with a grant from the Illinois Department of Commerce and Economic Development.

ATTACHMENTS:

Description	Type
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	Resolution Letter
Scope of Work	Backup Material
Cost Estimate	Backup Material
Project Schedule	Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH
AECOM TECHNICAL SERVICES, INC. FOR PREPARATION OF THE DECATUR
INTERMODAL TRANSPORTATION MASTERPLAN
CITY PROJECT 2014-06**

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

Section 1. That the Amendment presented to the Council herewith as Exhibit 1 and made a part hereof, between the City of Decatur and AECOM Technical Services, Inc., for the preparation of the Decatur Intermodal Transportation Masterplan, City Project 2014-06, be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and the City Clerk be, and they are hereby, authorized and directed to execute said Amendment between the City of Decatur, Illinois and AECOM Technical Services, Inc., for a fee not to exceed \$243,705.80.

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

PRESENTED AND ADOPTED this 21st day of March 2022.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk



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

Amendment #1

Date: 3-21-2022 Project: Decatur
Amend. No. 1 ☐ Final Project Number: 2014-06

Consulting
Engineer: AECOM
Address: _____

I recommend that an ☐ addition of \$ 186,294.20 be made to the above contract.
☒ deduction

I recommend that an extension of _____ days be made to the above contract completion date.
The revised completion date is now May 31, 2023.

Amount of original contract	\$	<u>430,000.00</u>
Amount of previous amendments	\$	_____
Amount of current amendment	\$	<u>186,294.20</u>
Amount of adjusted/final contract	\$	<u>243,705.80</u>

☐ addition
Total net ☒ deduction to date \$ 186,294.20 which is 43.3 % of Contract Price

State fully the nature and reason for the amendment The DCEO Grant was suspended by the State on June 22, 2015, and was reinstated on May 15, 2020. The needs of the study had changed at the time of reinstatement and portions of the grant had been eliminated requiring a scope change.

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

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

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

Recommended _____
Public Works Director

_____ Date

Approved _____
Mayor
_____ Date

Attested _____
City Clerk
_____ Date

Decatur Intermodal Transportation Master Plan Scope of Work (SOW)

March 2, 2022

Overview

The purpose of this study is to develop a Transportation Master Plan (TMP) that will help local agencies and the MPO prioritize investments in transportation infrastructure to better integrate investments to produce greater economic benefit for Decatur and the Central Illinois region; to support the economic vitality of the area by capitalizing on freight movement trends in an effort to expand opportunities in Decatur to create or expand jobs and position the region to play a major role in the post-pandemic economy; to emphasize the preservation of existing transportation systems through improved maintenance; and, to promote efficient management and operation of the multimodal transportation hub in Decatur.

The study will focus on the evaluation of the traffic impacts associated with the current level of commerce and for future build out scenario(s) consistent with the supply chain optimization study (finalized in Spring 2019). The TMP will identify and address existing and future year traffic congestion (bottlenecks), safety concerns, and mobility challenges.

Study Area

The study area includes the industrialized northeast quadrant of Decatur. The study area is bounded by North 22nd Street to the west and North Brush College Road to the east, Illinois 105/Williams Street to the South and I-72 to the North.

Schedule

The AECOM Team (or, AECOM) will commence work after receiving a Notice to Proceed (NTP) from the City of Decatur. A draft TMP will be submitted to the City within 12 months of receiving the NTP. The final TMP will be delivered to the City no later than June 2023.

Budget

The budget to complete the Decatur Intermodal TMP will not exceed \$243,706.52. This accounts for \$6,293.48 previously invoiced under this agreement. See Attachment A – Cost Estimate.

Scope of Work

The AECOM Team will complete the following tasks associated with the development of the Decatur Intermodal TMP.

Task 1: Project Management

A. Project Management Plan (PMP)

The AECOM Team will develop a draft PMP that will be delivered to the City one (1) week before the Project kick-off meeting. Based on feedback at the kick-off meeting, the AECOM Team will revise the plan and submit a final PMP to the City two (2) weeks after the kick-off meeting. The PMP will establish a protocol for team calls, email communication, and meeting notes. It will also include a project schedule, list of deliverables, and a quality management plan.

B. Kick-off Meeting

The AECOM Team will conduct a project kick-off meeting with the City. An in-person and on-line (Microsoft Teams) participation option will be provided. This meeting will be used to review the draft PMP elements and the scope of work. The AECOM Team will provide a brief summary of the meeting to the City to review/confirm edits to the PMP and to document additional action items.

C. Invoicing and Progress Reports

The AECOM Team will submit monthly invoices and progress reports. The progress reports will include a brief summary of work completed during the past month and a brief overview of anticipated upcoming work and key milestones.

D. Monthly Project Management Team Calls

The AECOM Team will conduct monthly project management team calls with the City to discuss the study progress, upcoming tasks/meetings, project schedule, and other relevant project management related issues. An in-person and on-line (Microsoft Teams) participation option will be provided.

Task 1 Deliverable(s)

1. Draft and Final Project Management Plan.

- A draft and final PMP will be submitted to the City in an electronic (PDF) format. No hard copies are included. The AECOM Team will address one (1) round of edits to the draft plan.

Task 2: Stakeholder Outreach

The AECOM Team will conduct a limited stakeholder outreach to support the development of the TMP. This will consist of the following:

A. Stakeholder Meetings

The AECOM Team will conduct stakeholder outreach to the following:

- ADM
- Caterpillar
- Tate and Lyle
- Farm Progress Show
- Richland Community College
- T/CCI
- Macon County
- Economic Development Corporation
- Norfolk Southern
- Illinois Central-Canadian National
- IDOT
- Federal Highway Administration

This outreach will be conducted at the two (2) stages of the project. An initial outreach will be conducted early in the study process to discuss existing transportation conditions, identify transportation issues and/or concerns, and to discuss potential transportation/infrastructure improvements or concepts.

A second round of stakeholder meetings will be held to provide an overview of potential improvements, gather feedback to help refine the improvement concepts, and to prioritize overall investments that could become part of the final recommended transportation improvement program.

Task 2 Deliverable(s)

1. Stakeholder Meeting Notes.

- AECOM will submit brief meeting notes to the City. The meeting notes will summarize key discussion items from each stakeholder meeting. All meeting notes will be submitted electronically.

Task 3: Document Transportation Needs

The AECOM Team will document transportation needs through plan review, stakeholder interviews, data review and analysis, intersection turning movement counts, crash data review, safety and geometric analysis.

A. Plan Review

The AECOM Team will complete a desk review of up to eight (8) completed plans and studies impacting the study area. This review will focus primarily on the DUATS 2045 LRTP, the Supply Chain Optimization Study, the Decatur Area Transportation Efficiency Study (DATES). A short summary, including bulleted items, will be prepared to summarize the key findings. As appropriate, this summary will also incorporate key findings from the stakeholder meetings (see task 2). Additionally, the team will review the projects included in the most recent Transportation Improvement Program to determine potential impacts to the study area.

B. Traffic Data Collection

The AECOM Team will coordinate the following data collection efforts:

a. Turning Movement Counts

The AECOM Team (contracting with Quality Counts to conduct the field data collection) will collect peak hour (6:30-8:30AM, 3:30-5:30PM) turning movement traffic counts with mode classification (car, bike, pedestrian, single-unit heavy vehicle, multi-unit heavy vehicle) by video detection for a typical weekday at up to twenty-eight (28) intersections. The preliminary list of intersections includes the following:

- 1) Route 48 & I-72 WB ramps
- 2) Route 48 & I-72 EB ramps
- 3) Route 48 & Boyd Rd
- 4) Route 48 & Commercial Crossing
- 5) Route 48 & Brush College Rd
- 6) Route 48 & E Mound Rd
- 7) Route 48 & Robin Dr
- 8) Route 48 & Tanager Dr
- 9) 22nd Street & 27th Street
- 10) 22nd Street & Hubbard Ave
- 11) 22nd Street & E Pershing Rd
- 12) 22nd Street & E Pershing Rd slip
- 13) 22nd Street & Firestone Football Field Entrance (Caterpillar/Kenco Warehouse North Entrance)
- 14) 22nd Street & Caterpillar/Kenco Warehouse South Entrance
- 15) 22nd Street & T/CCI Manufacturing Entrance
- 16) 22nd Street & Division Street
- 17) 22nd Street & E Geddes Ave
- 18) 22nd Street & E Locust Street
- 19) 27th Street & ADM Distribution Entrance
- 20) 27th Street & Hubbard Ave
- 21) 27th Street & large facility entrance
- 22) 27th Street & E Pershing Rd
- 23) 27th Street & Caterpillar Entrance
- 24) 27th Street & E Parkway Dr
- 25) 27th Street & Caterpillar/Kenco Warehouse Entrance
- 26) 27th Street & E Harrison Street
- 27) 27th Street & Wallace Ave
- 28) 27th Street & E Garfield Ave

b. Railroad Crossing Activity

The AECOM Team (contracting with Quality Counts to conduct the field data collection) will collect data at up to three (3) railroad crossings to evaluate timing and duration of gate down periods and queueing during the peak hours including the following locations:

- 1) Railroad crossing south of 27th & Kile Street
- 2) Railroad crossing south of 22nd & Kile Street
- 3) Railroad crossing north of 27th & Garfield Ave

c. Twenty-Four Hour Traffic Counts

The AECOM Team will not conduct twenty-four hour traffic counts as part of this SOW. If possible, the AECOM Team requests that the City, and/or IDOT, place twenty-four hour traffic counters along the major corridors during the same time period that the intersection turning movement counts are being conducted (anticipated April 2022). This will be discussed as part of a project kick-off meeting.

C. Field Observations

The AECOM Team will conduct field observations to verify the existing roadway configuration and investigate and document traffic issues such as the frequency, duration, and severity of intersection queuing during peak hours. Additionally, field observations will be used to estimate actual saturation flow rates which will inform the technical analyses. The AECOM Team will compile, review, and distill collected data for use in the technical evaluation. No specific deliverable is associated with this task; however, as appropriate, the team will document key finding from the field observations in the existing conditions memo.

D. Crash Data Analysis

The AECOM Team will submit a crash data request to IDOT to obtain recent crash data in GIS shapefile format. This data will be plotted in ArcGIS to identify crash trends to help guide the development of traffic management strategies for the TMP. We anticipate using the most recent five (5) years of crash data that is available.

The data will be categorized by the given criteria including crash type (i.e., rear-end collisions, head-on collisions, and angle collisions), severity and location. The analysis will focus on identifying fatal and serious injury crashes. Tables and maps will be developed to identify crash patterns, analyze sources of crashes and develop corresponding countermeasures. This analysis will not provide intersection level crash analysis.

Task 3 Deliverable(s)

1. **Existing Conditions Memorandum** – AECOM will develop a memorandum that summarizes:
 - Key findings from the plan review.
 - Summary of the traffic/intersection count data and railroad crossing activity. This data will be used to analyze current am and pm peak hour intersection operations.
 - Summary of recent crash data for the study area and identification of priority areas for potential safety improvements.
2. **Turning Movement and Railroad Crossing Data** – AECOM will deliver the raw traffic count data to the City. This will be provided in the format received from Quality Counts data collection firm.

Task 4: Traffic Model and Recommendations

The following outlines the work to develop traffic models, feasibility level exhibits and to develop recommendations for the study area. The assessment will evaluate anticipated future needs based on projected

traffic volumes and identify the preferred concept to move forward. The study area for the modeling effort includes signalized intersections and major cross-streets along 27th and 22nd from approximately Locust Street to the I-72 interchange.

The AECOM Team will describe existing conditions and observed issues; perform traffic analyses and technical assessments and develop and assess three concepts to address current issues and future needs. The SOW includes the following:

A. DUATS Regional Travel Demand Forecasting Model

The AECOM Team will utilize the most current version of the DUATS travel demand forecasting model to develop future year growth factors. The model will be used “as is” meaning that no detailed updates or model calibration will be completed prior to running the scenarios. The AECOM Team will use the most current socioeconomic (SE) data as a starting point, and we will coordinate with the City to determine if any SE data (population or employment) updates are needed. This task is not intended to be a comprehensive update of the SE data (i.e., SE data will not be updated to a 2020 baseline as the US Census data is not yet available).

The AECOM Team will run a current base year and future year (2045) Existing plus Committed (E+C) scenario to identify the percent change in traffic volumes along major roadways within the study area. These growth factors will be used to develop future year (2045) turning movements. The model will also be used to analyze up to two (2) build scenarios, such as adding a new roadway connection or modifying roadway capacity.

B. Synchro Traffic Modeling

a. Existing Conditions

The AECOM Team will build an existing traffic model in Synchro of the study area to provide a baseline of comparison against alternative configurations being considered. Synchro models will be created for an AM peak period and PM peak period for up to twenty-eight (28) intersections. Current signal timing plans will be provided by the City of Decatur.

b. Future Conditions

Using growth factors derived from the Travel Demand Model, AECOM will build a future year traffic model in Synchro of the study area. Growth factors will be applied to existing traffic volumes/turning movements to project future forecast year traffic volumes at each intersection.

c. Concepts

AECOM will build Synchro models for up to three concepts. We anticipate these concepts will include the following:

i. 27th Street Widening

AECOM will develop Synchro models for the AM and PM peaks that incorporate the widening of 27th Street from two lanes to four lanes. Additional turn lanes will be added along 27th Street where necessary to facilitate projected traffic volumes.

ii. 22nd Street – 27th Street Connector

AECOM will develop Synchro models for the AM and PM peaks that incorporate a proposed roadway connection between 22nd Street and 27th Street just south of the existing Caterpillar facility. Additional spot intersection improvements will be incorporated where necessary along 22nd Street and 27th Street to facilitate projected traffic volumes.

iii. *Spot Geometric Improvements*

AECOM will develop Synchro models for the AM and PM peaks that incorporate localized spot improvements at intersections along 22nd Street and 27th Street within the study area. Potential geometric improvements will be considered in one (1) model run.

d. Measures of Effectiveness

Measures of effectiveness (MOEs) including delay, LOS and 95th percentile queues for each intersection as well as network performance metrics will be reported in table format for all Synchro models. Exhibits will be created to display traffic volumes in a graphic format. Both MOE tables and traffic volume exhibits will be included in the technical memorandum. AECOM will participate in one virtual coordination meeting related to task 4 with the City of Decatur project team.

e. Assumptions

1. Signal timing plans will be provided by the City of Decatur.
2. Growth factors (between the current base year and future year) will be obtained from the Travel Demand Model; the model will be used as is, meaning no network refinement to the base model or model calibration will be completed.
3. AECOM will provide responses to and incorporate one round of client comments.
4. Acceptable LOS Criteria will be established in coordination with the City prior to onset of modeling.
5. A new interstate interchange will not be evaluated as part of this study.
6. No signal warrant studies will be completed as part of this study.
7. No Autoturn movements will be run as part of this study.

C. Concept Development and Exhibits

AECOM will review the findings from Synchro and field studies to develop feasibility level exhibits for the recommended concept at up to 12 intersections. Exhibits will include dimensioned geometric plans and will provide a visual depiction of the impacts of the improvements on the surrounding land or adjacent buildings if applicable. Exhibits will be completed by overlaying linework onto aerial imagery to determine items like edge of pavement, roadway widths, turn bay lengths and other geometric details. Since topographic information will not be collected as part of this scope, the following will not be included or identified in the exhibits:

- Right-of-way limits unless provided by the City of Decatur in GIS format.
- Utility locations and conflicts
- Signal and lightpole locations and conflicts
- Building edges
- Environmental impact evaluation

Task 4 Deliverable(s)

1. **Modeling and Recommendations Technical Memorandum** – Findings and recommendations will be summarized in a technical memorandum, with the work performed at a conceptual/ feasibility level. An initial draft of the document will be submitted to the City of Decatur for review, with the final document revised to incorporate the City of Decatur's comments. The AECOM Team will develop a technical memo that summarizes the following:

- Travel Demand Model Growth Factors (current conditions projected to 2045)
- AM/PM Synchro models for Existing Conditions
- AM/PM Synchro models for Future Conditions
- AM/PM Synchro models for Concept 1: 27th Street Widening

- AM/PM Synchro models for Concept 2: 22nd Street – 27th Street Connector
- AM/PM Synchro models for Concept 3: Spot Geometric Improvements
- Exhibits and tables displaying MOEs, traffic volumes and geometric recommendations at select intersections.

Task 5: Emerging Technology Evaluation

The following outlines the work to develop recommendations for the application of emerging transportation technologies, or intelligent transportation systems (ITS), within the study area to address stakeholder needs and identified operational issues.

