



Monday, March 20, 2023

5:30 PM

City Council Chamber

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Proclamations and Recognitions

III. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

IV. Approval of Minutes

Approval of Minutes of March 6, 2023 City Council Meeting

V. Unfinished Business

1. Ordinance Rezoning Property from O-1 Office District to PD Planned Development District - 888 South 16th Street

VI. New Business

1. Treasurer's Financial Report
2. Resolution Authorizing a Redevelopment Agreement Concerning Property at Martin Luther King Drive and Sangamon Streets to Facilitate Investment and New Job Creation
3. Ordinance Amending City Code Chapter 9 Transportation Services Department
4. Resolution Authorizing Execution of a Professional Services Agreement for the Transit Comprehensive Operations Analysis Between Alfred Benesch & Company and the City of Decatur
5. Ordinance Amending City Code Chapter 64 Water Service
6. Ordinance Amending City Code Chapter 74 Sanitary Sewer System
7. Resolution Authorizing Cash Rent Farm Lease with Tiger Fiber Inc. for Oakley Sediment Basin Interior

8. Ordinance Authorizing Negotiation and Execution of Negotiated Easement with Archer-Daniels-Midland Company for the Underground Injection and Sequestration of CO₂
9. Resolution Authorizing a Real Estate Purchase Agreement for Properties Between Una Mae Eldridge and Una Mae Eldridge Living Trust and the City of Decatur
10. Resolution Authorizing Agreement with Love Learning and Laughter Daycare (LLLD)
11. Resolution Authorizing the Execution of An Agreement with Steve's Trucking for the Demolition of Transit Buildings at 300 E. Macon (Former Tommy House Tire)
12. Resolution Accepting the State of Illinois Joint Purchasing Contract Holder Bid Price of Sutton Ford Inc. for the Purchase of Four (4) 2023 Ford Interceptor Utility Vehicles and Two (2) 2023 Ford F-150 Police Responders
13. Consent Calendar: Items on the Consent Agenda/Calendar are matters requiring City Council approval or acceptance, but which are routine and recurring in nature, are not controversial, are matters of limited discretion, and about which little or no discussion is anticipated. However, staff's assessment of what should be included on the Consent Agenda/Calendar can be in error. For this reason, any Consent Agenda/Calendar item can be removed from the Consent Agenda/Calendar by any member of the governing body, for any reason, without the need for concurrence by any other governing body member. Items removed from the Consent Agenda/Calendar will be discussed and voted on separately from the remainder of the Consent Agenda/Calendar.
 - A. Ordinance Annexing Territory 2375 Mesa Drive
 - B. Resolution Authorizing Action Regarding Unsafe Structures
 - C. An Ordinance Reserving 2023 Volume Cap for Private Activity Bond Issues, and Related Matters
 - D. Resolution Authorizing the Execution of an Agreement with Steve's Trucking for the Demolition of 1004 W. Wood
 - E. Resolution Authorizing the Execution of an Agreement with Steve's Trucking for the Demolition of 445 W. King
 - F. Resolution Accepting the State of Illinois Joint Purchasing Holder Bid Price of Morrow Brothers Ford Inc. for the Purchase of One (1) 2023 Ford F-150 Crew Cab Pick-up Truck

VII. Other Business

VIII. Adjournment

Monthly Reports, February, 2023

City Clerk

DATE: 3/14/2023

MEMO:

TO: Julie Moore Wolfe, Mayor
City Council Members

FROM: Kim Althoff, City Clerk

SUBJECT: Approval of Minutes of March 6, 2023 City Council Meeting

ATTACHMENTS:

Description	Type
Minutes of March 6, 2023 City Council Meeting	Backup Material

CITY COUNCIL MINUTES
Monday, March 6, 2023

On Monday, March 6, 2023, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

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

Mayor Moore Wolfe introduced Ms. Beth Wallace who read a Proclamation declaring “Turn the City Blue” from March 10th, 2023 through March 16th, 2023 for Animal Abuse Awareness.

Deputy City Manager Jon Kindseth 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: Abeer Motan.

Mayor Moore Wolfe called for Approval of the Minutes.

The minutes of the February 21, 2023 City Council meeting were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilwoman Ray and on call of the roll, Council members Dennis Cooper, Lisa Gregory, Dana Ray, David Horn, Ed Culp and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

This being the time set aside for unfinished business and there being none, Mayor Moore Wolfe called for New Business.

R2023-40 Resolution Authorizing an Agreement between the Staley Family Foundation and the City of Decatur, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilwoman Ray.

Deputy City Manager Kindseth gave an overview of the Resolution.

Council members thanked the Staley Foundation for their partnership with the City of Decatur.

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

R2023-41 Resolution Authorizing the Execution of an Agreement with Shafer Excavating for the Demolition of Vacant Building at 1140 W. Sunset (Former Woodrow Wilson School), was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilwoman Ray.

Deputy City Manager Kindseth gave an overview of the Resolution.

Council members expressed support for the demolition of Woodrow Wilson School.

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

2023-12 Ordinance Amending City Code Chapter 52- Alcoholic Liquor, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilwoman Ray.

Deputy City Manager Kindseth gave an overview of the Ordinance.

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

R2023-42 Resolution Authorizing a Grant Agreement between the City of Decatur and the State of Illinois Department of Commerce & Economic Opportunity (Grant #23-203058), was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilwoman Ray.

Deputy City Manager Kindseth gave an overview of the Resolution.

Ms. Kara Demirjian Huss, Vice President of T/CCI Manufacturing spoke about the grants that will help with the conversion of their compressor plant.

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

R2023-43 Resolution Authorizing a Grant Agreement between the City of Decatur and the State of Illinois Department of Commerce and Economic Opportunity (Grant #23-203059), was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilwoman Ray.

Deputy City Manager Kindseth gave an overview of the Resolution.

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

R2023-44 Resolution Accepting the Bid and Authorizing the Execution of a Contract with E.L. Pruitt Co. for the Replacement of HVAC and Controls System for Transit Services, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilwoman Ray.

Deputy City Manager Kindseth gave an overview of the Resolution.

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

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

Item A. R2023-45 Resolution Approving and Determining the Need for Confidentiality of Minutes of Closed Meetings

Item B. R2023- 46 Resolution Approving Appointments - Human Relations Commission

Item C. 2022-13 Ordinance Authorizing Alcoholic Liquor in Central Park – Decatur Area Arts Council

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

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

Mayor Moore Wolfe announced that Mr. Jim Taylor was named Citizen of the Year and recognized him for his involvement in the community.

Mayor Moore Wolfe and Council members thanked Public Safety employees and Ameren for their efforts during the March 3rd, 2023 winter storm.

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

Mayor Moore Wolfe declared the City Council meeting adjourned at 6:00 p.m.

Approved _____
Kim Althoff
City Clerk

SUBJECT:

Ordinance Rezoning Property from O-1 Office District to PD Planned Development District - 888
South 16th Street

ATTACHMENTS:

Description	Type
Memo	Cover Memo
ORDINANCE	Ordinance
supporting	Exhibit
Site Plan	Exhibit

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

DATE: March 20, 2023

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl “Pat” Patrick, Director of Economic & Community Development

SUBJECT: Ordinance Rezoning 888 South 16th Street from O-1 Office District to PD Planned Development

RECOMMENDATION: Staff recommends approval of the petition to rezone the property at 888 S 16th St from O-1 Office District to PD Planned Development. The City Plan Commission voted 8-0 to recommend approval of the petition at the March 2, 2023, Plan Commission meeting. The minutes of the meeting are attached.

BACKGROUND: The petitioner proposes to rezone the site from O-1 Office District to PD Planned Development District to allow for all retail uses allowed in the B-1 Neighborhood Shopping District with the *exclusion of the following: animal clinic or hospital, automobile repair and service or repair, automobile service station* and further shall exclude licenses for *gaming or sale of liquor*, packaged or otherwise.

The subject site is located within a mixed-use area and rezoning with the exclusions should have no adverse effect on the general area or the City as a whole. Since the site is adjacent to a residential property to the East, any development on this site will need to include a landscaped buffer yard in accordance with the City’s Zoning Ordinance.

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

ATTACHMENTS: None

POTENTIAL OBJECTIONS: Staff is not aware of objections.

INPUT FROM OTHER SOURCES: Park District, Childcare Operator, and Great Streets Great Neighborhoods Steering Committee.

STAFF REFERENCE: Should the City Council have any questions, they may contact Cordaryl M. Patrick, Director of Economic and Community Development, at 424-2727 or e-mail cpatrick@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None.

ORDINANCE NO. _____

**ORDINANCE REZONING PROPERTY FROM
O-1 OFFICE DISTRICT TO PD PLANNED DEVELOPMENT DISTRICT
- 888 SOUTH 16TH STREET -**

WHEREAS, on the 2nd day of March 2023, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of JOHN LEWIS to rezone premises legally described as:

Lot 4 of S. R. Laughlin's Addition to the City of Decatur, Illinois, as per Plat recorded in Book 536, Page 32 of the Records in the Recorder's office of Macon County, Illinois. Situated in Macon County, Illinois.

Permanent index No. 04-12-24-101-008

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

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

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

Section 2. That said described premises be, and they are hereby rezoned from O-1 Office District to PD Planned Development District.

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 20th day of March 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

STAFF REPORT
Decatur City Plan Commission

Hearing Date March 2, 2023
Case No. 23-01
Property Location 888 South 16th Street
Request Rezoning from O-1 Office District to PD Planned Development District
Petitioner John Lewis
Representative SKS Engineers, LLC

BACKGROUND

The subject site is located at 888 South 16th Street and is currently zoned O-1 Office District. It is approximately 0.33 acres (14,400 square feet) and is currently developed with a 1-story building with a basement.

Surrounding Land Use and Zoning

<i>Direction</i>	<i>Existing Land Use</i>	<i>Zoning</i>	<i>Comprehensive Plan</i>
Subject Property	1-story building	O-1	Retail
North	Commercial	B-1	Retail
South	Single-Family Residence	R-3	Residential-Low Density
East	Single-Family Residence	R-3	Residential-Low Density
West	CVS	B-3	Retail

PROJECT DESCRIPTION

The petitioner proposes to rezone the site from O-1 Office District to PD Planned Development District to allow for retail in the existing building such as a convenience store, cell phone kiosk, and similar small retail stores.

STAFF ANALYSIS

The surrounding zoning districts include B-1 Neighborhood Shopping District to the north, R-3 Single-Family Residence to the south and east, and B-3 Planned Shopping Center District to the west. The Macon County and Decatur Comprehensive Plan shows this area as Retail. The proposed PD zoning allows for the B-1 Neighborhood Shopping District uses which would be compatible and consistent with the current site and the surrounding zoning and uses, while excluding animal clinic or hospital, automobile repair and service, and minor, automobile service station. Additionally no license will be allowed for liquor or gaming in this PD.

The subject site is located within a mixed-use area and rezoning to PD Planned Development District with exclusions should have no adverse effect on the general area or the City as a whole. Since the site is adjacent to a residential property to the East, any development on this site will need to include a landscaped buffer yard in accordance with the City's Zoning Ordinance.

STAFF RECOMMENDATION

Staff recommends approval of the rezoning request.

PLAN COMMISSION ACTION

Section XXIX requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for a final decision. A motion to forward Case 23-01 to City Council by the Plan Commission with a recommendation is warranted.

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

David Silver
Planning and Development Manager

ATTACHMENTS

1. Petition
2. Location and Zoning Map

	City of Decatur, Illinois	
	PETITION FOR REZONING	
	<i>Petition before the Mayor, City Council and Members of the Plan Commission of Decatur, Illinois</i>	
Economic and Urban Development Department One Gary K. Anderson Plaza Decatur, Illinois 62523-1196		424-2793 FAX 424-2728

Please Type

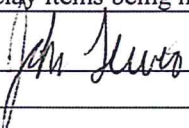
SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION					
Petitioner	John Lewis				
Address	3675 N. Meadowlark				
City	Decatur	State	IL	Zip	62526
Telephone	217-412-3555	Fax	none	E-mail	jdough677@gmail.com
Property Owner	John Lewis				
Address	3675 N. Meadowlark				
City	Decatur	State	IL	Zip	62526
Telephone	217-412-3555	Fax	none	E-mail	jdough677@gmail.com
Representative	SKS Engineers, LLC				
Address	2900 N. Martin Luther King Jr. Drive				
City	Decatur	State	IL	Zip	62526
Telephone	217-877-2100	Fax	217-877-4816	E-mail	info@sksengineers.com

SECTION TWO: SITE INFORMATION						
Street Address	888 S. 16th Street, Decatur, IL 62521					
Legal Description	S.R. Laughlins Addition, All of Lot 4 (160' x 90')					
Present Zoning	☐ R-1 ☐ B-1 ☐ M-1	☐ R-2 ☐ B-2 ☐ M-2	☐ R-3 ☐ B-3 ☐ M-3	☐ R-5 ☐ B-4 ☐ PMR-1	☐ R-6 ☒ O-1	Is this property a Planned Unit Development? ☐ YES Approval Date: _____ ☒ NO
Please list all improvements on the site:				existing 1-story building with a basement and asphalt paved parking lot		
Size of Tract	14,400	☒ SF	☐ AC			

SECTION THREE: REQUESTED ACTION						
Rezone Property To:	☐ R-1 ☐ B-1 ☐ M-1	☐ R-2 ☐ B-2 ☐ M-2	☐ R-3 ☐ B-3 ☐ M-3	☐ R-5 ☐ B-4 ☐ PMR-1	☐ R-6 ☐ O-1	Will this property be a Planned Unit Development? ☒ YES ☐ NO
Other:	PD Zoning, B-1 uses with exclusions noted on the attached sheet C201.					

<i>Section Three Continued</i>	
Purpose	<i>Please state the purpose of the proposed rezoning.</i>
Proposed use of the existing building for retail such as a convenience store, cell phone kiosk, barber shop/cosmetology service and similar small retail stores.	

SECTION FOUR: JUSTIFICATION
<i>The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached):</i>
The current zoning, O-1, does not allow for the owners intended use. The existing building will be improved on the interior to better suit the new use and the exterior will be improved to meet all current zoning requirements, including landscape screening between the owners lot and the residential lot to the east. The property to the north is currently zoned B1 and abuts the R-1 district to the east and north. The lots to the west, across 16th Street, are currently zoned B3 and abut the R-1 district to the west and south.

SECTION FIVE: CERTIFICATION			
		To be placed on the agenda of the regular meeting on the first Thursday of the month at 3:00 PM in the City Council Chambers, petition must be received on the first Thursday of the preceding month. Failure of the petitioner or the petitioner's representative to attend the Plan Commission hearing may result in items being tabled. Incomplete or erroneous petitions may delay items being heard by the Plan Commission.	
Petitioner's Signature		Date	2-1-23

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

Rev. 2 - 4/01

OFFICE USE ONLY	
Date Filed	
By	

City of Decatur Plan Commission

888 South 16th Street



Case No.:	23-01
Date:	March 2 nd 2023
Petitioner:	JOHN LEWIS
Requested Action:	REZONING FROM O-1 TO PD

0 40 80 100 Feet

N

Legend

- Decatur Roads
- Decatur Zoning
- Subject Site

MINUTES OF THE MEETING
OF THE
DECATUR PLANNING COMMISSION
THURSDAY, MARCH 2, 2023
City Council Chambers, Decatur Civic Center

I. Call to Order and Determination of a Quorum

The March 2, 2023 meeting of the Decatur Plan Commission was called to order by Chairperson Peck at 3:00 P.M. in the City Council Chamber, Third Floor of the Decatur Civic Center, at which time a quorum was present.

Members Present: Jason Drake, Pat McDaniel, Matt Naber, Maurice Payne, James Schwarz, Andrew Taylor, Timothy Wright, Susie Peck

Members Absent: Kent Newton, Vacancy

Staff Present: David Silver, Joselyn Stewart, Kasey Wright, Cordaryl Patrick

II. Approval of Minutes of the November 3rd, 2022 City Plan Commission Meeting

It was moved and seconded (McDaniel/Schwarz) to approve the minutes of the November 3, 2022 meeting of the Decatur City Plan Commission Meeting. Motion carried unanimously.

III. New Business

A. Case No. 23-01

**Petition of JOHN LEWIS to rezone the property at 888
SOUTH 16TH STREET from O-1 Office District to PD Planned
Development District**

Section XXIX of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for Final approval. It was moved and seconded (McDaniel/Wright) to forward Case No 23-01 to the City Council with a recommendation of approval as set forth in the staff report.

Mr. Silver discussed the staff recommendation, noting specifically in the staff report the exclusion of animal clinic or hospital, automobile repair and service or repair, automobile service station and further, exclusion of licenses allowing liquor or gaming in this PD rezoning.

John Lewis, Petitioner, was sworn in by David Silver. The petitioner explained that he was thankful for this opportunity and looked forward to making the building a good place, and that he had no issue with the staff recommendations with the limitations at the subject site at 888 S. 16th Street.

Upon call of the roll, Commission members Jason Drake, Pat McDaniel, Matt Naber, Maurice Payne, James Schwarz, Andrew Taylor, Timothy Wright, Susie Peck voted aye. Motion carried.

IV. Appearance of Citizens

No citizen expressed comments.

V. Comments and Information from Commission Members

Members expressed if there were upcoming meetings. Silver said yes there would be several text amendments.

Schwarz volunteered to be Secretary.

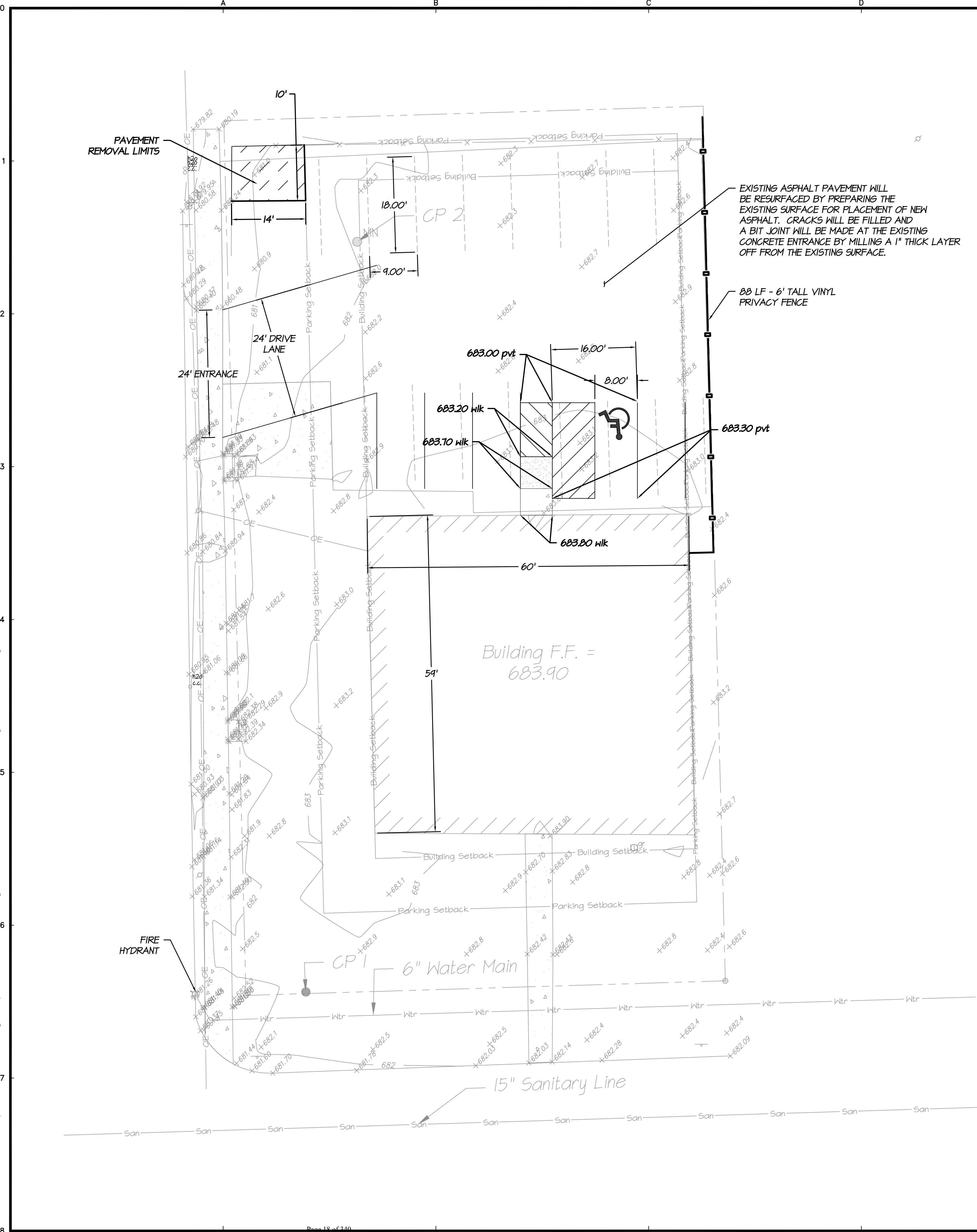
VI. Adjournment

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

Upon call of the roll, Commission members Jason Drake, Pat McDaniel, Matt Naber, Maurice Payne, James Schwarz, Andrew Taylor, Timothy Wright, Susie Peck voted aye. Motion carried.

Chairman Peck declared the meeting adjourned at 3:11 P.M.

Fri, 20 Jan 2023 - 3:01pm Last Edited By: Stephen Jacobs Drawing Name: P:\2022\217853 Lewis\DWG\217853-C2.dwg

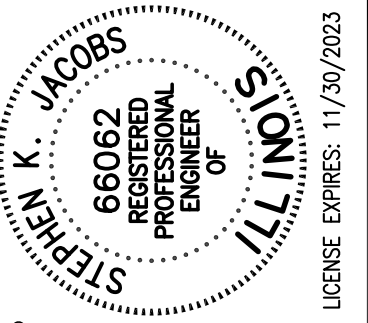
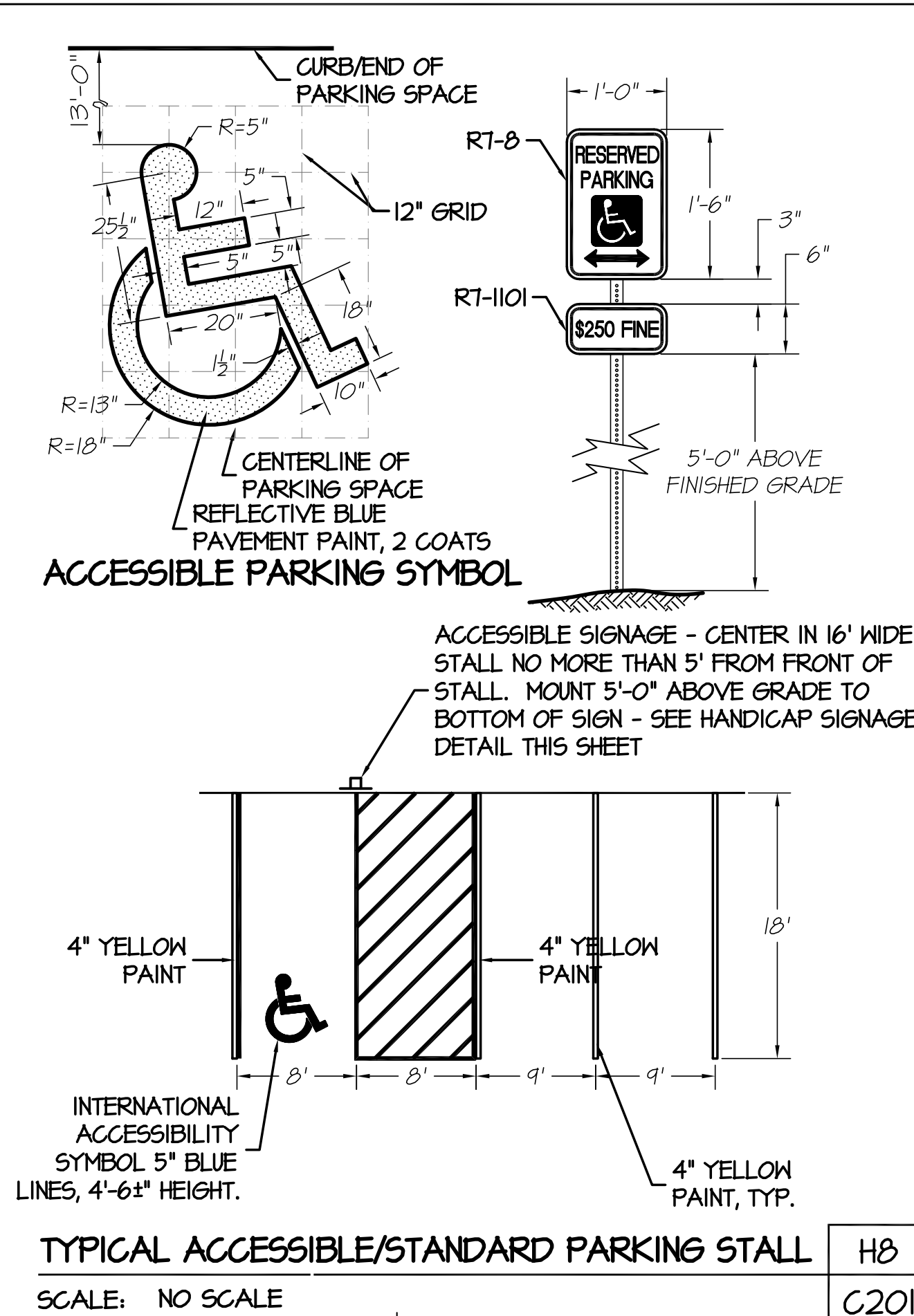
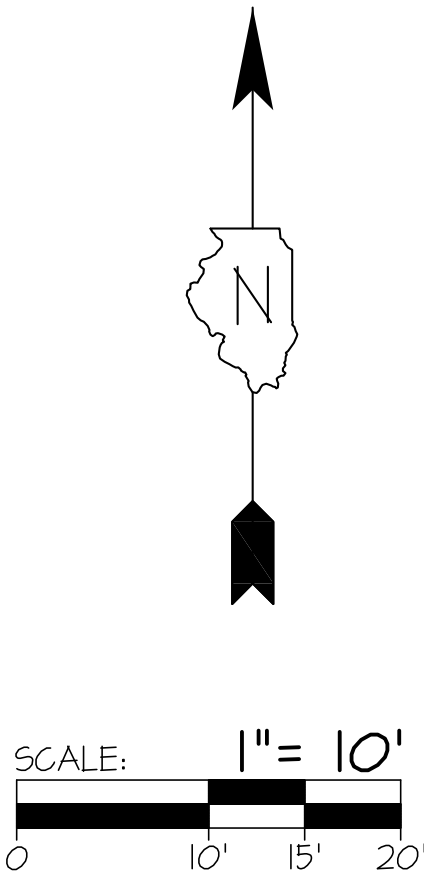


- GENERAL NOTES
1. STREET ADDRESS: 888 SOUTH 16TH STREET
 2. ZONING: PD
 3. PARKING REQUIREMENTS:
 1. BUILDING USE - RETAIL SPACE
 2. BUILDING AREA - 2,360 SQ. FT.
 3. REQUIRED PARKING SPACE CRITERIA:
 - 1 SPACE PER 200 SQ. FT. OF FLOOR AREA.
 4. SUMMARY:
 1. TOTAL REQUIRED SPACES: 12 SPACES
 1. SPACES - 12
 2. HANDICAP SPACES - 1
 2. TOTAL PROVIDED SPACES: 12 SPACES
 1. SPACES - 11
 2. HANDICAP SPACES - 1

- GENERAL CONSTRUCTION NOTES
1. ALL MATERIAL AND METHODS FOR CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE CITY OF DECATUR CONSTRUCTION STANDARDS.
 2. ALL HANDICAP PARKING STALLS SHALL BE MARKED WITH AN RT-8 "RESERVED PARKING" SIGN AND AN RT-1101 "\$250 FINE" SIGN. U.S. STANDARD SIGNS SHALL BE PLACED AT THE HEAD OF THE PARKING STALLS SHALL BE PAINTED IN ACCORDANCE WITH THE ADA STANDARDS AND THE STANDARD SPECIFICATIONS.

PHOTOMETRIC PLAN: NO EXTERIOR LIGHTING WILL BE ADDED AS PART OF THIS PROJECT THEREFORE NO PHOTOMETRIC PLAN HAS BEEN PROVIDED.

- GENERAL ZONING NOTES:
1. USES ON THE SITE INCLUDE ALL PERMITTED USES UNDER B-1 ZONING EXCEPT FOR THOSE LISTED BELOW.
 - 1.1. #2 - ANIMAL CLINIC OR HOSPITAL
 - 1.2. #4 - AUTOMOBILE REPAIR AND SERVICE, MINOR
 - 1.3. #5 - AUTOMOTIVE SERVICE STATION
 2. NO LICENSE WILL BE ALLOWED FOR LIQUOR OR GAMING.
 3. ASPHALT PAVEMENT TO BE RESURFACED AND REPAIRED.



REVISIONS		DESCRIPTION	
NO.	DATE	APPR.	SKJ
01	01.20.2023	SKJ	
		Revised per COD comments.	

SCALE	1" = 10'
DRAWN BY	SKJ
CHECKED BY	SKJ
DATE	2022.09.08
DATE	2022.09.08

REZONING PLAN
888 S. 16TH STREET
DECATUR, ILLINOIS
MACON COUNTY

SITE DEVELOPMENT PLAN

PROJECT

SEE ENGINEERS, LLC
CONSULTING ENGINEERS
2800 N. MARTIN LUTHER KING, JR. DRIVE
DECATUR, ILLINOIS 62526
PHONE: 708.487.4816
FAX: 708.487.4817
COPYRIGHT © 2022 BY SEE ENGINEERS, LLC. All rights reserved. No part of the document may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without the written permission of the author, except where permitted by law.

PROJECT NO.
217853

DATE STAMP

SHEET NUMBER
C201

Financial Management

DATE: 3/14/2023

MEMO:

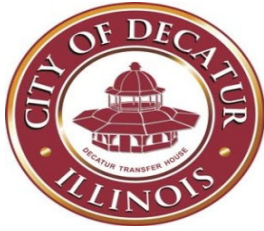
TO: Julie Moore Wolfe, Mayor
City Council Members

FROM: Gregg Zientara, Director Financial Management
Anthony Cooling, Budget & Revenue Officer

SUBJECT: Treasurer's Financial Report

ATTACHMENTS:

Description	Type
Cover Memo	Cover Memo
Report Data	Backup Material



CITY OF DECATUR ILLINOIS

ONE GARY K. ANDERSON PLAZA

DECATUR, ILLINOIS 62523

Treasurers Financial Report February 2023

The Year in Play

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

The General Fund budget, as a part of the adopted City budget, includes General Fund Revenue of \$87.1 million and Expense of \$88.8 million, representing an in-period balanced budget.

City Financial Position

The City of Decatur ended the month with a total cash position of \$121.8 million (excluding trust and agency funds earmarked for Police and Fire pensions) versus the cash position of \$131.8 at the end of last month.

The City General Fund ended the month with a cash position of \$25.1 million versus last month's cash position of \$25.7 million. The General Fund is the primary operating fund of the City which provides the cash to pay for the basic services to citizens and stakeholders, including public safety protection, public works services, code enforcement, economic and community development services as well as general government service.

The General Fund cash reserve position is 107 days. The council approved cash reserve policy is a 90-day cash reserve, which is calculated for the FY2023 budget at \$20.9 million.

City cash reserves are contained in Special Revenue funds (\$23.5 million), TIF Redevelopment funds (\$3 million), Capital funds (\$3.6 million), Debt Service fund (\$1.8 million), Internal Service funds (\$4.5 million) and Enterprise funds (\$60 million), which are earmarked for specific purpose and not expendable to finance the cost of basic services provided to citizens and stakeholders.

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

Fund Type	Dec-22	Jan-23	Feb-23	Comment
Special Revenue	24.5	24.2	23.5	Library, State MFT, Local MFT, Federal programs, etc.
TIF Redevelopment	2.9	3.01	3.04	Debt service and redevelopment agreement obligations
Capital	4.4	4.2	3.6	Capital funding available
Debt	1.2	1.3	1.8	Debt service obligations
Internal Service	4.4	4.4	4.5	Risk insurance, EE healthcare benefits, Fleet maintenance
Enterprise	67.5	68.8	60	Utilities – Water, Sewer, Storm Water, Transit, Recycling, Fiber
Non-General Fund	104.9	105.91	96.44	
General Fund	25.1	25.7	25.1	Basic services to citizens and stakeholders
Total City Cash	130.5	131.8	121.8	

Changes of note in the period:

- The decrease in Enterprise Fund cash balance is because of an \$8 million dollar debt payment in the Water Fund.

General Fund Position

Cash

The City General Fund cash position ended the reporting period at \$25.1 million. The current cash balance represents a cash reserve position of about 107 days. The general fund 90 reserve was calculated to be \$20.9 million for the FY2023 budget based on the policy of excluding capital expenses. About a quarter million dollars represents one day of reserve.

General Fund Result

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

\$(000)	Budget(4)	Year to Date(1)	Budget Target(2)	% vs Target(3)
Revenue	87,097	12,789	12,036	6%
Expense	88,862	12,861	11,988	7%
Surplus	(1,765)	(72)	48	

Chart notes

1 – actual year to date general fund revenue and expense

2 – budget year to date general fund revenue and expense

3 – year to date percentage comparison of actual to budget

4 – annual budget from Council Adoption

Revenue Comments (of significant matters)

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

General Fund Revenue

Revenue to date through the period is \$12.7 million versus budget to date revenue of \$12 million, above budget by 6%.