A. Data Collection

a. Document Review

The AECOM Team will collect information about existing conditions within the study area, including traffic signal inventory, crash data, operational and maintenance agreements, and the results of the traffic analysis performed as part of Synchro modeling. Additionally, the team will review the Transportation Improvement Program and Illinois Statewide ITS Architecture for reference in subsequent subtasks. AECOM will review, compile, and distill this data for use in the Concept of Operations and ITS Implementation Plan. Traffic signal inventory, crash data, and operational and maintenance agreements will be provided by the City of Decatur.

b. Stakeholder Outreach

Outreach and coordination with stakeholders will include the following:

- One-on-one interviews with key stakeholder staff: AECOM will conduct up to five (5) interview sessions will be conducted with key stakeholders. The purpose of the interviews is to identify existing traffic management capabilities and associated roles and responsibilities; planned technology projects; and stakeholder transportation needs and desired services/functions within the project area. The interviews will be conducted virtually. The consultant will provide summaries of all interviews.
- Stakeholder workshop: AECOM will conduct one (1) virtual workshop with project stakeholders to report and prioritize needs and services identified during data collection and stakeholder interviews. The team will present potential technology applications and associated benefits based on the identified needs and services. Operational scenarios will be used to demonstrate how the technologies will enhance current transportation operations in the project area.

B. ITS Implementation Plan

AECOM will leverage data collected under Task 5.A to develop an ITS Implementation Plan that correlates identified stakeholder needs to recommended technology deployments. The ITS Implementation Plan will consist of three primary sections: concept of operations, technology assessment, and deployment plan.

a. Concept of Operations (ConOps)

A concept of operations demonstrates how stakeholders will interact to operate and implement ITS and interfaces. The ConOps identifies “what needs to be done” and lays the groundwork for “how to get there.” The ConOps will include the following subsections:

- i. Scope – defines the document purpose, the project goals and objectives, and the methodology used to prepare the document
- ii. Reference documents – identifies external information sources for the document's content
- iii. Description of the current situation – documents existing conditions including stakeholders and their roles and responsibilities, the transportation services they provide, and the infrastructure assets they apply to provide services
- iv. Justification for changes – presents transportation needs for the project area raised during the stakeholder outreach process, as well as desired services and functions to address the needs
- v. Proposed system concept – provides a discussion of each proposed transportation service and associated functions for proposed ITS solutions, including:
 1. Participating stakeholder organizations
 2. Their roles and responsibilities in delivering, operating, and maintaining the deployed systems
 3. How and what information will be shared with other organizations

b. Technology Assessment

This task involves the evaluation of various ITS technologies and strategies for potential use in the study area based on the results of outreach efforts and the proposed system concept developed with stakeholder input. This includes an examination of various ITS strategies and technologies that have been implemented elsewhere in the region and the country to address similar transportation needs. These ITS solutions will be assessed to determine their suitability for addressing the identified stakeholder needs and associated desired services/functions. The ITS solutions will be prioritized for implementation based on feedback gathered during the stakeholder workshop.

c. Deployment Plan

Based on the results of the technology assessment, AECOM will develop an ITS Deployment Plan that identifies up to five (5) ITS projects for the study area. The plan will contain recommendations for the general direction that the City and the other key stakeholders should take to prioritize the allocation of funds for the deployment of the identified ITS technologies considering factors like:

- i. Constraints and opportunities
- ii. Implementation & operational strategy issues
- iii. Project phasing
- iv. Procurement
- v. Funding
- vi. Legal issues
- vii. Required agreements

One-page project descriptions will be included in the ITS Deployment Plan that address:

- i. Lead agency and project partners
- ii. Deployment timeframe
- iii. Needs, services, and functions addressed
- iv. Expected benefits
- v. Conceptual cost estimate (capital and operations & maintenance)
- vi. Associated maps and images
- vii. Potential funding opportunities

The ITS Implementation Plan will use operational scenarios to demonstrate the positive operational impacts that the projects will create.

C. Coordination Meetings

AECOM will participate in two (2) virtual coordination meetings related to task 5 with the City of Decatur team. The first will involve the identification of goals for this task and data collection. The second will involve review of task deliverables.

Task 5 Deliverable(s)

1. ITS Stakeholder Outreach

- Agendas and meeting notes for five (5) stakeholder interviews
- Agenda and meeting notes for the stakeholder workshop

2. ITS Implementation Plan Technical Memorandum – AECOM will provide a draft and final plan. One (1) round of client edits/comments will be addressed.

Task 6: Documentation

The following outlines the work to develop the draft and final elements of TMP.

A. Transportation Master Plan Report

AECOM will compile the results/analysis from the previous tasks into a draft and final TMP report. The TMP will include the following:

a. Project Summary and Sequencing

AECOM will develop one-page project summaries for the twelve (12) concept designs and the five (5) technology improvements. The summaries will describe the proposed improvement and contain information that can be used by the City, or other agencies, in developing a scope of services for future projects, or for incorporating projects into the DUATS Transportation Improvement Program. The projects will also be summarized in an Excel file.

The AECOM Team will review the potential improvements and will develop a proposed project sequencing, or high-level schedule to identify which improvements should occur first, or if certain projects should be combined into one larger project.

b. High-Level Planning Cost Estimates

AECOM will utilize the concept designs to develop high-level planning cost estimates. The AECOM Team will confirm standard unit costs with the City of Decatur and will use these unit costs to develop project level estimates (in current year dollars). AECOM will utilize a standard intersection calculation form to develop the cost estimates.

c. Potential Funding Strategies

For projects recommended by AECOM, AECOM will provide general information on potential funding strategies that the City, or other relevant agencies, can use to support efforts to construct/implement the recommended projects. AECOM will also use its best efforts to work with the City to identify recommended projects that could potentially be eligible for specific grants or other funding sources/opportunities, and if applicable, AECOM may identify next steps to help the City's efforts in pursuing such opportunities. AECOM cannot guarantee that all

potential funding opportunities have been identified or that any project, or projects, will ultimately be funded. While AECOM can assist the City in the City's efforts, AECOM cannot itself directly secure any funding for, or on behalf of the City.

Task 6 Deliverable(s)

1. Draft and Final TMP

- One (1) round of client edits/comments will be addressed and incorporated into the final TMP report.
- All files will be provided electronically. No hard copies are included in the cost estimate.
- Excel file summarizing the recommended projects.

Attachment A - Decatur Intermodal Transportation Master Plan - Project Budget

3/2/2022

2.75 Multiplier		AECOM Staff Hours												AECOM Hourly Rates / Task Budget																				
Tasks		Other Direct Costs (ODC)	Nader Mostafa	Decatur Office Staff	Nandan Baheti	Patrick Jordan	Jenna Brose	John Schwalbach	Jim Meyer	Jeana Dodson	Nagaraju Kashayi Chowdojirao	Kevin Polk	Matt Letourneau	Nader Mostafa	Decatur Office Staff	Nandan Baheti	Patrick Jordan	Jenna Brose	John Schwalbach	Jim Meyer	Jeana Dodson	Nagaraju Kashayi Chowdojirao	Kevin Polk	Matt Letourneau										
1	Project Management																																	
A Project Management Plan (PMP)								2	4											\$517	\$790													
B Kick-off Meeting								2	4				2							\$517	\$790			\$548										
C Invoicing and Progress Reports								8	10	24										\$2,068	\$1,975	\$2,411												
D Monthly Project Management Team Calls								14	14				4							\$3,618	\$2,765			\$1,097										
Task 1 Total		\$0	88													\$17,095																		
2	Stakeholder Outreach																																	
A Stakeholder Meetings								48	8											\$12,405	\$1,580													
Task 2 Total		\$0	56													\$13,985																		
3	Document Transportation Needs																																	
A Plan Review						16			8								\$1,801			\$1,580														
B Traffic Data Collection																																		
Intersection Counts - 28 (ODC)		\$11,284																																
Railroad Gate times - 3 (ODC)		\$1,944																																
C Field Observations				33											\$3,267																			
D Crash Data Analysis					20	40			20				32	2			\$1,854	\$4,502		\$3,950			\$3,814	\$548										
Task 3 Total		\$13,228	171													\$21,315																		
4	Traffic Model and Recommendations																																	
A DUATS Travel Demand Forecasting Model									20		32									\$3,950		\$5,110												
B Synchro Traffic Modeling																																		
a Existing Conditions					80	20											\$7,414	\$2,251																
b Future Conditions					40	10											\$3,707	\$1,126																
c.i 27th St Widening					40	10											\$3,707	\$1,126																
c.ii 22nd St – 27th St Connector					40	10											\$3,707	\$1,126																
c.iii Spot Geometric Improvements					40	10											\$3,707	\$1,126																
d Measures of Effectiveness					80	80	36					16					\$7,414	\$9,005	\$7,072				\$1,907											
d Coordination Meeting						3	2						2				\$338	\$393					\$548											
C Concept Development and Exhibits (12) QA/QC			192										24	\$25,112										\$6,582										
Task 4 Total		\$0	787													\$96,424																		
5	Emerging Technology Evaluation																																	
A Data Collection																																		
a Document Review					8											\$741																		
b Stakeholder Outreach					12							20				\$1,112							\$5,485											
B ITS Implementation Plan																																		
a Concept of Operations (ConOps)					80							48				\$7,414							\$13,163											
b Technology Assessment					28							12				\$2,595							\$3,291											
c Deployment Plan					60	12						16	40			\$5,561	\$1,351					\$1,907	\$10,969											
QA/QC													8										\$2,194											
C Coordination Meetings								4				4							\$1,034				\$1,097											
Task 5 Total		\$0	352													\$57,913																		
6	Documentation																																	
A Transportation Master Plan Report																																		
a Project Summary and Sequencing			3		8	4	8	2	2			2		\$392		\$741	\$450	\$1,571	\$517	\$395			\$548											
b High-Level Planning Cost Estimates			4		6	6	20		2			2		\$523		\$556	\$675	\$3,929		\$395			\$548											
c Potential Funding Strategies							4	2	8			2					\$786	\$517	\$1,580				\$548											
Report Preparation/Graphics/Etc. QA/QC					12	12			16			20	2			\$1,112	\$1,351		\$517	\$3,160		\$2,384		\$548										
Task 6 Total		\$0	149													\$23,745																		
Totals		ODCs \$13,228	Hours 1603													Labor \$230,478																		
Total Project Budget		\$243,705.80			Hours										Summary										AECOM Labor									

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Decatur Intermodal Transportation Master Plan - Project Schedule

Task	2022										2023					
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	
1 Project Management																
2 Stakeholder Outreach			Round 1				Round 2									
3 Document Transportation Needs																
Plan Review																
Traffic Data Collection / Processing																
Field Observations																
Crash Data Analysis																
Memo																
4 Traffic Model and Recommendations																
Travel Demand Forecasting Model																
Synchro Traffic Modeling																
Concept Development																
Memo																
5 Emerging Technology Evaluation																
Data Collection																
ITS Implementation Plan																
Coordination Meeting																
Memo																
6 Documentation													DRAFT	REVIEW	FINAL	

Updated: 3-4-2022

 Kick-off Meeting (PMP provided to City one week before meeting)

 Invoicing and Progress Reports

Public Works

DATE: 3/8/2022

MEMO: 2022-17

TO: Honorable Mayor Moore Wolfe and city Council Members

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

SUBJECT:

Resolution to Appropriate State Motor Fuel Tax Funds to Pay the City's Portion for the Traffic Signal Modernization for the Intersection of William Street and Country Club road by Municipality under the Illinois Highway Code
City Project 2021-04
Section No. 21-00104-00-TL

ATTACHMENTS:

Description	Type
Resolution to Appropriate State MFT Funds to Pay the City's Portion for the Traffic Signal Modernization for the Intersection of William Street and Country club Road by Municipality Under the Illinois Highway Code, CP 2021-04, Section No. 21-00104-00-	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION TO APPROPRIATE STATE MOTOR FUEL TAX FUNDS TO PAY THE
CITY'S PORTION FOR THE TRAFFIC SIGNAL MODERNIZATION FOR THE
INTERSECTION OF WILLIAM STREET AND COUNTRY CLUB ROAD BY
MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE
CITY PROJECT 2021-04
SECTION NO. 21-00104-00-TL**

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

Section 1. That there is hereby appropriated the sum of \$36,000 of State Motor Fuel Tax funds for the purpose of rehabilitation of streets and highways under the applicable provisions of the Illinois Highway Code.

Section 2. That only those streets, highways; and operations as listed and described as part of the traffic signal modernization project at William Street (IL 105) and Country Club Road (FAU 7452), are eligible for State Motor Fuel Tax funds and shall be designated as Section 21-00104-00-TL.

Section 3. That the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period.

Section 4. That the Clerk shall immediately transmit four certified copies of original BLR 09110 forms, attached hereto as Exhibit 1 and made a part hereof, and transmit with two certified copies of this resolution to the district office of the Department of Transportation, at Effingham, Illinois.

PRESENTED and ADOPTED this 21st day of March 2022.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

I, Kim Althoff Clerk in and for the City
of Decatur, County of Macon
(City, Town or Village)

hereby certify the attached Resolution No. _____ to be a true, perfect and complete copy of a resolution adopted by

the City Council at a meeting on March 21, 2022
(Council or President and Board of Trustees) Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 21st day of March, 2022.

(SEAL) _____ City Clerk
(City, Town or Village)

Approved _____ Regional Engineer Department of Transportation _____ Date
--



Exhibit 1
Resolution for Improvement
Under the Illinois Highway Code



Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

Section Number

21-00104-00-TL

BE IT RESOLVED, by the Council of the City

Governing Body Type

Local Public Agency Type

of Decatur

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
IL 105 and Country Club Rd	0.01	FAP 741	Country Club Rd	Country Club Rd

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Modernize traffic signals at IL 105 (William St) at its intersection with Country Club Rd.

2. That there is hereby appropriated the sum of Thirty-Six Thousand Dollars and 00/100-----

Dollars (\$36,000.00) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Kim L. Althoff

City

Clerk in and for said City

Name of Clerk

Local Public Agency Type

Local Public Agency Type

of Decatur

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council

of Decatur

at a meeting held on March 21, 2022

Governing Body Type

Name of Local Public Agency

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 21 day of March, 2022

Day

Month, Year

(SEAL)

Clerk Signature

Date

Approved

Regional Engineer

Department of Transportation

Date

Instructions for BLR 09110 - Page 1 of 2

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a Local Public Agency (LPA) wants to construct an improvement using Motor Fuel Tax(MFT) funds. Refer to Chapter 9 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Is this project a bondable capital improvement?

Check Yes if the project was a bondable capital improvement, check no if it is not. An example of a bondable capital project may include, but is not limited to: project development, design, land acquisition, demolition when done in preparation for additional bondable construction, construction engineering, reconstruction of a roadway, designed overlay extension or new construction of roads, bridges, ramps, overpasses and underpasses, bridge replacement and/or major bridge rehabilitation. Permanent ADA sidewalk/ramp improvements and seeding/sodding are eligible expenditures if part of a larger capital bondable project. A bondable capital improvement project does not mean the LPA was required to sell bonds to fund the project, however the project did meet the criteria to be bondable.

Resolution Number

Enter the resolution number as assigned by the LPA, if applicable.

Resolution Type

From the drop down box choose the type of resolution:

- Original would be used when passing a resolution for the first time for this project.
- Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions.
- Amended would be used when a previously passed resolution is being amended.

Section Number

Insert the section number of the improvement the resolution covers.

Governing Body Type

From the drop down box choose the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.

LPA Type

From the drop down box choose the LPA body type. Types to choose from are: County, City, Town or Village.

Name of LPA

Insert the name of the LPA.

Contract or Day Labor

From the drop down choose either Contract or Day Labor.

Roadway/Street Improvements:

Name Street/Road

Insert the name of the Street/Road to be improved. For additional locations use the Add button.

Length

Insert the length of this segment of roadway being improved in miles.

Route

Insert the Route Number of the road/street to be improved if applicable.

From

Insert the beginning point of the improvement as it relates to the Street/Road listed to the left.

To

Insert the ending point of the improvement as it relates to the Street/Road listed to the left.

Structures:

Name Street/Road

Insert the name of the Street/Road on which the structure is located. For additional locations use the Add button.

Existing Structure No.

Insert the existing structure number this resolution covers, if no current structure insert n/a.

Route

Insert the Route number on which the structure is located.

Location

Insert the location of the structure.

Feature Crossed

Insert the feature the structure crosses.

1

Insert a description of the major items of work of the proposed improvement.

2

Insert the dollar value of the resolution for the proposed improvement to be paid for with MFT funds in words followed by in the same amount in numerical format in the ().

Instructions for BLR 09110 - Page 2 of 2

Name of Clerk	Insert the name of the LPA clerk.
LPA Type	Insert the type of clerk based on the LPA type. Types to choose from are: County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	Insert the type of administrative body. choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day Clerk is signing the document.
Month, Year	Insert the month and year of the Clerk's signature. Seal The Clerk shall seal the document here.
Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation shall sign and date here once approved.