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	2,270,484	2,231,876	38,608	2%
TELEPHONE UTILITY TAX	201,940	193,873	8,068	4%
FOOD & BEVERAGE TAX	659,476	635,884	23,592	4%
HOTEL AND MOTEL TAX	161,347	142,661	18,686	12%
LOCAL SALES TAX	2,262,142	2,160,995	101,147	4%
AVIATION FUEL TAX	3,403	1,333	2,069	61%
LOCAL USE TAX	520,673	501,264	19,408	4%
AUTO RENTAL TAX	8,746	7,538	1,208	14%
UTILITY TAX - ELECTRIC & GAS	1,006,586	481,013	525,573	52%
VIDEO GAMING TAX	382,344	384,815	(2,471)	-1%
CABLE TV TAX	240,141	252,484	(12,342)	-5%
Sub Total	7,717,283	6,993,736	723,547	9%
GENERAL GOVERNMENT (INTERGOV)				
LOCAL REPLACEMENT TAX	2,484	-	2,484	100%
STATE REPLACEMENT TAX	538,022	212,434	325,589	61%
STATE INCOME TAX	2,087,362	2,288,544	(201,182)	-10%
FEDERAL GRANTS	-	150,000	(150,000)	
STATE GRANTS OR OTHER	-	25,000	(25,000)	
POLICE OT REIMBURSEMENTS	19,387	7,533	11,855	61%
CANNABIS TAX	17,873	20,157	(2,284)	-13%
ADDI REIMBURSEMENTS	590	-	-	
Sub Total	2,665,718	2,703,667	(38,538)	-1%
GENERAL GOVERNMENT (SERVICE)				
Sub Total	1,434,039	1,443,767	(9,728)	-1%
GENERAL GOV LICENSES/PERMITS				
Sub Total	76,905	340,426	(263,521)	-343%
GENERAL GOV OTHER				
Sub Total	895,166	554,905	340,261	38%
General Fund Total (year-to-date)	12,789,112	12,036,502	752,610	6%

Revenue numbers may not add due to rounding

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

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

	2023 Budget	2023 YTD	YTD % of budget	2022 YTD	% Change year vs year
State Sales Tax	13,914,000	2,270,484	16.3%	2,084,998	8.9%
Local Sales Tax (Gen Fund)	13,334,000	2,262,142	17.0%	2,020,160	12.0%
State Income Tax	11,874,000	2,087,362	17.6%	2,159,004	-3.3%
Utility Tax (Gas/Electric)	5,337,000	1,006,586	18.9%	451,232	123.1%
Food & Beverage Tax (Gen Fund)	3,997,000	659,476	16.5%	594,284	11.0%
Use Tax	3,020,000	520,673	17.2%	468,471	11.1%
Video Gaming Tax	2,386,000	382,344	16.0%	381,005	0.4%
State/Local Replacement Tax (Gen Fund)	2,000,000	540,506	27.0%	379,831	42.3%
Hotel & Motel Tax	1,152,000	161,347	14.0%	132,462	21.8%
Cable TV Tax	1,034,000	240,141	23.2%	248,753	-3.5%

General Fund Expense Comments

On a year-to-date basis, general fund spending is \$12.8 million of a \$88.6 million budget.

Year to date position of expense vs. budget

	Actual	Yearly Budget	% of Budget
General Government	4,193,408	19,103,490	22%
Developmental Services	530,270	4,287,539	12%
Public Safety	6,612,084	54,833,436	12%
Public Works	1,530,825	11,045,035	14%
General Fund Expense	12,861,160	88,862,000	14%

Expense numbers may not add due to rounding

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

The Trust & Agency Fund balance of \$207 million is sequestered in the Police and Fire Pension Funds and are not available for expenditure on other city operations.

Fund	Fund Balance	Comment
Federal HOME	\$ 7,853	Federally approved programs
Federal CDBG	\$ (30,236)	Community Development Block Grant
State Drug Enforcement	\$ 82,718	Police programs
Federal DUI Drug Enforcement	\$ 348,865	Police programs
Building Fund	\$ 955,998	R&M and capital of Library facility
Public Library	\$ 1,264,304	Operational fund of Library
Library Capital	\$ 995,013	Capital Expense requirements and cash reserves
Library Trust	\$ 105,409	Donations received in trust for specific purpose as defined by the donors and unavailable for other use
Local Roads and Streets	\$ 1,361,388	Street repairs and maintenance
Motor Fuel Tax	\$ 6,356,705	Street repairs and maintenance
Community Revitalization	\$ 10,603,846	Revitalization initiatives
2018 Project	\$ 230,775	General Obligation bond proceeds for construction of new fire stations
Capital Project	\$ 58,568	Minimal funding available
Equipment Replacement	\$ 587,175	Police, fire and public works capital requirements including vehicle replacements
Debt Fund	\$ 1,820,968	Debt payments on current debt issues
Fleet Maintenance	\$ 522,273	Repair and maintenance of city vehicle fleet
Risk Management	\$ 3,735,005	Cash reserves for ongoing business insurance costs including liability, property, & worker's compensation
Employee Insurance	\$ 329,587	Coverage for healthcare and other benefit expenses.
Public Transit Operations	\$ (1,016,572)	Operational and capital funding of the transit system
Fiber Optics	\$ 664,904	City investment in the next phase of a fiber optic network
Storm Water	\$ 3,138,598	Balance and ongoing cash flow is sufficient to fund currently defined storm water projects
Sewer	\$ 12,891,865	Balance and ongoing cash flow is sufficient to fund currently defined sewer projects
Water Utility	\$ 3,316,478	Balance and ongoing cash flow is sufficient to fund currently defined water projects.
2022 Bond Fund	\$ 24,958,055	Bond revenues in FY22
Grant	\$ 162,367	Unbudgeted FY2022 grants
ARP	\$ 2,663,989	Federal ARP funds as per city budget

Investments

City investments include about \$10.8 million in US Treasury Bonds and an additional \$20 million from the 2022 bond proceeds from this fiscal year. The investment schedule provides the details of the investments. The investments are comprised of fire station initiative bond proceeds, pooled cash, and the 2022 bond proceeds.

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

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

Debt

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

Revenue Tracking

City-wide Revenue received during the reporting period is \$26.4 million. This is 11% of the annual revenue budget of \$236 million.

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

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

Property Tax for FY2023

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

Expenditure Tracking

City-wide expenses during the reporting period were \$27.2 million, which is 10% of the annual revised expense budget of \$274.5 million.

Water Utility

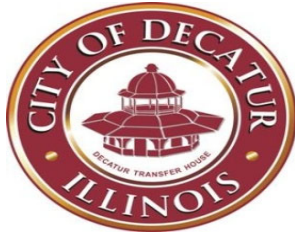
The financial performance of the City Water Utility is illustrated in this report. The report mimics the reporting for a business enterprise, depicting actual profit and loss performance versus budget, compared to the previous year, as well as on a monthly basis. In addition, key balance sheet items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

Water Utility performance achieved through the end of the month, on an operating margin (before debt service or transfer to capital) about \$1.3 million of expenses over revenue. In FY2022, the comparable was \$1.5 million revenue over expenses. In debt payments for the Fiscal Year, about \$8.8 million has been paid out so far.

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

Headcount Staffing Across all Funds

Current full-time staffing level is 427 FTEs versus budget of 457 FTEs. There are 18 part-time and temp employees.



Fiscal Year 2023

Fiscal Period Ending February 2023

City of Decatur

Treasurer's Financial Report

Report Distribution:

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

Prepared By:

Office of the City Treasurer

City of Decatur
Treasurer's Cash Report

Month of: February 2023

<i>Fund</i>	<i>Fund Name</i>	<i>Opening Cash & Investments</i>	<i>Receipts</i>	<i>Disbursements</i>	<i>Balance Sheet Accts Activity</i>	<i>Investment Transfers</i>	<i>Ending Cash Balance</i>	<i>Investments</i>	<i>Total Cash & Investments</i>	<i>Interfund Loans (Borrowing)</i>
10	General Fund	25,730,114.88	6,309,981.43	6,926,667.73	65,377.12		25,178,805.70		25,178,805.70	0.00
	Special Revenue Funds									
14	PAYROLL FUND	(297.00)	0.00	0.00	0.00		0.00		0.00	
16	COMMUNITY GRANT FUND	(12,220.19)	0.00	0.00	0.00		(12,220.19)		(12,220.19)	
17	HOME FUND	12,467.78	1,321.36	5,936.42	0.00		7,852.72		7,852.72	
18	CDBG FUND	12,651.93	3,589.75	46,477.79	0.00		(30,236.11)		(30,236.11)	
22	DUATS FUND	28,946.45	96,714.88	42,943.01	0.00		82,718.32		82,718.32	
25	STATE DRUG ENFORCEMENT	408,108.73	19,977.16	11,200.00	14,687.00		431,572.89		431,572.89	
26	DUI FINES AND FEES FUND	219,400.46	4,945.52	1,496.97	0.00		222,849.01		222,849.01	
27	POLICE LAB & PROGRAMS	186,553.58	139.10	0.00	0.00		186,692.68		186,692.68	
30	FEDERAL DRUG ENFORCEMENT	248,608.83	100,256.38	0.00	0.00		348,865.21		348,865.21	
34	BUILDING FUND	925,190.45	201,843.16	171,036.01	0.00		955,997.60		955,997.60	
35	LIBRARY FUND	1,534,837.53	48,940.94	319,474.78	0.00		1,264,303.69		1,264,303.69	
36	MUNICIPAL BAND FUND	90,093.37	2,437.77	636.00	0.00		91,895.14		91,895.14	
37	FOREIGN FIRE INSURANCE FUND	277,498.44	247.29	26,190.50	0.00		251,555.23		251,555.23	
42	LOCAL STREETS & ROADS	1,776,546.61	143,323.24	558,481.84	0.00		1,361,388.01		1,361,388.01	
46	MOTOR FUEL TAX FUND	6,164,808.85	225,329.74	33,433.15	0.00		6,356,705.44		6,356,705.44	
58	LIBRARY CAPITAL	994,272.06	741.35	0.00	0.00		995,013.41		995,013.41	
59	LIBRARY TRUST FUNDS	105,559.21	118.62	268.85	0.00		105,408.98		105,408.98	
82	DCDF FUND	160,945.47	1,524.04	10.86	0.00		162,458.65		162,458.65	
84	COMMUNITY REVITALIZATION	10,927,038.36	12,318.91	335,511.17	0.00		10,603,846.10		10,603,846.10	
85	GRANT FUND	162,245.85	120.97	0.00	0.00		162,366.82		162,366.82	
	Total Special Revenue Funds	24,223,553.77	863,890.18	1,553,097.35	14,687.00	0.00	23,549,033.60	0.00	23,549,033.60	0.00
	TIF & Redevelopment Funds									
19	OLDE TOWNE TIF FUND	245,455.51	183.02	0.00	0.00		245,638.53		245,638.53	
21	WABASH CROSSING TIF	2,033,476.19	1,516.20	0.00	0.00		2,034,992.39		2,034,992.39	
23	EASTGATE TIF FUND	230,691.71	18,929.00	0.00	0.00		249,620.71		249,620.71	
24	SOUTHSIDE TIF FUND	185,102.24	138.02	0.00	0.00		185,240.26		185,240.26	
28	PINES SHOPPING CENTER TIF	110,213.27	3,163.33	0.00	0.00		113,376.60		113,376.60	
29	GRAND & OAKLAND TIF	212,928.60	5,905.91	0.00	0.00		218,834.51		218,834.51	
	Total TIF & Redevelpmnt Funds	3,017,867.52	29,835.48	0.00	0.00	0.00	3,047,703.00	0.00	3,047,703.00	0.00
	Capital Funds									
40	PEG CAPITAL FUND	116,810.87	11,459.06	8,789.78	0.00		119,480.15		119,480.15	
44	2018 PROJECT FUND	571,698.39	299.06	341,222.16	0.00		230,775.29	0.00	230,775.29	
45	CAPITAL PROJECT FUND	26,114.45	356,191.04	323,737.16	0.00		58,568.33		58,568.33	(481,816.00)
61	EQUIPMENT REPLACEMENT	848,394.40	20,910.54	282,129.83	0.00		587,175.11		587,175.11	
99	AMERICAN RESCUE PLAN	2,665,834.62	0.00	1,846.00	0.00		2,663,988.62		2,663,988.62	
	Total Capital Funds	4,228,852.73	388,859.70	957,724.93	0.00	0.00	3,659,987.50	0.00	3,659,987.50	(481,816.00)

City of Decatur
Treasurer's Cash Report

Month of: February 2023

<i>Fund</i>	<i>Fund Name</i>	<i>Opening Cash & Investments</i>	<i>Receipts</i>	<i>Disbursements</i>	<i>Balance Sheet Accts Activity</i>	<i>Investment Transfers</i>	<i>Ending Cash Balance</i>	<i>Investments</i>	<i>Total Cash & Investments</i>	<i>Interfund Loans (Borrowing)</i>
50	Debt Fund DEBT FUND	1,298,763.28	1,834,573.49	1,312,368.75	0.00		1,820,968.02		1,820,968.02	0.00
60	Internal Service Funds FLEET MAINTENANCE	484,542.20	276,599.29	238,868.30	0.00		522,273.19		522,273.19	
64	RISK MANAGEMENT	3,431,429.31	340,189.71	36,613.88	0.00		3,735,005.14		3,735,005.14	
65	INSURANCE FUND	505,336.63	956,986.31	1,132,735.64	0.00		329,587.30		329,587.30	
	Total Internal Service Funds	4,421,308.14	1,573,775.31	1,408,217.82	0.00	0.00	4,586,865.63	0.00	4,586,865.63	0.00
70	Enterprise Funds MASS TRANSIT - OPERATION	(298,520.02)	67,739.17	785,791.08	0.00		(1,016,571.93)		(1,016,571.93)	
77	FIBER OPTICS	338,310.01	383,743.87	57,150.38	0.00		664,903.50		664,903.50	
78	STORM WATER	2,980,086.60	224,633.02	66,121.15	0.00		3,138,598.47		3,138,598.47	
79	SEWER FUND	12,912,647.44	628,425.31	649,208.18	0.00		12,891,864.57		12,891,864.57	
80	WATER FUND	10,833,658.71	2,699,728.22	10,216,812.10	(97.25)		3,316,477.58		3,316,477.58	
81	WATER CAPITAL	4,407,456.18	351,006.45	1,466,825.93	0.00		3,291,636.70		3,291,636.70	481,816.00
86	WATER DEBT	12,500,000.00	0.00	0.00	0.00		12,500,000.00		12,500,000.00	
88	RECYCLING PROGRAM	285,514.96	53,263.70	44,708.90	0.00		294,069.76		294,069.76	
89	2022 BOND FUND	24,938,009.79	20,045.57	0.00	0.00		4,856,682.39	20,101,372.97	24,958,055.36	
	Total Enterprise Funds	68,897,163.67	4,428,585.31	13,286,617.72	(97.25)	0.00	39,937,661.04	20,101,372.97	60,039,034.01	481,816.00
90	Trust & Agency Funds FIRE PENSION FUND CASH	1,258,914.60	156,695.73	793,545.62	0.00		622,064.71		622,064.71	
90	FIRE PENSION INVESTMENTS	84,891,457.02	4,865,553.05	3,180.58	0.00			89,753,829.49	89,753,829.49	
	TOTAL FIRE PENSION	86,150,371.62	5,022,248.78	796,726.20	0.00	0.00	622,064.71	89,753,829.49	90,375,894.20	
91	POLICE PENSION FUND CASH	10,620,476.73	187,591.69	961,060.84	0.00		9,847,007.58		9,847,007.58	
91	POLICE PENSION INVESTMENTS	110,875,197.81	5,772,412.02	15,634.74	0.00			116,631,975.09	116,631,975.09	
	TOTAL FIRE PENSION	121,495,674.54	5,960,003.71	976,695.58	0.00	0.00	9,847,007.58	116,631,975.09	126,478,982.67	
	Total Trust & Agency Funds	207,646,046.16	10,982,252.49	1,773,421.78	0.00	0.00	10,469,072.29		216,854,876.87	0.00
	Total City Funds	339,463,670.15	26,411,753.39	27,218,116.08	79,966.87	0.00	112,250,096.78	20,101,372.97	338,737,274.33	
Memorandum Items										
	Pooled Cash Investments							10,801,127.20	10,801,127.20	
	City Funds ex Trust & Agency	131,817,623.99	15,429,500.90	25,444,694.30	79,966.87	0.00	101,781,024.49	30,902,500.17	121,882,397.46	0.00

City of Decatur
Treasurer's Investment Report

Month of : February 2023

Pooled Cash
Account # 8051000942
Multiple Funds - Pooled Cash

Investment Instrument	Expect Int Income	Maturity Date	Coupon Rate	Yield at Purchase	Par Value Amount	Cost	Market Value	CP Interest Received	YTD Interest Received 2023	BTD Interest Received
US Treasury Bond	Sep - Mar	03/31/23	1.50000%	1.700%	1,500,000.00	1,819,505.86	1,820,200.25	-	-	10,178.57
US Treasury Bond	Sep - Mar	03/31/23	1.50000%	4.340%	325,000.00					
US Treasury Bond	Feb - Aug	08/31/23	0.12500%	3.410%	1,750,000.00	1,694,013.67	1,707,825.00	1,093.75	-	-
US Treasury Bond	May - Nov	11/30/23	0.50000%	0.520%	2,225,000.00	3,182,937.50	3,116,672.25	-	-	11,125.00
US Treasury Bond	May - Nov	11/30/23	0.50000%	4.790%	1,000,000.00					
US Treasury Bond	Dec - Jun	06/15/24	0.25000%	0.460%	1,500,000.00	1,490,683.59	1,409,655.00	-	-	5,625.00
US Treasury Bond	Feb - Aug	08/15/24	0.37500%	0.390%	1,600,000.00	1,599,062.50	1,495,504.00	3,000.00	-	6,000.00
US Treasury Bond	Mar - Sep	09/15/24	0.37500%	0.530%	1,000,000.00	995,429.69	931,950.00	-	-	3,750.00
Federated US Treasury Cash Reserves		Liquid			22,268.59	19,494.39	40,537.54	79.99	680.61	
					10,922,268.59	10,801,127.20	10,522,344.04	4,173.74	680.61	36,678.57

Water Capital Bond
Account # 1001027214
Fund 89

Investment Instrument	Expect Int Income	Maturity Date	Coupon Rate	Yield at Purchase	Par Value Amount	Cost	Market Value	CP Interest Received	YTD Interest Received 2023	BTD Interest Received
United States Treasury Bill Zero 19 Jan 2023	Jan-Jul	1/19/2023	1.340%		-	-	-	-	26,445.00	26,445.00
United States Treasury Note/Bond 1.5% 28 Feb 2023	Feb-Aug	2/28/2023	1.500%	3.020%	-	-	-	15,000.00	15,000.00	16,875.00
United States Treasury Note/Bond .125% 31 Mar 2023	Mar-Sep	3/31/2023	0.125%	3.100%	2,000,000.00	1,962,343.75	1,992,440.00	-	-	362.02
United States Treasury Note/Bond .25% 15 Apr 2023	Apr-Oct	4/15/2023	0.250%	3.140%	2,000,000.00	1,961,093.75	1,988,940.00	-	-	928.96
United States Treasury Bill Zero 27 Apr 2023	Apr-Oct	4/27/2023	2.243%	4.490%	1,500,000.00	1,467,088.33	1,467,088.33	-	-	-
United States Treasury Bill Zero 25 May 2023	May	5/25/2023	2.260%	4.650%	1,800,000.00	1,760,224.00	1,760,224.00	-	-	-
United States Treasury Note/Bond .125% 31 May 2023	May-Nov	5/31/2023	0.125%	3.220%	2,000,000.00	1,950,859.38	1,976,340.00	-	-	778.69
United States Treasury Note/Bond .125% 30 Jun 2023	Jun-Dec	6/30/2023	0.125%	3.230%	2,000,000.00	1,945,703.13	1,968,280.00	-	-	(264.95)
United States Treasury Note/Bond .125% 15 Jul 2023	Jan-Jul	7/15/2023	0.125%	3.260%	2,000,000.00	1,942,812.50	1,963,440.00	-	1,250.00	1,086.96
United States Treasury Bill Zero 20 Jul 2023	Jan-Jul	7/20/2023	2.351%	4.780%	2,000,000.00	1,954,041.39	1,954,041.39	-	1,250.00	1,250.00
United States Treasury Bill Zero 24 Aug 2023	Feb-Aug	8/24/2024	2.466%	5.090%	2,000,000.00	1,951,865.83	1,951,865.83	-	-	-
United States Treasury Note/Bond .75% 31 Dec 2023	Jun-Dec	12/31/2023	0.750%	4.660%	1,500,000.00	2,982,785.16	2,989,919.00	-	11,625.00	324.05
United States Treasury Note/Bond .75% 31 Dec 2023	Jun-Dec	12/31/2023	0.750%	4.750%	1,600,000.00					
BlackRock Liquidity Funds Treasury Trust Fund Portfolio					239,430.75	239,430.75	299,142.55	1,427.04	1,924.01	
					20,639,430.75	20,118,247.97	20,311,721.10	16,427.04	57,494.01	47,785.73

GRAND TOTALS:					31,561,699.34	30,919,375.17	30,834,065.14	20,600.78	58,174.62	84,464.30
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Pooled Cash		Journal Entry							
		Month	Quarter 1	Quarter 2	Quarter 3	Quarter 4		Unbooked	Booked
Fees		0.00	(2,080.15)					(2,080.15)	-
Interest (Income)		4,173.74	4,854.35	-	-	-		4,854.35	-
		4,173.74	2,774.20	-	-	-		2,774.20	-
Water Capital Bond		Journal Entry							
		Month	Quarter 1	Quarter 2	Quarter 3	Quarter 4		Unbooked	Booked
Fees			(4,032.05)					-	(4,032.05)
Interest (Income)		16,427.04	57,494.01	-	-	-		-	57,494.01
		16,427.04	53,461.96	-	-	-		-	53,461.96

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

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

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

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

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

Actual Bond Spend Activity in Fiscal year 2023	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	24,953,276	24,938,010											
Revenues													
Bond Proceeds	-												-
Interest/Investment Income	40,532	20,046											60,577
Expenditures													
Transfer out of old proceeds	-	-											-
Bond Insurance Costs	-	-											-
Water/Sewer improvements	55,798	-											55,798
													-
Total Expenditures	55,798	-	-	-	-	-	-	-	-	-	-	-	55,798
Ending cash available	24,938,010	24,958,055	-	-	-	-	-	-	-	-	-	-	

City of Decatur [home](#)
Fire Station New Construction - Status of 2018 Project Fund 44

Month of: **February 2023**

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	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.
Closing Costs	41,770	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.
Bond Proceeds	8,682,147	The 2018 GO Bond debt issue included Lake Decatur dredging initiative Phase IV (final phase), Fire Station Renovation note payoff with Bussey Bank (stations 1, 2, 4 and 6), and Fire Station new construction reported on this schedule.

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

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

Actual Bond Spend Activity in Fiscal year 2020	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	6,343,397	6,153,751	6,151,614	5,945,199	5,923,605	5,788,011	5,795,171	5,796,651	5,806,685	5,791,259	5,793,059	5,794,723	
Revenues													
Investment Income	560	560	47,649	6,984	478	27,993	1,827	25,466	8,819	1,800	6,285	269	128,690
Expenditures													
Fire Station 3	-	-	176,418	24,121	-	20,832	347	14,829	13,361	-	4,621	8,342	262,892
Fire Station 5	190,206	2,697	77,646	4,357	136,072	-	-	102	10,209	-	-	-	421,289
Fire Station 7	-	-	-	100	-	-	-	500	655	-	-	-	81,040
Total Expenditures	190,206	2,697	254,064	28,576	136,072	20,832	347	15,431	24,245	-	4,621	88,127	765,222
Ending cash available	6,153,751	6,151,614	5,945,199	5,923,605	5,788,011	5,795,171	5,796,651	5,806,685	5,791,259	5,793,059	5,794,723	5,706,865	

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

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

Actual Bond Spend Activity in Fiscal year 2023	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	571,289	571,698											
Revenues													
Investment Income	410	299											709
Gain/Loss from investment	-	-											-
Transfer from Other Funds	-	-											-
Misc. Income	-	-											-
Expenditures													
No project code	-	-											-
Fire Station 3	-	-											-
Fire Station 5	-	-											-
Fire Station 7	-	341,222											341,222
Total Expenditures	-	341,222											341,222
Ending cash available	571,698	230,775											

note 1 final number construction costs excludes \$600.00 earnest payment for property acquisition in 2017
note 2 final number construction costs
note 3 construction costs for fire station 7
note 4 transfer from other funds (\$480k) consists of \$350k CURES reimbursement and \$130k reimbursement from fund 42 for IDOT related station 3 road work

Reconciliation	Bond proceeds	8,682,147
	Interest income	323,448
	Gain/Loss	(11,750)
note 4	Transfer from Other Funds	480,000
	Total available for spend	9,473,814

Construction cost

available funds
yet to spend
Funding issue

gz approved	gz approved	gz approved	9,958,682
3,231,642	3,056,430	3,670,610	
note 2	note 1	note 3	
Total funds available for spend			9,473,814
3,231,642	3,056,430	3,185,742	9,473,814
(4,094)	0	615,870	611,776
-	-	484,868	484,868

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

Fire 3	Fire 5	Fire 7	Total
19,000			
	2,170,248		
		500	
19,000	2,170,248	500	2,189,748

Fire 3	Fire 5	Fire 7	Total
262,892			
	421,289		
		81,040	
262,892	421,289	81,040	765,222

Fire 3	Fire 5	Fire 7	Total
2,760,740			
	140,136		
		318,237	
2,760,740	140,136	318,237	3,219,114

Fire 3	Fire 5	Fire 7	Total
184,914			
	-		
		2,313,438	
184,914	-	2,313,438	2,498,352
3,235,736	3,056,430	2,713,518	9,005,684

Fire 3	Fire 5	Fire 7	Total
-			
	-		
		341,222	
-	-		341,222
3,235,736	3,056,430	3,054,740	9,346,906

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

Period Ending: February 2023

Month of Fiscal Year	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Budget
REVENUE														
Actual	6,479,130	6,309,981											12,789,112	
Budget Projection	6,173,274	5,863,228											12,036,502	87,097,000
Vs budget in month	305,856	446,753	-	-	-	-	-	-	-	-	-	-		
Vs budget to date	305,856	752,610	-	-	-	-	-	-	-	-	-	-	752,610	
EXPENSE														
Personnel Expense														
Actual	3,771,807	3,477,179											7,248,986	
Budget Projection	4,031,343	3,631,258											7,662,602	60,114,256
Vs budget in month	(259,536)	(154,080)	-	-	-	-	-	-	-	-	-	-		68%
Vs budget to date	(259,536)	(413,616)	-	-	-	-	-	-	-	-	-	-	(413,616)	of GF Expense
Operating Expense														
Actual	2,162,685	3,449,489											5,612,174	
Budget Projection	3,203,313	1,122,451	1,098,645	2,013,733	1,789,081	2,199,909	8,432,310	1,624,411	1,329,165	1,889,182	2,457,881	1,587,661	28,747,744	28,747,744
Vs budget in month	(1,040,628)	2,327,038	-	-	-	-	-	-	-	-	-	-		32%
Vs budget to date	(1,040,628)	1,286,410	-	-	-	-	-	-	-	-	-	-	(23,135,570)	of GF Expense
TOTAL EXPENSE														
Actual	5,934,492	6,926,668	-	-	-	-	-	-	-	-	-	-	12,861,160	
Budget Projection	7,234,656	4,753,710	1,098,645	2,013,733	1,789,081	2,199,909	8,432,310	1,624,411	1,329,165	1,889,182	2,457,881	1,587,661	36,410,346	88,862,000
Vs budget in month	(1,300,164)	2,172,958	-	-	-	-	-	-	-	-	-	-		
Vs budget to date	(1,300,164)	872,794	-	-	-	-	-	-	-	-	-	-	(23,549,186)	
Surplus / (Deficit)														
Actual	544,638	(616,686)	-	-	-	-	-	-	-	-	-	-	(72,048)	
Budget Projection	(1,061,383)	1,109,519	(1,098,645)	(2,013,733)	(1,789,081)	(2,199,909)	(8,432,310)	(1,624,411)	(1,329,165)	(1,889,182)	(2,457,881)	(1,587,661)	(24,373,844)	(1,765,000)
Vs budget in month	1,606,021	(1,726,205)	1,098,645	2,013,733	1,789,081	2,199,909	8,432,310	1,624,411	1,329,165	1,889,182	2,457,881	1,587,661		
Vs budget to date	1,606,021	(120,184)	-	-	-	-	-	-	-	-	-	-	24,301,795	
Beginning Cash Balance														
Actual	25,180,137	25,730,115	-	-	-	-	-	-	-	-	-	-		
Balance Sheet Adjustments														
Actual	5,339	65,377												
Ending Cash Balance														
Actual	25,730,115	25,178,805	-	-	-	-	-	-	-	-	-	-		

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 2023

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget	% of Budget
Memo Items																	
PROPERTY TAX TOTAL																	
var	REAL ESTATE TAX-CIVIL CITY	var						-	-	-	-	-	-	-	-	15,677,193	0%
var	REAL ESTATE TAX-TIF DISTRICTS	var						-	-	-	-	-	-	-	-	1,841,409	0%
	OTHER TAXES TOTAL		-	-	-	-	-	-	-	-	-	-	-	-	-	17,518,602	0%
OTHER TAXES TOTAL																	
var	LOCAL SALES TAX	var	1,157,380	1,134,252	-	-	-	-	-	-	-	-	-	-	2,291,632	13,501,160	17%
var	STATE SALES TAX	var	1,168,660	1,127,485	-	-	-	-	-	-	-	-	-	-	2,296,144	14,061,840	16%
	OTHER TAXES TOTAL		2,326,039	2,261,737	-	-	-	-	-	-	-	-	-	-	4,587,777	27,563,000	17%
GENERAL FUND																	
GENERAL GOV TAXES																	
301103	PROPERTY TAX	10						-	-	-	-	-	-	-	-	11,940,000	0%
301106	MOBILE HOME PRIVELEGE TAX	10						-	-	-	-	-	-	-	-	14,000	0%
301201	STATE SALES TAX	10	1,155,830	1,114,655	-	-	-	-	-	-	-	-	-	-	2,270,484	13,914,000	16%
301202	TELEPHONE UTILITY TAX	10	100,718	101,222	-	-	-	-	-	-	-	-	-	-	201,940	1,183,000	17%
301203	FOOD & BEVERAGE TAX	10	349,168	310,308	-	-	-	-	-	-	-	-	-	-	659,476	3,997,000	16%
301204	HOTEL AND MOTEL TAX	10	71,531	89,816	-	-	-	-	-	-	-	-	-	-	161,347	1,152,000	14%
301205	LOCAL SALES TAX	10	1,142,635	1,119,507	-	-	-	-	-	-	-	-	-	-	2,262,142	13,334,000	17%
301206	AVIATION FUEL TAX	10	1,191	2,212	-	-	-	-	-	-	-	-	-	-	3,403	8,000	43%
301207	LOCAL USE TAX	10	253,475	267,197	-	-	-	-	-	-	-	-	-	-	520,673	3,020,000	17%
301208	AUTO RENTAL TAX	10	4,404	4,341	-	-	-	-	-	-	-	-	-	-	8,746	48,000	18%
301209	UTILITY TAX - ELECTRIC & GAS	10	494,772	511,814	-	-	-	-	-	-	-	-	-	-	1,006,586	5,337,000	19%
301210	VIDEO GAMING TAX	10	187,712	194,632	-	-	-	-	-	-	-	-	-	-	382,344	2,386,000	16%
301302	CABLE TV TAX	10	11,674	228,468	-	-	-	-	-	-	-	-	-	-	240,141	1,034,000	23%
	Sub Total		3,773,110	3,944,173	-	-	-	-	-	-	-	-	-	-	7,717,283	57,367,000	13%
GENERAL GOVERNMENT (INTERGOV)																	
302102	LOCAL REPLACEMENT TAX	10	2,484	-	-	-	-	-	-	-	-	-	-	-	2,484	56,000	4%
302104	STATE REPLACEMENT TAX	10	538,022	-	-	-	-	-	-	-	-	-	-	-	538,022	2,000,000	27%
302105	STATE INCOME TAX	10	1,049,580	1,037,782	-	-	-	-	-	-	-	-	-	-	2,087,362	11,874,000	18%
302106	FEDERAL GRANTS	10	-	-	-	-	-	-	-	-	-	-	-	-	-	350,000	0%
302107	STATE GRANTS OR OTHER	10	-	-	-	-	-	-	-	-	-	-	-	-	-	150,000	0%
302114	POLICE OT REIMBURSEMENTS	10	2,821	16,566	-	-	-	-	-	-	-	-	-	-	19,387	89,000	-
302121	CANNABIS TAX	10	8,951	8,922	-	-	-	-	-	-	-	-	-	-	17,873	119,000	0%
308879	ADDI REIMBURSEMENT	10	480	110	-	-	-	-	-	-	-	-	-	-	590	-	-
	Sub Total		1,602,338	1,063,380	-	-	-	-	-	-	-	-	-	-	2,665,718	14,638,000	18%
GEN GOVERNMENT SERVICE CHARGE																	
303607	PAYMENT IN LIEU OF TAXES	10	171,795	171,795	-	-	-	-	-	-	-	-	-	-	343,590	2,062,116	17%
303608	RISK & EE BENEFIT SERVICES	10	19,734	19,734	-	-	-	-	-	-	-	-	-	-	39,468	252,600	16%
303621	ADMIN SERVICES	10	188,066	188,066	-	-	-	-	-	-	-	-	-	-	376,132	2,423,500	16%
303622	PUBLIC WORKS SERVICES	10	143,053	143,053	-	-	-	-	-	-	-	-	-	-	286,106	1,646,000	17%
303626	BLDG INSPECTION SERVICES	10	10,375	10,375	-	-	-	-	-	-	-	-	-	-	20,750	100,000	21%
303628	SEWER FUND-EPA	10	31,334	31,334	-	-	-	-	-	-	-	-	-	-	62,668	371,688	17%
306700	IT SERVICES	10	83,924	83,924	-	-	-	-	-	-	-	-	-	-	167,848	1,021,700	16%
306707	CDBG PERSONNEL/EXP REIMB	10	43,191	40,601	-	-	-	-	-	-	-	-	-	-	83,792	410,000	20%
306751	HOME PERSONNEL/EXP REIMB	10	1,669	2,079	-	-	-	-	-	-	-	-	-	-	3,748	50,000	7%
306753	DUATS PERSONNEL/EXP REIMB	10	-	33,631	-	-	-	-	-	-	-	-	-	-	33,631	200,000	17%
306762	TRANSFER FROM COM. GRANTS	10	7,348	8,958	-	-	-	-	-	-	-	-	-	-	16,306	125,000	13%
	Sub Total		700,490	733,550	-	-	-	-	-	-	-	-	-	-	1,434,039	8,662,604	17%
GENERAL GOV LICENSES/PERMITS																	
304300	ANIMAL REGISTRATION LATE FEES	10	380	1,235	-	-	-	-	-	-	-	-	-	-	1,615	15,000	11%
304302	GARBAGE HAULERS	10	1,000	-	-	-	-	-	-	-	-	-	-	-	1,000	22,000	5%
304303	CONTRACTOR LICENSES	10	4,550	1,550	-	-	-	-	-	-	-	-	-	-	6,100	28,000	22%
304304	LIQUOR LICENSES	10	-	250	-	-	-	-	-	-	-	-	-	-	250	531,000	0%
304305	RENTAL PROGRAM INCOME	10	-	-	-	-	-	-	-	-	-	-	-	-	-	40,000	0%
304307	OTHER LICENSES	10	5,960	6,461	-	-	-	-	-	-	-	-	-	-	12,421	371,000	3%
304401	BUILDING PERMITS	10	15,078	40,376	-	-	-	-	-	-	-	-	-	-	55,454	1,250,000	4%
304402	PIER PERMITS	10	65	-	-	-	-	-	-	-	-	-	-	-	65	-	-
	Sub Total		27,033	49,872	-	-	-	-	-	-	-	-	-	-	76,905	2,257,000	3%