**A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District office.
Following IDOT's approval, distribution will be as follows:**

Local Public Agency Clerk
Engineer (Municipal, Consultant or County)
District

Information Technology

DATE: 3/21/2022

MEMO: 2022-02

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: James Edwards, Director Information Technology Department

SUBJECT: Authorization for Mayor to enter into a Memorandum of Understanding (MOU) Agreement and associated Sales Order with Howard G. Buffett Foundation (HGBF) to provide Internet Access through the City of Decatur.

SUMMARY RECOMMENDATION: Staff recommends that the City Council approve the attached resolution, authorizing the Mayor to execute a Memorandum of Understanding Agreement and associated Sales Order with the HGBF to provide Internet Access through the City's Illinois Century Network internet service connection.

BACKGROUND:

In 2018, the City completed Phase II of its city-wide fiber network which established direct fiber connections to the Illinois Century Network who provides state of the art symmetrical fiber-based internet access for Municipalities, Local and State Government, Schools, Libraries, Businesses, and other entities who are interested. This provides for an extraordinary opportunity to partner with other organizations to share symmetrical internet resources at a low monthly cost to those who participate.

HGBF has interest in sharing the City Fiber Network to transport internet access for its own exclusive use. HGBF will pay for their agreed upon portion of this internet access through the attached Memorandum of Understanding Agreement and associated Sales Order from the City of Decatur.

The attached MOU is a bit different than the standard version we have used for other customers. I have attached a redline version so council can see the differences, but a brief explanation is in order here. Some of the changes were to personalize this agreement to HBGF. The first change of note is Article 7, it assumes that the City will have equipment at the Customers site but in this case we will not have City owned equipment at the customer site. That is why 7.1 was changed to "There will be no City Provided Equipment on Customer premises for City to maintain". Article 7.2 was stricken for the same reason and Article 7.3 became Article 7.2. Article 7.4, 7.5, and 8.2 was added by HGBF Counsel but was removed when the above changes were made. A minor change approved by City Corporate Counsel was made in Article 12.1 bullet 4. In 17.1, HBGF Counsel and City Corporate Counsel agreed to change the language as written. In 19.8 HGBF Counsel added a sentence in red, the City added the sentence in blue to insure we have current information concerning the customer using the service in that location.

PRIOR COUNCIL ACTION:

City Council has approved other MOU agreements with other entities throughout the City Decatur. The most recent was with Everside Health. The City Council approves the addition of all new customers to the broadband network.

POTENTIAL OBJECTIONS: None Anticipated

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Jim Edwards, IT Director, 450-2236

BUDGET/TIME IMPLICATIONS:

Additional revenue offsetting City of Decatur Internet access and fiber network costs.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
MOU - HGBF	Backup Material
Executed Service Order	Backup Material
MOU - HGBF Redline Version	Backup Material

RESOLUTION NO. R_____

**RESOLUTION AUTHORIZING A MEMORANDUM OF
UNDERSTANDING AGREEMENT AND ASSOCIATED SALES ORDER
WITH HOWARD G. BUFFETT FOUNDATION TO OBTAIN INTERNET
ACCESS THROUGH THE CITY OF DECATUR FIBER NETWORK**

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

Section 1. That the Memorandum of Understanding Agreement presented herewith to the City Council between the City of Decatur, Illinois and the Howard G. Buffett Foundation, be, and the same is hereby, received, placed on file and approved.

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

PRESENTED and ADOPTED this 21st day of March 2022.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

Memorandum of Understanding

This Memorandum of Understanding ("**MOU**") is made effective as of _____, 2022 ("**Effective date**") by and between the City of Decatur, an Illinois Municipal Corporation, with an address of 1 Gary K. Anderson Plaza, Decatur, IL 62523 ("**CITY**") and Howard G. Buffett Foundation, a Nebraska not-for-profit corporation ("**Customer**"). Each may be referred to herein as a "**Party**" and collectively as the "**Parties**".

ARTICLE 1 - GENERAL

1.1 Agreement Structure. The purpose of this MOU is to provide general terms, conditions and a framework within which Customer may from time to time purchase certain transport, dedicated internet access and colocation services ("**Services**") from CITY for the Customer's sole use. The MOU and Service Order(s) (as defined in Section 1.2 below) and any other attachments incorporated therein shall collectively be referred to as the "**Agreement**".

1.2 Orders for Services. Customer may request the CITY to provide Services by submitting a Service Order on a form provided by the CITY from time to time ("**Service Order**") in accordance with the procedures set forth in this Agreement. Customer acknowledges and agrees that they are solely responsible for the accuracy of all Service Orders and other information that it provides to the CITY. Each accepted Service Order shall incorporate by reference, and shall be subject to, the terms and conditions of this Agreement. Service Orders shall clearly set forth the term, pricing, service type and location(s), monthly recurring charge ("**MRC**"), non-recurring charge ("**NRC**"), and any additional specific terms for the Services. All Service Orders shall be subject to acceptance by the CITY.

1.3 Order of Precedence. In the event of an express conflict between a term(s) of this MOU and/or Service Order, precedence will be given in the following order: (a) the Service Order but solely with respect to the Service covered by that Service Order and provided that an authorized representative of the CITY has executed such Service Order; and (b) this MOU.

1.4 Acceptable Use Policy. Customer agrees to be bound by CITY's Acceptable Use Policy which set forth in Exhibit A (attached hereto and incorporated as reference) when utilizing the CITY Fiber Network in fulfillment of active service orders from the Customer.

ARTICLE 2 - TERM

2.1 MOU Term. This MOU shall be in effect for a period of Five (5) years from the Effective Date ("**Initial Term**") unless terminated earlier as otherwise provided for in this MOU, and shall automatically renew for one (1) year periods thereafter (each a "**Renewal Term**" and together with the Initial Term, shall be referred to as the "**Term**") until either Party notifies the other Party of its intent not to renew the MOU at least sixty (60) days prior to the end of the Initial Term or any Renewal Term. Notwithstanding the foregoing, in the event that any Service Order remains in effect following such termination, this MOU shall govern and continue in effect with regard to such Service Order until the termination of such Service Order.

2.2 Service Order Term. The term of each Service Order shall commence on the Service Activation Date for such Service and continue for the period of time specified in that Service Order ("**Service Term**"), unless terminated earlier as otherwise provided for in this Agreement. Thereafter, unless otherwise stated in the Service Order, the term of each such Service Order shall automatically renew for one (1) year periods (each a "**Service Renewal Term**") pursuant to the terms of the Agreement until terminated by either Party upon thirty (30) days written notice prior to the end of the Service Term or the then current Service Renewal Term; provided, however, that Customer shall continue to be responsible for payment to the CITY for the Services to be terminated through the end of the thirty (30) day notice period plus any early termination charges which may apply. Customer will not receive notice of a Service Term or Service Renewal Term expiration date. After the Service Term and during any Service Renewal Term, the CITY reserves the right to increase rates for any services provided thereunder upon at least thirty (30) days' notice.

ARTICLE 3 – SERVICE ORDER PROCEDURE

3.1 To order a Service, Customer must execute a Service Order provided by the CITY. Customer may order additional Services from time to time by executing additional Service Orders. Upon receipt of an executed Service Order, the CITY will either: (a) accept the Service Order by signing and returning it; or (b) request clarification of information on the Service Order; or (c) reject the Service Order. The CITY shall be under no obligation to accept a Service Order.

3.2 After installing a Service, the CITY will email an order completion notification to Customer to the email address designated by Customer. If Customer does not notify the CITY in writing within seventy-two (72) hours following receipt of the order completion notification that the Services do not conform to the CITY's specifications (with evidence of such non-conformance included in the notice), or if the CITY has not performed the testing ensuring compliance with service specifications listed in service order "**Acceptance Testing**" due to Customer's failure to satisfy any of its obligations under this MOU related to installation, or if Customer begins using the Service for any purpose other than testing, the Service shall be deemed accepted, and such date shall constitute the "**Service Activation Date.**"

ARTICLE 4 – BILLING AND PAYMENT

4.1 Credit and Deposit. If requested by the CITY, Customer shall complete and submit CITY's standard credit application. The CITY may from time to time conduct a review of Customer's credit rating and payment history. The CITY may require Customer to pay a deposit before acceptance of a Service Order. Additionally, for any existing Services, the CITY may require (i) Customer to pay a deposit or (ii) an increase in the existing deposit, upon the failure of Customer to submit payment of any amount by the Due Date as a condition to the continued provision of such existing Services. The CITY shall refund any amount of deposit paid pursuant to this Section, less any amount for payments that Customer still owes to the CITY, when the CITY determines in good faith, based on Customer's credit rating and payment history, that such deposit is no longer necessary to ensure payment, but in no event later than after the termination of all Services and termination of this Agreement.

4.2 Billing Commencement. The CITY will commence billing and Customer shall be liable for payment for Services upon the Service Activation Date.

4.3 Invoicing and Payment Terms. The CITY will provide Customer with an annual itemized invoice, for the Services together with all other charges due. All amounts due the CITY are payable in full within thirty (30) days from date of invoice ("**Due Date**"). Invoice amounts not paid on or before the Due Date shall bear interest at the rate of one and one-half percent (1.5%) per month or the highest lawful rate, whichever is lower. Unless otherwise stated in the Service Order or Service Schedule, the CITY shall invoice Customer for any NRC upon acceptance of a Service Order.

4.4 Invoice Disputes. To the extent that Customer disputes any portion of an invoice, Customer shall notify the CITY in writing and provide detailed documentation supporting its dispute within thirty (30) days of the invoice date or the Customer's right to any billing adjustment shall be waived. In the event of a billing dispute, Customer shall pay all undisputed amounts by the invoice due date. If the dispute is resolved against Customer, Customer shall pay such amounts due plus interest as set forth in Section 4.3 from the date the payment was originally due. A dispute may not be based upon a claim that all or a portion of the charges for the Services were incurred by unauthorized users.

ARTICLE 5 – CANCELLATION

5.1 Cancellation. Customer may cancel a Service Order at any time prior to the date of Service Order Acceptance for such Service without any further liability. In the event Customer requests cancellation of a Service after Service Order Acceptance and prior to the date the CITY has sent a Service Activation Notice for such Service, Customer shall be obligated to pay the CITY for any costs the CITY has incurred in provisioning the Service prior to the date of cancellation, including, but not limited to, any contracts entered into by the CITY in connection with this Agreement and any completed or incomplete installation services rendered. If Customer requests cancellation at any time on or after the date the CITY has sent a Service Activation Notice to Customer with 30 days' notice, then Customer shall be liable for the early termination charges set forth in Article 6 below.

ARTICLE 6 – EARLY TERMINATION

6.1 Early Termination. In the event that Customer terminates any Service after the Service Activation Date but prior to the end of the Service Term or Service Renewal Term, or the CITY terminates Services pursuant to a Customer Default, Customer shall be subject to early termination charges equal to (i) 50% of the remaining reoccurring charges in the term; plus (ii) any and all installation charges, reasonable construction costs, charges from termination of Third Party Services, or other charges or costs which have been incurred by the CITY in providing Customer with Services. Customer may exercise such right to terminate for convenience by providing at least thirty (30) days prior written notice. The Parties agree that the charges in this Section are a genuine estimate of the CITY's actual damages in the event Customer terminates for convenience and are not a penalty.

ARTICLE 7 - EQUIPMENT AND INSTALLATION

7.1 CITY Equipment. There will be no City Provided Equipment on Customer premises for CITY to maintain.

7.2 Customer Equipment. Equipment and service beyond the point of demarcation and/or interconnection between CITY facilities at the CITY right of way and terminal equipment and the wiring at the point of demarcations shall be the responsibility of Customer. If Customer provides its own equipment, the CITY shall have no obligation to install, maintain or repair the equipment. If, on

responding to a Customer initiated service call, the CITY and Customer jointly determine that the cause of the service deficiency was a failure, malfunction or the inadequacy of equipment other than the CITY's Equipment, Customer shall compensate the CITY for actual time and materials expended during the service call.

ARTICLE 8 - MAINTENANCE

8.1 Maintenance. The CITY holds a contract with a third party service vendor and has agreements in place to maintain a 24 hours, 7 days a week, 365 days per year (24x7x365) Network Operations Center (NOC) and Communications Management Center (CMC) who monitors the network, responds to customer requests, performs network troubleshooting and engages network engineers to resolve network issues and incidences. The CITY IT Help Desk will provide the first level of support and utilizes a trouble ticketing program to track progress. CITY IT Help Desk can be reached 24x7x365 by dialing (217)424-2703. The CITY shall perform regular and emergency maintenance on the network including upgrades to hardware and software, configuration changes or enhancements, or to increase network capacity and performance. The CITY, in conjunction with its third party vendors, has established a six hour maintenance window on Saturday morning beginning at 12:01 AM and concluding at 6:00 AM Central Time. The CITY will perform emergency network maintenance outside of this maintenance window based on the urgency of the maintenance. Customers of the network will be notified by email at least five business days in advance of planned maintenance and the CITY will attempt, when reasonably possible, to notify customers by email for emergency maintenance outside the maintenance window.

ARTICLE 9 - DEFAULT; SUSPENSION OF SERVICE

9.1 Customer Default.

9.1.1 Customer is in default of this MOU if Customer (a) fails to cure any monetary breach within five (5) days of receiving notice of the breach from the CITY; (b) fails to cure any non-monetary breach of any terms of the agreement within thirty (30) days of receiving notice of the breach from the CITY; or (c) files or initiates proceedings or has proceedings filed or initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or such other official) under any bankruptcy, insolvency or other similar law (each such event shall be a "**Customer Default**").

9.1.2 In the event of a Customer Default, the CITY may suspend Services to Customer until Customer remedies the Customer Default, or the CITY may terminate this MOU and/or any or all of the Services being provided hereunder. The CITY may at its sole option, but without any obligation, cure a non-monetary breach at Customer's expense at any point and invoice Customer for the same. These remedies are in addition to and not a substitute for all other remedies contained in this MOU or available to the CITY at law or in equity.

9.2 CITY Default.

9.2.1 CITY is in default of this MOU if the CITY fails to cure any non-monetary breach of any material term of this MOU within thirty (30) days of receiving written notice of the breach from Customer ("**CITY Default**").

9.2.2 Customer recognizes that the CITY is sharing the same communication infrastructure and connectivity ("**Network**") that the Customer is using under this agreement. The CITY has a vested interest in maintaining high reliability in the network and will use its best resources and efforts to maintain a goal of 100% network availability with the core components of the network. In the event the CITY is unable to resolve an outage within a 24 hours period, the CITY will be found to be in Default and the Customer may terminate the Services and this Agreement upon written notice to the CITY. Any termination shall not relieve Customer of its obligations to pay all charges incurred hereunder prior to such termination.

ARTICLE 10 - IMPOSITIONS

10.1 All charges for the Services are exclusive of any Impositions (as defined below). Except for taxes based on CITY's net income, Customer shall be responsible for payment of all applicable taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, franchise fees, rights of way fees or charges, license or permit fees, or other taxes, duties, fees, charges or surcharges (including regulatory fees), however designated, imposed on incident to, or based upon the provision, sale, or use of the Services ("**Impositions**"). Such Impositions may be shown on invoices as cost recovery fees. If Customer is entitled to an exemption from any Impositions, Customer is responsible for presenting the CITY with a valid exemption certificate in a form reasonably acceptable to the CITY. The CITY will give effect to any valid exemption certificate provided in accordance with the foregoing sentence to the extent it applies to any Service billed by the CITY to Customer following the CITY's receipt of such exemption certificate. Customer shall indemnify, defend and hold the CITY harmless from payment and reporting of all such Impositions, including costs, expenses, and penalties incurred by the CITY in settling, defending or appealing any claims or actions brought against the CITY related to, or arising from, the non-payment of Impositions.

ARTICLE 11 – CONFIDENTIALITY

11.1 Each party, including its agents and subcontractors, to this Agreement may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this Agreement. Each party recognizes and acknowledges that the Parties are each subject to the laws of the State of Illinois and the Freedom of Information Act and, as such, will comply with the provisions of the Act as required by law. Customer information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. Any request for documents related to this Agreement shall be provided to the other Party in sufficient time for an objection to disclosure of the requested documents to be made. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law, either during the period of the contract or thereafter. The Parties must return any and all confidential data collected, maintained, created or used in the course of the performance of the Agreement, in whatever form it is maintained, promptly at the end of the Agreement, or earlier at the request of either Party, or notify the Party of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party, received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party, now is or later becomes publicly known through no

breach of confidentiality obligation by the receiving Party, or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

ARTICLE 12 – CUSTOMER'S REPRESENTATIONS AND WARRANTIES

12.1 Customer both represents and warrants each of the following:

- It has all necessary power and authority to enter this Agreement and to perform all of its obligations hereunder and to manage and control and ensure each individual or entity that Customer authorizes, permits or allows to access to the related services and equipment or facilities also complies with the terms of this Agreement in exercising such individual's access.
- This Agreement has been duly and validly authorized, executed and delivered by Customer and constitutes its valid and binding obligation.
- In performing its obligations hereunder, Customer will comply with all laws, rules and regulations of all governmental bodies having jurisdiction. Customer acknowledges that it is solely responsible for being in compliance with, these applicable laws, rules, and regulations, and that the CITY shall not be liable or responsible for Customer's failure to comply.
- Customer will comply with all required regulatory authorizations and permits to perform this Agreement according to its terms.
- Customer's obligations under this Agreement do not conflict with any other agreement.

ARTICLE 13 – CITY REPRESENTATIONS AND WARRANTIES

13.1 The CITY represents and warrants the following:

- The CITY has all necessary power and authority to enter this Agreement and to perform all of its obligations hereunder.
- This Agreement has been duly and validly authorized, executed and delivered by the CITY and constitutes its valid and binding obligation.
- In performing its obligations hereunder, the CITY will comply with all laws, rules and regulations of all governmental bodies having jurisdiction.
- The CITY holds all required regulatory authorizations and permits to provide the Services identified herein.

ARTICLE 14 – DISCLAIMER OF WARRANTY

14.1 Except for express warranties set forth in the Agreement the CITY disclaim all express or implied warranties, including without limitation, warranties of title, non-infringement, merchantability, or fitness for a particular purpose. Except as expressly set forth in the Agreement, customer assumes total responsibility for use of the services. In addition to any other disclaimers of warranty stated in the Agreement, the CITY makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of the services will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own

network security policy (including applicable firewall and Network Address Translation (NAT) policies) and security response procedures.

ARTICLE 15 – LIMITATION OF LIABILITY

15.1 Neither Party, their affiliates, agents, or contractors shall be liable for any indirect, incidental, special, reliance, punitive, or consequential damages or for any loss of, or cost to recover, data, use, business, revenues, profits, or goodwill relating to the services performed under this Agreement, or any action or omission relating to third parties, regardless of the legal theory under which such liability is asserted. Neither Party shall be liable for loss or damage or deemed to be in breach of this Agreement due to such Party's failure or delay of performance, wholly or in part, under this Agreement. Any Customer claims relating to this Agreement must be brought within sixty (60) days following the end of the term or termination.

ARTICLE 16 – LIMITATION OF SERVICE

16.1 Notwithstanding any other provision in this Agreement, this Agreement applies only to services provided directly to the Customer for the Customer's use. These provisions shall not apply to offerings by the Customer for services to third parties. This Agreement does not constitute a joint undertaking for the furnishing of any service to customers or other third parties of the Customer. Services provided to the Customer under this Agreement may be connected to other facilities between certain locations and thereby constitute a portion of end-to-end service furnished by the Customer to its customers or third parties. The CITY does not undertake to offer any services to any person or entity other than the Customer.

ARTICLE 17 - LIMITATIONS

17.1 To the extent permitted by law, Customer shall indemnify and hold harmless the CITY, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by the Customer of any of its certifications, representations, warranties, covenants or agreements; or (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Customer's negligent performance. The Parties agree to reasonably cooperate with each other in the defense of any third-party claim and agrees that the Party in the litigation will have full control and authority over the defense and any settlements.

ARTICLE 18 – FORCE MAJEURE

18.1 Notwithstanding anything to the contrary contained in this Agreement neither Party shall be liable for loss or damage or deemed to be in breach of this Agreement due to such Party's failure or delay of performance, wholly or in part, under this Agreement if such failure or delay of performance is due to causes beyond such Party's reasonable control ("**Force Majeure Event**"), including but not limited to: acts of God, fire, flood, explosion, storm or other catastrophic event; strikes or work stoppages; lockouts; acts of any government authority or of any civil or military authority including regulatory mandates; national emergencies; cable cut(s); sabotage; insurrections; riots; wars; and unforeseen acts of third Parties that cannot be avoided by acts of due care. Any delay resulting from a Force Majeure

Event shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable.

ARTICLE 19 – MISCELLANEOUS PROVISIONS

19.1 IP Address Allocation Policy. CITY shall provide all Internet Protocol ("IP") addresses needed for Customer and its equipment to use for the sole purpose of using the CITY Fiber Network to access the Internet and Intranet, provided that CITY retains sole and absolute administrative control of each IP address provided, including without limitation, determining system requirements and deployment of each IP address, monitoring system use, and denying assignment of or revoking assignments of addresses. Use of CITY addresses on other provider networks without CITY's written consent is prohibited.

19.2 Applicable Law. This Agreement will be governed by the laws of the State of Illinois, without reference to its choice of law rules.

19.3 Right and Authority. Each of the Parties hereto represents and warrants to the other that this Agreement shall be binding upon and insure to the benefit of each of the Parties hereto and their respective agents, servants, employees, representatives, affiliates, heirs, executors, transferees, successors, and assigns, as the case may be.

19.4 Notices. If to CITY: All inquiries and notices shall be addressed to City of Decatur, Attn: IT Director at 1 Gary K. Anderson Plaza, Decatur, Illinois 62723, by telephone at 217-424-2703 or by email at ITstaff@decaturil.gov.

If to Customer:

For Administrative and Maintenance Notices:

Name: Howard G. Buffett Foundation

Address: 1053 W Rotary Way, Suite B

City/State/Zip: Decatur, IL 62521

Phone #: 217-362-8604

Email Address: cbr@hgbfoundation.org

For Legal Notices:

Name: Howard G. Buffett Foundation

Address: Same

City/State/Zip: Same

Phone #: Same

Email Address: Same

19.5 Severability. If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, the Parties shall negotiate in good faith to agree on a substitute provision that is legal and enforceable and is as near as possible consistent with the intentions underlying the original provision. If the remainder of this Agreement is not materially affected by such declaration or finding and is capable of substantial performance, then the remainder shall be enforced to the extent permitted by law.

19.6 Interpretation. The construction of this Agreement shall not be construed against the Party causing its preparation but shall be interpreted on the basis of the plain meaning of the terms used which have been reviewed by both Parties in consultation with their respective counsel. Any provision of this Agreement officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination.

19.7 Modifications. The CITY may have the need to modify the service or business aspects of this Agreement from time to time due to changes in service or availability, and reserves the right to do so. The CITY shall provide 30 days prior written notice to Customer of any modification adopted by the CITY. The CITY will not change any legal terms and conditions in this agreement without the prior approval of Customer.

19.8 Assignability. Customer may not assign this Agreement or any of its obligations, duties or burdens arising hereunder, without the CITY's consent. A transfer or assignment in violation of this Section 19.8 shall constitute a material breach of this Agreement. CITY will not assign this Agreement, in whole or in part, to a private entity without the prior written consent of Customer. Notwithstanding the foregoing, Customer may assign this Agreement to any person or entity to whom Customer conveys title to Customer's premises without CITY's prior consent to the sale or assignment of this Agreement. CITY will require any entity this agreement is being transferred to complete a new MOU Agreement and Sales Order. CITY will terminate original Agreement and transfer the service to the new tenant without service interruption.

19.9 Remedies. The rights and remedies of the CITY hereunder shall not be mutually exclusive; i.e., the exercise of one (1) or more of the provisions hereof shall not preclude the exercise of any other provision hereof. Customer acknowledges, confirms and agrees that damages may be inadequate for a breach or a threatened breach of this Agreement and, in the event of a breach or threatened breach of any provision hereof, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction or other equitable remedy. Nothing contained in this Agreement shall limit or affect any rights at law or by statute or otherwise for a breach or threatened breach of any provision hereof, it being the intent of this provision to clarify that the respective rights and obligations of the Parties shall be enforceable in equity as well as at law or otherwise.

19.10 Entire Agreement. This Agreement and all applicable Service Orders consists of all the terms and conditions contained herein which articulate the full and complete understanding of the Parties pertaining to the subject matter of this Agreement. This Agreement supersedes any prior or subsequent understandings, proposals, representations, discussions, and/or agreements (oral or written), absent a specific reference therein superseding this Agreement.

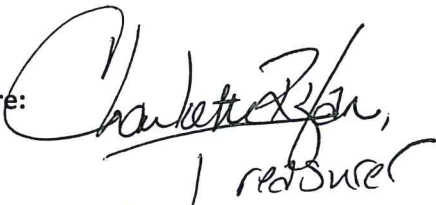
19.11 Headings. The section headings in this Agreement are inserted as a matter of convenience and in no way define, limit, or describe the scope of extent of such section, or affect the interpretation of this Agreement

19.12 No Third Party Rights. This agreement is made only between the Parties hereof and shall not establish rights in any third party as a third party beneficiary or otherwise.

The Parties hereby execute and deliver this Agreement to each other as of the Effective Date.

Howard G. Buffett Foundation

City of Decatur – An Illinois Municipality

Signature:  *Charlotte Ryan, Treasurer*

Signature:

Name: Charlotte Ryan

Name:

Title: Treasurer

Title:

EXHIBIT A

Acceptable Use Policy

Definitions

1. Email "**bombing**" is characterized by abusers repeatedly sending an identical email message to a particular address.
2. Email "**spamming**" is a variant of bombing; it refers to sending email to hundreds or thousands of users (or to lists that expand to that many users). It may also occur innocently, as a result of sending a message to mailing lists and not realizing that the list explodes to thousands of users, or as a result of an incorrectly setup responder message.
3. "**Flooding**" occurs when a target machine is flooded with TCP connection requests. The target system host becomes extremely slow, crashes or hangs. Broadcast or "**smurf**" attacks causes network links to become overloaded. The "**smurf**" attack sends a constant stream of echo requests "pings" to the broadcast address of a subnet.

Acceptable Use Policy

This Acceptable Use Policy (hereafter referred to as 'AUP') specifies certain actions prohibited by the CITY for users of the City Fiber Network. The CITY reserves the right to modify this Policy at any time to stay in compliance with all known laws, regulations, policies, and security requirements that may be established by appropriate legislative or regulatory authorities or enacted by CITY management or Legal Counsel. Customer unconditionally accepts the terms of this policy.

Authorized Use

CITY Fiber services are for the use of authorized users only and are subject to routine network monitoring by CITY staff to audit network security and performance. The city reserves the right to deny IP addresses or revoke IP addresses and/or deny service to any Customer violating the AUP.

Illegal Use

The CITY Fiber may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation coming through the City Fiber Network is prohibited. Illegal use includes, but is not limited to, material protected by copyright, trademark, trade secret or other intellectual property rights which is being used without proper authorization; government and military data protected by law and applicable national security policies and concerns; Customer data protected by public policy; and material that, in the CITY's sole discretion, is obscene, defamatory, constitutes an illegal threat, or violates export control laws or any other laws or applicable regulations, or any use which compromises the integrity of the City Fiber Network or any other network connected to the City Fiber Network.

System and Network Security

Violations of system or network security are prohibited, and may result in criminal and/or civil liability. Customer use of CITY Fiber Network constitutes consent to the CITY's routine network monitoring. Should any violations of the law or this AUP be discovered during monitoring, the CITY will involve and cooperate with local, Illinois, and Federal law enforcement authorities for resolution. Examples of unlawful acts and system or network security violations include, but are not limited to, the following:

1. Unauthorized access to or use of data, systems or networks, including any attempt to probe, damage, scan or test the vulnerability of a system or network or to breach security or authentication measures

without express authorization of the CITY. The CITY may scan or test the vulnerability of CITY Fiber Networks that it is responsible for or manage.

2. Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the network or system.

3. Interference with service to any user, host or network including, without limitation, email "**bombing**", email "**spamming**", flooding, deliberate attempts to overload the network or system. Broadcast or "**smurf**" attacks is prohibited.

4. Unauthorized access to any data, network, or system from a network or system for any purpose which is not lawful or which is intended to do harm.

5. Forging any part of TCP-Internet Protocol packet header or header information in an email or a newsgroup posting. Electronic forging of any kind to include, but not limited to, IP addresses, domains and business names.



Fiber Broadband Service Order
City of Decatur Illinois
1 Gary K. Anderson Plaza
Decatur, Illinois 62523-1196

Customer Name: Howard G. Buffett Foundation
 Customer Site ID: DECFIBER - HGBF
 Service Term: 5 Years (60 Months)
 Service Activation Date: Service Acceptance Date

City of Decatur Illinois	Customer
City of Decatur Information Technology Dept. City of Decatur Illinois 1 Gary K. Anderson Plaza Decatur, Illinois 62523-1196 Phone: (217)424-2703 ITStaff@decaturil.gov	Howard G. Buffett Foundation 1053 W. Rotary Way, Suite B Decatur, Illinois 62521 (217)362-8604 cbr@hgbfoundation.org

Billing Information	
Billing Contact	Accounts Payable
Billing Address 1	Howard G. Buffett Foundation
Billing Address 2	1053 W. Rotary Way, Suite B
Billing City, St, ZIP	Decatur, Illinois 62521
Billing Phone	(217)362-8604
Billing Contact e-mail	ap@hgbfoundation.org

Non-Recurring Charge (NRC) - One Time Charges	Unit Cost	Quantity	Extended Cost
IP Adresses Space (5 IP addresses)	\$0.00	5	\$0.00
Total One Time Charges			\$ -

Monthly Recurring Charge (MRC)	Monthly Cost	Quantity Months	Extended Cost
200 Mbps Internet Bandwidth / 5 Year Term (\$4.40 per MB per Month)			
Monthly Service Fee	\$880.00	60	\$ 52,800.00
Total Service Charges			\$ 52,800.00

TOTAL THIS SERVICE ORDER-

\$52,800.00

This service order is subject to terms and conditions of the Memorandum of Understanding ("MOU") currently in place between Customer and the City of Decatur. The Service Order may, from time to time, be modified at the Customer's written request and upon approval of the City of Decatur. In the event of a conflict between the MOU and this Service Order, this Service Order shall have precedence over the MOU.

The monthly charges in this Service Order is based on a 60 Month Service term. Any termination or cancellation of service before the end of the term shall be subject to an early termination fee of 50% of the remaining monthly service fees in the term. Customer acknowledges and agrees to pay this fee upon early termination or cancellation.

The City of Decatur will commence **monthly** billing (\$880 per month) after customer acceptance of the internet service which becomes the Service Activation Date. Customer will receive service once billing occurs.

By signing below, you certify that you are authorized to sign on behalf of Customer and that Customer agrees to be bound by the terms and conditions contained herein.

Please note: This is not an invoice. You will be invoiced by the City of Decatur separately. This quote is valid until 5/1/2022

47-0824756

Customer FEIN

Service Activation Date

Billing Start Date

Charlotte Ryan

Print Customer Representative Name

Treasurer

Title

Customer Representative Signature

Date

Julie Moore Wolfe

Print City Representative Name

Mayor

Title

City Representative Signature

Date

Memorandum of Understanding

This Memorandum of Understanding ("MOU"), is made effective as of 2019
2022 ("Effective date") by and between the City of Decatur, an Illinois Municipal Corporation, with an
address of 1 Gary K. Anderson Plaza, Decatur, IL 62523 ("CITY") and Howard G. Buffett Foundation, a Nebraska not-for-profit corporation ("Customer"). Each may be
referred to herein as a "Party" and collectively as the "Parties".

ARTICLE 1 - GENERAL

1.1 Agreement Structure. The purpose of this MOU is to provide general terms, conditions and a framework within which Customer may from time to time purchase certain transport, dedicated internet access and colocation services ("Services") from CITY for the Customer's sole use. The MOU and Service Order(s) (as defined in Section 1.2 below) and any other attachments incorporated therein shall collectively be referred to as the "Agreement".

1.2 Orders for Services. Customer may request the CITY to provide Services by submitting a Service Order on a form provided by the CITY from time to time ("Service Order") in accordance with the procedures set forth in this Agreement. Customer acknowledges and agrees that they are solely responsible for the accuracy of all Service Orders and other information that it provides to the CITY. Each accepted Service Order shall incorporate by reference, and shall be subject to, the terms and conditions of this Agreement. Service Orders shall clearly set forth the term, pricing, service type and location(s), monthly recurring charge ("MRC"), non-recurring charge ("NRC"), and any additional specific terms for the Services. All Service Orders shall be subject to acceptance by the CITY.

1.3 Order of Precedence. In the event of an express conflict between a term(s) of this MOU and/or Service Order, precedence will be given in the following order: (a) the Service Order but solely with respect to the Service covered by that Service Order and provided that an authorized representative of the CITY has executed such Service Order; and (b) this MOU.