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 2023

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget	% of Budget
GENERAL GOV FINES/FEES																	
303301	ON STREET PARKING	10	374	223	-	-	-	-	-	-	-	-	-	-	597	4,000	15%
303302	PARKING LOT 1	10	1,441	1,293	-	-	-	-	-	-	-	-	-	-	2,734	13,000	21%
303306	PARKING LOT 10	10	537	644	-	-	-	-	-	-	-	-	-	-	1,182	5,000	24%
303308	GARAGE C	10	7,325	1,367	-	-	-	-	-	-	-	-	-	-	8,692	28,000	31%
303310	RESIDENTIAL PARKING	10	900	480	-	-	-	-	-	-	-	-	-	-	1,380	4,000	35%
303312	DOWNTOWN EMPL PARKING PERMITS	10	1,417	1,243	-	-	-	-	-	-	-	-	-	-	2,660	20,000	13%
304490	ADMIN COURT FINES	10	2,418	2,620	-	-	-	-	-	-	-	-	-	-	5,038	68,000	7%
305500	ADMINISTRATIVE COURT FEES	10	2,108	1,569	-	-	-	-	-	-	-	-	-	-	3,677	32,000	11%
305501	COURT FINES	10	15,557	12,810	-	-	-	-	-	-	-	-	-	-	28,367	147,000	19%
305502	BOOT FEE	10	70	35	-	-	-	-	-	-	-	-	-	-	105	2,000	5%
305503	WEED CUTTING FEES	10	4,899	1,026	-	-	-	-	-	-	-	-	-	-	5,926	42,000	14%
305505	ILLEGAL USE OF VEHICLE	10	32,550	34,525	-	-	-	-	-	-	-	-	-	-	67,075	227,000	30%
305506	OVERTIME PARKING FEES	10	5,616	7,116	-	-	-	-	-	-	-	-	-	-	12,732	110,000	12%
305507	VARIANCE AND ZONING	10	-	250	-	-	-	-	-	-	-	-	-	-	250	3,000	8%
305513	OTHER FINES AND FEES	10	8,134	6,946	-	-	-	-	-	-	-	-	-	-	15,080	64,000	24%
305516	PET CITATIONS	10	217	9,249	-	-	-	-	-	-	-	-	-	-	9,467	68,000	14%
305520	TRASH & CLEAN UP FINES	10	4,986	4,930	-	-	-	-	-	-	-	-	-	-	9,916	78,000	13%
305521	VACANT PROPERTY FEE	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub Total			88,550	86,325	-	-	-	-	-	-	-	-	-	-	174,875	915,000	19%
INVESTMENT																	
306700	TRANSFERS FROM OTHER FUNDS	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
309900	BOND OR NOTE PROCEEDS	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
307101	INTEREST INCOME	10	22,284	23,672	-	-	-	-	-	-	-	-	-	-	45,956	200,000	23%
307102	POOLED INTEREST	10	-	-	-	-	-	-	-	-	-	-	-	-	-	1,500	0%
307141	INVESTMENT INCOME	10	-	-	-	-	-	-	-	-	-	-	-	-	-	4,000	0%
Sub Total			22,284	23,672	-	-	-	-	-	-	-	-	-	-	45,956	205,500	22%
GENERAL GOV OTHER INCOME																	
303413	AMEREN FRANCHISE PAYMENTS	10	76,759	76,759	-	-	-	-	-	-	-	-	-	-	153,519	921,000	17%
303415	PROFESSIONAL STANDARDS	10	-	-	-	-	-	-	-	-	-	-	-	-	-	5,700	0%
303510	ELECTRIC AGGREGATION ADMIN	10	4	3	-	-	-	-	-	-	-	-	-	-	7	35,000	0%
306700	TRANSFER FROM OTHER FUNDS	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
308801	RENTAL OF CITY PROPERTY	10	-	-	-	-	-	-	-	-	-	-	-	-	-	100	0%
308802	SALE OF CITY PROPERTY	10	-	-	-	-	-	-	-	-	-	-	-	-	-	96	0%
308803	SALE OF OTHER PROPERTY	10	-	-	-	-	-	-	-	-	-	-	-	-	-	10,000	0%
308807	DEMOLITION PAYMENTS	10	-	-	-	-	-	-	-	-	-	-	-	-	-	40,000	0%
308810	DAMAGE TO CITY PROPERTY	10	78,476	110	-	-	-	-	-	-	-	-	-	-	78,586	43,000	183%
308814	INVENTORY REIMBURSEMENTS	10	1,299	1,230	-	-	-	-	-	-	-	-	-	-	2,529	-	-
308817	NOISE ORDINANCE FINES	10	-	-	-	-	-	-	-	-	-	-	-	-	-	3,000	0%
308890	REIMBURSEMENT OF EXPENSE	10	-	22	-	-	-	-	-	-	-	-	-	-	22	5,000	0%
308898	BANK RECONCILIATION ADJ	10	-	(451)	-	-	-	-	-	-	-	-	-	-	(451)	9,000	-5%
308899	MISCELLANEOUS INCOME	10	3,670	9,116	-	-	-	-	-	-	-	-	-	-	12,786	20,000	64%
Sub Total			160,209	86,788	-	-	-	-	-	-	-	-	-	-	246,997	1,091,896	23%
PUBLIC SAFETY INTERGOVERNMENT																	
302403	FIRE TRAINING REIMBURSEMENT	10	-	-	-	-	-	-	-	-	-	-	-	-	-	17,000	0%
Sub Total			-	-	-	-	-	-	-	-	-	-	-	-	-	17,000	0%
PUBLIC SAFETY TRANSFER																	
303405	SCHOOL DISTRICT REIMB	10	-	250,642	-	-	-	-	-	-	-	-	-	-	250,642	42,000	597%
310010	FIRE PROGRAMS	10	80	17,312	-	-	-	-	-	-	-	-	-	-	17,392	496,000	4%
Sub Total			80	267,954	-	-	-	-	-	-	-	-	-	-	268,034	538,000	50%
PUBLIC SAFETY FINES & FEES																	
305512	FIRE & BURGLAR ALARMS	10	1,790	433	-	-	-	-	-	-	-	-	-	-	2,223	16,000	14%
305514	POLICE RECORDS	10	2,521	1,814	-	-	-	-	-	-	-	-	-	-	4,335	19,000	23%
308800	PUBLIC SAFETY LIFT ASSIST FEES	10	-	-	-	-	-	-	-	-	-	-	-	-	-	50,000	0%
Sub Total			4,311	2,246	-	-	-	-	-	-	-	-	-	-	6,557	85,000	8%
PROPERTY TAX ROAD & BRIDGE																	
301102	ROAD & BRIDGE TAX	10	-	-	-	-	-	-	-	-	-	-	-	-	-	384,000	0%
Sub Total			-	-	-	-	-	-	-	-	-	-	-	-	-	384,000	0%
HIGHWAYS/STREETS INTERGOVERNMENTAL																	
302401	STATE ROUTE MAINTENANCE	10	34,526	-	-	-	-	-	-	-	-	-	-	-	34,526	131,000	26%
Sub Total			34,526	-	-	-	-	-	-	-	-	-	-	-	34,526	131,000	26%
303601	MFT REIMB-MSC/TRAF SIGNAL	10	36,838	24,770	-	-	-	-	-	-	-	-	-	-	61,609	550,000	11%
303606	WATER STREET CUTS	10	29,361	27,251	-	-	-	-	-	-	-	-	-	-	56,612	255,000	22%
Sub Total			66,199	52,021	-	-	-	-	-	-	-	-	-	-	118,221	805,000	15%
General Fund Total			6,479,130	6,309,981	-	-	-	-	-	-	-	-	-	-	12,789,112	87,097,000	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 2023

Month of Fiscal Year		1	2	3	4	5	6	7	8	9	10	11	12	Actual	Revised	% of
Div	Fund	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	Budget	Budget
Other Funds																
various COMMUNITY GRANT	16	1,148	-	-	-	-	-	-	-	-	-	-	-	1,148	138,000	1%
various HOME PROGRAM	17	38,168	1,321	-	-	-	-	-	-	-	-	-	-	39,489	1,436,000	3%
various CDBG	18	61,595	3,590	-	-	-	-	-	-	-	-	-	-	65,185	2,679,188	2%
various OLDE TOWNE TIF	19	176	183	-	-	-	-	-	-	-	-	-	-	359	1,067,653	0%
various WABASH CROSSING TIF	21	1,457	1,516	-	-	-	-	-	-	-	-	-	-	2,973	346,753	1%
various DUATS	22	24	96,715	-	-	-	-	-	-	-	-	-	-	96,739	421,000	23%
various EASTGATE TIF	23	18,909	18,929	-	-	-	-	-	-	-	-	-	-	37,838	379,131	10%
various SOUTHSIDE TIF	24	133	138	-	-	-	-	-	-	-	-	-	-	271	51,103	1%
various STATE DRUG ENFORCEMENT	25	35,126	19,977	-	-	-	-	-	-	-	-	-	-	55,103	103,500	53%
various DUI COURT FINES	26	6,134	4,946	-	-	-	-	-	-	-	-	-	-	11,080	107,100	10%
various POLICE PROGRAMS/LAB	27	147	139	-	-	-	-	-	-	-	-	-	-	286	1,800	16%
various PINES SHOPPING CENTER TIF	28	3,158	3,163	-	-	-	-	-	-	-	-	-	-	6,321	114,208	6%
various GRAND & OAKLAND TIF	29	5,895	5,906	-	-	-	-	-	-	-	-	-	-	11,801	205,561	6%
various FEDERAL DRUG ENFORCEMENT	30	178	100,256	-	-	-	-	-	-	-	-	-	-	100,434	85,200	118%
various BUILDING FUND	34	51,868	201,843	-	-	-	-	-	-	-	-	-	-	253,711	739,583	34%
various LIBRARY OPERATIONS	35	210,557	48,941	-	-	-	-	-	-	-	-	-	-	259,498	5,551,754	5%
various BAND	36	1,090	2,438	-	-	-	-	-	-	-	-	-	-	3,527	83,040	4%
various FOREIGN FIRE INSURANCE	37	269	247	-	-	-	-	-	-	-	-	-	-	516	185,550	0%
various PEG PROJECTS	40	2,419	11,459	-	-	-	-	-	-	-	-	-	-	13,878	68,543	20%
various LOCAL STREETS & ROADS	42	154,526	143,323	-	-	-	-	-	-	-	-	-	-	297,850	1,840,000	16%
various 2018 PROJECT FUND	44	410	299	-	-	-	-	-	-	-	-	-	-	709	770	92%
various CAPITAL STREET PROJECTS	45	31	356,191	-	-	-	-	-	-	-	-	-	-	356,222	3,330,000	11%
various MFT PROJECTS	46	279,706	225,330	-	-	-	-	-	-	-	-	-	-	505,036	4,381,500	12%
various DEBT SERVICE	50	18,006	1,834,573	-	-	-	-	-	-	-	-	-	-	1,852,580	2,669,449	69%
various LIBRARY CAPITAL	58	763	741	-	-	-	-	-	-	-	-	-	-	1,504	950,700	0%
various LIBRARY TRUST FUNDS	59	376	119	-	-	-	-	-	-	-	-	-	-	495	9,000	5%
various FLEET MAINTENANCE	60	291,784	276,599	-	-	-	-	-	-	-	-	-	-	568,383	3,246,884	18%
various EQUIPMENT REPLACEMENT	61	(678)	20,911	-	-	-	-	-	-	-	-	-	-	20,233	4,250,500	0%
various RISK MANAGEMENT	64	339,848	340,190	-	-	-	-	-	-	-	-	-	-	680,038	4,059,600	17%
various EMPLOYEE BENEFIT	65	897,060	956,986	-	-	-	-	-	-	-	-	-	-	1,854,046	13,316,273	14%
various PUBLIC TRANSIT	70	2,364,699	67,739	-	-	-	-	-	-	-	-	-	-	2,432,438	17,973,575	14%
various FIBER OPTICS	77	7,735	383,744	-	-	-	-	-	-	-	-	-	-	391,478	500,550	78%
various STORMWATER PROJECTS	78	129,878	224,633	-	-	-	-	-	-	-	-	-	-	354,511	1,928,969	18%
various SEWER PROJECTS	79	642,339	628,425	-	-	-	-	-	-	-	-	-	-	1,270,765	7,018,000	18%
various WATER	80	2,640,715	2,699,728	-	-	-	-	-	-	-	-	-	-	5,340,443	33,408,669	16%
various WATER CAPITAL	81	11,919	351,006	-	-	-	-	-	-	-	-	-	-	362,925	5,500,000	7%
various DCDF	82	1,518	1,524	-	-	-	-	-	-	-	-	-	-	3,042	18,000	17%
various COMMUNITY REVITALIZATION	84	11,676	12,319	-	-	-	-	-	-	-	-	-	-	23,995	1,238,420	2%
various GRANTS	85	116	121	-	-	-	-	-	-	-	-	-	-	237	6,100,000	0%
various RECYCLING	88	56,771	53,264	-	-	-	-	-	-	-	-	-	-	110,034	725,000	15%
various WATER BOND FUND	89	40,532	20,046	-	-	-	-	-	-	-	-	-	-	60,577	-	-
various FIRE PENSION	90	(2,153,754)	5,022,249	-	-	-	-	-	-	-	-	-	-	2,868,495	9,850,556	29%
various POLICE PENSION	91	(1,985,934)	5,960,004	-	-	-	-	-	-	-	-	-	-	3,974,070	13,410,684	30%
various AMERICAN RESCUE PLAN	99	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Grand Total Revenues		10,667,622	26,411,753	-	-	-	-	-	-	-	-	-	-	37,079,375	236,588,766	16%

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

[home](#)

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

Assessed Value Year 2022
Pay Year 2023
In Process

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

Note(s)

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

Prepared By:
Office of the City Treasurer

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

home

Assessed Value Year
Pay Year
2022
2023
In Process

Tax Levy Item	Fund	Billed \$ Amount	99.0% Collection Rate	Expected Collection \$ Amount	input							Total Distribution	Expected Account Receivable \$ Amount	Actual Collection Rate
					Distribution 1 xx/xx/2023	Distribution 2 xx/xx/2023	Distribution 3 xx/xx/2023	Distribution 4 xx/xx/2023	Distribution 5 xx/xx/2023	Distribution 6 xx/xx/2023	Distribution 7 xx/xx/2023			
GO Bond Debt	50	653,928.00	99.0%	647,389.00	-	-	-	-	-	-	-	-	647,389.00	0.0%
General Purpose	10	-	99.0%	-	-	-	-	-	-	-	-	-	-	-
Fire Pension	10	6,100,000.00	99.0%	6,039,000.00	-	-	-	-	-	-	-	-	6,039,000.00	0.0%
Police Pension	10	5,530,000.00	99.0%	5,474,700.00	-	-	-	-	-	-	-	-	5,474,700.00	0.0%
City Library	35	2,972,500.00	99.0%	2,942,775.00	-	-	-	-	-	-	-	-	2,942,775.00	0.0%
Municipal Band	36	66,700.00	99.0%	66,033.00	-	-	-	-	-	-	-	-	66,033.00	0.0%
Mass Transit														
Total City		15,323,128.00		15,169,897.00	-	-	-	-	-	-	-	-	15,169,897.00	0.0%
City Collection Rate:													0.0%	
ZTF3 Pines (4062)	28	-	100.0%	-	-	-	-	-	-	-	-	-	0	-
ZTF5 Olde Towne (4555)	19	-	98.0%	-	-	-	-	-	-	-	-	-	0	-
ZTF6 Near North (4455)	21	-	100.0%	-	-	-	-	-	-	-	-	-	0	-
ZTF8 Eastgate (9543)	23	-	100.0%	-	-	-	-	-	-	-	-	-	0	-
ZTF0 Grand/Oakland (xxxx)	29	-	100.0%	-	-	-	-	-	-	-	-	-	0	-
ZTFA Southside (xxxx)	24	-	100.0%	-	-	-	-	-	-	-	-	-	0	-
xxxxx	xx	-	0.0%	-	-	-	-	-	-	-	-	-	0	-
Redevelopment TIF		-		-	-	-	-	-	-	-	-	-	-	-
City Collection Rate:													#DIV/0!	
Total Property Tax Levy		15,323,128.00		15,169,897.00	-	-	-	-	-	-	-	-	15,169,897.00	0.0%
City Collection Rate:					xx	xx	xx	xx	xx	xx	xx	0.0%		

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

Footnote (Not a part of City Tax Levy)	Distribution 1 xx/xx/2023	Distribution 2 xx/xx/2023	Distribution 3 xx/xx/2023	Distribution 4 xx/xx/2023	Distribution 5 xx/xx/2023	Distribution 6 xx/xx/2023	Distribution 7 xx/xx/2023	Total Distribution
Decatur Road & Bridge Tax Distribution	10-0831-301102	-	-	-	-	-	-	-
Total County Distribution to Civil City								
	xx	xx	xx	xx	xx	xx	xx	-
Footnote (Not a part of City Tax Levy)								
Decatur Mobile Home Privilege Tax Distribution	10-0231-301106	-	-	-	-	-	-	-
Distribution to City including TIF & Mobile Home								
	xx	xxxxx	xx	xx	xx	xx	xx	-
GO Bond Debt	50-43500-301103	-	ZTF3 Pines TIF (4062)	28-43281-301103	-			
General Purpose	10-0231-301103	-	ZTF5 Olde Towne TIF (4555)	19-45190-301103	-			
Fire Pension	10-0231-301103	-	ZTF6 Near North TIF (4455)	21-43210-301103	-			
Police Pension	10-0231-301103	-	ZTF8 Eastgate TIF (9543)	23-43230-301103	-			
City Library	35-59350-301103	-	ZTF0 Grand & Oakland (xx)	29-43291-301103	-			
Municipal Band	36-43360-301103	-	ZTFA SS Redevelopment (xx)	24-43241-301103	-			
		xxxxx		xx	-			
reconciliation of receipts and recording								
						agree w/row 18	-	ok
						agree w/row 27	-	ok
						agree w/row 43	-	ok
						agree w/row 48	-	ok
						test s/b "0"	-	

Prepared By:
Office of the City Treasurer

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

February 2023

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Original Budget	Revised Budget	YTD % of Budget
General Government																		
010	LEGISLATIVE	10	2,791	13,296	-	-	-	-	-	-	-	-	-	-	16,088	64,463	64,463	25%
015	EXECUTIVE	10	72,183	54,152	-	-	-	-	-	-	-	-	-	-	126,334	770,672	770,672	16%
016	HUMAN RESOURCES	10	45,270	45,750	-	-	-	-	-	-	-	-	-	-	91,020	623,556	623,556	15%
017	INFORMATION TECHNOLOGIES	10	109,915	128,607	-	-	-	-	-	-	-	-	-	-	238,522	2,052,613	2,052,613	12%
018	DATA & COMMUNICATIONS	10	22,224	38,806	-	-	-	-	-	-	-	-	-	-	61,030	526,284	526,284	12%
020	LEGAL	10	103,406	76,105	-	-	-	-	-	-	-	-	-	-	179,512	1,014,417	1,014,417	18%
035	FINANCE	10	127,595	113,476	-	-	-	-	-	-	-	-	-	-	241,071	1,764,361	1,764,361	14%
037	PURCHASING	10	16,202	16,561	-	-	-	-	-	-	-	-	-	-	32,763	214,114	214,114	15%
038	CIVIC CENTER	10	54,216	17,185	-	-	-	-	-	-	-	-	-	-	71,401	558,760	558,760	13%
039	CITY GENERAL ADMINISTRATIVE	10	648,568	2,481,673	-	-	-	-	-	-	-	-	-	-	3,130,240	11,106,750	11,106,750	28%
040	CENTRAL BUSINESS DISTRICT	10	2,291	3,136	-	-	-	-	-	-	-	-	-	-	5,427	407,500	407,500	1%
Sub Total			1,204,660	2,988,748	-	-	-	-	-	-	-	-	-	-	4,193,408	19,103,490	19,103,490	22%
Community & Economic Development Services																		
050	PLANNING & SUSTAINABILITY	10	43,529	56,989	-	-	-	-	-	-	-	-	-	-	100,518	682,245	682,245	15%
052	BUILDING INSPECTIONS	10	61,371	62,316	-	-	-	-	-	-	-	-	-	-	123,687	830,764	830,764	15%
053	NEIGHBORHOOD INSPECTIONS	10	69,650	73,744	-	-	-	-	-	-	-	-	-	-	143,394	1,666,078	1,666,078	9%
054	REVITALIZATION & HOUSING	10	44,282	45,288	-	-	-	-	-	-	-	-	-	-	89,570	734,545	734,545	12%
055	ECONOMIC DEVELOPMENT	10	70,000	3,100	-	-	-	-	-	-	-	-	-	-	73,100	373,907	373,907	20%
Sub Total			288,832	241,438	-	-	-	-	-	-	-	-	-	-	530,270	4,287,539	4,287,539	12%
Public Safety																		
065	POLICE	10	2,458,290	1,864,157	-	-	-	-	-	-	-	-	-	-	4,322,446	32,097,738	32,097,738	13%
070	FIRE	10	1,192,135	1,097,502	-	-	-	-	-	-	-	-	-	-	2,289,637	22,735,698	22,735,698	10%
Sub Total			3,650,425	2,961,659	-	-	-	-	-	-	-	-	-	-	6,612,084	54,833,436	54,833,436	12%
Public Works																		
080	PUBLIC WORKS ADMIN	10	26,750	26,309	-	-	-	-	-	-	-	-	-	-	53,058	531,699	531,699	10%
082	ENGINEERING	10	91,327	86,040	-	-	-	-	-	-	-	-	-	-	177,367	1,408,068	1,408,068	13%
083	MUNICIPAL SERVICES	10	416,508	385,976	-	-	-	-	-	-	-	-	-	-	802,484	5,260,111	5,260,111	15%
084	STREETS	10	103,032	89,136	-	-	-	-	-	-	-	-	-	-	192,168	1,262,881	1,262,881	15%
086	TRAFFIC & PARKING	10	111,345	109,397	-	-	-	-	-	-	-	-	-	-	220,742	1,361,493	1,361,493	16%
088	LAND & BUILDING MGMT	10	41,613	37,966	-	-	-	-	-	-	-	-	-	-	79,580	813,283	813,283	10%
Sub Total			790,575	734,823	-	-	-	-	-	-	-	-	-	-	1,525,398	10,637,535	10,637,535	14%
General Fund Expenditure Total			5,934,492	6,926,668	-	-	-	-	-	-	-	-	-	-	12,861,160	88,862,000	88,862,000	14%
Community & Economic Development																		
16	COMMUNITY GRANT	16	266	-	-	-	-	-	-	-	-	-	-	-	266	138,000	138,000	0%
17	HOME PROGRAM	17	36,977	5,936	-	-	-	-	-	-	-	-	-	-	42,913	1,225,875	1,225,875	4%
18	CDBG PROGRAM	18	64,159	46,478	-	-	-	-	-	-	-	-	-	-	110,637	2,666,797	2,666,797	4%
22	DUATS	22	9,699	42,943	-	-	-	-	-	-	-	-	-	-	52,642	421,000	421,000	13%
70	PUBLIC TRANSIT	70	645,842	785,791	-	-	-	-	-	-	-	-	-	-	1,431,633	17,446,823	17,446,823	8%
82	DCDF	82	631	11	-	-	-	-	-	-	-	-	-	-	642	174,700	174,700	0%
84	COMMUNITY REVITALIZATION	84	144,968	335,511	-	-	-	-	-	-	-	-	-	-	480,479	9,550,000	9,550,000	5%
88	RECYCLING	88	78,363	44,709	-	-	-	-	-	-	-	-	-	-	123,072	592,185	592,185	21%
Sub Total			980,906	1,261,379	-	-	-	-	-	-	-	-	-	-	2,242,285	32,215,380	32,215,380	7%
Redevelopment & TIF																		
19	OLDE TOWNE TIF	19	-	-	-	-	-	-	-	-	-	-	-	-	-	1,078,386	1,078,386	0%
21	WABASH CROSSING TIF	21	-	-	-	-	-	-	-	-	-	-	-	-	-	346,753	346,753	0%
23	EASTGATE TIF	23	-	-	-	-	-	-	-	-	-	-	-	-	-	350,000	350,000	0%
24	SOUTHSIDE TIF	24	-	-	-	-	-	-	-	-	-	-	-	-	-	51,103	51,103	0%
28	PINES SHOPPING CENTER TIF	28	-	-	-	-	-	-	-	-	-	-	-	-	-	110,000	110,000	0%
29	GRAND & OAKLAND TIF	29	-	-	-	-	-	-	-	-	-	-	-	-	-	205,561	205,561	0%
Sub Total			-	-	-	-	-	-	-	-	-	-	-	-	-	2,141,803	2,141,803	0%

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

February 2023

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Original Budget	Revised Budget	YTD % of Budget
Public Safety																		
25	STATE DRUG ACTIVITIES	25	2,842	11,200											14,042	100,000	100,000	14%
26	DUI COURT FINES	26	456	1,497											1,953	104,000	104,000	2%
27	POLICE PROGRAMS/LAB	27	-	-											-	25,000	25,000	0%
30	FEDERAL DRUG ENFORCEMENT	30	-	-											-	85,000	85,000	0%
37	FOREIGN FIRE INSURANCE	37	17,435	26,191											43,625	185,550	185,550	24%
Sub Total			20,733	38,887	-	-	-	-	-	-	-	-	-	-	59,620	499,550	499,550	12%
Debt Service																		
50	DEBT SERVICE PAYMENTS	50	-	1,312,369	-	-	-	-	-	-	-	-	-	-	1,312,369	2,707,230	2,707,230	48%
Sub Total			-	1,312,369	-	-	-	-	-	-	-	-	-	-	1,312,369	2,707,230	2,707,230	48%
Public Works																		
42	LOCAL MFT PROJECTS	42	523	558,482	-	-	-	-	-	-	-	-	-	-	559,005	3,179,971	3,179,971	18%
44	2018 PROJECT FUND	44	-	341,222	-	-	-	-	-	-	-	-	-	-	341,222	900,000	900,000	38%
45	CAPITAL PROJECTS	45	33,751	323,737	-	-	-	-	-	-	-	-	-	-	357,489	3,330,000	3,330,000	11%
46	STATE MFT PROJECTS	46	348,449	33,433	-	-	-	-	-	-	-	-	-	-	381,882	5,943,154	5,943,154	6%
60	FLEET OPERATIONS	60	169,124	238,868	-	-	-	-	-	-	-	-	-	-	407,992	3,117,421	3,117,421	13%
61	EQUIPMENT REPLACEMENT	61	115,475	282,130	-	-	-	-	-	-	-	-	-	-	397,605	5,252,000	5,252,000	8%
78	STORM WATER PROJECTS	78	84,904	66,121	-	-	-	-	-	-	-	-	-	-	151,025	3,092,392	3,092,392	5%
79	SEWER PROJECTS	79	974,785	649,208	-	-	-	-	-	-	-	-	-	-	1,623,994	14,452,128	14,452,128	11%
Sub Total			1,727,011	2,493,202	-	-	-	-	-	-	-	-	-	-	4,220,213	39,267,066	39,267,066	11%
Library																		
35	LIBRARY OPERATIONS	35	316,724	319,475	-	-	-	-	-	-	-	-	-	-	636,199	5,518,850	5,518,850	12%
58	LIBRARY CAPITAL PROJECTS	58	141,480	-	-	-	-	-	-	-	-	-	-	-	141,480	1,250,000	1,250,000	11%
59	LIBRARY TRUST FUNDS	59	1,206	269	-	-	-	-	-	-	-	-	-	-	1,475	120,000	120,000	1%
Sub Total			459,410	319,744	-	-	-	-	-	-	-	-	-	-	779,153	6,888,850	6,888,850	11%
Internal Service and Other																		
34	BUILDING FUND	34	71,840	171,036	-	-	-	-	-	-	-	-	-	-	242,876	871,923	871,923	28%
36	BAND	36	2,048	636	-	-	-	-	-	-	-	-	-	-	2,684	82,102	82,102	3%
40	PEG CAPITAL PROGRAMMING	40	2,686	8,790	-	-	-	-	-	-	-	-	-	-	11,475	88,963	88,963	13%
64	RISK MANAGEMENT	64	288,302	36,614	-	-	-	-	-	-	-	-	-	-	324,915	3,958,988	3,958,988	8%
65	BENEFIT INSURANCE	65	1,129,636	1,132,736	-	-	-	-	-	-	-	-	-	-	2,262,372	14,028,689	14,028,689	16%
77	FIBER OPTICS	77	(72,580)	57,150	-	-	-	-	-	-	-	-	-	-	(15,430)	1,306,920	1,306,920	-1%
85	GRANT FUND	85	-	-	-	-	-	-	-	-	-	-	-	-	-	6,000,000	6,000,000	0%
99	AMERICAN RESCUE PLAN	99	68,967	1,846	-	-	-	-	-	-	-	-	-	-	70,813	1,509,300	1,509,300	5%
Sub Total			1,490,899	1,408,808	-	-	-	-	-	-	-	-	-	-	2,899,706	27,846,885	27,846,885	10%
Water Utility																		
80	WATER UTILITY	80	1,308,406	10,216,812	-	-	-	-	-	-	-	-	-	-	11,525,218	32,777,472	32,777,472	35%
81	WATER CAPITAL	81	1,575,887	1,466,826	-	-	-	-	-	-	-	-	-	-	3,042,713	7,415,160	7,415,160	41%
89	2022 BOND FUND	89	55,798	-	-	-	-	-	-	-	-	-	-	-	55,798	14,279,569	14,279,569	0%
Sub Total			2,940,091	11,683,638	-	-	-	-	-	-	-	-	-	-	14,623,729	54,472,201	54,472,201	27%
Fiduciary Trust & Agency																		
90	FIRE PENSION	90	817,419	796,726	-	-	-	-	-	-	-	-	-	-	1,614,146	9,610,877	9,610,877	17%
91	POLICE PENSION	91	921,553	976,696	-	-	-	-	-	-	-	-	-	-	1,898,249	10,021,643	10,021,643	19%
Sub Total			1,738,973	1,773,422	-	-	-	-	-	-	-	-	-	-	3,512,394	19,632,520	19,632,520	18%
Grand Total Expenditures			15,292,514	27,218,116	-	-	-	-	-	-	-	-	-	-	42,510,630	274,533,485	274,533,485	15%

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		2,624,376	2,825,194	(200,819)	2,780,145	(155,769)
UCS Billing Reimb		11,905	13,722	(1,817)	13,069	(1,164)
Tapping Fees		-	1,477	(1,477)	1,810	(1,810)
Lake Lic. / Permits		-	-	-	-	-
Interest/Investment Income		5,256	-	5,256	-	5,256
Other Income		58,191	29,177	29,014	36,692	21,499
Total Revenue		2,699,728	2,869,571	(169,843)	2,831,717	(131,988)
Cost of Service						
801 Water Production		578,375	485,771	92,604	488,552	89,823
804 Water Services		272,162	302,401	(30,239)	276,771	(4,609)
Total Cost of Service		850,536	788,172	62,365	765,323	85,214
% of Revenue		31.5%	27.5%		27.0%	
Water Gross Margin		1,849,192	2,081,399	(232,207)	2,066,394	(217,202)
% of Revenue		68.5%	72.5%		73.0%	
Operating Expense						
802 Lake Management		84,850	194,436	(109,586)	119,343	(34,494)
803 Water Administration		344,741	409,093	(64,352)	363,189	(18,448)
805 Customer Service		74,384	85,212	(10,828)	73,272	1,112
Total Operating Expense		503,975	688,740	(184,766)	555,804	(51,830)
% of Revenue		18.7%	24.0%		19.6%	
Margin Before Debt Service		1,345,217	1,392,659	(47,441)	1,510,590	(165,372)
% of Revenue		49.8%	48.5%		53.3%	
Debt Service						
808 GO Bond Debt		8,064,403	6,642,581	1,421,823	6,751,284	1,313,119
809 IEPA - Nitrate Facility		-	-	-	-	-
80B IEPA - Water Tower		-	-	-	-	-
80C JCI - Auto Water Meter		797,898	805,969	(8,071)	778,295	19,602
Total Debt Service		8,862,301	7,448,550	1,413,751	7,529,580	1,332,721
% of Revenue		328.3%	259.6%		265.9%	
Operating Income		(7,517,084)	(6,055,891)	(1,461,193)	(6,018,990)	(1,498,094)
% of Revenue		-278.4%	-211.0%		-212.6%	
Transfer to Capital						
CapEx Funding		-	-	-	-	-
Income after Capital Transfer		(7,517,084)	(6,055,891)	(1,461,193)	(6,018,990)	(1,498,094)
% of Revenue		-278.4%	-211.0%		-212.6%	

Balance Sheet Items (Operating Fund)					
Cash	3,316,478			2,036,544	
Interfund AR	-			-	
Investments	-			-	
Total Cash & Investments	3,316,478			2,036,544	
Accounts Receivable	2,614,966			4,685,094	

Month of: February 2023

Current YTD Actual	Current YTD Budget	O(U) Budget	Prior YTD Actual	O(U) Prior Year
5,243,237	5,031,085	212,151	4,950,862	292,374
23,810	27,445	(3,635)	26,138	(2,328)
-	7,968	(7,968)	9,765	(9,765)
67	527	(460)	497	(430)
12,666	-	12,666	-	12,666
60,663	58,081	2,582	73,469	(12,806)
5,340,443	5,125,106	215,337	5,060,731	279,712
920,678	753,826	166,852	749,252	171,426
563,314	591,597	(28,283)	542,083	21,231
1,483,992	1,345,423	138,569	1,291,334	192,657
27.8%	26.3%		25.5%	
3,856,451	3,779,684	76,768	3,769,397	87,054
72.2%	73.7%		74.5%	
167,900	269,137	(101,237)	167,058	842
689,323	821,851	(132,528)	729,054	(39,732)
140,862	173,713	(32,850)	149,184	(8,322)
998,085	1,264,700	(266,616)	1,045,297	(47,212)
18.7%	24.7%		20.7%	
2,858,366	2,514,983	343,383	2,724,100	134,266
53.5%	49.1%		53.8%	
8,064,403	6,642,949	1,421,454	6,751,659	1,312,744
-	-	-	-	-
180,840	180,841	(0)	180,840	-
797,898	805,969	(8,071)	778,295	19,602
9,043,141	7,629,759	1,413,382	7,710,795	1,332,346
169.3%	148.9%		152.4%	
(6,184,775)	(5,114,776)	(1,069,999)	(4,986,695)	(1,198,080)
-115.8%	-99.8%		-98.5%	
-	-	-	-	-
(6,184,775)	(5,114,776)	(1,069,999)	(4,986,695)	(1,198,080)
-115.8%	-99.8%		-98.5%	

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 2023

	Current Month Actual	Current YTD Actual	Current YTD Budget	O(U) Budget	Full Year Budget	Comments
Revenue						
CapEx Funding	-	-	-	-	2,000,000	CapEx funding from Water Operating Fund
ADM Cost Share	-	-	-	-	1,000,000	Actual ADM cost share
Grants	38,932	38,932	-	38,932	200,000	
Other	312,074	323,993	-	323,993	2,300,000	Other Transfers
Total Revenue	351,006	362,925	-	362,925	5,500,000	
CapEx Project Spending						
Operating CapEx	-	-	-	-	430,000	81808112 423700
Professional Services	1,154	2,980	20,152	(17,172)	558,000	81808118 428000
Automotive Equipment	-	-	-	-	556,393	81808118 451000
Other Equipment	-	-	-	-	377,902	81808118 452000
System leak detection	-	-	-	-	34,848	81808118 486300
Water Main Replacement	34,800	1,024,644	53,674	970,970	-	81808118 488800
Water System Improvements	-	-	173,333	(173,333)	537,500	81808118 497000
SWTP Improvements	1,210,866	1,789,816	8,792	1,781,025	6,215,000	81808118 499200
Lake cap operating	115,846	121,112	168,349	(47,237)	865,183	81808122 423700
Lake cap land acq	-	-	-	-	100,000	81808128 450100
Lake cap additional water	104,160	104,160	-	104,160	695,000	81808128 488900
Water Distribution System	-	-	-	-	-	
Total CapEx Spending	1,466,826	3,042,713	424,299	2,618,413	10,369,826	
Surplus (Deficit)	(1,115,819)	(2,679,787)	(424,299)		(4,869,826)	

Capital Fund Cash Position

Cash Position Start of Month	4,407,456	
Cash Position Close of Month	3,291,637	
Interfund AR	481,816	Due to Water Capital fund from Capital Fund 45

Prepared By: Office of the City Treasurer

City of Decatur
Water Utility Financial Report
Key Metrics

home

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

February 2023

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year	YTD Comparison
Current Year														
Water Bill Count														
Original Bills														
Residential	26,045	24,570											50,615	
Industrial	30	30											60	
Commercial	2,641	2,459											5,100	
Total	28,716	27,059	-	-	-	-	-	-	-	-	-	-	55,775	97.9%
Delinquent Bills														
Residential	7,399	6,442											13,841	
Industrial	-	-											-	
Commercial	452	365											817	
Total	7,851	6,807	-	-	-	-	-	-	-	-	-	-	14,658	100.0%
Total Bill Count	36,567	33,866	-	-	-	-	-	-	-	-	-	-	70,433	98.3%
Cubit Feet Consumption Billed														
Residential	11,188,618	10,200,018											21,388,636	99.6%
Industrial	41,752,330	45,530,232											87,282,562	101.4%
Commercial	9,746,511	9,514,979											19,261,490	98.6%
Total	62,687,459	65,245,229	-	-	-	-	-	-	-	-	-	-	127,932,688	100.7%
Water Shut Offs	397	578											975	80.0%
Customer Service Telephone Calls	4,761	4,507											9,268	97.0%
Water Billed \$														
Residential	713,684	655,213											\$ 1,368,897	101.6%
Industrial	1,180,971	1,274,432											\$ 2,455,403	105.2%
Commercial	531,637	512,087											\$ 1,043,724	102.1%
Total	\$ 2,426,292	\$ 2,441,732											\$ 4,868,024	103.5%
Penalty \$	\$ 12,708	\$ 12,183											\$ 24,890	83.3%
Total Billed	\$ 2,439,000	\$ 2,453,914	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,892,914	103.3%
Raw Water Gallonage Billed														
Gallons (000)	417,880	430,520											848,400	145.1%
\$ Billed	130,629	134,580											\$ 265,209	148.7%
Water Billed vs Cash Receipts														
Billed \$	2,426,292	2,588,495											\$ 5,014,787	104.3%
Cash Revenue \$	2,618,861	2,624,376											\$ 5,243,237	105.9%
% Cash to Billed	108%	101%	-	-	-	-	-	-	-	-	-	-	104.6%	
Prior Year 2022														
Water Bill Count														
Original Bills														
Residential	27,110	24,647	29,930	25,326	26,392	27,154	26,104	27,548	25,994	25,913	25,241	28,176	319,535	
Industrial	30	30	30	30	30	30	30	30	30	30	30	30	360	
Commercial	2,696	2,456	2,973	2,527	2,650	2,749	2,587	2,757	2,666	2,591	2,569	2,793	32,014	
Total	29,836	27,133	32,933	27,883	29,072	29,933	28,721	30,335	28,690	28,534	27,840	30,999	351,909	100.4%
Delinquent Bills														
Residential	7,699	6,189	8,221	7,626	7,117	7,730	7,259	8,562	7,450	7,173	5,802	7,613	88,441	
Industrial	1	1	-	2	-	-	-	-	-	-	-	-	4	
Commercial	389	373	385	411	415	487	424	521	379	397	355	439	4,975	
Total	8,089	6,563	8,606	8,039	7,532	8,217	7,683	9,083	7,829	7,570	6,157	8,052	93,420	162.2%
Total Bill Count	37,925	33,696	41,539	35,922	36,604	38,150	36,404	39,418	36,519	36,104	33,997	39,051	445,329	109.1%
Cubit Feet Consumption Billed														
Residential	11,184,528	10,282,443	11,417,042	9,994,015	10,708,828	12,341,876	13,441,741	13,110,299	11,769,566	11,004,884	10,401,384	11,352,187	137,008,793	97.5%
Industrial	41,470,827	44,584,892	39,019,803	43,645,501	40,739,955	46,143,194	45,127,686	48,070,058	47,584,588	44,934,063	43,074,465	42,314,326	526,709,358	101.0%
Commercial	9,930,161	9,606,508	9,610,928	9,625,163	9,647,832	11,450,965	13,138,686	14,551,851	13,079,787	11,705,659	10,419,866	10,060,763	132,828,169	100.4%
Total	62,585,516	64,473,843	60,047,773	63,264,679	61,096,615	69,936,035	71,708,113	75,732,208	72,433,941	67,644,606	63,895,715	63,727,276	796,546,320	100.3%
Water Shut Offs	671	547	727	455	599	722	523	784	485	485	493	431	6,922	178.0%
Customer Service Telephone Calls	5,148	4,411	5,080	4,460	4,819	5,046	4,736	5,534	4,867	4,628	4,290	4,556	57,575	109.0%
Water Billed \$														
Residential	703,333	643,773	728,724	637,301	681,642	780,533	825,157	820,740	742,358	704,837	670,574	736,125	\$ 8,675,097	100.9%
Industrial	1,132,178	1,202,794	1,072,338	1,184,640	1,116,602	1,297,006	1,281,131	1,322,918	1,338,144	1,249,155	1,203,368	1,193,051	\$ 14,593,326	103.2%
Commercial	525,898	496,750	526,010	508,700	519,399	602,099	647,131	703,415	649,857	600,205	548,219	554,569	\$ 6,882,252	104.6%
Total	\$ 2,361,409	\$ 2,343,317	\$ 2,327,072	\$ 2,330,641	\$ 2,317,643	\$ 2,679,638	\$ 2,753,419	\$ 2,847,073	\$ 2,730,359	\$ 2,554,198	\$ 2,422,162	\$ 2,483,745	\$ 30,150,675	102.9%
Penalty \$	\$ 28,636	\$ 1,256	\$ 14,045	\$ 44,879	\$ 12,766	\$ 14,479	\$ 14,411	\$ 18,681	\$ 7,829	\$ 2,554,198	\$ 2,422,162	\$ 2,483,745	\$ 156,984	148.6%
Total Billed	\$ 2,390,046	\$ 2,344,573	\$ 2,341,116	\$ 2,375,521	\$ 2,330,409	\$ 2,694,117	\$ 2,767,830	\$ 2,865,754	\$ 2,738,188	\$ 2,554,198	\$ 2,422,162	\$ 2,483,745	\$ 30,307,659	103.0%
Raw Water Gallonage Billed														
Gallons (000)	292,670	292,140	296,130	297,810	293,350	364,980	359,540	341,610	474,570	434,280	448,320	418,660	4,314,060	111.6%
\$ Billed	89,264	89,103	90,320	90,832	89,472	111,319	109,659	104,191	148,351	135,756	140,145	130,873	\$ 1,329,284	112.7%
Water Billed vs Cash Receipts														
Billed \$	2,361,409	2,444,983	2,431,436	2,466,353	2,419,881	2,805,436	2,877,490	2,969,845	2,892,391	2,703,216	2,572,314	2,628,308	\$ 31,573,062	103.1%
Cash Revenue \$	2,170,717	2,780,145	2,521,253	2,446,589	2,624,376	2,624,376	2,785,495	3,079,668	2,624,376	795,849	2,624,376	2,602,017	\$ 29,679,237	96.2%
% Cash to Billed	92%	114%	104%	99%	108%	94%	97%	104%	91%	29%	102%	99%	94.0%	

City of Decatur
Treasurer's Financial Report
Headcount Staffing Level

Period Ending: February 2023

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

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

City of Decatur
Treasurer's Financial Report
Headcount Staffing Level

Period Ending: February 2023

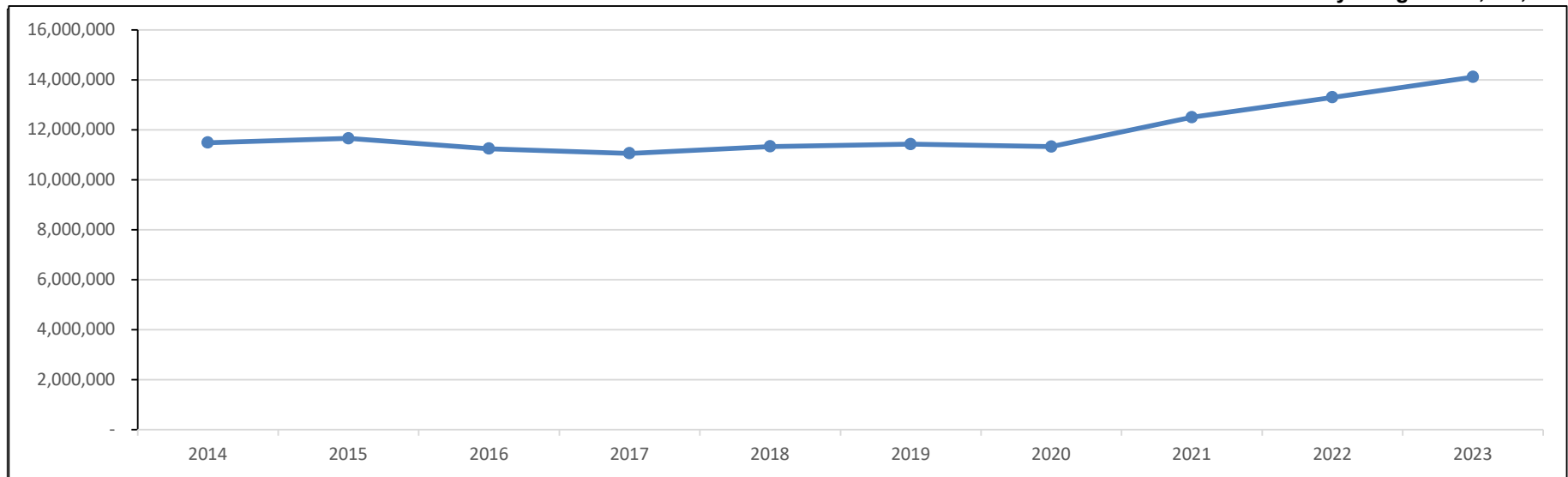
	2023 Budget	Current Year Staffing Levels												Prior Yr End
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Full Time Staff														
Executive														
Executive, City Clerk, Data/Comms	7	6	6											5
Mass Transit & Facilities	4	4	4											4
Total	11	10	10	-	-	-	-	-	-	-	-	-	-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

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

STATE SALES TAX

Home

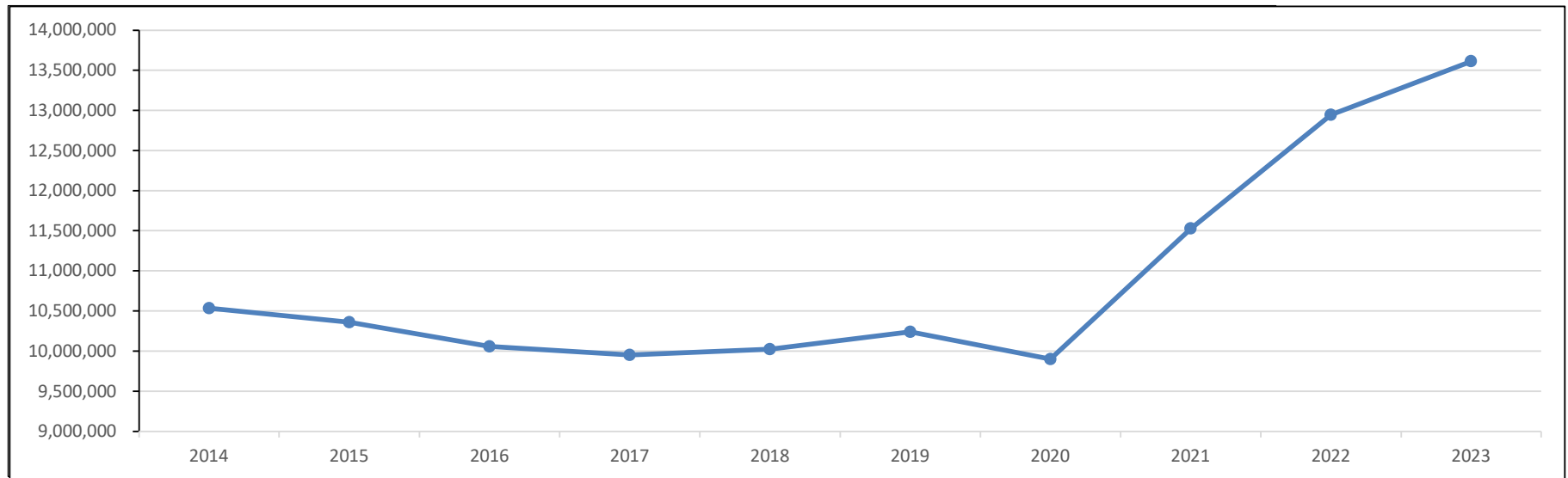
MONTH	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2022 Year in Play	2023
JANUARY	938,684	963,009	946,811	902,833	882,653	984,872	984,354	936,318	1,033,684	1,168,660
FEBRUARY	914,587	941,678	904,631	899,838	917,921	935,303	955,006	882,140	1,075,306	1,127,485
MARCH	1,106,071	1,120,789	1,119,498	1,107,270	1,088,364	1,093,971	1,112,877	1,115,773	1,269,776	1,358,660
APRIL	825,291	857,417	824,458	789,769	840,607	801,923	850,408	909,469	938,656	1,004,361
MAY	868,465	877,404	867,538	837,972	819,180	845,440	849,934	864,919	913,545	977,493
JUNE	974,156	978,888	940,736	957,693	978,292	975,295	909,787	1,179,406	1,149,425	1,229,885
JULY	935,127	944,686	887,325	906,452	942,693	968,093	858,962	1,082,746	1,135,529	1,215,016
AUGUST	1,028,409	992,900	943,818	935,012	1,010,708	1,011,477	945,270	1,201,374	1,182,257	1,251,908
SEPTEMBER	979,712	1,006,626	994,684	953,644	978,357	930,277	972,693	1,113,247	1,207,478	1,278,894
OCTOBER	981,740	991,641	933,239	891,372	943,494	979,187	974,990	1,069,252	1,042,274	1,166,981
NOVEMBER	961,614	1,003,087	962,595	934,414	991,142	967,297	940,548	1,087,116	1,178,594	1,186,478
DECEMBER	969,684	976,633	916,175	935,863	935,419	930,430	967,339	1,058,332	1,166,847	1,141,958
TOTALS	11,483,540	11,654,760	11,241,506	11,052,132	11,328,832	11,423,564	11,322,169	12,500,091	13,293,370	14,107,778
								Year in Play Budget	14,061,840	



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

LOCAL SALES TAX

MONTH	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2022 Year in Play	2023	
JANUARY	887,481	889,089	848,993	818,066	807,770	892,334	880,608	840,697	1,006,392	1,157,380	A
FEBRUARY	862,759	863,243	833,995	838,995	837,288	864,722	856,677	781,469	1,041,267	1,134,252	A
MARCH	1,022,997	1,000,115	1,036,321	995,383	959,353	963,236	960,429	992,288	1,201,515	1,285,621	B
APRIL	739,227	739,805	703,472	702,734	712,309	698,869	734,157	813,655	858,286	918,366	B
MAY	779,506	764,685	744,767	729,878	716,975	739,341	727,854	776,379	858,911	919,035	B
JUNE	865,335	832,374	840,488	855,602	852,317	858,115	765,429	1,102,858	1,112,269	1,190,128	B
JULY	864,489	833,551	791,839	814,658	807,532	860,421	735,614	1,046,496	1,094,284	1,170,884	B
AUGUST	957,423	906,467	867,107	877,154	909,719	920,833	834,535	1,045,456	1,170,493	1,237,394	B
SEPTEMBER	916,077	911,765	904,129	852,928	890,655	873,345	873,669	1,046,584	1,169,467	1,236,189	B
OCTOBER	882,079	875,986	822,711	779,788	836,215	868,200	865,615	1,013,580	1,099,159	1,106,221	B
NOVEMBER	884,609	882,605	854,078	835,747	866,834	875,836	819,660	1,048,702	1,201,140	1,144,553	B
DECEMBER	872,277	860,119	810,233	849,336	827,137	824,656	845,741	1,018,861	1,130,587	1,111,984	B
TOTALS	10,534,258	10,359,805	10,058,133	9,950,270	10,024,104	10,239,908	9,899,988	11,527,023	12,943,770	13,612,008	
								Year in Play Budget		13,501,160	

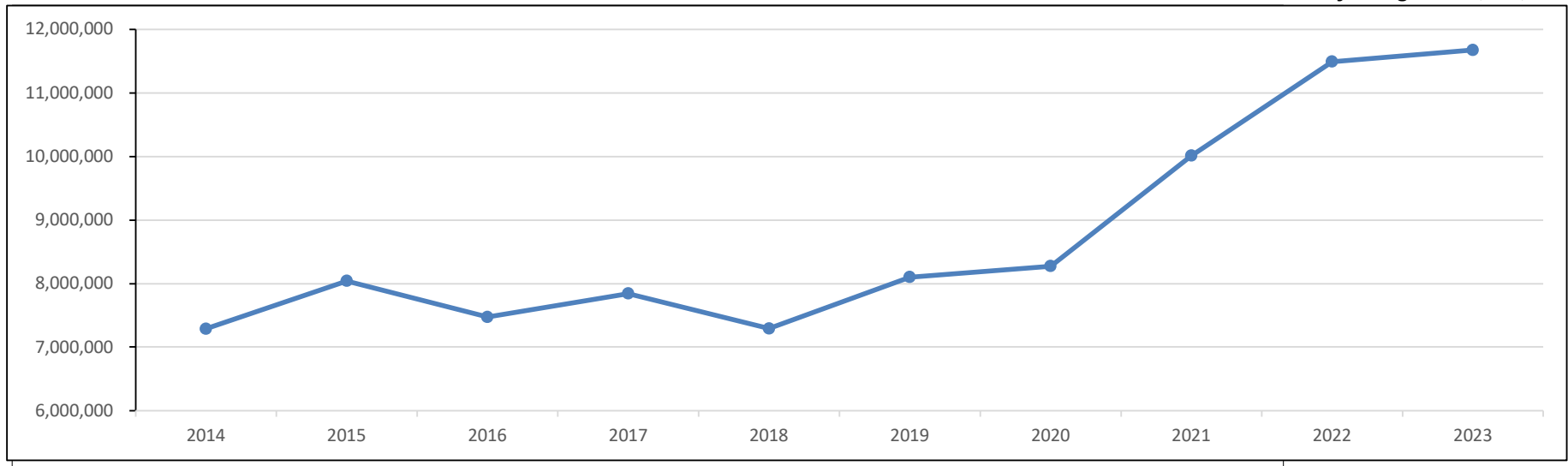


Schedule presents total State Sales Tax Revenue - revenue is recorded in General, Southeast TIF, Eastgate TIF, Pines TIF and Grand/Oakland TIF funds w/ TIF agreements

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

STATE INCOME TAX

MONTH	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2022 Year in Play	2023
JANUARY	850,845	852,700	912,628	851,716	578,461	631,574	696,621	807,110	960,878	1,049,580
FEBRUARY	-	-	-	-	837,319	759,834	717,710	853,298	1,198,126	1,037,782
MARCH	699,395	620,094	751,474	1,411,585	420,941	457,518	533,688	588,089	519,319	550,478
APRIL	742,236	925,184	822,346	-	646,373	734,870	783,855	937,702	1,109,452	1,176,019
MAY	423,934	403,609	476,082	396,235	1,044,019	1,528,635	767,466	1,280,911	2,238,522	2,372,834
JUNE	741,339	824,784	1,774,951	764,129	482,298	477,387	475,376	1,123,868	657,580	697,034
JULY	1,150,541	1,364,531	-	1,547,903	652,113	713,920	754,878	1,008,212	1,110,107	1,176,713
AUGUST	428,542	566,667	496,310	698,009	478,694	511,760	1,032,080	566,126	571,768	606,074
SEPTEMBER	709,251	1,263,519	1,120,799	727,037	467,186	452,932	584,790	597,861	621,357	658,638
OCTOBER	818,347	-	-	599,068	726,093	808,115	846,827	1,086,453	1,137,578	1,134,366
NOVEMBER	-	441,918	450,551	450,852	522,953	527,420	572,208	622,816	720,354	650,282
DECEMBER	721,926	776,691	665,793	396,923	433,456	498,389	506,596	539,685	646,330	563,485
13 ct-2 mo delay 12 ct-2 mo delay 12 ct-2 mo delay 12 ct-2 mo delay 14 ct-no delay										
TOTALS	7,286,357	8,039,696	7,470,934	7,843,458	7,289,905	8,102,353	8,272,095	10,012,130	11,491,369	11,673,284
Year in Play Budget										11,874,000

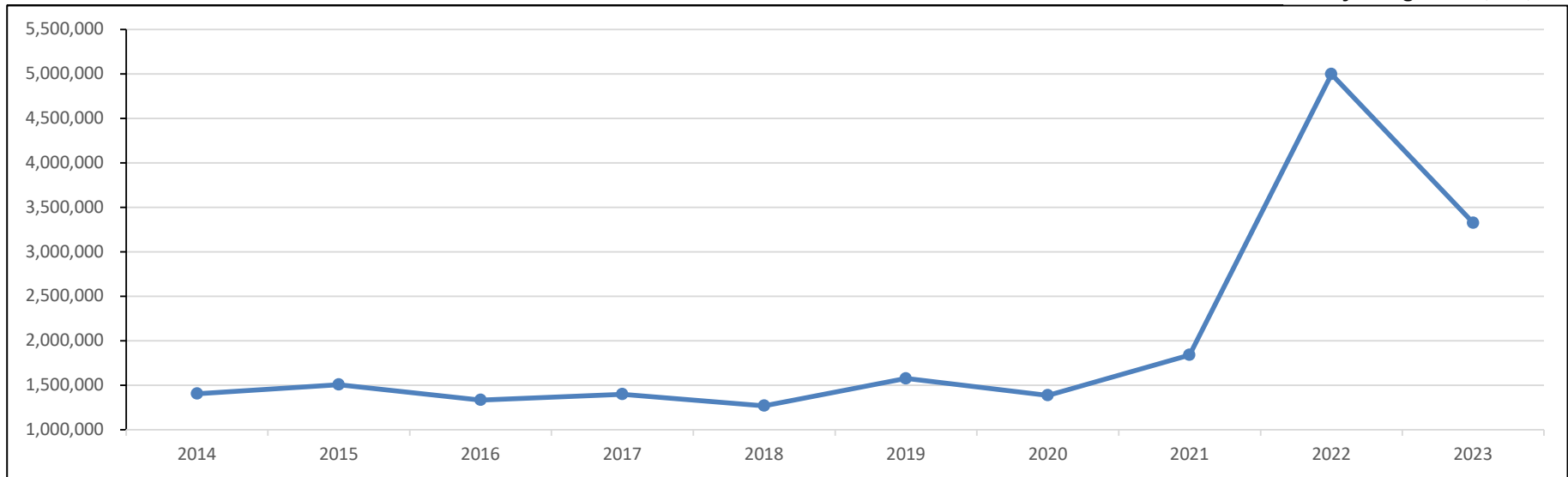


Schedule presents State LGDF distribution

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

PERSONAL PROPERTY REPLACEMENT TAX

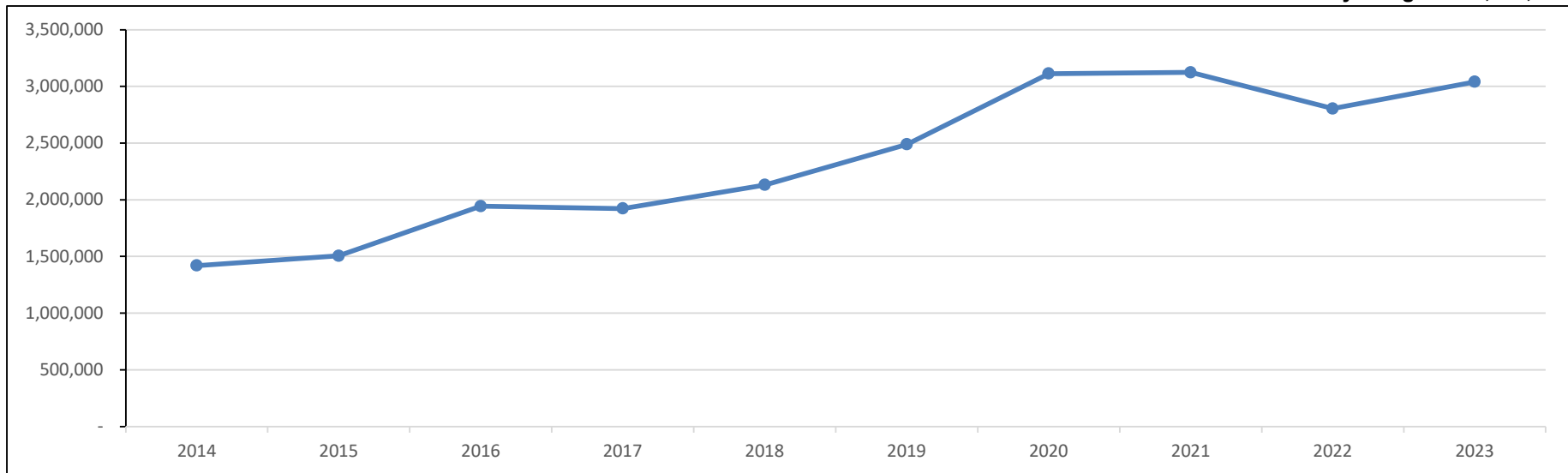
MONTH	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2022 Year in Play	2023	
JANUARY	233,315	202,878	195,051	217,463	143,616	153,006	226,930	238,599	489,253	699,404	A
FEBRUARY	2,024	717	-	-	-	-	-	-	-	-	A
MARCH	80,778	70,137	83,788	147,880	132,622	67,368	45,114	86,205	654,576	420,119	B
APRIL	309,261	364,335	271,921	352,780	260,085	301,619	311,508	402,800	743,040	471,355	B
MAY	227,806	293,618	219,695	227,189	269,213	365,884	199,155	519,099	997,471	633,252	B
JUNE	-	2,501	12,343	-	-	3,173	-	-	3,546	2,914	B
JULY	229,514	238,695	239,680	239,384	206,222	217,352	206,917	378,262	718,801	420,189	B
AUGUST	24,688	32,169	27,902	10,712	20,842	26,075	152,903	48,103	82,065	52,114	B
SEPTEMBER	6,877	2,356	4,554	-	-	-	-	26,897	21,828	-	B
OCTOBER	227,489	239,950	218,004	160,071	190,221	376,967	193,839	2,246	968,179	517,870	B
NOVEMBER	-	-	1,876	-	-	1,332	-	6,015	-	-	B
DECEMBER	63,058	58,604	58,514	42,179	46,033	62,824	50,168	131,241	317,059	107,842	B
TOTALS	1,404,809	1,505,959	1,333,328	1,397,658	1,268,855	1,575,600	1,386,533	1,839,468	4,995,818	3,325,058	
								Year in Play Budget		2,908,000	



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

LOCAL USE TAX

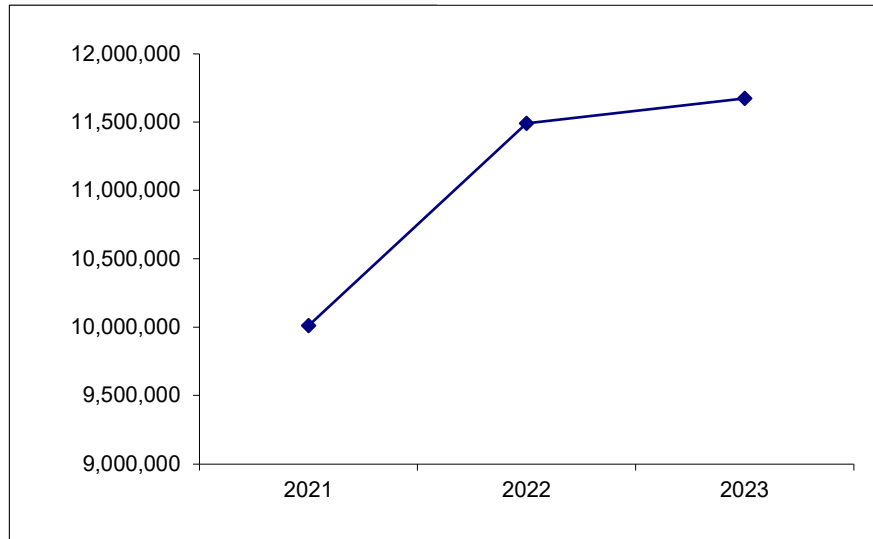
MONTH	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2022 Year in Play	2023	
JANUARY	115,740	136,569	295,435	159,854	166,257	205,607	244,618	301,148	215,409	253,475	A
FEBRUARY	108,961	129,837	146,086	155,199	192,590	227,498	229,171	320,911	253,062	267,197	A
MARCH	171,437	196,801	208,903	241,170	243,593	275,101	314,455	452,845	320,769	343,223	B
APRIL	90,904	69,628	128,350	139,319	145,000	159,583	217,745	222,022	212,726	227,617	B
MAY	89,241	135,902	130,832	131,114	149,116	183,842	189,224	197,971	205,377	219,754	B
JUNE	117,824	143,287	153,738	170,503	180,080	208,996	240,704	253,092	240,875	257,736	B
JULY	108,621	140,649	149,743	146,418	157,169	197,817	254,820	229,947	192,903	206,406	B
AUGUST	115,406	133,971	145,710	147,521	171,381	198,672	283,392	211,651	219,932	235,327	B
SEPTEMBER	128,816	-	164,340	156,033	183,541	201,970	286,103	241,230	248,103	265,470	B
OCTOBER	109,843	-	130,791	149,381	178,049	207,636	289,306	224,653	216,541	247,590	B
NOVEMBER	118,956	-	142,584	158,864	169,331	198,926	275,488	237,138	224,900	261,350	B
DECEMBER	144,341	419,237	146,571	167,420	194,248	222,795	287,411	231,030	252,890	254,619	B
TOTALS	1,420,091	1,505,880	1,943,083	1,922,796	2,130,355	2,488,443	3,112,435	3,123,637	2,803,488	3,039,765	
								Year in Play Budget		3,020,000	



Schedule presents State distribution of Use Tax.