1.4 Acceptable Use Policy. Customer agrees to be bound by CITY's Acceptable Use Policy which set forth in Exhibit A (attached hereto and incorporated as reference) when utilizing the CITY Fiber Network in fulfillment of active service orders from the Customer.

ARTICLE 2 - TERM

2.1 MOU Term. This MOU shall be in effect for a period of Five (5) years from the Effective Date ("Initial Term") unless terminated earlier as otherwise provided for in this MOU, and shall automatically renew for one (1) year periods thereafter (each a "Renewal Term" and together with the Initial Term, shall be referred to as the "Term") until either Party notifies the other Party of its intent not to renew the MOU at least sixty (60) days prior to the end of the Initial Term or any Renewal Term. Notwithstanding the foregoing, in the event that any Service Order remains in effect following such termination, this MOU shall govern and continue in effect with regard to such Service Order until the termination of such Service Order.

2.2 Service Order Term. The term of each Service Order shall commence on the Service Activation Date for such Service and continue for the period of time specified in that Service Order ("Service Term"), unless terminated earlier as otherwise provided for in this Agreement. Thereafter, unless otherwise stated in the Service Order, the term of each such Service Order shall automatically renew for one (1) year periods (each a "Service Renewal Term") pursuant to the terms of the Agreement until terminated by either Party upon thirty (30) days written notice prior to the end of the Service Term or the then current Service Renewal Term; provided, however, that Customer shall continue to be responsible for payment to the CITY for the Services to be terminated through the end of the thirty (30) day notice period plus any early termination charges which may apply. Customer will not receive notice of a Service Term or Service Renewal Term expiration date. After the Service Term and during any Service Renewal Term, the CITY reserves the right to increase rates for any services provided thereunder upon at least thirty (30) days' notice.

ARTICLE 3 – SERVICE ORDER PROCEDURE

3.1 To order a Service, Customer must execute a Service Order provided by the CITY. Customer may order additional Services from time to time by executing additional Service Orders. Upon receipt of an executed Service Order, the CITY will either: (a) accept the Service Order by signing and returning it; or (b) request clarification of information on the Service Order; or (c) reject the Service Order. The CITY shall be under no obligation to accept a Service Order.

3.2 After installing a Service, the CITY will email an order completion notification to Customer to the email address designated by Customer. If Customer does not notify the CITY in writing within seventy-two (72) hours following receipt of the order completion notification that the Services do not conform to the CITY's specifications (with evidence of such non-conformance included in the notice), or if the CITY has not performed the testing ensuring compliance with service specifications listed in service order "Acceptance Testing" due to Customer's failure to satisfy any of its obligations under this MOU related to installation, or if Customer begins using the Service for any purpose other than testing, the Service shall be deemed accepted, and such date shall constitute the "Service Activation Date."

ARTICLE 4 – BILLING AND PAYMENT

4.1 Credit and Deposit. If requested by the CITY, Customer shall complete and submit CITY's standard credit application. The CITY may from time to time conduct a review of Customer's credit rating and payment history. The CITY may require Customer to pay a deposit before acceptance of a Service Order. Additionally, for any existing Services, the CITY may require (i) Customer to pay a deposit or (ii) an increase in the existing deposit, upon the failure of Customer to submit payment of any amount by the Due Date as a condition to the continued provision of such existing Services. The CITY shall refund any amount of deposit paid pursuant to this Section, less any amount for payments that Customer still owes to the CITY, when the CITY determines in good faith, based on Customer's credit rating and payment history, that such deposit is no longer necessary to ensure payment, but in no event later than after the termination of all Services and termination of this Agreement.

4.2 Billing Commencement. The CITY will commence billing and Customer shall be liable for payment for Services upon the Service Activation Date.

4.3 Invoicing and Payment Terms. The CITY will provide Customer with an annual itemized invoice, for the Services together with all other charges due. All amounts due the CITY are payable in full within thirty (30) days from date of invoice ("Due Date"). Invoice amounts not paid on or before the Due Date shall bear interest at the rate of one and one-half percent (1.5%) per month or the highest lawful rate, whichever is lower. Unless otherwise stated in the Service Order or Service Schedule, the CITY shall invoice Customer for any NRC upon acceptance of a Service Order.

4.4 Invoice Disputes. To the extent that Customer disputes any portion of an invoice, Customer shall notify the CITY in writing and provide detailed documentation supporting its dispute within thirty (30) days of the invoice date or the Customer's right to any billing adjustment shall be waived. In the event of a billing dispute, Customer shall pay all undisputed amounts by the invoice due date. If the dispute is resolved against Customer, Customer shall pay such amounts due plus interest as set forth in Section 4.3 from the date the payment was originally due. A dispute may not be based upon a claim that all or a portion of the charges for the Services were incurred by unauthorized users.

ARTICLE 5 – CANCELLATION

5.1 Cancellation. Customer may cancel a Service Order at any time prior to the date of Service Order Acceptance for such Service without any further liability. In the event Customer requests cancellation of a Service after Service Order Acceptance and prior to the date the CITY has sent a Service Activation Notice for such Service, Customer shall be obligated to pay the CITY for any costs the CITY has incurred in provisioning the Service prior to the date of cancellation, including, but not limited to, any contracts entered into by the CITY in connection with this Agreement and any completed or incomplete installation services rendered. If Customer requests cancellation at any time on or after the date the CITY has sent a Service Activation Notice to Customer with 30 days' notice, then Customer shall be liable for the early termination charges set forth in Article 6 below.

ARTICLE 6 – EARLY TERMINATION

6.1 Early Termination. In the event that Customer terminates any Service after the Service Activation Date but prior to the end of the Service Term or Service Renewal Term, or the CITY terminates Services pursuant to a Customer Default, Customer shall be subject to early termination charges equal to (i) 50% of the remaining reoccurring charges in the term; plus (ii) any and all installation charges, reasonable construction costs, charges from termination of Third Party Services, or other charges or costs which have been incurred by the CITY in providing Customer with Services. Customer may exercise such right to terminate for convenience by providing at least thirty (30) days prior written notice. The Parties agree that the charges in this Section are a genuine estimate of the CITY's actual damages in the event Customer terminates for convenience and are not a penalty.

ARTICLE 7 - EQUIPMENT AND INSTALLATION

~~**7.1 CITY Equipment.** The CITY, or its agent, may provide, install, maintain, repair, operate and control the CITY's equipment including but not limited to fiber, conduit, man holes, hand holes, ducts, electrical and optical equipment ("CITY's Equipment"). CITY's Equipment shall remain the sole and exclusive property of the CITY, and nothing contained herein shall give or convey to Customer, or any other person, any right, title or interest whatsoever in the CITY's Equipment, notwithstanding that it may be, or become, attached to, or embedded in, realty. Customer shall not tamper with, remove or~~

~~conceal any identifying plates, tags or labels identifying the CITY's ownership interest in the CITY's Equipment. Customer shall not adjust, align, attempt to repair, relocate or remove the CITY's Equipment, except as expressly authorized in writing by the CITY. Customer shall be liable for any loss of or damage to the CITY's Equipment caused by Customer's negligence, intentional acts, or unauthorized maintenance and shall reimburse the CITY for the same, within thirty (30) days after receipt by Customer of a request for reimbursement. There will be no City Provided Equipment on Customer premises for CITY to maintain.~~

~~7.2 — CITY Access to Customer Premises. Where applicable, Customer shall provide the CITY with access to all Customer locations for purposes of installation, maintenance, and repair of CITY Equipment on Customer premises. The CITY shall provide reasonable notice under the circumstance to Customer prior to entering Customer's point of presence to install, maintain or repair any of the CITY Equipment. Customer will provide a safe place to work and comply with all applicable laws regarding the working conditions on the Customer premises.~~

7.23 Customer Equipment. Equipment and service beyond the point of demarcation and/or interconnection between CITY facilities at the CITY right of way and terminal equipment and the wiring at the point of demarcations shall be the responsibility of Customer. If Customer provides its own equipment, the CITY shall have no obligation to install, maintain or repair the equipment. If, on responding to a Customer initiated service call, the CITY and Customer jointly determine that the cause of the service deficiency was a failure, malfunction or the inadequacy of equipment other than the CITY's Equipment, Customer shall compensate the CITY for actual time and materials expended during the service call.

~~7.4 — CITY's work. All of CITY's installation and maintenance work performed under this Agreement at the Customer's premises shall be completed in a good and workmanlike manner, free from liens, and in compliance with applicable Laws. CITY agrees to promptly repair and/or restore any portion of the Customer's premises that may be damaged in the course of CITY or its agents, employees, or contractors performing work at the premises. Other than its rights and obligations to install and maintain the CITY's Equipment, CITY may not make other alterations or improvements to the Customer's premises without Customer's prior written consent thereto and complying with any reasonable conditions made to such consent.~~

~~7.5 — Removal. Upon the termination of this Agreement, CITY agrees to promptly remove the CITY's Equipment from the Customer's premises and to repair any damage to the Customer's premises resulting from CITY's removal activities. Customer grants to CITY a license to enter the premises for up to 120 days after the end of this Agreement (the "Removal Period") in which to remove the CITY's Equipment from the premises. Any portions of the CITY's Equipment that CITY does not remove by the end of the Removal Period shall be deemed abandoned and owned by Customer, provided that Customer shall have all rights to remove and dispose of any abandoned equipment at the cost of CITY (which shall be reimbursed by CITY to Customer within 30 days after demand therefor or will bear interest at the rate of one and one half percent (1.5%) per month or the highest lawful rate, whichever is lower from the date billed to CITY until paid).~~

ARTICLE 8 - MAINTENANCE

8.1 Maintenance. The CITY holds a contract with a third party service vendor and has agreements in place to maintain a 24 hours, 7 days a week, 365 days per year (24x7x365) Network Operations Center (NOC) and Communications Management Center (CMC) who monitors the network, responds to customer requests, performs network troubleshooting and engages network engineers to resolve network issues and incidences. The CITY IT Help Desk will provide the first level of support and utilizes a trouble ticketing program to track progress. CITY IT Help Desk can be reached 24x7x365 by dialing (217)424-2703. The CITY shall perform regular and emergency maintenance on the network including upgrades to hardware and software, configuration changes or enhancements, or to increase network capacity and performance. The CITY, in conjunction with its third party vendors, has established a six hour maintenance window on Saturday morning beginning at 12:01 AM and concluding at 6:00 AM Central Time. The CITY will perform emergency network maintenance outside of this maintenance window based on the urgency of the maintenance. Customers of the network will be notified by email at least five business days in advance of planned maintenance and the CITY will attempt, when reasonably possible, to notify customers by email for emergency maintenance outside the maintenance window.

~~8.2 Condition. CITY will keep and maintain the CITY's Equipment and the portion of Customer's premises to which such equipment is attached in good and sightly condition, reasonable wear and tear and damage from the elements excepted, and free of liens.~~

ARTICLE 9 - DEFAULT; SUSPENSION OF SERVICE

9.1 Customer Default.

9.1.1 Customer is in default of this MOU if Customer (a) fails to cure any monetary breach within five (5) days of receiving notice of the breach from the CITY; (b) fails to cure any non-monetary breach of any terms of the agreement within thirty (30) days of receiving notice of the breach from the CITY; or (c) files or initiates proceedings or has proceedings filed or initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or such other

official) under any bankruptcy, insolvency or other similar law (each such event shall be a "Customer Default").

9.1.2 In the event of a Customer Default, the CITY may suspend Services to Customer until Customer remedies the Customer Default, or the CITY may terminate this MOU and/or any or all of the Services being provided hereunder. The CITY may at its sole option, but without any obligation, cure a non-monetary breach at Customer's expense at any point and invoice Customer for the same. These remedies are in addition to and not a substitute for all other remedies contained in this MOU or available to the CITY at law or in equity.

9.2 CITY Default.

9.2.1 CITY is in default of this MOU if the CITY fails to cure any non-monetary breach of any material term of this MOU within thirty (30) days of receiving written notice of the breach from Customer ("CITY Default").

- 9.2.2 Customer recognizes that the CITY is sharing the same communication infrastructure and connectivity ("Network") that the Customer is using under this agreement. The CITY has a vested interest in maintaining high reliability in the network and will use its best resources and efforts to maintain a goal of 100% network availability with the core components of the network. In the event the CITY is unable to resolve an outage within a 24 hours period, the CITY will be found to be in Default and the Customer may terminate the Services and this Agreement upon written notice to the CITY. Any termination shall not relieve Customer of its obligations to pay all charges incurred hereunder prior to such termination.

ARTICLE 10 - IMPOSITIONS

10.1 All charges for the Services are exclusive of any Impositions (as defined below). Except for taxes based on CITY's net income, Customer shall be responsible for payment of all applicable taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, franchise fees, rights of way fees or charges, license or permit fees, or other taxes, duties, fees, charges or surcharges (including regulatory fees), however designated, imposed on incident to, or based upon the provision, sale, or use of the Services ("Impositions"). Such Impositions may be shown on invoices as cost recovery fees. If Customer is entitled to an exemption from any Impositions, Customer is responsible for presenting the CITY with a valid exemption certificate in a form reasonably acceptable to the CITY. The CITY will give effect to any valid exemption certificate provided in accordance with the foregoing sentence to the extent it applies to any Service billed by the CITY to Customer following the CITY's receipt of such exemption certificate. Customer shall indemnify, defend and hold the CITY harmless from payment and reporting of all such Impositions, including costs, expenses, and penalties incurred by the CITY in settling, defending or appealing any claims or actions brought against the CITY related to, or arising from, the non-payment of Impositions.

ARTICLE 11 – CONFIDENTIALITY

11.1 Each party, including its agents and subcontractors, to this Agreement may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this Agreement. Each party recognizes and acknowledges that the Parties are each subject to the laws of the State of Illinois and the Freedom of Information Act and, as such, will comply with the provisions of the Act as required by law. Customer information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. Any request for documents related to this Agreement shall be provided to the other Party in sufficient time for an objection to disclosure of the requested documents to be made. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law, either during the period of the contract or thereafter. The Parties must return any and all confidential data collected, maintained, created or used in the course of the performance of the Agreement, in whatever form it is maintained, promptly at the end of the Agreement, or earlier at the request of either Party, or notify the Party of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession

prior to its acquisition from the disclosing Party, received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party, now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party, or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

ARTICLE 12 – CUSTOMER'S REPRESENTATIONS AND WARRANTIES

12.1 Customer both represents and warrants each of the following:

- It has all necessary power and authority to enter this Agreement and to perform all of its obligations hereunder and to manage and control and ensure each individual or entity that Customer authorizes, permits or allows to access to the related services and equipment or facilities also complies with the terms of this Agreement in exercising such individual's access.
- This Agreement has been duly and validly authorized, executed and delivered by Customer and constitutes its valid and binding obligation.
- In performing its obligations hereunder, Customer will comply with all laws, rules and regulations of all governmental bodies having jurisdiction. ~~Customer acknowledges that it is solely responsible for being aware of, and in compliance with, these applicable laws, rules and regulations, and that the CITY shall not be liable or responsible for Customer's failure to comply.~~ Customer acknowledges that it is solely responsible for being in compliance with, these applicable laws, rules, and regulations, and that the CITY shall not be liable or responsible for Customer's failure to comply.
- ~~• Customer holds all required regulatory authorizations and permits to perform this Agreement according to its terms. Customer will comply with all required regulatory authorizations and permits to perform this Agreement according to its terms.~~
- Customer's obligations under this Agreement do not conflict with any other agreement.

ARTICLE 13 – CITY REPRESENTATIONS AND WARRANTIES

13.1 The CITY represents and warrants the following:

- The CITY has all necessary power and authority to enter this Agreement and to perform all of its obligations hereunder.
- This Agreement has been duly and validly authorized, executed and delivered by the CITY and constitutes its valid and binding obligation.
- In performing its obligations hereunder, the CITY will comply with all laws, rules and regulations of all governmental bodies having jurisdiction.
- The CITY holds all required regulatory authorizations and permits to provide the Services identified herein.

ARTICLE 14 – DISCLAIMER OF WARRANTY

14.1 Except for express warranties set forth in the Agreement the CITY disclaim all express or implied warranties, including without limitation, warranties of title, non-infringement, merchantability, or fitness for a particular purpose. Except as expressly set forth in the Agreement, customer assumes total responsibility for use of the services. In addition to any other disclaimers of warranty stated in the Agreement, the CITY makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of the services will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy (including applicable firewall and Network Address Translation (NAT) policies) and security response procedures.

ARTICLE 15 – LIMITATION OF LIABILITY

15.1 Neither Party, their affiliates, agents, or contractors shall be liable for any indirect, incidental, special, reliance, punitive, or consequential damages or for any loss of, or cost to recover, data, use, business, revenues, profits, or goodwill relating to the services performed under this Agreement, or any action or omission relating to third parties, regardless of the legal theory under which such liability is asserted. Neither Party shall be liable for loss or damage or deemed to be in breach of this Agreement due to such Party's failure or delay of performance, wholly or in part, under this Agreement. Any Customer claims relating to this Agreement must be brought within sixty (60) days following the end of the term or termination.

ARTICLE 16 – LIMITATION OF SERVICE

16.1 Notwithstanding any other provision in this Agreement, this Agreement applies only to services provided directly to the Customer for the Customer's use. These provisions shall not apply to offerings by the Customer for services to third parties. This Agreement does not constitute a joint undertaking for the furnishing of any service to customers or other third parties of the Customer. Services provided to the Customer under this Agreement may be connected to other facilities between certain locations and thereby constitute a portion of end-to-end service furnished by the Customer to its customers or third parties. The CITY does not undertake to offer any services to any person or entity other than the Customer.

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ARTICLE 17 - ~~INDEMNIFICATION~~ LIMITATIONS

17.1 ~~To the extent permitted by law, Customer shall indemnify and hold harmless the CITY, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by the Customer of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Customer's negligent performance; or (c) any act, activity or omission of the Customer or any of its employees, representatives, or agents. Neither Party shall be liable for incidental, special, consequential~~

~~or punitive damages. The CITY agrees to reasonably cooperate with Customer in the defense of any third party claim, and agrees that the Customer will have full control and authority over the defense and any settlements. To the extent permitted by law, Customer shall indemnify and hold harmless the CITY, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by the Customer of any of its certifications, representations, warranties, covenants or agreements; or (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Customer's negligent performance. The Parties agree to reasonably cooperate with each other in the defense of any third party claim, and agrees that the Party in the litigation will have full control and authority over the defense and any settlements.~~

ARTICLE 18 – FORCE MAJEURE

18.1 Notwithstanding anything to the contrary contained in this Agreement neither Party shall be liable for loss or damage or deemed to be in breach of this Agreement due to such Party's failure or delay of performance, wholly or in part, under this Agreement if such failure or delay of performance is due to causes beyond such Party's reasonable control ("Force Majeure Event"), including but not limited to: acts of God, fire, flood, explosion, storm or other catastrophic event; strikes or work stoppages; lockouts; acts of any government authority or of any civil or military authority including regulatory mandates; national emergencies; cable cut(s); sabotage; insurrections; riots; wars; and unforeseen acts of third Parties that cannot be avoided by acts of due care. Any delay resulting from a Force Majeure Event shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable.

ARTICLE 19 – MISCELLANEOUS PROVISIONS

19.1 IP Address Allocation Policy. CITY shall provide all Internet Protocol ("IP") addresses needed for Customer and its equipment to use for the sole purpose of using the CITY Fiber Network to access the Internet and Intranet, provided that CITY retains sole and absolute administrative control of each IP address provided, including without limitation, determining system requirements and deployment of each IP address, monitoring system use, and denying assignment of or revoking assignments of addresses. Use of CITY addresses on other provider networks without CITY's written consent is prohibited.

19.2 Applicable Law. This Agreement will be governed by the laws of the State of Illinois, without reference to its choice of law rules.

19.3 Right and Authority. Each of the Parties hereto represents and warrants to the other that this Agreement shall be binding upon and insure to the benefit of each of the Parties hereto and their respective agents, servants, employees, representatives, affiliates, heirs, executors, transferees, successors, and assigns, as the case may be.

19.4 Notices. If to CITY: All inquiries and notices shall be addressed to City of Decatur, Attn: IT Director at 1 Gary K. Anderson Plaza, Decatur, Illinois 62723, by telephone at 217-424-2703 or by email at MIS@decaturil.gov.

If to Customer:

For Administrative and Maintenance Notices:

Name: Howard G. Buffett Foundation

Address:

City/State/Zip:

Phone #:

Email Address:

For Legal Notices:

Name: Howard G. Buffett Foundation

Address:

City/State/Zip:

Phone #:

Email Address:

19.5 Severability. If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, the Parties shall negotiate in good faith to agree on a substitute provision that is legal and enforceable and is as near as possible consistent with the intentions underlying the original provision. If the remainder of this Agreement is not materially affected by such declaration or finding and is capable of substantial performance, then the remainder shall be enforced to the extent permitted by law.

19.6 Interpretation. The construction of this Agreement shall not be construed against the Party causing its preparation but shall be interpreted on the basis of the plain meaning of the terms used which have been reviewed by both Parties in consultation with their respective counsel. Any provision of this Agreement officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination.

19.7 Modifications. The CITY may have the need to modify the service or business aspects of this Agreement from time to time due to changes in service or availability, and reserves the right to do so. The CITY shall provide 30 days prior written notice to Customer of any modification adopted by the CITY. The CITY will not change any legal terms and conditions in this agreement without the prior approval of Customer.

19.8 Assignability. Customer may not assign this Agreement or any of its obligations, duties or burdens arising hereunder, without the CITY's consent. A transfer or assignment in violation of this Section 19.8 shall constitute a material breach of this Agreement. CITY will not assign this Agreement, in whole or in part, to a private entity without the prior written consent of Customer. Notwithstanding the foregoing, Customer may assign this Agreement to any person or entity to whom Customer conveys title

19.9 Remedies. The rights and remedies of the CITY hereunder shall not be mutually exclusive; i.e., the exercise of one (1) or more of the provisions hereof shall not preclude the exercise of any other provision hereof. Customer acknowledges, confirms and agrees that damages may be inadequate for a breach or a threatened breach of this Agreement and, in the event of a breach or threatened breach of any provision hereof, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction or other equitable remedy. Nothing contained in this Agreement shall limit or affect any rights at law or by statute or otherwise for a breach or threatened breach of any provision hereof, it being the intent of this provision to clarify that the respective rights and obligations of the Parties shall be enforceable in equity as well as at law or otherwise.

19.11 Headings. The section headings in this Agreement are inserted as a matter of convenience and in no way define, limit, or describe the scope of extent of such section, or affect the interpretation of this Agreement

The Parties hereby execute and deliver this Agreement to each other as of the Effective Date.

City of Decatur

Signature:

Name:

Title:

|

EXHIBIT A

Acceptable Use Policy

Definitions

1. Email "**bombing**" is characterized by abusers repeatedly sending an identical email message to a particular address.
2. Email "**spamming**" is a variant of bombing; it refers to sending email to hundreds or thousands of users (or to lists that expand to that many users). It may also occur innocently, as a result of sending a message to mailing lists and not realizing that the list explodes to thousands of users, or as a result of an incorrectly setup responder message.
3. "**Flooding**" occurs when a target machine is flooded with TCP connection requests. The target system host becomes extremely slow, crashes or hangs. Broadcast or "**smurf**" attacks causes network links to become overloaded. The "**smurf**" attack sends a constant stream of echo requests "pings" to the broadcast address of a subnet.

Acceptable Use Policy

This Acceptable Use Policy (hereafter referred to as 'AUP') specifies certain actions prohibited by the CITY for users of the City Fiber Network. The CITY reserves the right to modify this Policy at any time to stay in compliance with all known laws, regulations, policies, and security requirements that may be established by appropriate legislative or regulatory authorities or enacted by CITY management or Legal Counsel. Customer unconditionally accepts the terms of this policy.

Authorized Use

CITY Fiber services are for the use of authorized users only and are subject to routine network monitoring by CITY staff to audit network security and performance. The city reserves the right to deny IP addresses or revoke IP addresses and/or deny service to any Customer violating the AUP.

Illegal Use

The CITY Fiber may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation coming through the City Fiber Network is prohibited. Illegal use includes, but is not limited to, material protected by copyright, trademark, trade secret or other intellectual property rights which is being used without proper authorization; government and military data protected by law and applicable national security policies and concerns; Customer data protected by public policy; and material that, in the CITY's sole discretion, is obscene, defamatory, constitutes an illegal threat, or violates export control laws or any other laws or applicable regulations, or any use which compromises the integrity of the City Fiber Network or any other network connected to the City Fiber Network.

System and Network Security

Violations of system or network security are prohibited, and may result in criminal and/or civil liability. Customer use of CITY Fiber Network constitutes consent to the CITY's routine network monitoring. Should any violations of the law or this AUP be discovered during monitoring, the CITY will involve and cooperate with local, Illinois, and Federal law enforcement authorities for resolution. Examples of unlawful acts and system or network security violations include, but are not limited to, the following:

1. Unauthorized access to or use of data, systems or networks, including any attempt to probe, damage, scan or test the vulnerability of a system or network or to breach security or authentication measures

without express authorization of the CITY. The CITY may scan or test the vulnerability of CITY Fiber Networks that it is responsible for or manage.

2. Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the network or system.

3. Interference with service to any user, host or network including, without limitation, email "bombing", email "spamming", flooding, deliberate attempts to overload the network or system. Broadcast or "smurf" attacks is prohibited.

4. Unauthorized access to any data, network, or system from a network or system for any purpose which is not lawful or which is intended to do harm.

5. Forging any part of TCP-Internet Protocol packet header or header information in an email or a newsgroup posting. Electronic forging of any kind to include, but not limited to, IP addresses, domains and business names.

SUBJECT: Resolution receiving and filing of the 2021 Official Zoning Map

ATTACHMENTS:

Description	Type
Council Memo	Cover Memo
Resolution	Resolution Letter

ECONOMIC & COMMUNITY DEVELOPMENT MEMORANDUM
No. 22-13

March 17, 2022

TO: Honorable Mayor Julie Moore Wolfe and City Council

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

SUBJECT: Resolution receiving and filing the 2021 Official Zoning Map

SUMMARY RECOMMENDATION: Staff is sending the 2021 Official Zoning Map to City Council publication by the City of Decatur’s City Clerk. This map is required by Illinois compiled Statutes Illinois Municipal Code (65 ILCS 5/11-13-19).

BACKGROUND: The annually updated zoning map reflects all zoning and boundary changes approved as of December 31, 2021. A paper copy will be available prior to the meeting for your review or you may request a copy from the City Clerk. The digital file for the zoning map is very large and can be accessed at:

<https://decaturil.gov/wp-content/uploads/2022/03/2021-Annual-Zoning-Map.pdf>

POTENTIAL OBJECTION: N/A

INPUT FROM OTHER SOURCES: N/A

STAFF REFERENCE: Any additional questions may be forwarded to Greg Crowe at 424-2786 or gcrowe@decaturil.gov.

BUDGET/TIME IMPLICATIONS: State Statutes require the said map to be published no later than March 31.

RESOLUTION NO. _____

**RESOLUTION RECEIVING AND FILING
THE 2021 OFFICIAL ZONING MAP**

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

Section 1. That the 2021 Official Zoning Map presented to the City Council herewith, be, and the same is hereby, received and placed on file.

Section 2. That the City Clerk be, and she is hereby, authorized and directed to sign said 2021 Official Zoning Map.

PRESENTED and ADOPTED this 21st day of March, 2022.

JULIE WOLFE MOORE, MAYOR

ATTEST:

CITY CLERK

City Clerk

DATE: 3/9/2022

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

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

SUBJECT: Resolution Approving Appointments - Firemen's Pension Fund Board of Trustees

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the appointments of Mark Avery and Anthony Cooling to the Firemen's Pension Fund Board of Trustees.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

Mark Avery	Firemen's Pension Fund Board of Trustees	4/17/2024
Anthony Cooling	Firemen's Pension Fund Board of Trustees	4/17/2024

DATED this 21st day of March, 2022.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2022-_____
RESOLUTION APPROVING APPOINTMENTS

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

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

PRESENTED AND ADOPTED this 21st day of March, 2022.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 21st day of March, 2022.

Julie Moore Wolfe, Mayor

City Clerk

DATE: 3/11/2022

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Resolution Repealing Resolution No. R2021-182 Regarding Approving an Amendment to the Decatur Macon County Enterprise Zone Intergovernmental Agreement

ATTACHMENTS:

Description

Type

Resolution

Resolution Letter

RESOLUTION NO. R_____

**RESOLUTION REPEALING RESOLUTION R2021-182 REGARDING APPROVING
AN AMENDMENT TO THE DECATUR MACON COUNTY ENTERPRISE ZONE
INTERGOVERNMENTAL AGREEMENT**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Decatur, Illinois, as follows:

Section 1. That Resolution R2021-182 passed by the City Council on October 4, 2021, regarding approving an amendment to the Decatur Macon County Enterprise Zone Intergovernmental Agreement is hereby repealed.

PRESENTED, PASSED, APPROVED AND RECORDED this 21st day of March, 2022.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

City Clerk

DATE: 3/11/2022

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Resolution Approving an Amendment to the Decatur Macon County Enterprise Zone Intergovernmental Agreement

ATTACHMENTS:

Description	Type
Resolution & Agreement	Resolution Letter

RESOLUTION NO. R _____

**RESOLUTION APPROVING AN AMENDMENT
TO THE DECATUR MACON COUNTY ENTERPRISE ZONE
INTERGOVERNMENTAL AGREEMENT**

WHEREAS, the City of Decatur, the County of Macon, and the Villages of Mt. Zion, Forsyth, and Long Creek entered into an Intergovernmental Agreement on December 1, 2014 for an Enterprise Zone; and

WHEREAS, the Parties have agreed to clarify the terms of said Intergovernmental Agreement; and

WHEREAS, the said Intergovernmental Agreement provides for amendments subject to approval by all parties; and

WHEREAS, the City Council of the City of Decatur believes that such clarification and amendments are in the best interests of the City of Decatur and its residents.

BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS: that the Amendment to Decatur Macon County Enterprise Zone Intergovernmental Agreement, hereto attached and incorporated as Exhibit A is hereby approved and that the Mayor, City Manager, and City Clerk are hereby directed to take any and all necessary steps to execute said Amendment.

PRESENTED AND ADOPTED this 21st day of March 2022.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

**AMENDMENT TO DECATUR MACON COUNTY ENTERPRISE ZONE
INTERGOVERNMENTAL AGREEMENT**

This Amendment Agreement made this _____ (date) by and between the City of Decatur, the County of Macon, the Village of Mt. Zion, the Village of Forsyth, and the Village of Long Creek.

WHEREAS, the City of Decatur, the County of Macon, the Village of Mt. Zion, the Village of Forsyth, and the Village of Long Creek entered the Decatur Macon County Enterprise Zone Intergovernmental Agreement on December 1, 2014 [hereinafter: AGREEMENT];

WHEREAS, circumstances have arisen wherein the AGREEMENT requires clarification to resolve potential ambiguity;

WHEREAS, the local units of government listed above desire to clarify and amend the AGREEMENT to serve the purposes and intent of the AGREEMENT; and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises in the AGREEMENT and as set forth herein, the City of Decatur, the County of Macon, the Village of Mt. Zion, the Village of Forsyth, and the Village of Long Creek agree to the Amendment of the AGREEMENT by adding the following terms to apply to the operation and management of the Enterprise Zone:

- A. Section II, Subpart E) of the AGREEMENT shall be amended to state as follows:

"Retail/commercial companies" as described herein, are Enterprises in the business of selling products or services in the following categories: stores selling products to the general public or wholesale customers, restaurants, hotels/motels, and related concerns. Additionally, "retail/commercial companies" and "retail/commercial property" shall include multi-family properties, with a minimum of ten (10) living units with minimum investment of \$50,000/unit and maximum of \$250,000/unit (exclusive of site preparation work, utilities, and infrastructure) which construction of development must be completed within 24 months after obtaining necessary building permits. The per unit limits applicable in this Subpart E shall be adjusted for inflation annually commencing January 1, 2023 based on the Consumer Price Index, United States average on all items and commodity groups, issued by the Bureau of Labor Statistics of the United States.

- B. Section II, Subpart F) of the AGREEMENT shall be amended by adding the following:

11. Single family residential homes

The undersigned hereby agree as of the date and year set forth above.