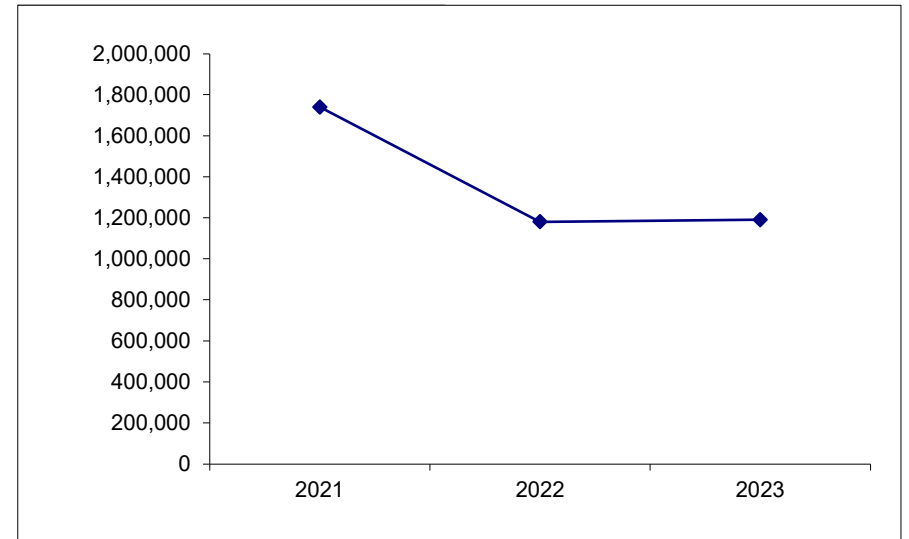
STATE INCOME TAX LGDF DISTRIBUTION

MONTH	2021 Actual	2022 Actual	2023 Year in Play	
JANUARY	807,110	960,878	1,049,580	A
FEBRUARY	853,298	1,198,126	1,037,782	A
MARCH	588,089	519,319	550,478	B
APRIL	937,702	1,109,452	1,176,019	B
MAY	1,280,911	2,238,522	2,372,834	B
JUNE	1,123,868	657,580	697,034	B
JULY	1,008,212	1,110,107	1,176,713	B
AUGUST	566,126	571,768	606,074	B
SEPTEMBER	597,861	621,357	658,638	B
OCTOBER	1,086,453	1,137,578	1,134,366	B
NOVEMBER	622,816	720,354	650,282	B
DECEMBER	539,685	646,330	563,485	B
TOTALS	10,012,130	11,491,369	11,673,284	
		Current Budget	13,334,000	
		Projected Amt Over (Under)	(1,660,716)	



LOCAL TELEPHONE UTILITY TAX

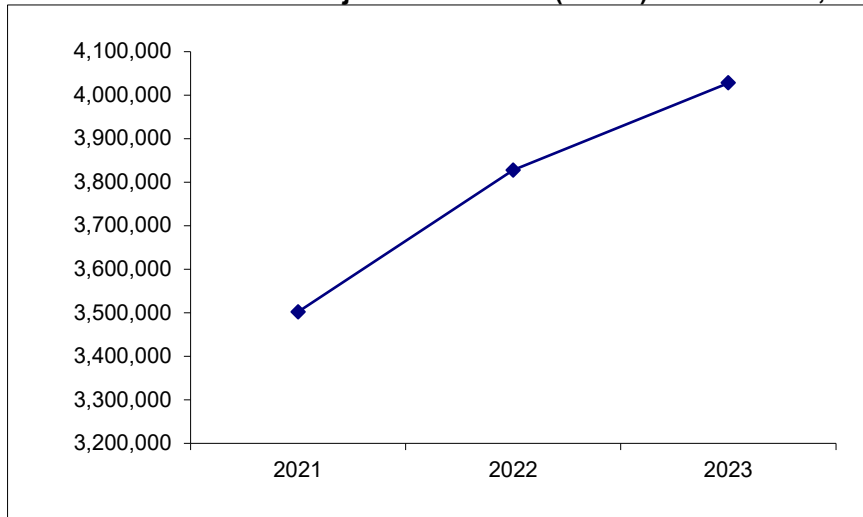
MONTH	2021 Actual	2022 Actual	2023 Year in Play	
JANUARY	585,430	99,599	100,718	A
FEBRUARY	105,214	94,273	101,222	A
MARCH	97,810	97,801	97,801	B
APRIL	91,598	95,983	95,983	B
MAY	97,948	94,162	94,162	B
JUNE	129,008	97,606	97,606	B
JULY	101,474	95,378	95,378	B
AUGUST	111,428	98,967	105,857	B
SEPTEMBER	108,598	87,617	103,168	B
OCTOBER	103,735	116,632	98,548	B
NOVEMBER	105,524	99,450	100,248	B
DECEMBER	102,715	103,560	100,000	B
TOTALS	1,740,483	1,181,029	1,190,692	
		Current Budget	1,183,000	
		Projected Amt Over (Under)	7,692	



Projected Revenues

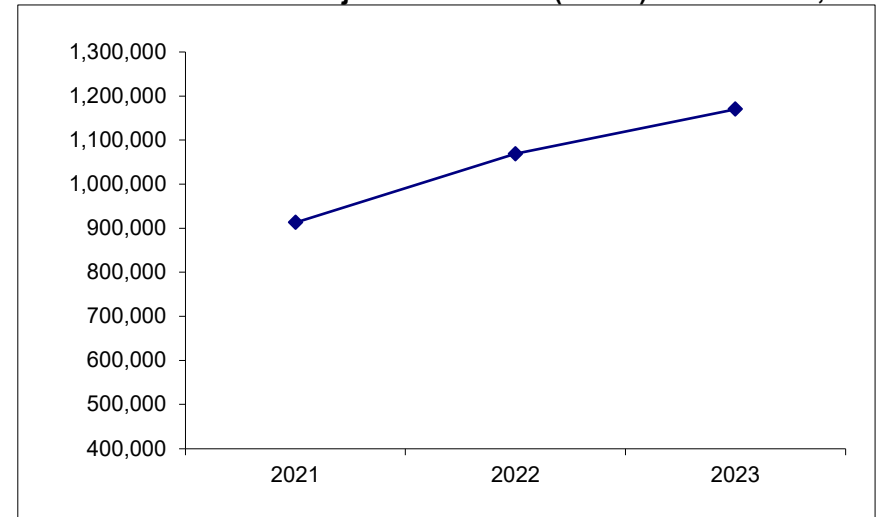
LOCAL FOOD & BEVERAGE TAX

MONTH	2021 Actual	2022 Actual	2023 Year in Play	
JANUARY	259,733	325,939	349,168	A
FEBRUARY	237,003	268,346	310,308	A
MARCH	251,710	254,687	272,515	B
APRIL	316,741	328,645	351,650	B
MAY	302,025	320,770	343,224	B
JUNE	314,701	345,385	369,562	B
JULY	295,357	338,253	361,931	B
AUGUST	307,177	344,233	368,330	B
SEPTEMBER	345,458	318,028	340,290	B
OCTOBER	112,289	326,439	123,753	B
NOVEMBER	460,845	323,232	507,897	B
DECEMBER	299,194	333,647	329,742	B
TOTALS	3,502,233	3,827,604	4,028,371	
		Current Budget	3,997,000	
		Projected Amt Over (Under)	31,371	



LOCAL HOTEL & MOTEL TAX

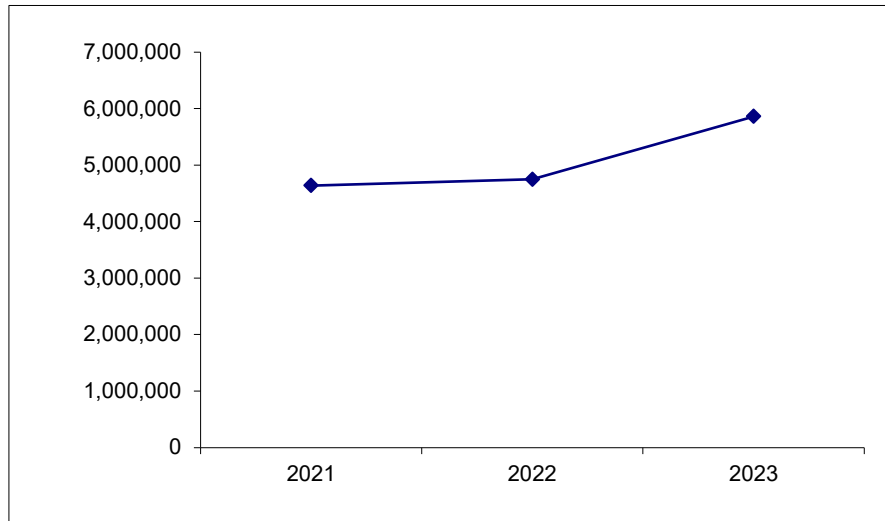
MONTH	2021 Actual	2022 Actual	2023 Year in Play	
JANUARY	45,696	62,215	71,531	A
FEBRUARY	38,938	70,247	89,816	A
MARCH	46,068	65,323	70,353	B
APRIL	61,645	76,916	82,838	B
MAY	64,188	76,544	82,438	B
JUNE	80,612	95,446	102,795	B
JULY	82,463	104,261	112,289	B
AUGUST	96,057	91,208	108,626	B
SEPTEMBER	132,160	114,943	149,453	B
OCTOBER	39,548	101,643	44,723	B
NOVEMBER	147,855	120,882	167,202	B
DECEMBER	78,023	89,647	88,233	B
TOTALS	913,254	1,069,274	1,170,297	
		Current Budget	1,152,000	
		Projected Amt Over (Under)	18,297	



Projected Revenues

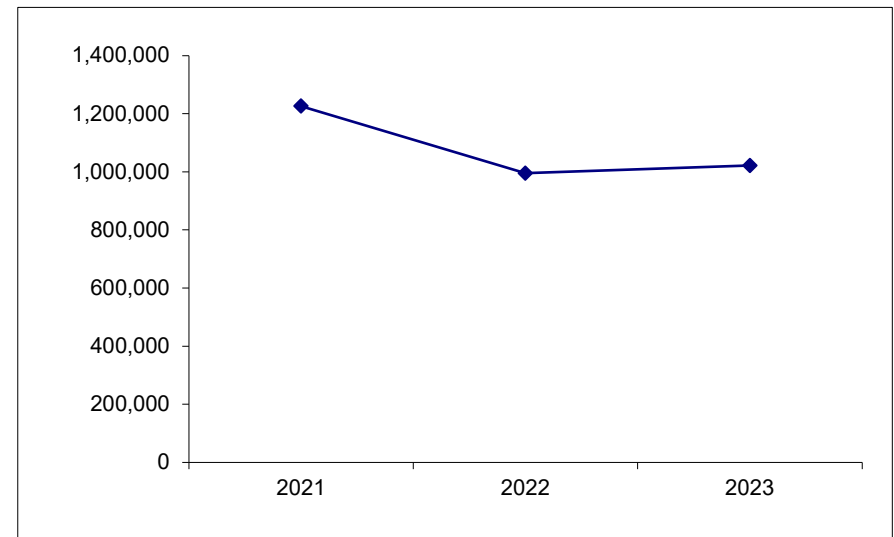
LOCAL UTILITY TAX (GAS & ELECTRIC)

MONTH	2021 Actual	2022 Actual	2023 Year in Play	
JANUARY	387,338	451,232	494,772	A
FEBRUARY	-	-	511,814	A
MARCH	964,355	1,170,976	1,248,260	B
APRIL	406,775	453,756	483,704	B
MAY	369,203	376,488	401,337	B
JUNE	348,848	327,903	349,545	B
JULY	338,442	311,731	332,305	B
AUGUST	338,344	323,917	378,708	B
SEPTEMBER	375,057	323,685	419,802	B
OCTOBER	372,509	316,968	416,949	B
NOVEMBER	324,568	318,048	363,289	B
DECEMBER	413,270	375,073	462,573	B
TOTALS	4,638,709	4,749,776	5,863,057	
		Current Budget	5,337,000	
		Projected Amt Over (Under)	526,057	



LOCAL CABLE TV TAX

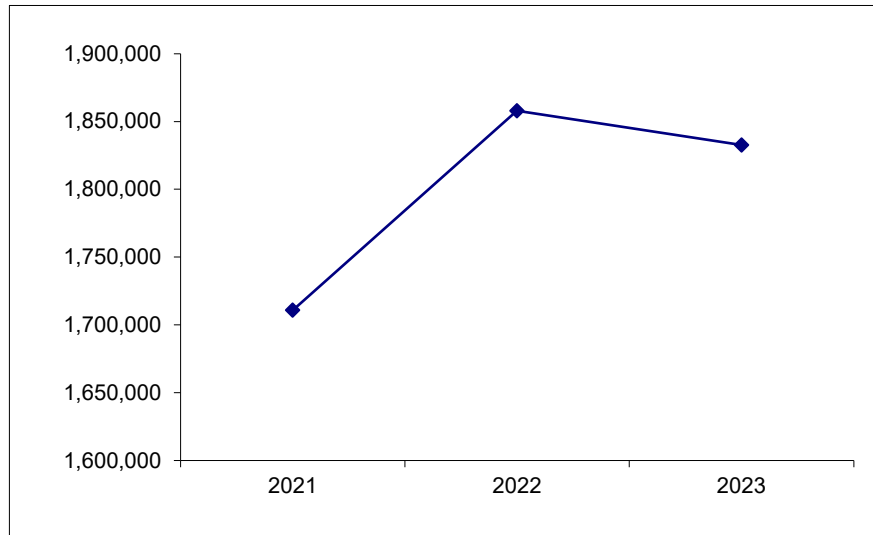
MONTH	2021 Actual	2022 Actual	2023 Year in Play	
JANUARY	115,677	13,687	11,674	A
FEBRUARY	248,600	235,066	228,468	A
MARCH	-	-	-	B
APRIL	14,722	12,982	13,176	B
MAY	238,382	245,500	249,182	B
JUNE	-	-	-	B
JULY	-	-	-	B
AUGUST	252,130	254,979	258,471	B
SEPTEMBER	-	-	-	B
OCTOBER	-	-	-	B
NOVEMBER	254,330	233,712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



Projected Revenues

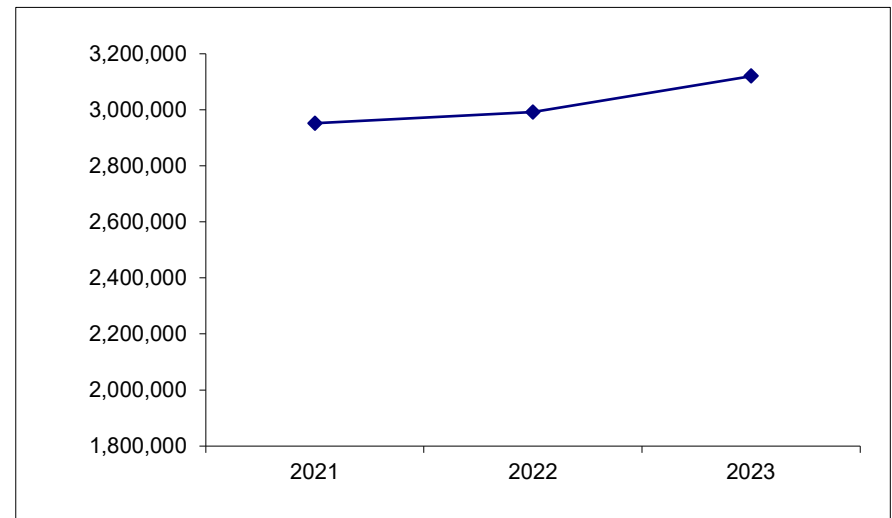
LOCAL MOTOR FUEL TAX

MONTH	2021 Actual	2022 Actual	2023 Year in Play	
JANUARY	137,973	155,334	154,093	A
FEBRUARY	116,174	146,251	142,970	A
MARCH	137,669	125,153	126,405	B
APRIL	141,621	142,456	143,881	B
MAY	143,395	147,235	148,707	B
JUNE	146,898	162,643	164,270	B
JULY	145,659	164,199	165,841	B
AUGUST	150,514	166,136	167,797	B
SEPTEMBER	151,331	173,019	174,749	B
OCTOBER	52,940	162,198	53,469	B
NOVEMBER	239,007	162,085	241,397	B
DECEMBER	147,717	151,229	149,194	B
TOTALS	1,710,898	1,857,939	1,832,775	
		Current Budget	1,840,000	
		Projected Amt Over (Under)	(7,225)	



STATE MOTOR FUEL TAX

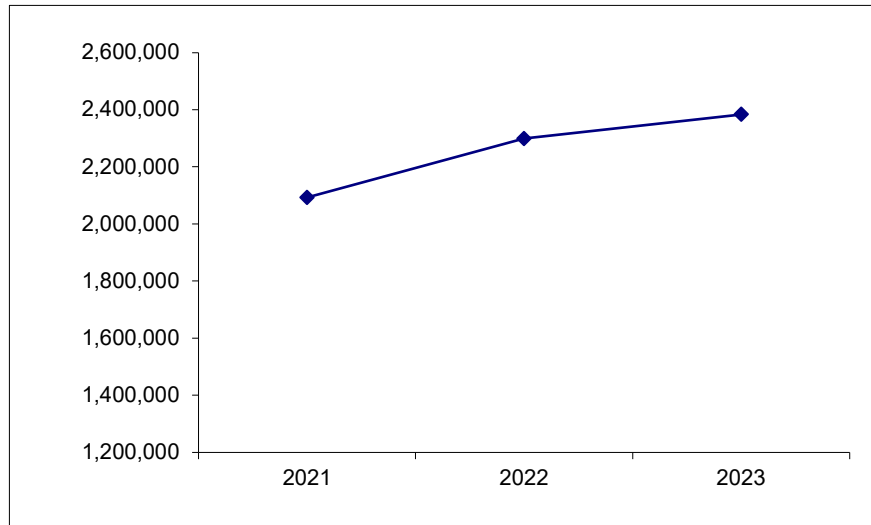
MONTH	2021 Actual	2022 Actual	2023 Year in Play	
JANUARY	252,696	283,072	275,250	A
FEBRUARY	220,266	258,944	220,663	A
MARCH	208,011	178,756	187,694	B
APRIL	215,526	253,405	266,076	B
MAY	250,786	255,437	268,209	B
JUNE	248,729	256,227	269,038	B
JULY	255,517	265,264	278,527	B
AUGUST	253,309	259,754	271,901	B
SEPTEMBER	274,663	249,395	261,864	B
OCTOBER	263,188	252,007	264,606	B
NOVEMBER	242,427	239,391	276,348	B
DECEMBER	267,134	240,655	280,491	B
TOTALS	2,952,253	2,992,307	3,120,667	
		Current Budget	3,194,000	
		Projected Amt Over (Under)	(73,333)	



Projected Revenues

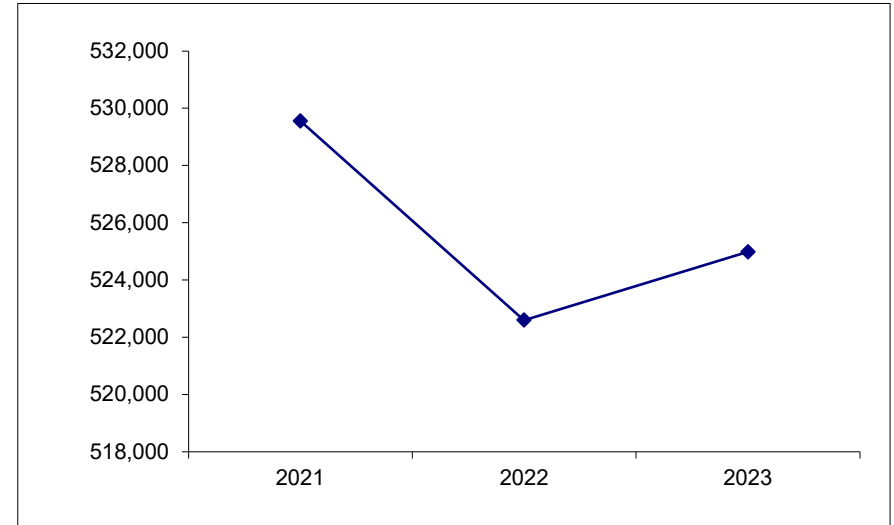
STATE VIDEO GAMING TAX

MONTH	2021 Actual	2022 Actual	2023 Year in Play	
JANUARY	85,531	186,950	187,712	A
FEBRUARY	-	194,055	194,632	A
MARCH	85,407	165,854	167,512	B
APRIL	176,056	170,074	171,774	B
MAY	257,275	230,570	232,876	B
JUNE	244,343	217,794	219,972	B
JULY	223,954	197,376	199,349	B
AUGUST	208,113	183,024	202,000	B
SEPTEMBER	217,309	190,168	202,000	B
OCTOBER	203,717	182,080	202,000	B
NOVEMBER	196,248	191,184	202,000	B
DECEMBER	194,733	189,255	202,000	B
TOTALS	2,092,686	2,298,383	2,383,828	
		Current Budget	2,386,000	
		Projected Amt Over (Under)	(2,172)	



LOCAL LIQUOR LICENSE FEE

MONTH	2021 Actual	2022 Actual	2023 Year in Play	
JANUARY	3,989	-	-	A
FEBRUARY	-	6,010	250	A
MARCH	2,459	702	702	B
APRIL	2,018	-	-	B
MAY	194,556	288,825	288,825	B
JUNE	312,435	217,825	217,825	B
JULY	-	3,280	3,280	B
AUGUST	6,600	200	6,600	B
SEPTEMBER	3,593	600	3,593	B
OCTOBER	100	150	100	B
NOVEMBER	-	3,093	-	B
DECEMBER	3,807	1,914	3,807	B
TOTALS	529,556	522,599	524,982	
		Current Budget	531,000	
		Projected Amt Over (Under)	(6,018)	



City Clerk

DATE: 3/13/2023

MEMO:

TO: Julie Moore Wolfe, Mayor
City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Resolution Authorizing a Redevelopment Agreement Concerning Property at Martin Luther King Drive and Sangamon Streets to Facilitate Investment and New Job Creation

ATTACHMENTS:

Description	Type
Memo-Redvelopment Agreement	Cover Memo
Resolution	Resolution Letter

March 16, 2023

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

FROM: Scot Wrighton, City Manager

RE: Redevelopment Agreement for Property at North Martin Luther King, Jr. Drive and East Sangamon Street

Since the closure of the Prairie Farms Ice Cream plant on North Martin Luther King, Jr. Dr., the City and the Economic Development Corporation have been working together to locate another ice cream manufacturer into this facility. We are pleased to announce that after months of negotiations, we have secured commitments from an out-of-state company who has already purchased the former Prairie Farms plant, is making plans to retrofit the facility, acquire adjacent property for future expansion, invest nearly \$50 million in the site, and bring new manufacturing jobs to Decatur.

The name of the ice cream manufacturer will be announced on Monday, along with extensive background on the company and its plans for Decatur. Company representatives also plan to meet with local media on Monday. Under the terms of the proposed redevelopment agreement, the city of Decatur will assist the company in clearing antiquated structures from adjacent parcels, generally help in clearing and cleaning their campus site, and provide other assistance as they develop their first Illinois plant. Approval of the proposed redevelopment agreement not only advances the city's economic development objectives, but it also assists in neighborhood revitalization by beautifying and eventually cleaning-up an existing eyesore location in the Near North/Wabash neighborhood.

After a brief presentation and Q&A from the company on Monday night, it is recommended that the redevelopment agreement be adopted.

RESOLUTION NO. R2023 _____

**RESOLUTION AUTHORIZING REDEVELOPMENT AGREEMENT
FOR FORMER PRAIRIE FARMS PROPERTY
-CITY OF DECATUR-**

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

Section 1. That the Agreement presented to the Council herewith, be, and the same is hereby, received, placed on file, and approved.

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

PRESENTED AND ADOPTED this 20th day of March, 2023.

JULIE MOORE WOLFE
MAYOR

ATTEST:

KIM ALTHOFF
CITY CLERK

**CITY OF DECATUR/TILLAMOOK ILLINOIS, LLC
DEVELOPMENT AGREEMENT**

THIS CITY OF DECATUR/TILLAMOOK ILLINOIS, LLC DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of the ____ day of _____, 2023, by and between the City of Decatur, Illinois, an Illinois home rule municipal corporation, (hereinafter referred to as the "City") and Tillamook Illinois, LLC, an Oregon limited liability company with primary location in Tillamook, Oregon, U.S.A. (hereinafter referred to as the "Developer").

RECITALS

WHEREAS, the City is a home rule unit of government, pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, and as such has the authority to promote health, safety and welfare, including to prevent the spread of blight and deterioration and inadequate facilities by promoting the development of and private investment in industry, business and housing and enhancing the marketability of the Development Area (as defined herein) and is authorized and empowered to enter into economic incentive agreements pertaining to its government and affairs, including the economic development of the City and the expansion of its tax base thereby reducing unemployment; and,

WHEREAS, the Developer wishes to substantially develop and improve a portion of property Developer owns located in the Development Area for the Project (as defined herein) for use of the same as an ice cream production and regional distribution facility, thereby contributing to the economic development of the City, increasing the tax base thereby reducing unemployment and creating or retaining job opportunities within the City and serving to further and maintain the development of adjacent areas, and the City is willing to enter into a redevelopment agreement with the Developer to assure that said development and improvements occur; and,

WHEREAS, there exists certain property located in the Development Area and owned by Developer that is currently undeveloped and has been for a period in excess of one (1) year; and,

WHEREAS, the Developer has requested that the City provide an incentive to Developer by assisting in the demolition of a structure(s) in the Development Area, located at 805 N. Morgan, Decatur, Illinois owned by Developer and necessary for the Project; and,

WHEREAS, without the incentive and assistance of the City as set forth in this Agreement, the Developer would not undertake the Project and the Project would not be possible; and,

WHEREAS, the cost of the Project (including land acquisition, soft costs and ongoing improvements) is estimated to be no less than \$50,000,000 Dollars; and,

WHEREAS, the Project is projected to employ approximately 45 full time persons; and,

WHEREAS, the City has determined that the Project requires the incentive requested and that the Project will promote the health, safety and welfare of the City and its citizens, strengthen the commercial sector of the City by attracting private investment to prevent blight and deterioration, enhance the tax base of the City and provide employment and generally to enhance the economy of the City and is made and entered into in the best interest of the City.

NOW THEREFORE, in consideration of the promises and mutual covenants and obligations of the parties contained herein, and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

ARTICLE I: DEFINITIONS

"Applicable Law" means all laws, statutes, acts, ordinances, rules, regulations, permits, licenses, authorizations, directives, orders and requirements of all governmental authorities having jurisdiction, that now or hereafter during the term of this Agreement may be applicable to the City, the Developer, and/or the Project, and the design, improvement, maintenance, use and operation thereof, including those relating to employees, zoning, building, health, safety, hazardous materials, and accessibility of public facilities.

"Project" means the design, renovation, improvement, and opening of a manufacturing facility and, at Developer's option, a regional distribution facility to be constructed, owned and operated by the Developer, each within the Development Area.

"Public Investment" means the costs actually incurred by the City for demolition costs for the Project as set forth in Article IV of this Agreement.

"Development Area" means the properties and parcels owned by Developer or an affiliate of Developer in Decatur, IL in the area generally located in and described as north of East Wabash, east of N. Martin Luther King Jr. Dr., south of E. Marietta St., and west of the CN Railroad tracks, subject to change in accordance with Section 3.3 below.

"Substantial Completion or Substantially Complete" means complete renovation of the shell and core, with finished interiors of common areas to the point of qualification for the issuance of certificates of occupancy pursuant to codes of the City, except for minor and ancillary alterations or additional work (including, without limitation, typical punch list items), and shall include complete construction of the shell and core with respect to any new structures erected by Developer as part of the Project, it being understood that, notwithstanding anything to the contrary in this Agreement, Developer's initial plan for the Project is limited to the improvement and renovation of structures existing in the Development Area as of the date of this Agreement.

ARTICLE II: DEVELOPMENT OF THE PROJECT

2.1 Development of the Project.

The Developer will utilize its best efforts to develop the Project in a manner that is compatible with this Agreement and Applicable Law.

2.2 Commencement and Completion Requirements.

2.2.1 Completion.

The Developer shall Substantially Complete the Project within three (3) years from the date of this Agreement or other mutually agreeable date.

2.2.3 Delay – rendezvous clause.

Where the Developer would not be able to meet the above Commencement and Completion Requirements, both Parties agree to discuss and try to reach, in good faith and amicably, an agreement to postpone such Commencement and/or Completion Requirements.

2.3 Certificate of Completion.

Promptly after Substantial Completion of the Project or any phase thereof and upon request of the Developer, the City will execute, and deliver to the Developer a certificate of completion. Said instrument of certification by the City shall be (and it shall be so provided

in the certification itself) a conclusive determination of satisfaction with respect to the obligations of the Developer and its successors and assigns that the Project has been Substantially Complete in accordance with the provisions of this Agreement.

2.4 Quality of Construction and Conformance to Federal, State and Local Requirements.

All work with respect to the Project, including demolition, shall conform to Applicable Law including, but not limited to, design standards, environmental codes, life safety codes and prevailing wage laws. The Developer shall cause the Project to be commenced and to be prosecuted with due diligence and in good faith in accordance with the terms of this Agreement, and without undue delay and shall cause the Project to be performed in a good and workmanlike manner in accordance with the approved plans for the Project.

2.5 Rights of Inspection.

During improvement of the Project, the City or its designee shall have the right at any time and from time to time to enter upon the Project for the purposes of inspection upon reasonable prior notice to Developer. In no event will City's exercise of its inspection rights unreasonably interfere with Developer's completion of the Project.

2.6 Enterprise Zone and Related Benefits.

Developer shall apply for Enterprise Zone benefits through the Economic Development Corporation of Decatur and Macon County seeking property tax abatement on the incremental increase in property taxes generated by the Project and a waiver of State and local sales taxes on the purchase of those eligible materials used in the Project as permitted by Applicable Law. Further, Developer may apply for any other available local, State or Federal tax incentives in connection with the Project including, without limitation, New Markets Tax Credit.

ARTICLE III: CITY Obligations

3.1 Public Investment.

The City shall provide the Public Investment pursuant to Article IV below.

3.2 Zoning.

It is contemplated by the City and the Developer that the Project shall have a zoning classification which will permit the use of the Project as intended by this Agreement. City will use reasonable efforts, in accordance with Applicable Laws, to assist Developer in

connection with any required re-zoning or variances to permit the improvement, renovation and operation of the Project, and will provide timely review and comment of permit applications for the Project.

3.3 Additional Parcels.

It is contemplated by the City and the Developer that the Developer will attempt to acquire additional parcels adjacent to the Development Area (the "Additional Parcels"). The City will use commercially reasonable efforts to (i) assist in Developer's efforts to obtain the Additional Parcels, including, without limitation, facilitating communications between Developer and the owners of such Additional Parcels, and (ii) beautify other parcels adjacent to the Development Area to enhance the aesthetic quality of the Project and the Development Area. If Developer acquires title to any Additional Parcels, such Additional Parcels will be considered part of the Development Area for all purposes under this Agreement. City may, but will not be required, to expend additional funds in furtherance of its efforts under this Section 3.3.

ARTICLE IV: PUBLIC INVESTMENT

4.1 Public Investment.

The City will provide assistance for the demolition of the structure(s) located at 805 N. Morgan St., Decatur, IL (the "Structure") through reimbursement to Developer for the reasonable and actual incurred cost of demolition of the Structure or, in the alternative, the actual demolition of the Structure by the City. The obligation of the City for this public investment shall terminate and cease to be an obligation of the City if Developer has not demolished the Structure and requested reimbursement from the City within twenty-four (24) months of the date of this Agreement or, in the alternative, has not, within twenty-four (24) months of the date of this Agreement, requested the City to demolish the structure.

4.2 Reimbursement Conditions.

The obligation for the reimbursement to Developer for expenses described in Section 4.1 above as part of the Project shall not be incurred until the final inspection and approval of the demolition by the City. Following final inspection and approval of the demolition by the City and upon proof of payment of the demolition costs by Developer, City shall reimburse Developer within sixty (60) days of request by Developer to City for such reimbursement.

4.3 Demolition by City.

In the alternative to reimbursement of demolition costs incurred by Developer as set forth in Section 4.2 above, upon substantial completion of the Project by Developer and upon written request to the City, the City shall cause the demolition of the structure(s) located at 805 N. Morgan.

4.4 Public Infrastructure.

The City will assist Developer with necessary and required public rights of way vacations for approved expansions of the Project in the Development Area so long as the vacations do not impact required public access.

4.5 Energy Related Assistance.

The City will assist Developer in seeking and developing energy efficiencies and energy related tax advantages where available.

ARTICLE V: DEVELOPER COVENANTS AND RESTRICTIONS

5.1 Project Subject to Development Agreement.

The Developer agrees to comply with the terms and conditions of this Agreement and to use its best efforts to construct the Project subject to the terms, covenants, building and use restrictions, and other conditions in this Agreement.

5.2 Non-discrimination.

The Developer shall not discriminate in violation of any Applicable Laws or regulations upon the basis of race, color, religion, sex, age, or national origin or other applicable factors in the sale, lease or rental, or in the use or occupancy of the Project or any part thereof.

5.3 Property Taxes.

Developer acknowledges that the City in executing this Agreement has relied upon its reasonable expectation that the renovation, improvement and operation of the Project will increase the amount of real property taxes with respect to the Project and the Development Area.

ARTICLE VI: INDEMNIFICATION

6.1 Developer Indemnification of the City.

So long as the Developer maintains a direct interest in the Project or Development Area or any part thereof (excluding, for example, an interest therein solely as a creditor or mortgagee) and notwithstanding anything to the contrary in this Agreement, the Developer agrees to indemnify, defend and save the City, its officers, employees, Council members, Mayor, agents and representatives and each of their successors and assigns harmless from and against any and all claims, liabilities, demands, suits, administrative proceedings, causes of action, costs, damages (excluding consequential, punitive, special and similar

type damages), personal injuries and property damages, losses, attorney's fees and costs of litigation and other expenses, both known and unknown, present and future, at law or in equity by or on behalf of any person, firm or corporation arising from (i) the Developer's operation or management of the Project, or from any work or thing done by the Developer in the Development Area, or any work or activity of the Developer connected to the construction of the Project; (ii) any breach or default on the part of the Developer in the performance of any of its obligations, terms, conditions, representations or warranties under or in respect of this Agreement; (iii) any act of negligence or willful or wanton misconduct of the Developer or any of its agents, contractors, servants or employees related to the construction or operation of the Project; (iv) any violation by the Developer of any easements, conditions, restrictions, building regulations, zoning ordinances, environmental regulations or land use regulations affecting the Development Area or the Project; (v) any violation of Applicable Law related to the Project, or (vi) any violation by the Developer of state or federal securities law in connection with the offer and sale of interests in the Developer, its affiliates or any part of the Project. Subject to the foregoing, the Developer agrees to indemnify and save the City harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon. In case any such claim shall be made or action brought based upon any such claim in respect of which indemnity may be sought against the Developer, upon receipt of notice in writing from the City setting forth the particulars of such claim or action, the Developer shall assume the defense thereof including the employment of counsel and the payment of all costs and expenses, provided that City tenders [defense of any claim made against City which is subject to Developer's indemnity to Developer in sufficient time to avoid prejudice to Developer for handling by counsel of Developer's selection and reasonably acceptable to City.](#) The City shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the City. It is agreed and understood that the aforesaid indemnities in this Article shall be binding on the Developer only for such period as the Developer maintains a direct interest in the Project or Development Area or part thereof (excluding, for example, an interest therein solely as a creditor or mortgagee), and only with respect to such direct interest in the Project or Development Area or part thereof. Provided, notwithstanding the foregoing, the Developer shall not be liable to indemnify and hold the City harmless from any portion of any such loss, liability, cost or expense which results from the negligence or willful misconduct of the City, its officials, agents, or employees or the acts of any unrelated third party.

6.2 City Indemnification of the Developer.

To the extent not prohibited by law, the City , so long as the Developer maintains a direct interest in the Project or Development Area or any part thereof (excluding, for example, an interest therein solely as a creditor or mortgagee), shall indemnify and hold harmless the Developer and its directors, officers, employees and agents from any and all claims, damages (excluding consequential, punitive, special and similar type damages), costs, and

expenses, caused by the City of Decatur or any of its agents, contractors, officials or employees arising from: (i) any act of negligence or willful and wanton misconduct of the City or any of its agents, contractors, officials or employees; (ii) any breach or default on the part of the City in the performance of any of its obligations under or in respect of this Agreement; or (iii) any violation of Applicable Law. The City agrees to indemnify and save the Developer harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon. Notwithstanding the foregoing, the City of Decatur retains any and all defenses and immunities provided by the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.* In addition, neither party intends this paragraph to waive its rights to limited liability under the Illinois Worker's Compensation Act or *Kotecki* line of cases (146 Ill 2d 155, 585 NE 2d 1023 (1991)). Provided, further, notwithstanding the foregoing, the City shall not be liable to indemnify and hold the Developer harmless from any portion of any such loss, liability, cost or expense which results from the negligence or willful misconduct of the Developer, its officials, agents, or employees.