City of Decatur

County of Macon

Village of Long Creek

By: _____

By: _____

By: _____

Village of Mt. Zion

Village of Forsyth

By: _____

By: _____

City Clerk

DATE: 3/11/2022

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: An Ordinance Amending the Property Tax Abatement Qualifying Criteria for the Decatur Macon County Enterprise Zone - City of Decatur

ATTACHMENTS:

Description	Type
Ordinance	Ordinance

ORDINANCE NO. 2022-_____
AN ORDINANCE AMENDING THE PROPERTY TAX ABATEMENT
QUALIFYING CRITERIA FOR THE
DECATUR MACON COUNTY ENTERPRISE ZONE
-CITY OF DECATUR-

WHEREAS, The Decatur Macon County Enterprise Zone was certified by the Illinois Department of Commerce and Economic Opportunity to begin operations on January 1, 2016 in accordance with the Illinois Enterprise Zone Act (20 ILCS 655/1 et. seq.), hereafter referred to as “the Act”; and,

WHEREAS, the City of Decatur adopted Ordinance 2014-66 (the “Initial Designating Ordinance”), designating an Enterprise Zone (known as the “Decatur Macon County Enterprise Zone”); and,

WHEREAS, the County of Macon, the Village of Forsyth, the Village of Long Creek, and the Village of Mt. Zion, (collectively with the City of Decatur, the “Designating Units of Government”), each adopted substantially identical Designating Ordinances; and,

WHEREAS, the Designating Units of Government, have determined and concur that it is desirable and necessary for the Decatur Macon County Enterprise Zone, hereafter referred to as “the Zone”, to amend the qualifying criteria for property tax abatement within the boundaries of the Zone to meet the needs of existing employers and targeted investors and industry sectors in the region; and,

WHEREAS, specific participating taxing bodies will be requested to make similar amendments to their respective property tax abatement policies; and,

WHEREAS, certain parts of the Zone lie within the boundaries of the **CITY OF DECATUR**;

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

SECTION 1. Recitals. The foregoing recitals are hereby incorporated into and made a part of this Ordinance as if fully set forth herein.

SECTION 2. Amendment of Ordinance 2014-66, as amended. That the original Designating Ordinance 2014-66 as amended, shall be further amended to reflect the changes to the Zone property tax abatement program as outlined below.

A. Section 2.A.5. shall be amended to state as follows:

Enterprises in the business of selling products or services in the following categories: stores selling products to the general public or wholesale customers, restaurants, hotels/motels, related concerns, and certain multi-family residential development projects.

B. Section 2. A.6 shall be amended to add the following ineligible project category:

11) Single family residential homes.

C. Section 2.F. shall be amended to state the following:

That, with the adoption of this Ordinance, taxes on real property levied by the **CITY OF DECATUR** shall be abated on retail, restaurant, hotel/motel, commercial and certain multi-family residential property developments located within the Zone, with the exception of those projects outlined in "Section 2.A.6." above, upon which new improvements have been constructed subsequent to such approval as follows:

D. Section 2.G. shall be amended to state as follows:

The above property tax abatement shall be available for eligible retail, restaurant, hotel/motel, commercial; and certain multi-family housing development projects involving real property upon which construction, improvements, renovation or rehabilitation, for which a building permit is required, which results in an increase in the equalized assessed valuation of at least \$25,000 has been completed after January 1, 2016 and prior to the expiration, termination or decertification of the Decatur Macon County Enterprise Zone.

Additionally, "retail/commercial companies" and "retail/commercial property" shall include multi-family properties, with a minimum of ten (10) living units with minimum investment of \$50,000/unit and maximum of \$250,000/unit (exclusive of site preparation work, utilities, and infrastructure) which construction of development must be completed within 24 months after obtaining necessary building permits. The per unit limits applicable in this Subpart shall be adjusted for inflation annually commencing January 1, 2023 based on the Consumer Price Index, United States average on all items and commodity groups, issued by the Bureau of Labor Statistics of the United States.

Section 3. Severability. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

Section 4. Effective Date. This Ordinance shall be in effect from the date of and after its passage, approval and recording and upon certification by the Illinois Department of Commerce and Economic Opportunity, according to law.

PRESENTED AND ADOPTED this 21st day of March 2022.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

Financial Management

DATE: 3/14/2022

MEMO: Finance Department

TO: Honorable Mayor Julie Moore Wolfe, and
Members of the City Council

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

SUBJECT: Resolution Authorizing Signatory Authority International City Management
Association – Retirement Corporation (ICMA-RC) Appointment of Plan Coordinator

ATTACHMENTS:

Description	Type
Council letter	Cover Memo
Resolution	Cover Memo

LETTER to the DECATUR CITY COUNCIL
Finance Department

DATE: March 14, 2022

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing Signatory Authority International City Management Association – Retirement Corporation (ICMA-RC) Appointment of Plan Coordinator

SUMMARY RECOMMENDATION:

City Administration recommends City Council approval of the attached Council Resolution, whereas such resolution will designate Gregg Zientara, City Treasurer & Director of Finance, as its Plan Coordinator with the International City Management Association – Retirement Corporation (ICMA-RC).

The City Comptroller serves as the city's Plan Coordinator to the ICMA-RC. The employment resignation of the City Comptroller requires the city to appoint a Plan Coordinator. The appointment of Mr. Zientara will be in an interim capacity, whereby, upon replacement of the City Comptroller position, the new Comptroller will by appointment and action of the City Council, serve as the city Plan Coordinator.

RESOLUTION NO. R2022 - _____

**RESOLUTION AUTHORIZING SIGNATORY AUTHORITY
INTERNATIOANL CITY MANAGEMENT ASSOCIATION – RETIREMENT
CORPORATION (ICMA-RC)
APPOINTMENT OF PLAN COORDINATOR**

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

Section 1. That the City of Decatur International City Manager Association – Retirement Corporation (ICMA-RC) Application designate Gregg D. Zientara, City Treasurer & Director of Finance, as its Plan Coordinator, and that said Application be, and the same is hereby, received, placed on file, and approved.

Section 2. That the Plan Coordinator and City Clerk be, and they are hereby, authorized and directed to sign, seal, and attest said Application on behalf of the City of Decatur.

PRESENTED AND ADOPTED this 21st day of March 2022.

Julie Moore Wolfe, Mayor

ATTEST:

Kimberly Althoff, City Clerk

City Manager

DATE: 3/16/2022

MEMO:

TO: Mayor Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager

SUBJECT: February, Monthly Reports, 2022

ATTACHMENTS:

Description	Type
Community Development, February, 2022	Cover Memo
Fire, February, 2022	Cover Memo
Police, February, 2022	Cover Memo
Public Works, February, 2022	Cover Memo
IT, February, 2022	Cover Memo

**COMMUNITY DEVELOPMENT DEPARTMENT
MONTHLY REPORT
FEBRUARY 2022**

PLANNING AND DEVELOPMENT DIVISION

For the month of February, the Planning and Development staff processed and reviewed commercial site plans and other development submittals. We have adapted to doing some reviews of digital submittals of site plans and other materials.

In February, staff in conjunction with other city departments reviewed nine (9) submittals broken down by review type below:

Cellular Tower Review	5
Sign Permit	2
Fence Permit	1
Commercial Plan Review	1

We have ongoing Economic Development projects both in the planning stage and under way. Staff along with other departments held TRC meetings, Zoom meetings or conference calls for pending and ongoing developments.

We are also handling the sale and acquisition of City owned property in furtherance of Community Revitalization. The majority of the vacant lots sold have been acquired by adjacent homeowners interested in expanding their outdoor living space with some of the other acquisitions being made by a Church and Non-profits and one (1) commercial owner that owns other adjacent vacant lots.

Vacant Lot Sales

PAST MONTH	TOTAL	TOTAL REVENUE
3	48	30,850

Property Acquisitions

PAST MONTH	TOTAL SINCE 09/01/2021
0	2

BUILDING INSPECTIONS DIVISION

For February, we issued a total of 66 permits broken down by permit type below. Of those, we had one (1) permit with a value of over \$500,000. The Division performed 122 inspections and 11 consultations.

PERMIT TYPE	# ISSUED	WORK VALUE
Commercial Building	9	\$1,606,238
Residential Building	5	106,334
Demolition	12	192,928
Electrical	5	58,699
Mechanical	11	186,776
Plumbing	11	28,983

Roof	8	249,059
Pool	0	0
Fence	2	11,299
Sign	2	6,050
Temporary Structure	1	200
Wheelchair Ramp	0	0
TOTAL	66	\$2,446,566

NEIGHBORHOOD REVITALIZATION DIVISION

- Staff continued to prepare special reports for loans. Collections and delinquency reports continue on various loan accounts.
- Staff qualified homeowners for the Residential Rehabilitation program.
- Staff prepared environmental reports for residential rehabs, demolitions, and exempt activities.
- Staff continued assistance through the Emergency program for homeowners with life threatening, health and safety issues, i.e. inoperable air conditioners and electrical.
- Staff continues working with Dove Financial Assistance using American Rescue Program (ARP) funds to assist residents with rent/mortgages and utilities.
- Staff continues to work with our land bank to rehab or acquire various properties.
- Staff continues to work with Project READ and OKO as subrecipients for the public service funding from CDBG.
- Staff is working with Public Works on a CDBG sidewalk project for the Johns Hill area. Work is 95% complete.
- Staff closed out the Local ES grant from DCEO. Ninety-six (96) businesses received assistance with Rent/Mortgage, utilities, PPE's and/or parklets.
- Staff continues to meet with various nonprofits to discuss revitalization opportunities.
- City of Decatur continues to work with Community Investment Corporation of Decatur (CICD) as a sub recipient to assist small businesses with mortgage/rent and utilities. No numbers were available for assistance in February.
- Staff was selected to attend the Vacant Properties Leadership Institute in Austin, TX. City staff participated with the city of Peoria, Rockford and other communities across the country to discuss successful ways to reuse vacant land.
- Staff continued designing the Owner Occupied Rehab program (ARPA).
- Staff continues working on the Neighborhood Revitalization strategy, which includes rehabilitation, acquisition and demolition to various areas of the City.
- Staff worked with the finance department to prepare for upcoming audit. Neighborhood Revitalization has to reconcile 7 grants that were in operation during the 2021 fiscal year.
- Staff continues work on the IHDA Single Family Rehab grant and Strong Communities grant.
- Staff continues providing technical assistance to a local neighborhood organization who is interested in being a Community Housing Development Organization (CHDO).
- Staff continues to be active in the Continuum of Care process as well as homeless meetings, and events as required by HUD.
- The City has partnered with Woodford Homes (Carrie Lane) by providing HOME financial assistance for a group home project. The overall project cost is about 4 million. Staff completed the environmental review and the agreement was approved by City Council.
- Staff continues working to close out the Clean-up Green Up program. Residents within the targeted area will receive a one-time cleanup of their yard. The program will resume in the

spring. Last year's partners included: Block by Block, Shemilah Outreach Center, Southside Improvement Association (SIA) and Coalition of Neighborhood Organizations (CONO).

- Staff continues working with HUD CPD-Chicago to ensure compliance with a multi-rental complex, which is now under new ownership.
- Staff continues working with Key Strategic to develop a plan (Macon County & the City of Decatur) on our Workforce Development ecosystem.
- Staff met with Decatur Jobs Council to assist with the reorganization of the committee.
- Staff is working with a local lender on a pilot program within the Johns Hill Neighborhood.
- Staff met with outside agencies, i.e. Dove, DMCOC dba Empowerment Opportunity Center, CIGD, OKO, CoC, Homeless Advisory Council, Shemilah Outreach, Decatur Community Partnership, SIA neighborhood group, CONO, and various committees.

NEIGHBORHOOD INSPECTIONS DIVISION

Staff continued to enforce the International Property Maintenance Code and local City Ordinances (Chapters 48, 49, 56 and 70). The Division is committed to working with the citizens of Decatur to maintain a healthy and safe environment for those living here.

See attached for a summary of the work involved during the month of February 2022.

ATTACHMENT

NEIGHBORHOOD INSPECTIONS DIVISION MONTHLY REPORT FEBRUARY 2022

NEW CASES		DEMOLITIONS	
		Year-to-Date	
Health & Safety (72 Hour)	41	Demolished	5
Direct to Legal (Repeat Offenders)	0	New Cases	8
Housing and Unfit	19	Sent to Legal	0
No Garbage Service	2	Sent to Council	0
Nuisance	108	Out to Bid	0
Secure of Abandoned Buildings	16	Contracts Granted	10
Weeds	0	Contract Amount	210,266.00
		Permits Issued	0
		Permits Finaled	2
TOTAL	186	Active Demolitions	206

RE-INSPECTION VISITS		GARBAGE SERVICE COMPLAINTS	
Code Enforcement	612	Received	49
Weeds	0		

INVOICES*	
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TOTAL	612
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CASES SENT TO LEGAL FOR COURT	
Code Enforcement	29
Weeds	0

WEED ABATEMENT	
Contractor Mowed	0
Owner Mowed	0
TOTAL	
	0

New Invoices	27
Dollar Amount	\$19,635.50

PAYMENTS RECEIVED**	
Weeds	\$459.67

* includes costs incurred by the City of Decatur - Health and Safety (72 hour), Securing of Abandoned Buildings and Weed Abatement

** reimbursement for costs incurred by the City of Decatur for weed abatement.



DECATUR FIRE DEPARTMENT
MEMORANDUM
2022-03

March 9, 2022

TO: Scot Wrighton, City Manager

FROM: Jeff Abbott, Fire Chief

RE: Monthly Report – February 2022

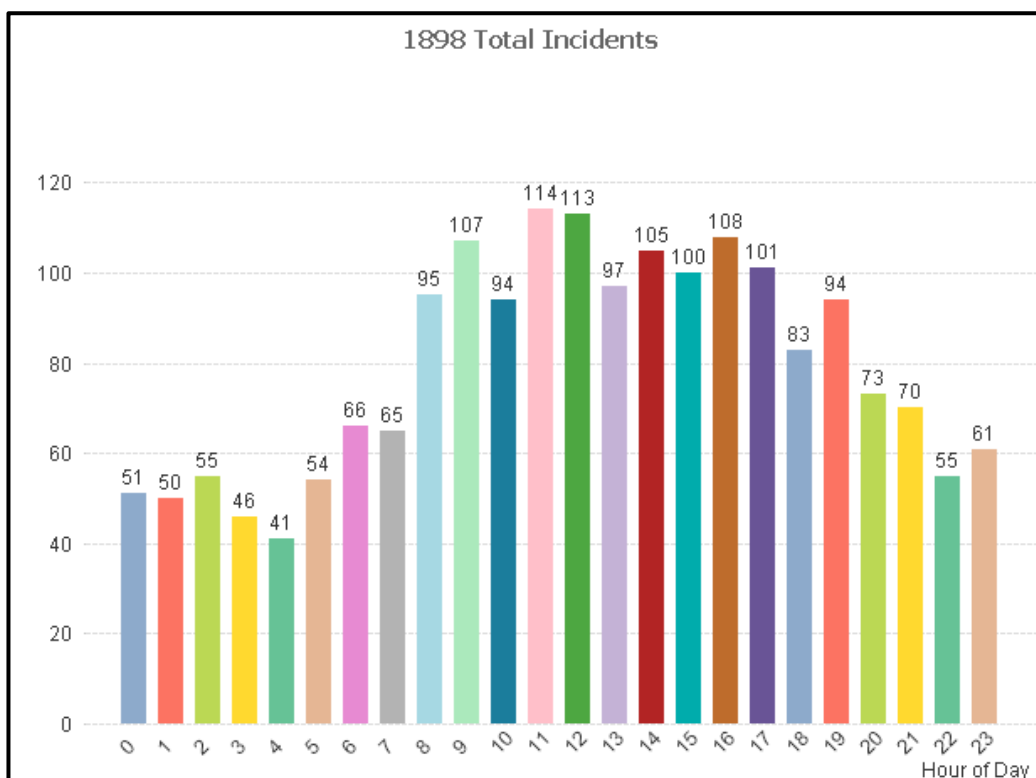
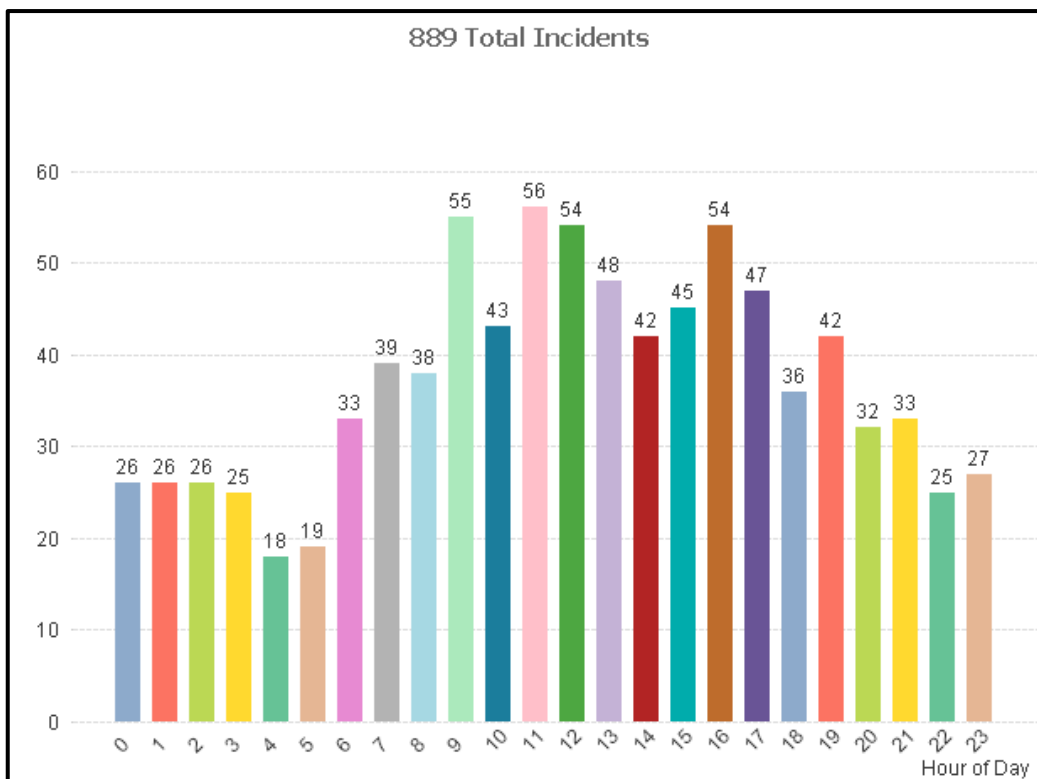
The fire department responded to 889 alarms in February. There have been 1898 alarms so far this year. There were 1779 alarms at this point last year.