ARTICLE VII: DEFAULT AND REMEDIES

7.1 Events of Default.

The following shall be events of default (each, an "Event of Default") with respect to this Agreement:

7.1.1 Misrepresentation.

If any material representation made by the Developer or the City in this Agreement, or in any certificate, notice, demand or request made by the Developer or the City in writing and delivered to the other party pursuant to or in connection with any of said documents shall prove to be untrue or incorrect in any material respect as of the date made; or

7.1.2 Breach.

Breach by the Developer or the City of any material covenant, warranty or obligation set forth in this Agreement.

7.2 Remedies Upon Default.

In the case of an Event of Default by either party hereto or any successors to such party, such party or successor shall, upon written notice from the other party, take immediate action to cure or remedy such Event of Default within sixty (60) days after receipt of such

notice (or within a reasonable time if the Event of Default cannot be diligently cured within such sixty (60) day period, provided that the defaulting party commences to cure such default within such 60-day period and thereafter diligently pursues completion of the same). If, in such case action is not taken, or not diligently pursued, or the Event of Default shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such Event of Default, including but not limited to, proceedings to compel specific performance by the party in default of its obligations.

In case the City or the Developer shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the party initiating such proceedings, then and in every such case the Developer and the City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Developer and the City shall continue as though no such proceedings had been taken.

7.3 Other Rights and Remedies of City and Developer: Delay in Performance Waiver.

7.3.1 No Waiver by Delay.

Any delay by the City or the Developer in instituting or prosecuting any actions or proceedings or otherwise asserting their rights under this Agreement shall not operate to act as a waiver of such rights or to deprive them of or limit such rights in any way (it being the intent of this provision that the City or the Developer should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made by the City or the Developer with respect to any specific Event of Default by the Developer or the City under this Agreement be considered or treated as a waiver of the rights of the City or the Developer under this Section or with respect to any Event of Default under any section in this Agreement or with respect to the particular Event of Default, except to the extent specifically waived in writing by the City or the Developer.

7.3.2 Rights and Remedies Cumulative.

The rights and remedies of the parties to this Agreement (or their successors in interest) whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the time or different times, of any other such remedies for the same Event of Default by the other party. No waiver made by either such party

with respect to the performance, nor the manner or time thereof, or any obligation of the other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

7.3.3 Delay in Performance.

For the purposes of any of the provisions of this Agreement, neither the City, nor the Developer, shall be considered in breach of, or in default of, its obligations with respect to the beginning and completion of improvement work or other construction or renovation work of the Project, in the event of enforced delay in the performance of such obligation due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to acts of God, acts of the public enemy, acts of federal, state or local government, application of Applicable Laws, acts of the federal or state judiciary, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, acts of nature, unusually severe weather or delays of subcontractors due to such causes; it being the purposes and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the City or the Developer with respect to the beginning and completion of the improvement of the Project or the demolition of structure(s) shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this Section, shall within thirty (30) days after the beginning of any such enforced delay have first notified the other party thereof in writing, of the cause or causes thereof, and requested an extension of the period of enforced delay. Such extensions of schedule shall be agreed to in writing by the parties hereto. Nothing in this Section will excuse payment by City or Developer of any amounts owing under this Agreement.

ARTICLE VIII: EQUAL EMPLOYMENT OPPORTUNITY

The Developer, for itself and its successors and assigns, agrees that during and with respect to renovation and improvement of the Project provided for in this Agreement that the following will apply:

8.1 Nondiscrimination.

The Developer will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, creed, disability, age or national origin. The

Developer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

8.2 Advertising.

The Developer will, in all solicitations or advertisements for employees placed by or on behalf of the Developer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

ARTICLE IX: REPRESENTATIONS OF THE DEVELOPER

The Developer represents warrants and agrees as the basis for the undertakings on its part herein contained that:

9.1 Organization.

The Developer is in good standing with the State of Oregon and the State of Illinois.

9.2 Authorization.

The Developer has power to enter into, and by proper action has been duly authorized to execute, deliver and perform this Agreement.

9.3 Non-Conflict or Breach.

Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction, agreement or instrument to which the Developer is now a party or by which the Developer is bound.

9.4 Pending Lawsuits.

To the knowledge of the Developer (which for all purposes hereunder shall mean the actual, present knowledge of Mike Bever, without independent inquiry or investigation), there are no lawsuits either pending or threatened that would materially, adversely affect the ability of the Developer to proceed with the improvement and development of the Project in the Development Area.

9.5 Location of Project.

The Project will be located within the Development Area.

9.6 Conformance with Requirements.

The Developer represents and warrants that the improvement of the Project will in all respects conform to and comply with all covenants, conditions, restrictions, zoning ordinances, environmental regulations and land use regulations affecting the Project and Development Area.

ARTICLE X: REPRESENTATIONS OF THE CITY

The City represents, warrants and agrees as a basis for the undertakings on its part contained herein that:

10.1 Organization and Authorization.

The City is a municipal corporation organized and existing under the laws of the state of Illinois, and has the power to enter into and by proper action has been duly authorized to execute, deliver and perform this Agreement.

10.2 Non-Conflict or Breach.

Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction, agreement or instrument to which the City is now a party or by which the City is bound.

10.3 Pending Lawsuits.

To the knowledge of the City, there are no lawsuits either pending or threatened that would affect the ability of the City to perform this Agreement.

ARTICLE XI: MISCELLANEOUS

11.1 Authorized Representatives.

11.1.1 Developer.

By complying with the notice provisions hereof, the Developer shall designate an authorized representative from time to time, who, unless applicable law requires action by the Board of Directors of the Developer, shall have the power and authority to make or grant or do all things, requests, demands, approvals, consents, agreements and other actions required or described in this Agreement for and on behalf of the Developer.

11.1.2 City.

By complying with the notice provisions hereof, the City shall designate an authorized representative from time to time, who shall communicate with the Developer on behalf of the City. Such representative shall not have the authority to make agreements on behalf of the City.

11.2 Limited Liability to Others.

Except as otherwise expressly provided herein, the City shall not be obligated to make any payments to any person other than the Developer (and its permitted assignees), nor shall the City be obligated to pay any contractor, subcontractor, mechanic, materialman providing services or materials to the Developer for or in respect of the Development Project.

11.3 Binding Upon Successors in Interest.

This Agreement shall be binding upon and inure to the benefit of all the parties hereto and their respective heirs, successors, administrators, assigns or other successors in interest.

11.4 Titles of Paragraphs.

Titles of the several parts, paragraphs, sections or articles of this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any provision hereof.

11.5 Notices.

All notices, requests, consents, approvals, demands or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as the date of actual service, if personally served, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, or by reputable overnight courier, with postage prepaid, addressed to:

the City:

City Clerk
One Gary K. Anderson Plaza
Decatur, IL 62523

with copies to:

City Manager
One Gary K. Anderson Plaza
Decatur, IL 62523

the Developer:

Tillamook Illinois, LLC
c/o Tillamook County Creamery Association
4185 Highway 101 North
Tillamook, OR 97141
Attn: Mike Bever

or to the last known address of either party or to the address provided by any assignee if such address has been given in writing. In the event said notice is mailed, the date of service of such notice shall be deemed to be two (2) business days after the date of delivery of said notice to the United States Post Office.

11.6 Further Assistance and Corrective Instruments.

The City and the Developer agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto

and such further instruments as may reasonably be required by the parties hereto for carrying out the intention of or facilitating the performance of this Agreement.

11.7 No Joint Venture, Agency, or Partnership Created.

Neither anything in this Agreement nor any acts of the City and/or the Developer under this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between them. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, officer, agent, employee or attorney of the City, in his or her individual capacity, and neither the members of the Corporate Authorities nor any other official or employee of the City shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement, or any failure in that connection.

ARTICLE XII: TERMS OF THE AGREEMENT

12.1 Entire Agreement.

The terms and conditions set forth in this Agreement and exhibits attached hereto supersede all prior oral and written understandings and constitute the entire agreement between the City and the Developer with respect to the subject matter hereof.

12.2 Severability.

Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality, or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

12.3 Execution.

This Agreement may be executed in one or more counterparts (including counterparts executed by DocuSign or similar electronic means), each of which shall be considered an original instrument, but all of which shall be considered one and the same Agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to each of the parties hereto.

12.4 Laws.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

12.5 Language.

The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction will be applied against either party, regardless of which is the drafter.

12.6 Headings.

All headings contained in this Agreement are for convenience of reference only and shall not be interpreted to expand or limit any provision hereof.

12.7 Legal Authority.

Each of the above said parties represents and warrants that each of the above said parties has the right and legal authority to execute this Agreement. Each of the above said parties further acknowledges and represents to one another that the representatives who execute this Agreement have the authority under the law to execute this Agreement and to bind their respective principals to the obligations under this Agreement and further, that any legal requirements conferring authority upon the representatives who execute this Agreement have been met by each of the respective parties as required by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and caused their respective seals to be affixed and attested thereto as of the date first above written.

CITY OF DECATUR

an Illinois municipal corporation

TILLAMOOK ILLINOIS, LLC,

an Oregon limited liability company

By: _____
Julie Moore Wolfe
Mayor of Decatur

By: TILLAMOOK COUNTY CREAMERY
ASSOCIATION, an Oregon cooperative
corporation, its Manager

Attest:

By: _____

By: _____
Kim Althoff
City Clerk

Its: _____

Attest:

By: _____

Its: _____

City Clerk

DATE: 3/13/2023

MEMO:

TO: Julie Moore Wolfe, Mayor
City Council Members

FROM: Jon Kindseth, Deputy City Manager
Lacie Elzy, Transit Administrator

SUBJECT: Ordinance Amending City Code Chapter 9 Transportation Services Department

ATTACHMENTS:

Description	Type
Memo Transportation Department	Cover Memo
Ordinance	Ordinance

OFFICE OF THE CITY MANAGER

DATE: March 20, 2022

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Jon Kindseth, Deputy City Manager
Lacie Elzy, Transit Administrator

SUBJECT: Ordinance Amending City Code Chapter 9 Transportation Services Department

SUMMARY RECOMMENDATION:

Staff recommends City Council approval of an amendment to City Code to create the Transportation Services Department.

BACKGROUND:

The Transportation Services Department is being created to recognize that there is more to citizen mobility beyond public transportation. Previously, City employees in Decatur Transit reported to various departments, including the Community Development Department, and most recently in the Executive Department. The 2023 budget moves this function into its own new department, along with additional functions including planning and preparing electric vehicle infrastructure, electric scooters, non-motorized facility management and more. While the primary function of this department is public transportation in 2023, we see this department as accommodating many more transportation related services and functions in the years ahead.

This new department's responsibilities have grown from only providing contract oversight for transit services to a multi-faceted department responsible for all modes of transportation including: micro transit solutions, micro mobility, fixed route, paratransit, electric vehicle charging, bike racks, and more. The Transportation Services Department is responsible for the first Zero-Emission Fleet Transition Plan, which includes the installation and maintenance of the electrical infrastructure required for Electric Vehicles. This extends to the procurement of Electric Vehicles and Buses.

The Transit Services Department has procured land to extend the current Transit Admin/Maintenance facility by 3.7 acres, with plans to create a sustainable, state of the art, joint Transit & Municipal Services campus that will include the EV infrastructure, newly constructed bus & car wash, solar panels, renovated buildings, shared fueling stations, and ample vehicle storage. Shelters, bike racks, ADA accessibilities, and end of mile solutions are critical functions to a thriving community.

STAFF REFERENCE: Should the City Council have any questions, they may contact Jon Kindseth at 217-450-2323 or jkindseth@decaturil.gov, Lacie Elzy at 217-542-3559 or lelzy@decaturil.gov

ORDINANCE NO.2023_____

ORDINANCE AMENDING CITY CODE
- CHAPTER 9 –
- TRANSPORTATION SERVICES DEPARTMENT –

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

SECTION 1. That Chapter 9 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended (created) by adding Sections 1-6, so that Sections 1-7 as so added, shall provide as follows:

1. **ESTABLISHED.** There is hereby created and established the Transportation Services Department which shall be so organized and administered as the City Manager shall from time to time direct, and which shall consist of the Director of Transportation Services and such other officers and employees as the City Manager may from time to time authorize.
2. **DIRECTOR.** There is hereby created the office of Director of Transportation Services, the occupant whereof shall be appointed, and may be removed, by the City Manager at will.
3. **APPOINTMENT AND RULES.** The Director of Transportation Services shall be the appointing officer of the occupants of all classified positions assigned to said Department and may make reasonable rules, regulations, and directives not in conflict with law or ordinance to govern and administer the activities and carry out the duties and responsibilities thereof, subject to the direction and control of the City Manager.
4. **DUTIES AND RESPONSIBILITIES.** The Transportation Services Department shall perform such functions and duties, and with such divisions, as may be assigned from time to time by the City Manager.
5. **MASS TRANSIT FUND.** All revenue or other moneys received by the Transportation Services Department for the operation of public transportation services, whether from fares, intergovernmental agreements or otherwise, and from any source whatsoever, shall be segregated into and placed in a separate fund of the City, which fund shall be designated as the Mass Transit Fund and which shall be expended only for the purposes directly relating to public transportation, and no portion thereof shall be expended for the purpose of any other department or for any other purpose of the City, except that those costs which should be reasonable and properly charged to the public transportation may be expended from said Fund.
6. **DISCRETIONARY REPAIRS.** Within budget constraints determined by the City Council, the City Transit Services Director, or his/her designee, shall have discretionary

authority to select and adopt policies and plans for the care and maintenance of City owned or maintained facilities, including but not limited to, buildings, parking lots, trees, vegetation, and sidewalks. Transit Services Director is authorized to use discretion in deciding whether and when to perform certain maintenance activities, and the manner in which they shall be conducted, by balancing the competing needs of limited City resources with varying degrees of need for maintenance and shall use his/her best judgment as to which of competing maintenance needs will best serve the competing interests. (REPEALED, Ordinance No. 2017-08, February 6, 2017)

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

PRESENTED, PASSED, APPROVED AND RECORDED this 20th day of March, 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2023.

CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 9 **TRANSPORTATION SERVICES DEPARTMENT**

1. **ESTABLISHED.** There is hereby created and established the Transportation Services Department which shall be so organized and administered as the City Manager shall from time to time direct, and which shall consist of the Director of Transportation Services and such other officers and employees as the City Manager may from time to time authorize.
2. **DIRECTOR.** There is hereby created the office of Director of Transportation Services, the occupant whereof shall be appointed, and may be removed, by the City Manager at will.
3. **APPOINTMENT AND RULES.** The Director of Transportation Services shall be the appointing officer of the occupants of all classified positions assigned to said Department and may make reasonable rules, regulations, and directives not in conflict with law or ordinance to govern and administer the activities and carry out the duties and responsibilities thereof, subject to the direction and control of the City Manager.
4. **DUTIES AND RESPONSIBILITIES.** The Transportation Services Department shall perform such functions and duties, and with such divisions, as may be assigned from time to time by the City Manager.
5. **MASS TRANSIT FUND.** All revenue or other moneys received by the Transportation Services Department for the operation of public transportation services, whether from fares, intergovernmental agreements or otherwise, and from any source whatsoever, shall be segregated into and placed in a separate fund of the City, which fund shall be designated as the Mass Transit Fund and which shall be expended only for the purposes directly relating to public transportation, and no portion thereof shall be expended for the purpose of any other department or for any other purpose of the City, except that those costs which should be reasonable and properly charged to the public transportation may be expended from said Fund.
6. **DISCRETIONARY REPAIRS.** Within budget constraints determined by the City Council, the City Transit Services Director, or his/her designee, shall have discretionary

authority to select and adopt policies and plans for the care and maintenance of City owned or maintained facilities, including but not limited to, buildings, parking lots, trees, vegetation, and sidewalks. Transit Services Director is authorized to use discretion in deciding whether and when to perform certain maintenance activities, and the manner in which they shall be conducted, by balancing the competing needs of limited City resources with varying degrees of need for maintenance and shall use his/her best judgment as to which of competing maintenance needs will best serve the competing interests. (REPEALED, Ordinance No. 2017-08, February 6, 2017)

City Clerk

DATE: 3/10/2023

MEMO:

TO: Julie Moore Wolfe, Mayor
City Council Members

FROM: Jon Kindseth, Deputy City Manager
Lacie Elzy, Transit Administrator

SUBJECT: Resolution Authorizing Execution of a Professional Services Agreement for the Transit Comprehensive Operations Analysis Between Alfred Benesch & Company and the City of Decatur.

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Proposal	Exhibit
Agreement	Backup Material

OFFICE OF THE CITY MANAGER

DATE: March 20, 2023

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Jon Kindseth, Deputy City Manager
Lacie Elzy, Transit Administrator

SUBJECT: Resolution Authorizing Execution of a Professional Services Agreement for the Transit Comprehensive Operations Analysis between Alfred Benesch & Company and the City of Decatur.

RECOMMENDATION: It is recommended by staff that this item be approved, and the contract executed with Alfred Benesch & Company.

BACKGROUND: Decatur Public Transit System has been awarded an IDOT planning grant to undertake a Comprehensive Operations Analysis (COA). The purpose of the COA is to examine and evaluate the transit system to determine where improvements can be made to make our transit operations more effective and efficient across the network.

The COA will analyze our operations data, rider input, staff input, community and stakeholder needs to draft recommendations on how and where our resources should be intensified, reallocated, or discontinued. This will include recommendations on a new fixed-route system that includes micro transit operations.

Alfred Benesch & Company has ample experience in conducting comprehensive operations analysis and was the lowest responsible bidder. Their proposal covered our desired outcomes, and we are optimistic in the choice to partner for the comprehensive operations analysis.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Should the City Council have any questions, they may contact Jon Kindseth at 450-2323 or jkindseth@decaturil.gov, Lacie Elzy at 542-3559 or lelzy@decaturil.gov

BUDGET/TIME IMPLICATIONS: Execute Professional Services Agreement for Transit Comprehensive Operations Analysis.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES
AGREEMENT FOR THE TRANSIT COMPREHENSIVE OPERATIONS ANALYSIS
BETWEEN ALFRED BENESCH & COMPANY AND THE CITY OF DECATUR**

WHEREAS, The City of Decatur, Illinois, an Illinois municipal corporation and body politic (“City”) is a unit of local government pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and,

WHEREAS, the City desires a comprehensive operations analysis for the bus route operations at transit; and,

WHEREAS, the City finds that this agreement with Alfred Benesch & Company provides the desired outcomes for this project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Decatur as follows:

Section 1. That the agreement for professional services for a transit comprehensive operations analysis for Decatur Transit with Alfred Benesch & Company as attached, and the same is hereby, received, placed on file, and approved.

Section 2. That the City Manager and the City Clerk of the City of Decatur be, and they are hereby, authorized and directed to execute, seal, and attest an Agreement between the City of Decatur, Illinois and Alfred Benesch & Company, for the services of a comprehensive operations analysis, as specified in their proposal.

PRESENTED AND ADOPTED this 20th day of March 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk



Submitted by: Alfred Benesch & Company

TECHNICAL COMPREHENSIVE OPERATIONAL ANALYSIS FIXED ROUTE SERVICE

2022-2023

Decatur Public Transit System

DECEMBER 8, 2022





December 8, 2022

Decatur Purchasing Division
#1 Gary K Anderson Plaza, Ground Floor
Decatur, Illinois 62523

RE: **Technical Comprehensive Operational Analysis Fixed Route Service 2022-2023**

To Whom it May Concern:

Benesch is pleased to submit our qualifications to the Decatur Public Transit System (DPTS), to conduct a comprehensive operational analysis. Benesch recognizes the unique challenges that smaller-scale transit agencies like DPTS face, ranging from dealing with recent pandemic-influenced ridership impacts, limited financial resources, network mobility gaps, and/or growing service inefficiencies as local demand for transit service changes over time. Our firm believes we have the unique set of skills required to help Decatur maximize its transit offerings with little to no additional resources or budget. Benesch is a national engineering and planning firm with over 900 employees and over 76 years of experience. While we offer national resources, the DPTS will receive a dedicated team of transit experts invested in the success of this project. Our team offers the following:

- ✓ **Operational Analysis Expertise:** Our team's depth of transit experience and numerous related operational analyses provide us with a superior understanding of the needs and challenges of this project. We have successfully optimized fixed route systems like Midland Odessa Urban Transit District (TX), Sarasota County Area Transit (FL) and Owensboro Transit System (KY); all of which are highlighted throughout our proposal. In addition, several of these analyses have been conducted adjacent to higher education facilities, requiring similar coordination involved on your contract. We will utilize our expertise helping similar-sized communities to strategically assist in reconfiguring your service within your budget and the requested timeframe.
- ✓ **Technology to Succeed:** We routinely help municipalities implement cutting-edge technology that makes the most of every dollar by better utilizing existing resources. Though DPTS currently uses tablets to collect stop-level ridecheck data, if it is determined that this information must be supplemented to achieve the best analytical results, we have the capability (through a long-time technology partner) to temporarily install Automatic Passenger Counters on the bus fleet for this purpose. This additional ridecheck information will help us assess route utilization and on-time performance so we can diagnose potential inefficiencies and recommend better and more locally-beneficial enhancements to service. We also offer technology-driven Mobility-on-Demand and microtransit solutions to complement existing fixed route and paratransit services as mobility demand may require.
- ✓ **Excellence in Small-Scale:** Transit systems with fewer routes are a niche for which we have developed a reputation of excellence. They require acute attention and fine-tuning that is not always relevant to large-scale transit redesigns. Proposed Project Manager Randy Farwell brings 36 years of experience, and will work closely with your staff to provide a custom solution that fits the needs of your community. Randy is supported by a close-knit team with ample transit experience, providing us with the understanding and expertise to provide the right solution for the City.

Thank you for the opportunity to submit our qualifications. We are excited to venture into this new partnership with the Decatur Public Transit System. Our goal is the same with any client, to deliver the best service possible to ensure the client receives the best end-result. The City can expect a similarly beneficial and fruitful partnership if they choose to work with Benesch.

Sincerely,

Andrew Keaschall, PE, SE, VMA
Senior Vice President, Illinois Division Manager
312-565-0450 // akeaschall@benesch.com

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35 West Wacker Drive, Suite 3300
Chicago, IL 60601-1739
www.benesch.com
P 312-565-0450
F 312-565-2497



VALUE FOCUSED.
COMMUNITY MINDED.
QUALITY DRIVEN.

Contact
Andrew Keaschall, PE, SE, VMA
Senior Vice President
Illinois Division Manager
35 W. Wacker Drive, Suite 3300
Chicago, IL 60601
P. 312-565-0450
F. 312-565-2497
E. akeaschall@benesch.com

DUNS #
049812563

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SECTION 1: FIRM PROFILE



**900+
EMPLOYEES**



**46 LOCATIONS
in 20 STATES**



**100% EMPLOYEE
OWNED**



WHAT WE DO



Community Development

Civil/Site | Planning | Facilities | Parks & Recreation



Transportation

Aviation | Bridges | Railroad | Roads | Transit



Environmental & Water

NEPA | Potable Water | Stormwater | Wastewater

Benesch is a multi-disciplined engineering and professional services firm. We enhance infrastructure and communities across the country, creating spaces and providing connections in ways that make a difference. Benesch was founded in 1946 in Chicago, Illinois, and has expanded to 20 states in the past 76 years.

As a mid-sized firm, we are nimble enough to remain responsive to client needs, yet large enough to offer exceptional bench strength. As a matter of practice, we look for ways to exercise innovation and resist relying on how things have been done before.

Our experience includes a wide variety of project types in the areas of parks and recreation, transportation, infrastructure replacement, site improvements for new and existing facilities, landscape, stormwater and other areas. We have an incredibly talented staff who know how to find balance between the client's goals, the functionality of outdoor spaces and the limitations that schedule and budget present. Some of our similar projects are further described in Section 3 - Firm Experience.

We routinely tap into our firm's high-level expertise to solve project challenges for clients across the country. Through proactive knowledge/work sharing, we turn our nationwide capacity and expertise into high-value solutions for local infrastructure challenges.

SERVICES

Alternate Delivery | Asset Management | CE&I | Design
Feasibility/Environmental Studies | Geotechnical
Inspection | Landscape Architecture | Master Planning
MEP | NEPA | Operational Analysis | Planning | Program
Management | Public Involvement | Public Finance |
Survey Traffic & Safety | Value Methodology

TRANSIT LEADERS



JOEL REY, PE, AICP
Director of Transit Services
jrey@benesch.com



RANDY FARWELL
Senior Project Manager
rfarwell@benesch.com

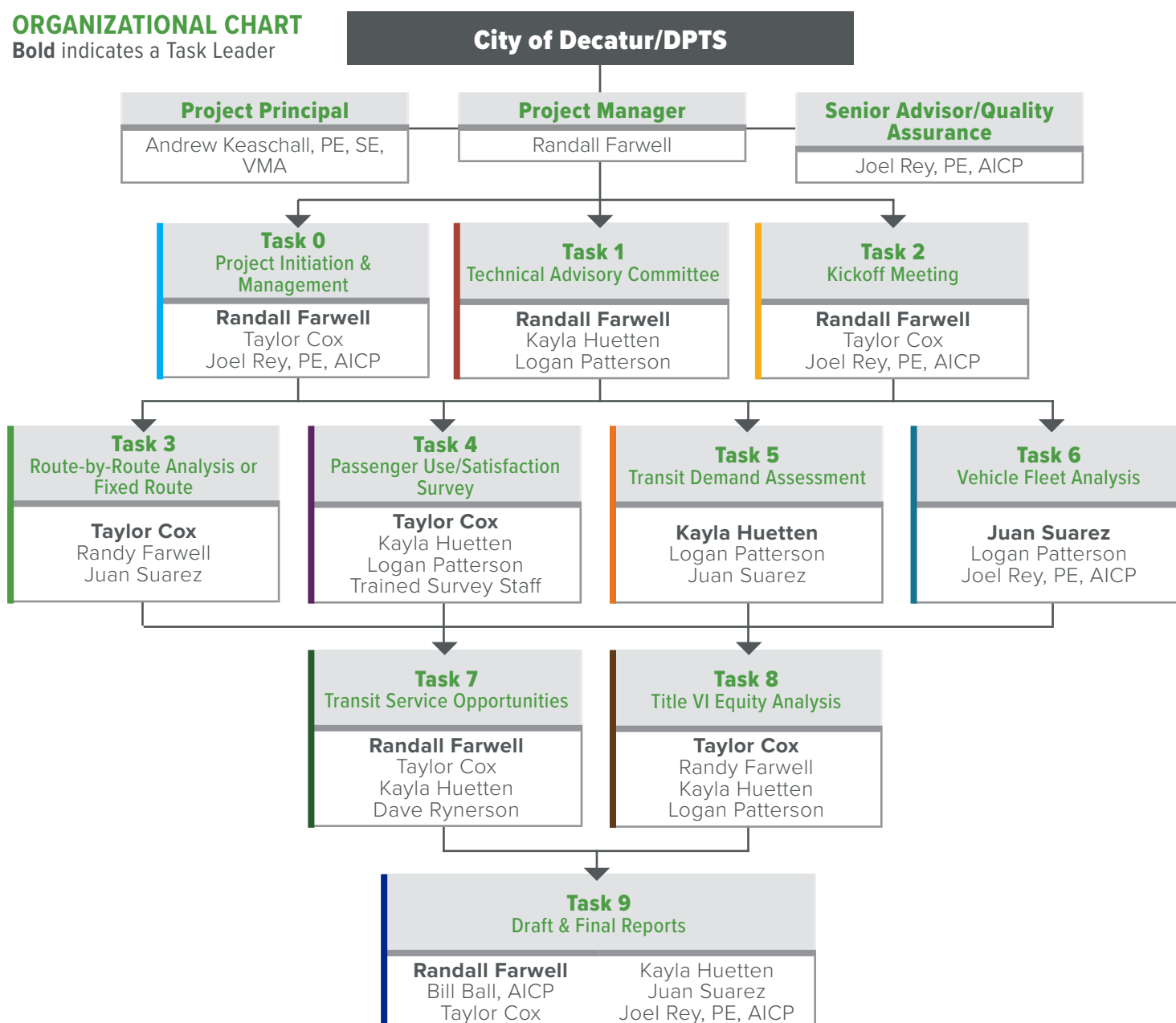
SECTION 2:

PROJECT TEAM

Benesch's Transit Solutions Team has significant transit planning and operational analysis experience, as we subsequently highlight throughout Tab 3, Firm Experience. In this section, however, we first present the structure and qualifications of our project team, which has been specifically convened to successfully complete a Comprehensive Operational Analysis (COA) for the City of Decatur and the Decatur Public Transit System (DPTS). Herein, we present an organizational chart displaying the structure of our team staffing for each task, our management team proposed for the COA effort and the resumes of our key staff with the necessary experience, expertise and qualifications to complete this critical analysis to "assess [DPTS] existing bus routes and recommend ways to improve its effectiveness and efficiency."

ORGANIZATIONAL CHART

Bold indicates a Task Leader



SECTION 2:

PROJECT TEAM

PROJECT MANAGEMENT TEAM

With any project, it is important to have available the skills necessary to complete each task successfully and a sound management structure to ensure that all project assignments are completed efficiently and within schedule and budget. The three key members of the Benesch Project Management Team are introduced briefly below. Additional information about their qualifications and related project experience is provided in their resumes, included later in this section with those of all other proposed key project staff for the COA effort.



Randy Farwell will serve as the Project Manager for the City's COA project. He will work closely with Joel and City/DPTS staff throughout the effort as a key point of contact and to help ensure that all project tasks are successfully completed in quality fashion. He has 36 years of experience in transportation and transit planning, operations and management, and wide-ranging experience with BRT, bus, commuter rail, light rail, flex, human service and mobility-on-demand (MOD) services. His work includes developing and deploying transit services, system analysis and redesign, corridor studies, National Environmental Policy Act (NEPA) and Federal Transit Administration (FTA) documentation and the application of technology to transit.

Randy is especially adept at working successfully with his transit agency clients as he previously served as Director of Planning for the Central Florida Regional Transportation Authority (LYNX, Orlando, FL) and as Planning Manager for the Potomac & Rappahannock Transportation Commission (VA), where he was instrumental in the start-up of the Virginia Railway Express commuter rail and the development of OmniLink Flexroute, the first ITS-enhanced flexroute in the US (1994). He has significant experience leading successful transit master planning efforts, operational analyses and system redesign plans. He is also a national expert in the planning, application and implementation of MOD and microtransit services.



Joel Rey, PE, AICP, will serve as the Senior Advisor/Quality Assurance and help ensure overall quality of the study effort as well as availability of necessary staff resources. He has been involved in transportation planning and research for more than 33 years, with a particular emphasis on transit operations and planning. His expertise includes transit development planning and visioning, operations analysis, ridechecks and surveys, transit facility/infrastructure planning and accessibility, performance assessment, transit financial planning, transit market assessment and bus rapid transit (BRT), among others. Joel has managed or directed numerous transit projects, including many vision planning efforts and COAs. One of his more recent successes involved a complete system analysis and network redesign for TANK in Northern Kentucky (Fort Wright, KY) that was implemented successfully in 2021 to improve mobility in the three-county service area and ultimately increased ridership by 20% within the first three months after implementation of the new network.

STAFFING AVAILABILITY

Since the quality and successful accomplishment of any project is wholly dependent on the experience and expertise of the staff completing it, it then is equally important to ensure the availability of that staff so that they are sufficiently dedicated to the effort through its achievement. To this end, we have provided estimated availability of our proposed key staff based on their current workload on their resumes. While the availability percentages are helpful in generally understanding what proportion of time each person may have to dedicate to the DPTS COA at this time, it is important to recognize that these are estimates based on current available capacity. Hence, as existing projects end for many of these individuals, their availability will go up in the next couple months and this is additional time that will be able to be devoted to the COA effort. Also important to understand is that Benesch's Transit Solutions Team collectively has additional staff beyond these eight with requisite COA skills who can be tapped for additional support as the need arises.

Randall Farwell

Project Manager

Mr. Farwell has 36 years experience in transportation and transit planning, operations and management, including BRT, bus, commuter rail, light rail, Flex, human service and mobility-on-demand (MOD) services. He develops transit service, system redesign, TDPs, COAs, corridor studies, NEPA and FTA documentation and the application of technology to real-time transit services. He served as Director of Planning at the Central Florida Regional Transportation Authority (LYNX) and Planning Manager at the Potomac & Rappahannock Transportation Commission. He was also instrumental in the start-up of the Virginia Railway Express commuter rail (1992) and developed OmniLink Flex, the first technology based Flex service (1994). Mr. Farwell has pioneered applications of technology to transit scheduling, planning, on-demand operations. The Community Transportation Association of America named Randy one of 15 Innovators in Transportation in 2015.

Palm Tran - Bus Stop Analyses and ADA Inventory - West Palm Beach, FL

Project Manager: This multi-phased set of task orders involved a desktop assessment of over 2900 bus stops. The project team examined stop level amenities, ridership, spacing, land use, safety, pedestrian infrastructure. The analysis identified opportunities for bus stop consolidation as well as prioritizing stops for amenities based on a set of bus stop typologies. The recommendations for consolidation and for bus stop typology assignments were based methodologies we developed using industry best practices. The subsequent task order used the updated bus stop database and recommendations to conduct an in-field bus stop ADA compliance inventory.

Sarasota County Area Transit - Route Network Optimization/MOD Design - Sarasota, FL

Project Manager: This project included the redesign and optimization of SCAT's fixed route network. The team identified and designed mobility on demand (MOD) service areas and services to serve ADA and general public demand in areas with low density of demand and poor fixed route performance. Service schedules and run cuts also were prepared. Expected to yield \$600k in net operating cost savings, a MaaS provider was selected and the redesigned transit network and new MOD services were launched June 2021. Since, ridership on the new MOD service exceeds 20,000 per month, has created a shift by ADA passengers to MOD and increased fixed route ridership.

City of Round Rock - Mobility-on-Demand (MOD) Service Design - Round Rock, TX

Project Manager: Benesch was engaged by the City of Round Rock to define and develop a mobility on demand (MOD) service. The study involved assessing existing transit and paratransit services, defining concept of operations for on-demand service, and assessing the feasibility of implementing MOD service. The study developed strategies for changes to the fixed route network, developed an MOD service concept and operating requirements, and resulted in the City procuring a vendor to operate its new MOD services.

Midland/Odessa Urban Transit District - Comprehensive Operations Analysis - Midland, TX

Project Manager: This project involved the strategic redesign of the transit networks in the neighboring cities of Midland and Odessa in Texas. The effort evaluated existing services and service area conditions, as well as included public outreach. The analyses resulted in the development of three alternative concepts that led to the preparation of a phasing and financial plan that recommended modified networks in each city.



Education

Master of Urban Planning,
Virginia Tech

BS in Urban Studies,
Texas Christian University

Years of Experience: 36

Professional Affiliations

Transportation Research Board
(TRB)

Florida Public Transit Association
(FPTA)

STAFFING AVAILABILITY

*% Availability Assigned to
Current Project: **35%**

*% Availability Dedicated to City
of Decatur: **35%**

*Remaining % Availability for
Use As Needed: **30%**

*Availability of key staff is estimated based on expected effort over next three months associated with current project workload. Thereafter, availability will begin to increase significantly as projects end.

Joel Rey, PE, AICP

Senior Advisor/Quality Assurance

Having been involved in transportation planning and research with specific emphasis on public transportation, Mr. Rey offers substantial transit planning and operational analysis experience. He has managed and conducted various projects related to transit development plans (TDPs) and transit visioning, comprehensive operations analysis (COAs), ridechecks and on-board surveys, transit facilities/infrastructure planning and accessibility, performance assessment, transit financial planning, transit market assessment, advanced public transportation systems, and BRT, among others.

Joel has worked with numerous transit agencies in Florida and elsewhere in the US on projects including performance evaluation, short- and long-range planning, transit finance, and premium transit-related studies. He has directed numerous major projects across Florida, including an alternatives analysis for a premium transit service to connect Downtown Clearwater to Clearwater Beach; a combined COA/TDP for the Hillsborough Transit Authority (HART) in Tampa; and a 20-year strategic vision plan for LYNX in Orlando. He also has led teams that completed a short range transit vision plan for Greensboro Transit Authority (NC); a Transit Master Plan for ART in Asheville, NC; and a network redesign study for TANK in Northern Kentucky. He currently is leading an Arterial BRT Study for HART to develop a premium connector service between the University of South Florida and Downtown Tampa.

Transit Authority of Northern Kentucky (TANK) - System Redesign Study - Fort Wright, KY

Project Manager: This project involved strategic planning support to assess services, operating conditions and demand, as well as develop service concepts for improving mobility. The assessment of mobility needs considered the rapidly-growing employment and logistical services around the airport. It also reviewed obstacles posed by limited river crossings and limitations of the roadway network that make it difficult to connect communities and serve high demand for travel between Northern Kentucky and Cincinnati (OH). The effort ultimately resulted in a phased redesign of the fixed-route network with a corresponding implementation plan for potential future service enhancements as resources become available.

Sarasota County Area Transit (SCAT) - Fixed-Route Service Optimization Study - Sarasota County, FL

Project Principal: Benesch redesigned and optimized the SCAT fixed route network. The goal was to identify and design mobility-on-demand (MOD) service areas and services to serve ADA and general public demand in areas with low density of demand and poor fixed route performance. Benesch also prepare schedules and run cuts for services. The end result yielded \$600k in net operating cost savings.

Owensboro Transit System (OTS) - Transit Network Study - Owensboro, KY

Project Manager: The study, which involved extensive public, rider and stakeholder outreach, evaluated transit service performance and developed a 10-year vision roadmap to guide and prioritize transit service and capital investments for OTS over the next decade. The existing services evaluation led to recommendations for network redesign to improve operational efficiency and help reallocate resources to enhance service levels and service quality to benefit riders. The study also assessed current OTS facilities and provided recommendations for locating a new downtown transfer center. The cost-neutral network improvements were adopted by the City.

Concord Kannapolis Area Transit (Rider Transit) - Short-Range Transit Plan - Concord, NC

Project Manager: This was a development of five-year TDP to help guide the agency. Mr. Rey managed extensive stakeholder and public outreach, on-board survey of fixed-route bus services, recommendations for cost-neutral route restructuring to improve on-time performance, identification of opportunities for service to new areas with existing resources, and the creation of a financial plan.



Education

MS, Civil Engineering, University of South Florida

BS, Civil Engineering, University of South Florida

Years of Experience: 33

Registrations and Certifications

Professional Engineer:
Florida: #62521

AICP: #018834

Professional Affiliations

American Institute of Certified Planners (AICP)

American Planning Association (APA)

Florida Public Transportation Association (FPTA)

Institute of Transportation Engineers (ITE)

North Carolina Public Transportation Association (NCPTA)

STAFFING AVAILABILITY

*% Availability Assigned to Current Project: **25%**

*% Availability Dedicated to City of Decatur: **30%**

*Remaining % Availability for Use As Needed: **45%**

*Availability of key staff is estimated based on expected effort over next three months associated with current project workload. Thereafter, availability will begin to increase significantly as projects end.

Taylor Cox

Senior Planner

Mr. Cox is a highly experienced project planner specializing in transportation, transit and ADA. His key skills include transit and transportation planning, bus and rail service and operations planning, transit needs assessments, ADA transition plans, Section 4(f)/6(f) and joint land use. He has experience working on all facets of transit and transportation planning, including route network modeling, short-range and long-range planning and public outreach. He also has experience using ArcGIS software and is trained in using AutoCad, CommunityVIZ, On The Map and TBEST.

Sarasota County Area Transit - SCAT Fixed-Route Service Optimization Study - Sarasota County, FL

Project Planner: This project included the redesign and optimization of SCAT's fixed route network. The team identified and designed mobility on demand (MOD) service areas and services to serve ADA and general public demand in areas with low density of demand and poor fixed route performance. Service schedules and run cuts also were prepared. Expected to yield \$600k in net operating cost savings, a MaaS provider was selected and the redesigned transit network and new MOD services were launched June 2021. Since, ridership on the new MOD service exceeds 20,000 per month, has created a shift by ADA passengers to MOD and increased fixed route ridership.

Transit Authority of Northern Kentucky (TANK) - System Redesign Study - Fort Wright, KY

Project Planner: This project involved strategic planning support to assess services, operating conditions and demand, as well as develop service concepts for improving mobility. The assessment of mobility needs considered the rapidly-growing employment and logistical services around the airport. It also reviewed obstacles posed by limited river crossings and limitations of the roadway network that make it difficult to connect communities and serve high demand for travel between Northern Kentucky and Cincinnati (OH). The effort ultimately resulted in a phased redesign of the fixed-route network with a corresponding implementation plan for potential future service enhancements as resources become available.

Hillsborough Transit Authority (HART) - Tampa Arterial Bus Rapid Transit Study - Tampa, FL

Project Planner: This ongoing project is identifying the most appropriate corridor to connect Downtown Tampa to the University of South Florida Tampa campus with premium BRT service using a combination of three key state roads. In addition to designing the low-cost and build-alternative BRT options, the team also is developing related concepts to assist HART with improving local pedestrian, bicycle and bus support infrastructure along the key corridors and on intersecting streets between the two major activity centers.

Owensboro Transit System (OTS) - Transit Network Study - Owensboro, KY

Project Planner: The study, which involved extensive public, rider and stakeholder outreach, evaluated transit service performance and developed a 10-year vision roadmap to guide and prioritize transit service and capital investments for OTS over the next decade. The existing services evaluation led to recommendations for network redesign to improve operational efficiency and help reallocate resources to enhance service levels and service quality to benefit riders. The study also assessed current OTS facilities and provided recommendations for locating a new downtown transfer center. The cost-neutral network improvements were adopted by the City.

Midland/Odessa Urban Transit District - Comprehensive Operations Analysis - Midland, TX

Project Planner: This project primarily involved the strategic redesign of the transit networks in the neighboring cities of Midland and Odessa. The effort evaluated existing services and service area conditions, as well as included public outreach. The analyses resulted in the development of three alternative concepts that ultimately led to the preparation of a phasing and financial plan that recommended modified networks in each city.



Education

MS, Regional and Community Planning, Kansas State University

Years of Experience: 9

Professional Affiliations

American Planning Association

International Code Council

STAFFING AVAILABILITY

*% Availability Assigned to Current Project: **35%**

*% Availability Dedicated to City of Decatur: **40%**

*Remaining % Availability for Use As Needed: **25%**

*Availability of key staff is estimated based on expected effort over next three months associated with current project workload. Thereafter, availability will begin to increase significantly as projects end.

Kayla Huetten

Project Planner

Ms. Huetten is an emerging transit planner with two years of experience in transit development and master planning, transit feasibility studies, and bus stop accessibility and connectivity studies, with roles including socioeconomic data and trends analysis, transit system performance evaluation, public involvement, situation appraisal, and transit technology research. She served as a planner for the Smyrna Connects Transit Feasibility Study (City of Smyrna, GA) and numerous transit development plans throughout Florida.

Sarasota County Area Transit (SCAT) - SCAT Fixed-Route Service Optimization Study - Sarasota County, FL

Planner: This project included the redesign and optimization of SCAT's fixed route network. The team identified and designed mobility on demand (MOD) service areas and services to serve ADA and general public demand in areas with low density of demand and poor fixed route performance. Service schedules and run cuts also were prepared. Expected to yield \$600k in net operating cost savings, a MaaS provider was selected and the redesigned transit network and new MOD services were launched June 2021. Since, ridership on the new MOD service exceeds 20,000 per month, has created a shift by ADA passengers to MOD and increased fixed route ridership.

Manatee County Area Transit (MCAT) – Transit Development Plan Update – Manatee County, FL

Planner: Benesch provided this major update to the county's transit development plan which includes an assessment of existing transit and overall transit-related needs in the community, and a phased implementation plan of recommended improvements.

Midland/Odessa Urban Transit District - Comprehensive Operations Analysis - Midland, TX

Planner: This project primarily involved the strategic redesign of the transit networks in the neighboring cities of Midland and Odessa in Texas. The effort evaluated existing services and service area conditions, as well as included public outreach. The analyses resulted in the development of three alternative concepts that ultimately led to the preparation of a phasing and financial plan that recommended modified networks in each city.

Transit Authority of Northern Kentucky (TANK) - System Redesign Study - Fort Wright, KY

Planner/GIS: Strategic planning support to assess services and service area condition and demand and develop service concepts for improving transit and mobility; assessment of mobility needs for rapidly-growing employment and logistical services around airport as major businesses invest in operations hubs; review of obstacles posed by limited river crossings and limitations of roadway network that make it difficult to connect communities and serve high demand for travel between Northern Kentucky and Cincinnati with respect to shifting socioeconomic conditions that create growing need for services and challenge to funding needed investments.

Hillsborough Transit Authority (HART) - Tampa Arterial Bus Rapid Transit Study - Tampa, FL

Planning Intern: This project included the identification of most appropriate corridor to connect Downtown Tampa to USF Tampa campus with premium BRT service using combination of streets; assistance to HART to improve local, street-level bus service, support infrastructure along three major streets and on intersecting corridors between two major activity centers.



Education

MS, Urban and Regional Planning, University of South Florida

BS, Sustainability and the Built Environment, Minor in Innovation, University of Florida

Years of Experience: 4

STAFFING AVAILABILITY

*% Availability Assigned to Current Project: **40%**

*% Availability Dedicated to City of Decatur: **35%**

*Remaining % Availability for Use As Needed: **25%**

*Availability of key staff is estimated based on expected effort over next three months associated with current project workload. Thereafter, availability will begin to increase significantly as projects end.

Logan Patterson

Planner/GIS

Mr. Patterson is a planner working towards a GIS graduate certificate from the University of South Florida. He is proficient in ERSI GIS software, holds FEMA Emergency Management Certifications: IS-230.D, IS-100.C, IS-120 and has gained surveying knowledge through previous field work.

City of Round Rock - Mobility-on-Demand (MOD) Service Design - Round Rock, TX

Market Analysis Lead: Benesch was engaged by the City of Round Rock to define and develop a mobility on demand (MOD) service. The study involved assessing existing transit and paratransit services, defining concept of operations for on-demand service, and assessing the feasibility of implementing MOD service. The study developed strategies for changes to the fixed route network, developed an MOD service concept and operating requirements, and resulted in the City procuring a vendor to operate its new MOD services.

Southwest Ohio Regional Transit Authority (SORTA) - Mobility-on-Demand (MOD) Service Development - Hamilton County, OH

Peer Analysis Writer: Benesch coordinated with SORTA to identify key service design and delivery goals and objectives to define MOD service zones and develop MOD service operational concepts. These goals and objectives were focused on increasing access to mobility both locally and regionally to improve individual and community wellbeing. The goals and objectives focused on: Connecting people and places; Driving economic growth; and Improving quality of life for individuals and communities.

Maryland Transit Administration (MTA) - ADA Operations Monitoring - Baltimore, MD

Planning Intern: Benesch's responsibilities include conducting external monitoring efforts including mystery riders who monitor ADA-compliance requirements for route and stop announcements on local fixed-bus routes. The program is being enhanced to include safety and service quality elements, including addition of MTA light rail and Metro subway cars and light rail and Metro subway stations.

Space Coast Area Transit (SCAT) - SCAT Plus Transportation Disadvantaged Service Plan - Brevard County, FL

Planning Intern: Identification of progress made since previous TDSP, development of plan to identify long-term goals & objectives of local TD service, development of service plan, provision of quality assurance, conduct of outreach to gather input on county transportation needs.

Manatee County Area Transit (MCAT) - GPC Contract Administration - Manatee County, FL

Planning Intern: Mr. Patterson is assisting the management of General Planning Contract to conduct work for MCAT.

TBARTA - Regional Rapid Transit PD&E Study - Tampa, Florida

Planning Intern: This project includes fulfillment of procedural requirements to fully satisfy NEPA and meet all Federal and State rules and regulations to seek entrance of project into FTA CIG program. Benesch responsibilities include estimation of total project and operating & maintenance costs, potential sources of funds, commitments needed to advance to implementation and construction, refinement of project conceptual design, consideration of concurrent studies, Tampa Bay Next interstate modernization projects, and opportunities for Transit-Oriented Development.



Education

MS, Urban and Regional Planning, University of South Florida

BS, Environmental Science and Policy, Florida State University

Years of Experience: 1

STAFFING AVAILABILITY

*% Availability Assigned to Current Project: **30%**

*% Availability Dedicated to City of Decatur: **40%**

*Remaining % Availability for Use As Needed: **30%**

*Availability of key staff is estimated based on expected effort over next three months associated with current project workload. Thereafter, availability will begin to increase significantly as projects end.

Dave Rynerson

Senior Scheduler

Mr. Rynerson has expertise in HASTUS (GIRO), ATIS and FX (Trapeze), Bus Tools and Ridecheck Plus (Clever Devices), and Access to transit agency clients. Previously, he worked in the public sector for 44 years in transit operational planning, scheduling, bus stop facility management, and transit data collection and analysis. His award-winning experience spans small to large agencies in Oregon, Washington State, New Jersey, and Florida. Major projects include timed transfers, cost model development, transit tunnel operations planning, scheduling system replacement, APC data mining, running time analysis, and stop-level customer information.

Sarasota County Area Transit (SCAT) - SCAT Fixed-Route Service Optimization Study - Sarasota County, FL

Consultant: This project included the redesign and optimization of SCAT's fixed route network. The team identified and designed mobility on demand (MOD) service areas and services to serve ADA and general public demand in areas with low density of demand and poor fixed route performance. Service schedules and run cuts also were prepared. Expected to yield \$600k in net operating cost savings, a MaaS provider was selected and the redesigned transit network and new MOD services were launched June 2021. Since, ridership on the new MOD service exceeds 20,000 per month, has created a shift by ADA passengers to MOD and increased fixed route ridership.

Transit Authority of Northern Kentucky (TANK) - System Redesign Study - Fort Wright, KY

Consultant: Strategic planning support to assess services and service area condition and demand and develop service concepts for improving transit and mobility; assessment of mobility needs for rapidly-growing employment and logistical services around airport as major businesses invest in operations hubs; review of obstacles posed by limited river crossings and limitations of roadway network that make it difficult to connect communities and serve high demand for travel between Northern Kentucky and Cincinnati with respect to shifting socioeconomic conditions that create growing need for services and challenge to funding needed investments.

Manatee County Area Transit (MCAT) - Transit Development Plan Update - Manatee County, FL

Consultant: Benesch provided this major update to the county's transit development plan which includes an assessment of existing transit and overall transit-related needs in the community, and a phased implementation plan of recommended improvements.

Palm Tran - Transit Development Plan - Palm Beach County, FL

Consultant: Palm Tran selected Benesch to assist with preparing its FY 2022-2031 Transit Development Plan (TDP) major update. Due to delays in the procurement process, completing this TDP, branded Accelerate 2031, required a significantly expedited schedule to meet the deadline extension for submittal to FDOT. Mr. Rynerson provided the assessment of software and scheduling of training.

Palm Tran - Transit Scheduling & Bid Support Services - Palm Beach County, FL

Consultant: As part of the transit agency's ongoing RPM program to enhance the effectiveness and efficiency of its services, Benesch has provided extension-of-staff scheduling services for Palm Tran. In this function, Mr. Rynerson has set up a scheduling training for staff, as well as provided scheduling, runcutting, and operator bid support services for every service change from 2018 through the present.



Education

University of Oregon
Urban & Regional Planning
Courses

Columbia College, New York
Architecture/Structural
Engineering Courses

Years of Experience: 49

Registrations and Certifications

HASTUS optimization
training

Clever Devices software
training—Bus Tools, Bus
Time Maps

HASTUS International Users
Group

Reinventing Transit—
Planning Information-
Based Transit Services

STAFFING AVAILABILITY

*% Availability Assigned to
Current Project: **20%**

*% Availability Dedicated to City
of Decatur: **30%**

*Remaining % Availability for
Use As Needed: **50%**

*Availability of key staff is estimated based on expected effort over next three months associated with current project workload. Thereafter, availability will begin to increase significantly as projects end.

Juan Suarez

Planner/GIS

Mr. Suarez recently joined Benesch's Transit Group as a planner/GIS analyst and has provided project support on various transit plans and studies. Prior to Benesch, he served as an intern with Regional Transit Systems (RTS) in Gainesville, FL while completing his dual master's in Engineering and Urban & Regional Planning. Mr. Suarez has experience in data collection and analysis, GIS mapping, research, and developing recommendations to improve transit services. He is also proficient in ArcGIS, SketchUp, AutoCAD, Microstation and OpenRoads.

Palm Tran TDP Annual Progress Report – Palm Beach County, FL

Planner: This project includes an annual update to Palm Tran's 2022-2031 TDP Major Update. It included a summary of the agency's accomplishments in FY2022, an overview of the state of the system, and revisions to the TDP's ten-year implementation and financial plans.

Manatee County Area Transit (MCAT) – Transit Development Plan Update – Manatee County, FL

GIS/Planner: Benesch provided this major update to the county's transit development plan which includes an assessment of existing transit and overall transit-related needs in the community, and a phased implementation plan of recommended improvements.

Atlanta Region Transit Link Authority (ATL) – Group Transit Asset Management Plan – Atlanta, GA

Planner: This project assessed inventories of capital assets from eight Tier II transit operators in the Atlanta region. A condition assessment was performed on the inventoried rolling stock, equipment, and facility assets for which these agencies have direct capital responsibility over, and a prioritized list of investments was developed to identify a timeline for asset replacements.

Manatee County Area Transit (MCAT) – Transit Asset Management Plan – Manatee County, FL

Planner: This project assessed inventory of capital assets owned by MCAT, performed condition assessment of inventoried assets for which MCAT has direct ownership or capital responsibility, created description of analytical processes and decision-support tools that MCAT uses to estimate capital investment needs over time and to develop its investment prioritization and completed prioritized list of investments.

Juan's experience prior to joining Benesch is listed below:

Center for Health and the Built Environment at the University of Florida - Gainesville, FL

Graduate Research Assistant: Mr. Suarez crafted policy recommendations for FDOT by evaluating how Gainesville's RTS Microtransit would impact transit agencies across Florida in their approach to emerging mobility alternatives. He provided excellence and innovation in GIS analysis by creating tools that evaluated transportation disadvantaged communities based on employment, access to transit, and frequency of transit, and then helped in the development of recommendations.

Future Vison Studios - Miami, FL

Design Intern: Mr. Suarez achieved an affordable design alternative using Google Drawings to sketch a segment of North 2nd Street in Downtown Miami and advocated for a complete streets concept before the Downtown Development Authority in Miami.



Education

Masters in Urban and Regional Planning, University of Florida

Master of Science in Civil Engineering, University of Florida

Bachelor of Arts in Philosophy, St. John Vianney College Seminary

Years of Experience: 1

STAFFING AVAILABILITY

*% Availability Assigned to Current Project: **30%**

*% Availability Dedicated to City of Decatur: **30%**

*Remaining % Availability for Use As Needed: **40%**

*Availability of key staff is estimated based on expected effort over next three months associated with current project workload. Thereafter, availability will begin to increase significantly as projects end.

SECTION 3:

FIRM EXPERIENCE

OUR TRANSIT EXPERTISE

Benesch's Transit Solutions Team is comprised of 20+ dedicated transit planning staff located primarily throughout our Florida Division offices. Since transit agency staff generally have their hands full with the day-to-day duties of getting services out on the street, our Transit Solutions practice began more than a quarter-century ago with helping these agencies deal with the myriad requirements and issues that are critical to ensuring the ability to successfully provide service, but that are difficult to adequately address with limited staff who wear many hats.

Throughout the evolution of this practice, its primary goal has been to develop practical, implementable solutions for transit operators and public agencies responsible for transit plans, operational assessments and special transit studies. Achieving this goal has been facilitated through the experience and knowledge of our dedicated Transit Solutions staff, which include individuals who have worked for transit agencies, departments of transportation, metropolitan planning organizations and transportation research institutions. As a result, Benesch is capable of and committed to providing our clients with solutions that are specific to the community and contribute to a successful transit system both today and in the future.

Benesch offers planning and analysis support in a wide range of transit service areas, including:

- **Transit Master/Development Plans:** Produced more than 100 adopted strategic transit plans for clients in Florida and the US since 1999; led development of most recent version of the Florida Department of Transportation's Guidance for Producing a Transit Development Plan manual and related statewide training.
- **Comprehensive Operational Analyses and Transit Operations Plans:** Operational planning and assessment experience has resulted in more effective routing, enhanced network connectivity and numerous other operational benefits at transit agencies of varying size and character.
- **Transit System Network Redesign Planning:** Supported transit systems in the redesign and/or re-visioning of their route networks to improve operational efficiencies and effectiveness, while "right-sizing" coverage to meet mobility needs in a more sustainable fashion.

- **Transit Visioning and Long-Range Planning:** Conducted multimodal, long-range visioning and planning since our inception; on the forefront of responding to federal planning regulations.
- **Transit Capital and Infrastructure Planning:** Completed numerous projects to support needs related to siting, conceptualizing designs, and seeking funding for transfer hubs and stations, park-and-ride lots, O&M satellite facilities, and other transit infrastructure; led development of 3rd and 4th editions of Florida's statewide transit accessible design handbook, Accessing Transit, and conducted its related training.
- **Transportation Disadvantaged Service Plans and Human Services Transportation Plans:** Experience in assessing mobility gaps and determining latent transportation needs for vulnerable populations, and developing effective solutions to meet those needs in a community.
- **Americans with Disabilities Act (ADA) Accessibility Review and Compliance Services:** Expertise in ADA service and infrastructure accessibility compliance with an in-house ICC-certified assessment program developed by a pioneer in ADA legislation.
- **Flexible and Mobility-on-Demand Service Planning:** Expertise in designing and deploying MOD and microtransit services and associated technologies, to support and improve fixed route and paratransit services in communities nationwide.
- **Transit Financial Planning, Costing and Governance:** Much of prior transit planning work has involved financial analysis, cost estimation and identification of new funding sources; experience also includes guiding several agencies through alternative governance structures.

Other Transit Services:

- Service Planning, Design, Scheduling and Runcutting
- Transit Corridor Studies
- Performance Monitoring
- Paratransit Planning and Analysis
- Premium Transit Feasibility Analysis and Planning
- Application of Technology to Transit
- Fare Policy and Analysis
- Federal Funding, Grants and Compliance
- Transit Cost Allocation Modeling
- Commuter Assistance Programs
- National Transit Database and Title VI Reporting
- Transit Technical Assistance
- Transit Data Collection and Analysis

SECTION 3:

FIRM EXPERIENCE (CONT.)



CASE STUDY

As the result of a Long-Range Plan completed for Broward MPO (FL), the Board reached

a consensus for future transportation in the Broward region, including an unconstrained transit vision in coordination with key stakeholders (Broward County Transit and South Florida Regional Transportation Authority). The Board adopted a 2045 Long Range Transportation Plan that meets federal and state metropolitan planning requirements.

EXPERIENCE WITH TRANSIT SERVICE PLANNING, OPERATIONAL ANALYSIS & SURVEYS

The Benesch Transit Solutions Team has completed a wide range of transit planning and operational analysis efforts for transit agencies of varying scale and nature, from short-range assessment studies focused primarily on improving existing service operations to longer-range efforts seeking to establish more robust future transit visions with prioritized phasing.

Transit Service Planning

Our transit staff have worked with many transit clients across the US on planning studies that have had varied stated focuses and/or used a wide variety of titles—transit master plans, transit strategic plans, transit development plans, comprehensive transit plans, long-range transit plans, transit network studies, etc. For each, the nature and goal of the effort have been generally the same:

- Review the context of the operating environment in relation to existing transit service.
- Identify latent mobility needs.
- Recommend and prioritize alternative strategies to meet the needs.
- Compile a logical plan for a specified time frame to guide implementation of phased transit improvements, either within existing resources or with potential new revenue streams to supplement new/enhanced service.

Although the general process steps are somewhat similar, each study has been unique because of the vast differences in the local operating environment, latent mobility needs, financial position and political atmosphere within each

community. Hence, with the breadth and depth of these prior experiences, regardless of study title or focus, we have a great deal of expertise in transit service planning and related studies.

In fact, in the last two decades alone, our staff have completed more than 100 transit service planning efforts throughout the US. Our reputation for completing these studies is such that the Florida Department of Transportation (FDOT) asked us in 2018 to update its *Guidance for Producing a Transit Development Plan (TDP)* manual to provide Florida transit agencies with detailed guidance on how to appropriately complete these strategic plans. (Florida is one of the few states with statutory requirements regarding the regular completion of these plans because they are tied to State Block Grant funding.) Our staff also were involved in the development of the previous two editions of this guidance document for FDOT. Additionally, in 2021, we similarly developed the guidance documentation and a sample plan structure for the North Carolina Department of Transportation's Comprehensive Regional Transit Plan process.

To further highlight our prior related experience, following is a list of selected transit planning studies completed by our staff over the last five years. These studies have resulted in the development of strategic transit vision plans for their respective clients that spanned a timeframe of 5–25 years, with related implementation phasing and guidance. ***As applicable, those projects that specifically involved service considerations for local colleges/universities have been highlighted by an asterisk (*) with the educational entities involved listed.***

Transit Planning Studies in the Last 5 Years

- *Brevard County/Space Coast Area Transit (FL) TDP (2022)
 - East Florida State College
- *Hillsborough Transit Authority (FL) TDP (2022)
 - University of South Florida, University of Tampa, Hillsborough Community College
- Polk County TPO/Lakeland Area Mass Transit District (FL) TDP (2022)
- *Round Rock (TX) TDP (2022)
 - Texas State University-Round Rock, Austin Community College-Round Rock

SECTION 3:

FIRM EXPERIENCE (CONT.)

Transit Planning Studies in the Last 5 Years (cont.)

- *Owensboro/Owensboro Transit System (KY) Transit Network Study (2021)
 - Kentucky Wesleyan College, Owensboro Community & Technical College
- Palm Beach County/Palm Tran (FL) TDP (2021)
- *Volusia County/Votran (FL) TDP (2021)
 - Bethune-Cookman University, Daytona State College, Embry-Riddle Aeronautical University
- Citrus County (FL) TDP (2020)
- *Lee County MPO (FL) Long Range Transit Element (2020)
 - Florida Gulf Coast University
- Smyrna (GA) Transit Analysis & Feasibility Study (2020)
- Broward MPO (FL) Commitment 2045 Metropolitan Transportation Plan and Transit Systems Plan (2019-2020)
- Charlotte County Transit (FL) TDP (2019)
- *Gainesville (FL) Regional Transit System TDP (2019)
 - University of Florida, Santa Fe College
- Hernando County (FL) TDP (2019)
- Key West Transit (FL) TDP (2019)
- *Broward County Transit (FL) TDP (2018)
 - Broward College, Nova Southeastern University
- Indian River County (FL) TDP (2018)
- *Pasco County MPO (FL) Long Range Transit Plan (2018)
 - Pasco-Hernando State College

Transit Operational Analysis

Our Transit Solutions team also has extensive experience and knowledge in all aspects of transit operations assessment and planning, as well as specific expertise in the completion of comprehensive operations analyses (COAs) and similar short-term service evaluations for transit agencies of varying size, with a particular focus on developing visions and strategies for agencies that seek to improve local mobility options and identify potential opportunities for improving their services. Our transit staff have been involved in and successfully completed over 40 COAs, comprehensive service/operating plans, line-by-line analyses, network optimizations/redesigns and short-range transit plans for transit agencies throughout

the US. Depending on the financial climate within each transit agency, the outcomes of these efforts have generally included increased ridership, more efficient service, reduced costs and/or doing more with existing/fewer resources.

Our experience means that we fully understand the different purposes, processes and outcomes of operational analysis from that of system planning. This knowledge is valuable and allows us to design system or development plans that successfully define a long-term vision for a system, and outline phased implementation alternatives to accomplish system growth and reach that vision. Likewise, our experience in operational analysis provides us with the insight necessary to take a “snapshot” of a current transit system and assess the delivery and characteristics of its services so we can strategize immediate and short-range strategies to existing operational structure in order to improve services such that they are more efficient in how they are provided while also being more effective at meeting the travel needs of riders.

All our prior experience also has helped us continue to refine our methods so we can better address the unique conditions of each client agency’s operating environment as we assess local transit services and needs, and then formulate customized improvements that will lead to desired outcomes. For example, we ensure that all our transit study efforts are infused with a practical balance of transit operations and visioning. This is a valuable nuance of our evolved process that results in viable recommendations that are not only logically appropriate for the ongoing and future mobility needs of a community, but also functionally implementable (and not just some product of a conceptual visioning process that has no basis in the reality of the local community context nor is operationally viable). One of the main ways we do this, for example, is by developing functional schedules for our recommended routes and services to prove their viability.

Ultimately, we believe that transit-related evaluation and enhancement often are more art than science. Our transit study philosophies are evident in the following representative operational study projects that we have completed over the last five years. ***As was done for our planning studies, those projects that involved service***

SECTION 3:

FIRM EXPERIENCE (CONT.)

considerations for local colleges/universities have been highlighted by an asterisk with the educational entities involved listed.

Transit Operational Studies in the Last 5 Years

- *Brevard County/Space Coast Area Transit (FL) COA (2022)
 - East Florida State College
- Southeast Ohio Regional Transit Authority (SORTA) MOD Service Development Study (2022)
- *Uptown Consortium, Inc. (Cincinnati, OH) Uptown Mobility Needs Assessment (2022)
 - University of Cincinnati
- Sarasota County/SCAT (FL) Fixed Route Optimization & MOD Study (2021)
- *Volusia County/Votran (FL) COA (2021)
 - Bethune-Cookman University, Daytona State College, Embry-Riddle Aeronautical University
- *Transit Authority of Northern Kentucky (TANK) Network Redesign Study (2020)
 - Northern Kentucky University
- *Palm Beach County/Palm Tran (FL) Network Redesign and Deployment (2018)
 - Florida Atlantic University, Palm Beach State College, West Technical Education Center
- *City of Aiken/Lower Savannah Council of Governments (SC) Short-Range Transit Plan (2018)
 - University of South Carolina-Aiken
- City of Asheville (NC) Transit Master Plan (2018)

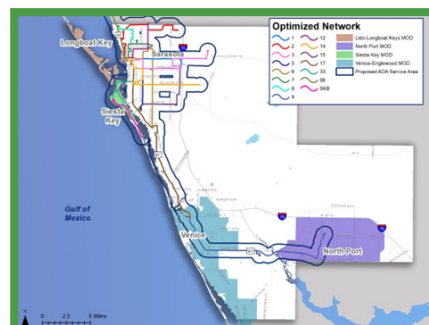
Transit Surveys & Ridechecks

In many of our prior planning and/or operational analysis studies, the efforts often require the collection of data about the riding public to support the analyses. Two of the key rider data collection processes with which we have expertise are surveys and ridechecks. We have completed numerous transit surveys to gather travel behavior, demographic, satisfaction and service needs information from system patrons, using both on-board and intercept methodologies to collect the information. Just in the last five years, our

staff have completed over 20 major on-board/intercept surveys as part of projects. We also have conducted on-board ridechecks (i.e., counting passenger boardings and alightings by bus stop on an agency's fixed routes) to support some of our operational analysis efforts for agencies without APC-equipped buses.

Plan Measures of Success

As noted throughout the discussion of our specific transit experience, our prior client agencies and their studies all were very different owing to the wide variety in their respective operating environments, the needs expressed by their patrons, their fiscal and political conditions and even the specific goals they set for their individual analyses. This is why it is important for our team to come into each new study with no preconceived notions or assumed solutions, because no two transit environments are contextually the same. Because of this, our key measures of success also change between projects, because they typically will be related to the specific goals that have been set for each. Regardless, though, we always seek to achieve consistent improvement in key areas in all of our studies, including growth in ridership, enhanced connectivity within the network and to key local activity centers, improved efficiency in service provision, and more effective utilization of available resources. If our plans succeed in one or more of these areas, then it has achieved success and improvement in the other areas likely will follow over time, as well.



The fixed route optimization plan for SCAT (highlighted on page 19) eliminated unproductive fixed route services. With the invaluable input of its riders, Benesch was able to redesign the network

to better serve the changing needs of the system's riders. As seen in the map, routes were eliminated and adjusted to simplify routes and better utilize resources.

Benesch certifies that we are not on the Comptroller General's list of ineligible proposers.

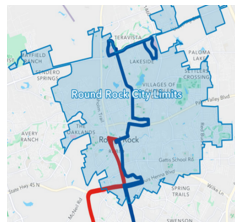
SECTION 3:

FIRM EXPERIENCE (CONT.)

CLIENT & RELATED PROJECT REFERENCES

To highlight the past performance of Benesch, this section highlights a number of related project summaries completed within the last five years that are directly related to the COA project requested by the City of Decatur and DPTS, or to some key aspect of that desired effort. These projects are provided herein to further exhibit our extensive and pertinent experience. Most demonstrate our ability to successfully analyze route and network performance to devise enhancements to improve service operations and efficiency in the near term. Several also highlight our extensive experience with preparing logical vision plans for transit agencies to lay the foundation for their growth and evolution over time, including the introduction of new alternative modes and services. All represent the kind of work and support that City and DPTS staff can expect from the Benesch project team.

Current contact information also is noted for each related project's client, all of which are public transit agencies that are either independent authorities or municipally governed at the city or county level. We encourage you to contact any of these references about the quality of our staff and work. We believe that you will hear from each a testimony that highlights the positive relationships we have had as we have served as an extension of their staff, as well as their appreciation for the successful work we completed for them.