The construction of the new station 7 is not progressing due to weather related issues. The construction should increase once spring arrives.

The department took possession of a new (used) Rescue truck that was purchased from the Boston Fire Department. The unit will replace our old Squad vehicle that is used for Technical Rescue/TRT/Hazardous Materials alarms. The unit will be able to carry more equipment than the previous vehicle and eliminate the need to pull a trailer for extra equipment.

Fourteen (14) department members began taking a certified fire investigator class taught in Decatur by the Illinois Fire Service Institute. Overtime costs are still high, but the amount includes sending the 14 members to the Investigator class.

We are still required to test unvaccinated firefighters every week. The number of positive cases seems to be trending down amongst those tested.



TRAINING:

Monthly EMS training through the Target Solutions training site for environmental emergencies: Review the types and describe field management of immersion emergencies. Describe field management of the patient experiencing a cold-related emergency. Describe field management of the patient experiencing a heat-related emergency. Review the signs/symptoms and describe field management of the anaphylactic patient. Complete assigned Target Solutions courses with a passing quiz grade.

All members completed Anaphylaxis code stations where the members had to: Demonstrate familiarization of the current Region 6 protocol for Anaphylaxis, Perform anaphylaxis management as an integrated company of BLS/ILS/ALS providers. Know how to perform manual defibrillation functions of the company's assigned AED. Analyze ECG tracings and identify rhythms generated by the simulator on the ECG screen. Demonstrate drawing up medications from ampules and appropriate administration

Monthly EMS training through the Target Solutions training site: All members completed course work and review of A07 Cardiogenic Shock, B02 Initial Medical Care, B23 Shock Non-trauma, C03 Initial Trauma Care, C06 Region 6 Trauma Triage Algorithm, C07 Amputation, C08 Burns, and C12 Hemorrhage.

Monthly SOP/SOG Review through the Target Solutions training site: L-101 Commercial Key Box, L-102 Residential Key Box, L-104 Fire Company Pre-Plan Inspection, L-108 Hydrant testing, and L-109 Illegal Parking in a Fire Lane.

All members reviewed power points and discussed pre-plan inspection and firehouse occupancy database entry. Company pre-plan inspections will begin for business occupancies in the city. 15 members are currently attending 120 hour fire investigator class. This class is designed as the foundational level of education and training for fire and arson investigators.

Company Officer Training Consisted of NFPA 1021 Firefighter Safety and Health.

All members completed company drills; Response Territory Familiarization, driver training, and pre-plan inspections.

FIRE PREVENTION: NO REPORT

DECATUR ILLINOIS POLICE DEPARTMENT

**TO: Mayor Julie Moore-Wolfe
City Council Members
City Manager Scot Wrighton**

FROM: Shane Brandel

RE: February 2022 Monthly Report

STAFFING

Sworn Police Officer Staffing

At the end of the month staffing was 138. Current staffing for the Decatur Police Department is as follows:

<u>Position</u>	<u>Current</u>	
Police Chief	1	
Deputy Chief	3	
Police Lieutenant	4	
Police Sergeant	17	
<u>Police Patrol Officer</u>	<u>113</u>	
TOTAL	138	Budgeted: 148

8 of the 138 are either at the Police Training Academy or in the Field Training Program

Zero retirements expected in March. Two resignations are expected in March (leaving to go to ISP).

Civilian-Non Sworn Police Staffing

At the end of month staffing was 13. Current civilian staffing for the Decatur Police Department is as follows:

<u>Position</u>	<u>Current</u>	
Administrative Secretary	1	
Crime Analyst	2	
Sr. Clerk Typist	2	
Records Supervisor	1	
Parking Enforcement	2	
Part-time FOIA Officer	2	
<u>Community Liaison Officer</u>	<u>3</u>	
Total	13	

PATROL DIVISION

<u>Function</u>	<u>Month</u>	<u>YTD</u>
Community Meetings	5	7
Directed Patrols	21	38
Active Problem Oriented Policing Projects	0	0
Completed Problem Oriented Policing Projects	0	0
Parking Citations	57	102
Criminal Arrests	211	435
Felony Drug Arrests	12	24
Firearms Seized	8	26
Traffic Citations	437	912
Field Interviews	105	174
Written Warnings	128	289
Calls for Service/CAD incidents	3418	7000
Unlawful Use of Motor Vehicle tows	108	184
Driving Under the Influence Arrests (DUI)	19	37
DUI involving accidents	9	15
Fatal Accidents	0	1
Traffic Accidents	213	438
Accidents with Personal Injury	33	57
City Ordinances Arrests	2	4

Distracted Driving Enforcement-

Electronic Communication Device Citations:

<u>State Citations</u>	<u>YTD</u>	<u>Warning Citations</u>	<u>YTD</u>
12	13	5	10

CRIMINAL INVESTIGATIONS DIVISION

Street Crimes: Drug Seizures for the month:

<u>Drug</u>	<u>Amount</u>	<u>YTD Seizure</u>	<u>Street Value</u>
Cannabis	4890 grams	7107 grams @ \$10-gram	\$71,070
Cocaine-Powder	261 grams	571 grams @ \$100-gram	\$57,100
Cocaine-Crack	0 grams	36 grams @ \$100-gram	\$3,600
Heroin	0 grams	1 grams @ \$300-gram	\$300
Ecstasy	0 hits	0 hits @ \$20 hit	\$0
Meth	60 grams	91 grams @ 100-gram	\$9100
K-2/Pills:	0 pills	0 pills	
Search Warrants: 4		YTD: 11	
US Currency Seized: \$7,539		YTD: \$33,295	
Firearms seized: 5		YTD: 18	
Vehicles seized: 0		YTD: 3	
Arrests:10		YTD: 23	

Criminal Investigations (Adult & Juvenile Detectives):

New cases assigned: 88	YTD: 180
Cases closed/resolved: 89	YTD: 157
Criminal Arrests: 34	YTD: 68
Homicides: 1	YTD: 2
Infant Death Investigations: 1	YTD: 1
Suicide Detective Investigations: 1	YTD: 2
Missing Person Investigations: 1	YTD: 6
Computer forensic Exams: 1	YTD: 2

Crime Analysis Unit and Investigations:

Sex Offender Registrations: 125 YTD: 293

Freedom of Information (FOIA)

The Professional Standards Unit received 205 Freedom of Information Act requests for the month.

Total requests YTD in 2022 is 433.

U.S. Marshall's Great Lake Task Force

Felony Arrest:	21	YTD: 53
Misdemeanor Arrests:	4	YTD: 5
Total:		TTD: 58

**Public Works Department
Monthly Report
February 2022**

Engineering:

2021 Water Main Replacement Project:

Month Activity: No work was completed in February.

Project Background: The project was designed by Engineering staff, the 2021 project is in three locations.

The newly annexed neighborhood NW of Mound and Greenswitch, a small relocation of watermain on Rea's Bridge Rd near the bridge across lake Decatur, and in South Shores bounded by the streets Bay Shore, Point Bluff and Shoreline. The City received the IEPA permit in March and the project was advertised on March 17, 2021 with bids received on April 7, 2021. The project was awarded to Burdick Co as the lowest responsive bid on April 9, 2021. The start date was delayed due to the unexpected lead time on pipe, pipe is currently part of national material shortages. Burdick has completed the Rea's Bridge Area and Greenswitch Area. Work will not start in South Shores until late winter or early spring due to the delay in materials and after mid-November the streets will not be able to be restored with asphalt in a timely manner.

2021 State Motor Fuel Tax - Asphalt

Month Activity: No work was completed in February.

Project Background: The project was designed and advertised by Engineering staff on June 2, 2021 with bids received on June 16, 2021. Dunn Company as the lowest responsive bid and the contract was awarded on July 6, 2021. Paving is completed between Cantrell and Lake Shore Drive with the section between Wood and Eldorado to be deferred until the Spring of 2022.

2021 State Motor Fuel Tax – Concrete and Brick

Month Activity: No work was completed in February.

Project Background: The project was designed by Engineering staff and advertised on May 12, 2021 with bids received on May 24, 2021. Kinney Co had the lowest responsive bid, the contract was approved on June 7, 2021. The project includes Concrete patching on Airport Rd north of Rt 36, MacArthur north of Ash, and 27th St North of Kile. It also includes repair of Main St between Oakland and Fairview. All concrete patching is complete. The contractor has received the brick but due to concerns of freezing temperatures the project has been delayed until the Spring of 2022. The work should take three weeks to compete.

Country Club Road Reconstruction Project:

Month Activity: No work was completed in February.

Project Background: The project was designed and advertised by Engineering staff on July 7, 2021 with bids received on June 21, 2021. Dunn Company as the lowest responsive bid and the contract was awarded on August 2, 2021. The asphalt paving was completed in October. The work remaining in the spring is utility adjustments.

Center Street Bridge Replacement:

Month Activity: No work was completed in February.

Project Background: The design was completed by WHKS with bids received by IDOT on March 5, 2021. The bids were higher than the engineer's estimate and the City Council

approved concurrence on April 5, 2021 to approve Sangamo's bid for \$1,595,148.92. IDOT awarded the Bid to Sangamo in April and the preconstruction was on April 28, 2021.

Construction started in May of 2021. Sangamo removed the existing structure and build the low water level river crossing for construction on the new structure. Sangamo has completed the abutments, center pier, beams and deck. Sangamo completed the bridge parapet wall, guardrail and striping in November which allowed the bridge to open on November 24. Final restoration and seeding will be completed in the Spring.

2021 Trenchless Long Lining

Month Activity: Insituform is preparing the final report for submittal in February.

Project Background: The project was designed and advertised by Engineering staff on July 14, 2021 with bids received on August 4, 2021. The project is located at various locations around town using scoring determined by the City's CCTV program. The City received three bids with Insituform providing the lowest responsive. The project was awarded to on August 16, 2021. The work was completed in December.

2021 Storm Drainage Improvement Project

Month Activity: No work was completed in February.

Project Background: The project was designed and advertised by Engineering staff on June 14, 2021 with bids received on July 8, 2021. The project is at various locations in need of repair or improvement. The City received three bids with Entler Excavating providing the lowest responsive. The project was awarded by City Council to Entler Excavating on July 19, 2021. Approximately 50% of the work has been completed. Two locations are on hold due to the lead time of the PVC pipe. The manufacturer currently will not provide an estimated delivery date on

the pipe. The pipe material cannot be changed due to IEPA requirements.

Meadowlark Bridge Replacement Project

Month Activity: No work was completed in February.

Project Background: The final plans were approved by IDOT in October. The project was advertised on October 28 with bids due November 18. Kinney Contractors provided the low bid for the project. The project was awarded on December 6th Council meeting.

MUNICIPAL SERVICES MONTHLY DATA 02/01/2022-2/28/2022

TASKS	QUANTITY	MANHOURS	OTHER INFO
CD Cleanups			
Home Secures			
City Property Cleanups			
Abatements (weed & brush)			
Stump Removal		2 hrs.	
Tree Trimming			
Tree Removal	14 trees	116 hrs.	222 In Dia.
Storm Damage			
Misc. / Forestry		8 hrs.	
Municipal Service Center Maintenance		52 hrs.	
Ditching			
Sewers Jetted			
Sewers De-rooted			
Street Sweeping			
Spray Patcher			
Pothole Patches Repairs	3,953	625 hrs.	
Street Repairs(Asphalt)			
Snow Fence			
SS Utility Cuts Driveway			
SS Utility Cuts Pavement			

SS Utility Cuts Sidewalk			
Water Dept. Cuts Driveway			
Water Dept. Cuts Pavement	3 pavement jobs	195 hrs.	
Water Dept. Cuts Sidewalk			
Water Dept. Cuts Curb/Gutter			

**Water Production Division
Monthly Activity Report
February 2022
(updated information in bold text)**

DeWitt County Wellfield Improvements: A Request for Qualifications and Proposals (RFQP) for these improvements was advertised on February 16 with submittals due March 23.

Lake Decatur Landscape Maintenance: There was no activity this month.

Lake Decatur Water Level: Lake Decatur was maintained at an average level of 612.7 feet (86% full) which is normal for February.

Lake Decatur Watershed Management Plan: The City has been unofficially notified that it will receive a \$100,000 IEPA Section 319 grant this year. Northwater Consulting continued preparing this year's USDA Regional Conservation Partnership Program (RCPP) grant application, implementing the watershed water quality monitoring network and prioritizing site specific water quality improvement projects (also called Best Management Practices or

BMPs) to be implemented this year. A request was made to the Macon Co. Soil & Water Conservation District for assistance with implementing the prioritized BMPs.

Oakley Sediment Basin: A Request for Qualifications and Proposals (RFQP) for basin drainage improvements was advertised on February 9 with submittals due March 16.

Performance Outcomes:

1. Meet or exceed the federal and state drinking water standard for turbidity, chlorine and nitrate. All of these standards were met or exceeded this month.
2. Monitor safety on Lake Decatur by recording the number of boat accidents and boat operating under the influences (OUIs) on the lake annually. No accidents nor OUIs occurred this month.
3. Reduce the amount of sediment accumulating in the lake annually. The 2021 monitoring summary for this outcome was provided to the City Council in January.

South Water Treatment Plant East Clarifiers to Claricones Conversion: Plocher Construction continued submitting shop drawings for Crawford, Murphy & Tilly (CMT) approval. Construction is tentatively scheduled to begin March 23.

Water Production: Continued analyzing water quality samples for Lake Decatur Watershed Management Plan monitoring. 525.9 million gallons of potable water were pumped into the water distribution system which was 0.18% less than February 2021.

February 2022

Water Services:

Staff repaired 10 water main failures, 9 water services and 1 fire hydrant. Inspected 30 system valves, 1 fire hydrant and completed 884 Utility Billing service orders and 23

miscellaneous distribution system orders. Staff also assist with Downtown snow removal operations.

Monthly Report of Priorities and Projects
Information Technology Department
Fiscal Year 2022
February

This month, the Information Technology (IT) Department staff completed the following notable work/tasks:

- Executing a replacement plan to replace older in-car computers for Police. Six have been completed and 6 more are being staged for March 2022.
- The in-car computer system is being staged for an upgrade from the UEMS version to the UDE version.
- The search for a replacement dispatch system continues and has been narrowed to three vendors. Answers to questions submitted to the three vendors will be reviewed at a meeting scheduled for March 8.
- Work continues with moving licenses from a city developed application to the new process system called OpenGov.
- Completed Security access review for the Library and Transit employees who have access to the Tyler MUNIS system.
- Until all City developed applications can be migrated from our DB2 database to other main line systems used by the city, we will be moving ones that are still written in DB2 to a SQL database to make them easier to work with and migrate in the future.
- Worked with GIS staff to export data from Tyler MUNIS into GIS to dynamically update map layers.
- Cost to extend the City Fiber system to the new Howard Buffett property south of Grove Road on south Route 51 is being estimated by Bodine Electric.
- The upgrade to the 2019 version of the MUNIS ERP was canceled due to performance issues fleshed out during testing. Tyler believes the performance issues are corrected in their 2021 version. Testing will begin in March for the 2021 version of MUNIS ERP slated for November implementation.
- Installed eSignature pads for the city Water Billing finance area to gather electronic signatures for water service.
- Work has resumed on the Fiber Optic Grant project. Underground boring has resumed on Wood Street.
- Continuing to evaluate several different outsourcing and management opportunities for the City Website.
- We are completing staging for a hardware replacement for the City Phone System due to be complete in March.
- The I.T. Department in conjunction with and outside vender completed a Security Audit of our Data Network. We expect results of this audit in March 2022.
- In February, IT processed 85 Help Desk tickets, resolving 43 on the initial call. (50.6% First Call Resolution Rate).