Mobility-on-Demand (MOD) Service Design
City of Round Rock, TX



EZ-Rider Comprehensive Operations Analysis
Midland Odessa Urban Transit District, TX



Network Redesign/Microtransit Deployment
Palm Tran - Palm Beach County, FL



Mobility Optimization Study
Sarasota County Area Transit (SCAT)



Transit Network Study
City of Owensboro (KY) / Owensboro Transit System
Kentucky Wesleyan College
Owensboro Community & Technical College



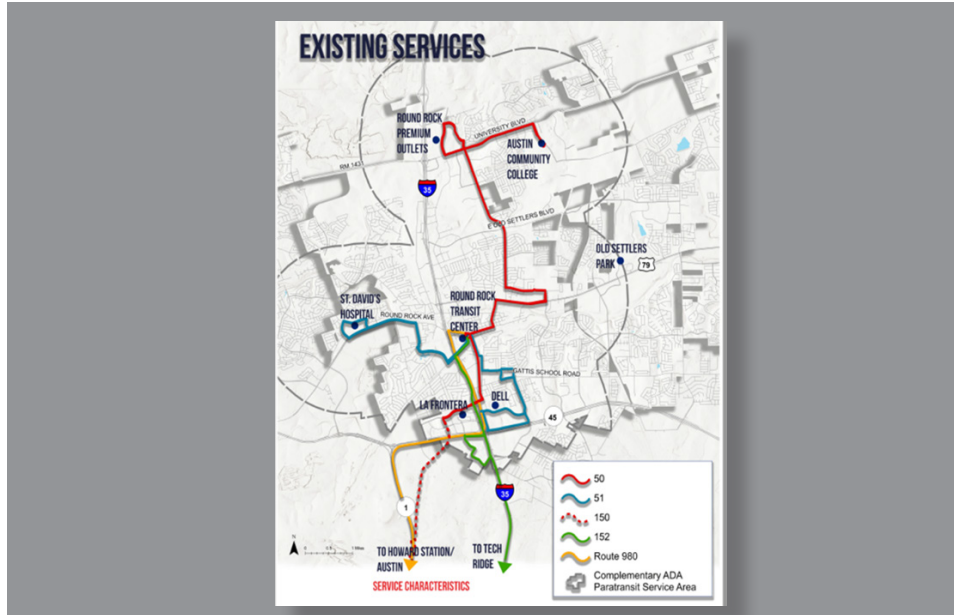
Transit Master Plan
City of Asheville



LeeTran TDP and Comprehensive Operations Analysis
Lee County Transit
Florida Gulf Coast University

Mobility-on-Demand (MOD) Service Design

City of Round Rock, TX



Key Issues

- Restructuring transit networks to be more direct
- Improving route and network connectivity
- Increasing service and connectivity at major trip generators
- Designing services for SaaS and TaaS applications
- Benefits of mobility-on-demand to complement fixed route

Dates of Service

4/2022 - 8/2022

Project Cost

\$49,580

Background: Benesch was engaged by the City of Round Rock to define and develop a mobility-on demand (MOD) service. The study involved assessing existing transit and paratransit services, defining concept of operations for on-demand service, and assessing the feasibility of implementing MOD service. The study developed strategies for changes to the fixed route network, developed an MOD service concept and operating requirements, and recommended phasing strategies to deploy and expand MOD services within the city.

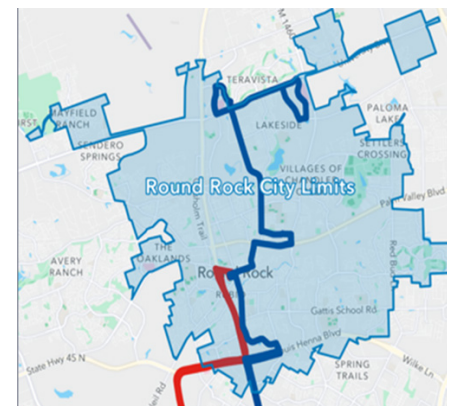
Scope: Integral to these efforts, Benesch worked with the City to understand specific mobility objectives and needs. Benesch developed a series of MOD concepts that included an MOD-only solution, MOD service working in conjunction with local and regional fixed transit and assessing how each concept would impact and serve paratransit demand. The City contracts local and regional express services from Capital Metro and paratransit services from a local provider.

Specific efforts included developing the functional requirements for the software-as-a-Service (SaaS) platform to support each service option, including impacts on riders, operations, policy, and integration with existing systems and services. **The MOD feasibility study defined the MOD service area and phasing, developed on-demand operating rules, response times, operating requirements, operating costs, ridership estimates, and calculated net impacts on ridership and operations. The service strategy recommendation was for the City to acquire MOD services through a Transportation-as-a-Service procurement.** Benesch developed technical specifications for the City for this procurement.

Key Personnel: *Randy Farwell; Taylor Cox; Logan Patterson*

CLIENT REFERENCE

Edna Johnson
Transit Coordinator
City of Round Rock
221 East Main Street
Round Rock, TX, 78664
P: 521-671-2869
E: ejohnson@roundrocktexas.gov



EZ-Rider Comprehensive Operations Analysis

Midland Odessa Urban Transit District, TX



Proposed Project Manager Randy Farwell discusses transit alternatives with Midland/Odessa residents

Key Issues

- Improve the network with modified services tailored towards riders needs

Dates of Service

8/2020 - 6/2021

Project Cost

\$247,916

CLIENT REFERENCE

Kayleen Hamilton
 Assistant General Manager
 Midland Odessa Urban Transit
 District
 10300 Younger Road
 Midland, TX 79706
 P: 432-561-9990, X110
 E: khamilton@ez-rider.org

Background: For the Midland Odessa Urban Transit District (MOUTD), Benesch conducted a Comprehensive Operational Analysis (COA) to evaluate current service performance and efficiency and to develop a roadmap to guide the agency as it moves forward. The effort also included a 10-year vision plan to provide the agency with a tool to improve operations in the short term with service modifications that include input from riders, staff, and stakeholders, and a set of longer-term improvements to be phased in as demand and fiscal capacity allow.

Scope: The visioning effort included a comprehensive public involvement process to identify community needs and interests, which were used as inputs to guide the future growth and evolution of the transit system. **The guiding principles established for the COA, coupled with sound data and operations analyses, were used to craft service recommendations and modify the overall route network.** The focus was on identifying improvements in productivity and efficiency in transit operations, improving directness of travel to help reduce travel times for riders, increasing network connectedness to better serve riders to/from key activity centers, and providing improved operations, reliability and cost-effectiveness.

Key Personnel: *Randy Farwell; Joel Rey, PE, AICP; Taylor Cox; Kayla Huetten*

Network Redesign/Microtransit Deployment

Palm Tran - Palm Beach County, FL



Background: Benesch developed and deployed Palm Beach County's first transit network redesign since 1996. The project included providing lead planning services for Palm Tran for the redesign of the fixed route network of 33 routes plus development of the Go Glades Micro-transit services.

Scope: The project included: transit performance analysis; network redesign; route modifications, additions, eliminations; frequency and span adjustments; scheduling, runcutting, driver pick production; and deployment support. The work was completed through the Route Performance Maximization (RPM) project contract which also served as an extension of staff services contract. The redesign was adopted unanimously by the Palm Beach County Board of County Commissioners.

The network redesign, scheduling and deployment was initiated in March 2018 and was completed with the launch of services on September 30, 2018, a period of seven months. Post service change, Palm Tran's on-time-performance improved from 65% to 85%. The response from passengers was overwhelmingly positive and ridership has continued to increase. **The changes were cost-neutral and modification to low performing routes "paid" for improvements to service span and frequency. The redesign strategy was to better fit service supply with demand, improve connectivity through route network design, add span and frequency to cover work times and make travel more direct and convenient.**

In addition, Benesch developed a microtransit service strategy for Palm Tran Connection, the paratransit service, within the Glades. A rural agricultural community, the Go Glades service was designed initially to provide curb-to-curb shared ride service to the general-public with 2-hour advance notice. The service was free for persons using an ADA ID as an alternative for ADA customers and launched December 2018 as four Flex routes. The service was converted to point-to-point mobility-on-demand (MOD) in April 2020. Benesch created procurement specifications for a SaaS platform which was acquired by Palm Tran and Go Glades began using the Via microtransit platform and app in February 2022.

Key Personnel: *Randy Farwell; Joel Rey, PE, AICP; Taylor Cox; Dave Rynerson*

Key Issues

- Developed the redesign on a tight schedule of 7 months
- Compliance with ADA and mobility-on-demand services
- Redesign needed to accomplish improved efficiency, reduced travel times and increased rider satisfaction

Dates of Service

3/2018 - 9/2018

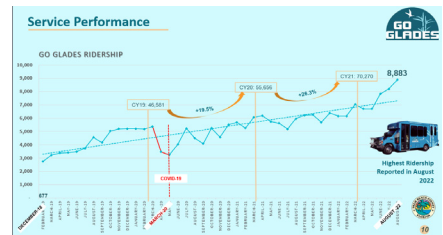
Project Cost

\$565,617

CLIENT REFERENCE

Yash Nagal, PMP
Service Planning & Scheduling Manager
Palm Tran
3201 Electronics Way
West Palm Beach, FL 33407
P: (561) 841-4258
E: ynagal@pbcgov.org

As of June 2022, monthly ridership on the Go Glades microtransit service exceeded 8,000. Ridership includes new riders and a significant shift in riders from paratransit and fixed route. Overall mobility and access to mobility has increased and Palm Tran is planning to expand the service to other parts of the Palm Tran service area.



The chart above shows the average ridership over time reaching 8,883 in August 2022.

Mobility Optimization Study

Sarasota County Area Transit (SCAT)



Background: Sarasota County Area Transit (SCAT) conducted a focused Mobility Optimization study to best position mobility services within the county as we emerge from COVID-19 related restrictions. The goals of the study were to position mobility services to be more effective, productive, responsive, and cost-effective. The study evaluated existing and history service performance, market analyses of mobility needs, and operational performance to identify mobility demand, latent demand, service gaps, and opportunities to improve service delivery performance. The study involved a hybrid in-person and virtual public outreach and engagement process which utilized innovative interactive online mapping tools to allow the public and decision-makers to explore and understand mobility needs, services, and compare these to the recommended optimized mobility network.

Scope: The optimized network eliminated unproductive fixed route services, primarily those operating in areas with a low density of demand and very low levels of productivity. The remaining routes were improved through streamlining route alignments, eliminating large loops, making services more direct to reduce travel time, identifying and improving service connections at a series of mobility hubs, and developing sharedride point-to-point mobility-on-demand solutions (MOD). MOD services were developed for four areas of the county; in some cases the MOD service replaced poor performing fixed routes and in other cases the MOD service was designed as an overlay to streamlined fixed route service. The optimization study included detailed operations planning for the improved fixed route network, using savings to increase frequency in high demand corridors. Efforts included detailed operations planning of the MOD services for each of the four MOD zones, and all scheduling, run cutting, and bid support for the implementation of these services.

The optimized fixed routes and new MOD service launched June 2021. As of July 2022, MOD ridership exceeded 50,000 trips per month, including ADA trips, at an average cost per trip of \$14.09. The service changes expanded access to mobility, increased ridership (40% are persons over age 65), and reduced net operating costs.

Key Personnel: *Randy Farwell; Joel Rey, PE, AICP; Taylor Cox; Dave Rynerson*

Key Issues

- Routes in need of improvement and better connectivity to reduce travel times

Dates of Service

6/2020 - 6/2021

Project Cost

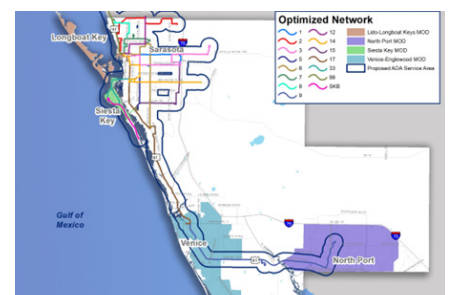
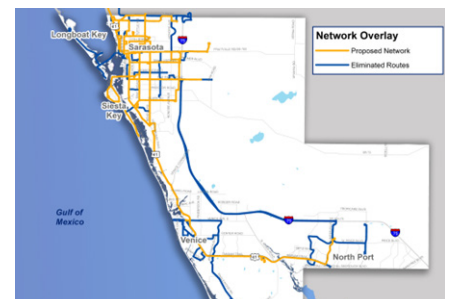
\$222,887

CLIENT REFERENCE

Jane Grogg, Director
Sarasota County Area Transit
5303 Pinkney Ave.
Sarasota, FL 34233
P: (941) 861-5507
E: jgrogg@scgov.net



Above: Average weekday boardings
Below: Existing and eliminated fixed route network; Optimized network with MOD zones.



Transit Network Study

City of Owensboro (KY) / Owensboro Transit System



Background: Benesch completed a Transit Network Study (TNS) to prepare a tiered 10-year vision plan for the City of Owensboro. Its transit system, OTS, operates eight local bus routes and a downtown trolley, carrying approximately 320,000 annual passenger trips. The City has continued to grow over time, with its recent downtown revitalization efforts creating additional growth and related mobility impacts that City leaders hoped to help address through an analysis and optimization of the existing OTS transit services.

Scope: The study evaluated both the socioeconomic context of the existing OTS service area as well as its current transit service performance to develop a roadmap to guide and prioritize transit service and capital investments over the next decade. The TNS involved extensive public and stakeholder outreach, rider and non-rider surveys, and a series of internal staff workshops. In addition, the study completed an analysis of OTS's passenger, operations, and maintenance facilities; developed recommendations for siting a new downtown transfer center; and reviewed the agency's existing organization, staffing, and compensation levels.

A revised network was recommended that would minimize impacts on existing ridership while increasing operational efficiencies, reducing service redundancy to better utilize resources, and preserving coverage to the extent feasible. Additionally, a new site was recommended that would accommodate the desired expanded downtown transfer center while also providing sufficient space to consolidate OTS's administrative, operations, and maintenance functions at a single location. **The recommended network improvements adopted by the City were cost-neutral (no additional buses needed). Nevertheless, the changes still accommodated an improvement in the base service frequency from 45-minutes to 30-minutes (or better, depending on route) with no additional route restructuring required and a phasing over time that would be consistent with the City's fiscal capacity.**

Key Personnel: *Randy Farwell; Joel Rey, PE, AICP; Taylor Cox*

Key Issues

- Owensboro has been growing with downtown revitalization a key focus, led by a new convention center and redevelopment of Smother's Park.
- Despite growth, mobility is still a critical issue, and OTS's services have not been able to keep up with need.
- The current OTS administrative offices and transfer center are in the downtown core on property the City wishes to redevelop.

Dates of Service

3/2021 – 11/2021

Project Cost

\$145,479

CLIENT REFERENCE

Pamela Canary
Transit Manager
City of Owensboro
430 Allen Street
Owensboro, KY 42303
P: 270-687-8574
E: Pamela.Canary@owensboro.org



The recommended network was compared to existing route alignments to show the planned improvements to service.

Transit Master Plan

City of Asheville



Background: Benesch was contracted to prepare a major update of the City's 2009 Transit Master Plan (TMP) to establish a framework for future growth of and investment in transit in the community. The effort included a detailed analysis of existing transit operations, current and projected population and employment, land use patterns and trends and analysis of potential new transit markets and services in the area. Throughout the project, a significant level of meaningful public outreach and engagement was conducted, and information collected was used to guide and shape the plan. Outreach efforts included partnering with Just Economics and other community organizations to identify mobility needs of marginalized populations.

The new Transit Master Plan includes a strategic network redesign that facilitates new crosstown services and improved connectivity, service frequency and span within downtown and the surrounding communities.

Scope: The Transit Master Plan was scoped as a combination Comprehensive Operations Analysis and Transit Development Plan. In addition to a new bus network design, the TMP includes a 10-year service and capital improvement program; recommendations for a new operating and maintenance facility; examination of the fare free zone; recommendations for fare changes, including a fare free option; high-frequency downtown shuttles to connect major activity nodes; a Title VI service equity analysis; development of FLEX service plans for mobility and connectivity in remote locations; and a 10-year financial plan.

Unique Features: It was a challenge to balance efficiency assessments with community needs. Fortunately, the project found success with the help of performance-based decision-making and cost-benefit evaluations.

Key Personnel: *Randy Farwell; Joel Rey, PE, AICP; Taylor Cox; Dave Rynerson*

Key Issues

- Transit network not meeting mobility needs spurred by City's growth
- Staff and public concern for equitable service coverage
- Transit experiencing on-time performance and facility space issues
- Desire for logical framework to guide future evolution of transit

Dates of Service

9/2017 - 7/2018

Project Cost

\$118,161

CLIENT REFERENCE

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LeeTran TDP and Comprehensive Operations Analysis

Lee County Transit



Background: In 2006, there was a focus on system growth; in 2011, a shift on operational efficiency of existing service was the focus area to integrate the 2010 COA; in 2016, the focus was on maintaining existing service with additions for enhanced service on major corridors and connectivity to major employment and residential areas. For the 2020 TDP, FDOT and regional partners (Lee MPO, Collier MPO and Collier County Transit) desired to align the development processes of TDPs and Long Range Transportation Plans (LRTPs) that would be updated in 2020. **Benesch identified common goals and developed an implementation strategy that aligned with all regional partner needs.**

Scope: Benesch prepared the Lee County Transit (LeeTran) Transit Development Plan (TDP) 2020 major update and Comprehensive Operations Analysis (COA). We also assisted with three previous major TDP updates in 2006, 2011 and 2016 and a prior COA in 2010. For LeeTran, the TDP serves as the 10-year strategic planning document that guides implementation of the agency vision. Infrastructure, operational and technological improvement components along with educating leadership were important elements to TDP approval and success for each major update effort.

Due to the desire for enhanced regional plan, coordination with regional support from FDOT and Lee MPO, LeeTran elected to complete its 2020 major update a year early so that it would better align with other regional planning efforts. Because of this, the TDP had to be completed concurrently with LeeTran's COA, which had been scheduled originally to lead into the TDP effort.

Unique Features: Beside the LeeTran TDP/COA, Benesch also completed the Collier County TDP major update and the Lee MPO LRTP Transit Element concurrently, thus ensuring needed consistency, fostering regional coordination and providing extensive local knowledge.

Key Personnel: *Randy Farwell; Joel Rey, PE, AICP; Taylor Cox; Kayla Huetten; Dave Rynerson*

Key Issues

- Identified common goals and concurrent implementation strategies
- Leveraged joint public engagement activities and regional coordination
- Identified potential operating cost savings and service efficiencies to allow resource reallocation to manage growth and regional connections

Dates of Service

2/2020-12/2020

Project Cost

\$455,375

CLIENT REFERENCE

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LeeTran patronage at sheltered locations provide insight to the importance of infrastructure for public transit.



On-site outreach at FGCU regarding university input on transit needs.

SECTION 4:

WORK PLAN

PROJECT UNDERSTANDING

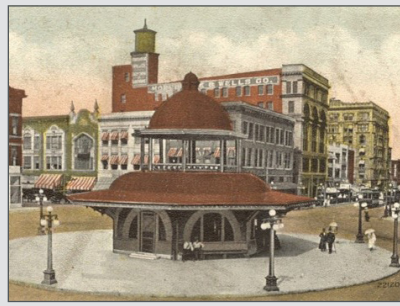
Founded in 1829 and located near the center of Illinois, the City of Decatur is the largest city in Macon County and its county seat. It is situated between I-72, the Sangamon River, and Lake Decatur, and has been known as “Soy City” or the “Soybean Capital of the World” since the 1920s due to its history as a major processor of this grain. The city is widely recognized for its 2,000 acres of park land (it was once dubbed “Park City USA”), its waterfront activities, and the Decatur Municipal Band, which was established in 1857 and has served the city continuously since. Decatur also was the first Illinois home of Abraham Lincoln (1830), as well as the original home of the Chicago Bears (which played as the Decatur Staleys from 1919 to 1920).

The city grew steadily from its inception through 1980, when it achieved a highwater mark for population of over 94,000 residents. Since then, its population has declined somewhat with Decatur reporting 70,522 total residents in the 2020 Census. Regardless of this decline, the city is still vibrant and a key transportation hub in the state with its Midwest Inland Port, five major roadways, two Class 1 railroads, and Decatur Airport. As a result, the city has been nationally ranked as an Emerging Logistics and Distribution Center and also was named a Top 25 Trade City.

Decatur’s current economy primarily is based on industrial and agricultural commodity processing and production, though other major employers in the community include Decatur Memorial Hospital, Decatur Public Schools, St. Mary’s Hospital, and Akorn Incorporated, a generic pharmaceuticals manufacturer. The city is also home to Millikin University and Richland Community College.

The city’s public transportation needs are served by the Decatur Public Transit System (DPTS), which is the primary transit provider in Macon County. DPTS carries on the long heritage of mass transportation in the community as streetcars ran in the city until 1936, and then the private National City Lines provided local bus service until 1971, when the system was officially taken over by the city as a public service via referendum.

DPTS now operates 15 fixed bus routes, 1 deviated fixed route to the Village of Forsyth, and 2 downtown trolley routes on a pulse system with buses connecting at the Senator Severns Transit Center in downtown on Williams



Decatur’s symbol is the Transfer House, an 1896 octagonal structure that was designed by renowned Chicago architect, William W. Boyington, who also designed the famous Chicago Water Tower. The Transfer House was built in the original town square to connect the city’s mass

transit services and serve as a shelter for passengers transferring from one line to another. As automobile traffic in the city increased over the subsequent decades, the structure became seen as an impediment because of its location in the middle of the US 51 highway route through Decatur. It was moved in 1962 to nearby Central Park, where it still serves the city today.

Street. Weekday service operates Monday through Friday from 5:30 AM to 7:15 PM, with Saturday service from 6:15 AM to 7:15 PM, and the new four-route Sunday pilot service running 9 AM to 6 PM. According to most recent federal National Transit Database (NTD) statistics for FY 2021, DPTS carried 800,680 passenger trips on its fixed route service and another 12,879 trips on its complementary paratransit service, Operation Uplift, providing 1,029,030 revenue miles of service with a total operating cost of over \$7.3 million

We understand that the City of Decatur recognizes the need to assess DPTS’ existing bus routes and other services with the key goal of identifying “recommendations for service design and improvements for the overall system’s operational efficiency and effectiveness.” However, we also recognize that it can be challenging to determine service improvement needs, prioritize them given existing resources, and plan for their phased implementation over time, especially as public transit agencies around the US are still trying to cope with recovering from the significant impacts to services, staffing, and ridership wrought by the COVID pandemic, the introduction of new technologies, and other impactful effects of other ongoing evolutionary shifts in the industry. This is what makes this COA effort and the plan resulting from it so important for the City, DPTS, and local constituents. It can be the primary catalyst for helping address local mobility needs over time as well as serve as needed guidance to help bolster local transit service efficiency and effectiveness in the near term. It also can make the case that at some point in the future new revenue streams may be necessary to grow the system to better help meet any potential latent mobility needs that also may be identified as part of the analysis process.

It is with this understanding of the current local conditions in Decatur that are naturally impacting DPTS and its service operations that the Benesch Team has crafted our proposed approach presented throughout the rest of this section.

SECTION 4: WORK PLAN (CONT.)



TASK 0: Project Initiation & Management

- 0.1: Project Management Plan
- 0.2: Project Administration



TASK 1: Create Technical Advisory Committee

- 1.1: Technical Advisory Committee (TAC)
- 1.2: TAC Meetings



TASK 2: Host Kickoff Meetings

- 2.1: City/QTL Staff Kickoff Meeting
- 2.2: TAC Kickoff Meeting
- 2.3: Public Outreach



TASK 3: Conduct Route-by-Route Analysis

- 3.1: Service Data Analysis
- 3.2: System Network Analysis
- 3.3: Route Analysis
- 3.4: Field Review



TASK 4: Conduct Passenger Use/Satisfaction Survey

- 4.1: Fixed Route Survey
- 4.2: Baseline Assessment Report



TASK 5: Assess Transit Demand

- 5.1: Operating Environment Conditions Analysis
- 5.2: Transit Market Analysis
- 5.3: Other Local Plans & Data Review



TASK 6: Analyze DPTS Vehicle Fleet

- 6.1: Vehicle Fleet Review
- 6.2: Vehicle Fleet Recommendations



TASK 7: Identify & Assess Opportunities

- 7.1: Needs Assessment
- 7.2: Strategies Development
- 7.3: Evaluation Criteria & Prioritization Process Development
- 7.4: Budget Scenario Considerations
- 7.5: Tiered Recommendations
- 7.6: Implementation Plans
- 7.7: Financial Plan



TASK 8: Perform Equity Analysis

- 8.1: Title VI Assessment



TASK 9: Write Draft & Final Reports

- 9.1: Draft & Final Report
- 9.2: Presentations

PROJECT APPROACH

The following tasks and subtasks detail the efforts proposed for the completion of the Comprehensive Operational Analysis effort for the City and DPTS within the City's desired timeframe, our summary schedule for which is included at the end of this section. It is important to recognize that the tasks and subtasks proposed herein are designed to respond to the City's tasks in the RFP's Scope of Work.

0 1 2 3 4 5 6 7 8 9 Task 0: Project Initiation & Management

We understand the importance of providing oversight, quality control, and transparency throughout the life of any project. As such, we have added this supplementary task to set the parameters for completing the COA effort successfully, including development of a Project Management Plan and administration of the overall effort throughout the life of the project.

Subtask 0.1: Project Management Plan

Upon receiving Notice to Proceed, we will develop a Project Management Plan (PMP) to summarize the objectives, structure and strategy for the overall effort. The PMP also will provide additional detail on and delineate specific roles and responsibilities for each task, include a more detailed project schedule with key milestones, and outline the study's coordination and communication protocols, as well as our QA/QC process. The PMP will be prepared and distributed prior to the kickoff meetings introduced in Task 2.

Subtask 0.2: Project Administration

As part of executing the PMP, brief bi-weekly conference calls between key members of our management team and the City/DPTS project manager will be held. Other team members or staff also may participate, as appropriate. In addition, monthly progress reports will be prepared and submitted with project invoices. This task also will include the implementation of all elements of our internal QA/QC process throughout the COA effort to ensure that all data analyses, needs assessments, recommendations, and written content are logical, correct, and easily understandable.

0 1 2 3 4 5 6 7 8 9 Task 1: Create a Technical Advisory Committee

Also at project outset, we will work with City and DPTS staff to create a Technical Advisory Committee to help oversee the COA study process, provide input throughout the effort, and review all deliverables.

Subtask 1.1: Technical Advisory Committee (TAC)

The creation of the TAC first will involve the development of an invitation list of key stakeholders identified by staff for inclusion. Once staff have finalized the list, we will send out email invitations to the group to solicit and encourage their participation in the

SECTION 4:

WORK PLAN (CONT.)

TAC. It is envisioned that potential key members of this group will include the Illinois Department of Transportation (IDOT), the Decatur Urbanized Area Transportation Study, Millikin University, Richland Community College, and other municipalities proximate to the current DPTS service area.

Subtask 1.2: TAC Meetings

It is envisioned that a total of four meetings will be held with the TAC throughout the course of the project. The first meeting will be a kickoff event at the outset of the project, which is further described in Task 2. The second meeting will be held at the end of the on-site investigation phase to discuss process and interim findings. The third meeting will be held during the needs identification phase in which potential alternative solutions to address the needs also will be developed so that TAC input into the process to prioritize needs and potential solutions can be accommodated. The fourth and final meeting will be held toward the end of the effort during the final development of the project documentation to review the draft plan with the TAC. We will prepare for and lead each of the meetings with guidance and support from City and DPTS staff. We also will provide TAC members with pertinent meeting materials as needed and summarize the results of each meeting. As feasible, we will schedule the meetings during planned site visits to help minimize travel budget impacts and so that they can occur in person. However, one or more of the meetings may need to be scheduled as virtual affairs if and as necessary due to schedule needs and/or TAC member availability.

0 1 **2** 3 4 5 6 7 8 9

Task 2: Host a Kickoff Meeting

After the project has been initiated and a TAC established, we will work with staff to schedule and conduct a project kickoff meeting to introduce the effort, as described in the following subtasks. The meeting will be scheduled to occur during the team's initial trip to Decatur to begin immersing ourselves in the community and specifically the DPTS service area.

Subtask 2.1: City/DPTS Staff Pre-Kickoff Meeting

A preliminary virtual kickoff meeting with City and DPTS staff will be scheduled, prepared for, and held to introduce staff to our team and ensure that both groups are "on the same page" regarding the overall scope, project objectives, and desired deliverables for the COA study process. During the

meeting, we also will discuss the agenda and format for the subsequent, more formal in-person kickoff meeting with the TAC.

Subtask 2.2: TAC Kickoff Meeting

Next, we will schedule and hold a kickoff meeting with the TAC after the pre-kickoff meeting with staff has occurred. As noted previously, the meeting will be scheduled during our team's initial trip to Decatur so it can be held in person at the DPTS facility. It will cover major project discussion items, including the project scope, desired study objectives, data needs list, planned deliverables, and the proposed components and schedule of the public outreach plan (introduced and discussed further in Subtask 2.3) in order to get the TAC members up to speed on the overall planned effort as it is initiated.

Subtask 2.3: Public Outreach

In addition to the meetings discussed herein and the survey effort presented subsequently in Task 4, the assessment of DPTS transit services will benefit from outreach with the local community to help us understand use of the existing system and latent mobility needs. We will facilitate a community engagement process that will encompass an appropriate range of activities to educate, inform, and gather input from the public and various stakeholders. We will develop a brief Public Involvement Plan to summarize our proposed engagement activities and highlight how we will track and utilize input, and this will be presented and discussed at the TAC kickoff meeting.

The activities will include both in-person and virtual opportunities to enhance the ability of the general public to participate. Following are brief bulleted descriptions of the types of engagement strategies we propose to use for this effort.

- **Stakeholder Interviews:** Up to 10 stakeholder interviews will be conducted to gain knowledge of the perceptions and attitudes of community decision-makers and leaders towards transit. The interviews will be guided by an interview script that will be reviewed with staff prior to the first interview.
- **Rider Survey:** DPTS' fixed route bus service will be surveyed to gather information from existing riders. This survey is discussed in more detail in Task 4.
- **Public Online Survey:** To better understand the needs and concerns of the general public, and specifically

SECTION 4:

WORK PLAN (CONT.)

persons who do not use DPTS services currently and/or cannot participate in other outreach events, we will conduct an online survey. Development of the survey will be coordinated with staff, with its primary focus on identifying mobility needs in the community.

- **Discussion Group Workshops:** We will conduct two discussion group workshops that will involve small groups of participants in an intimate meeting setting to facilitate more in-depth discussion about issues and needs. Potential workshop candidates may include members from the business, health, social service, and education communities, as well as local chambers of commerce and active stakeholder groups.
- **Public Meetings:** Our team will prepare for and facilitate up to two public meetings to support the COA study. The first public meeting will occur early in the investigative phase of the effort to educate attendees and collect comments and input on unmet mobility needs. The second will occur later in the study process to obtain perceptions on and priorities for proposed service recommendations and the overall vision for the enhancement of DPTS fixed route service. The meetings will be held at accessible venues in the service area and will piggyback on planned events as feasible to enhance turnout.

Task 3: Conduct a Route-by-Route Analysis of DPTS' Fixed Route Services

In this type of assessment project it is critical to understand the transit system's operating environment and its operating performance. While Task 5 will discuss how our approach will cover the contextual environment in which DPTS operates, this task focuses on the actual functioning of the system. To this end, our team will collect and analyze a wide variety of transit operations information as it will be critical in helping us understand demand for and supply of transit services, the effectiveness of DPTS' performance in meeting mobility needs, and any existing gaps between needs and services—all aspects that help highlight the general health of a transit system.

Subtask 3.1: Service Data Analysis

Working with DPTS staff, we will collect historical data on service levels and ridership for the agency's fixed route service, as well as any established agency performance

standards with which to adjudge effectiveness and efficiency. This data will be analyzed and the results integrated into the subsequent review of existing operating environment conditions, as appropriate. It is anticipated that DPTS' NTD reports will be used for this purpose to ensure analysis of consistent and validated data. We anticipate reviewing the following, as available:

- Route/system-level operating statistics
- Existing ridership
- Fare structure and farebox data
- Prior patron surveys/profiles
- Route/system-level financial information
- Available mapping of existing network (GTFS)
- Recent and planned service changes

Subtask 3.2: System Network Analysis

We will use analytical and outreach results to assess how well the system network functions as a whole and identify opportunities to improve productivity, cost-effectiveness, and service utilization. During this process, we will begin evaluating potential transit needs given service area characteristics, service supply, and operational performance metrics. Fundamentally, the system analysis will examine a range of operational and service structural considerations (e.g., efficient core service vs. geographic coverage, radial vs. grid network, etc.), with particular focus on the relationships between service area characteristics, density of demand, service coverage, service frequency, service span, density of service supplied, and operational performance and cost metrics essential to optimizing service within existing fiscal capacity.

Subtask 3.3: Route Analysis

Whereas the system analysis will look at how well the transit network works as a whole, the route analysis (often referred to as a "line-by-line" analysis) will help us understand how well each individual route of the network performs in serving demand within its service area, including providing connections to other routes and locations in the service area. DPTS stop-level ridership data and information from the previous tasks and analytical results will be used to evaluate each DPTS route (whether fixed, deviated, or trolley) in terms of route productivity, on-time performance, purpose, activity centers served, frequency, load profile, days and hours of service, and cost, among other pertinent performance metrics. Ultimately, the route analysis will identify and rank

SECTION 4:

WORK PLAN (CONT.)

routes based on relative performance, including recognition of each route's function and market.

It is important to note that the critical element for this analysis will be the stop-level ridership and route performance data for each DPTS route. According to the RFP and Addendum #1, DPTS uses tablets to enter stop-level service and utilization data. As feasible, we will use this information to also compile on-time performance and running-time information. This will allow us to sample bus stop-level ridership activity and other key operating metrics for all current routes over a fixed period to ensure we have sufficient data with which to analyze each one. After collection and any necessary "cleaning" of the data, we will have a ridecheck database that can help document the following key route-level results:

- Boardings and alightings by stop
- Time-of-day utilization
- Segment utilization
- On-time performance and actual running times
- Average trip load
- Maximum trip load

The collected on-time performance and running time data also will be compared with scheduled time points and running times. This will help support the assessment of bus stop location efficacy for each route (in terms of dwell time impact), as well as DPTS' current flag stop policies. Detailed data summaries will be provided in an appendix to the final documentation.

Subtask 3.4: Field Review

As the best way to get to know an agency's transit service is to experience and observe it directly, we also will conduct a field review of DPTS' bus and trolley routes by either trailing a bus while it is in revenue service or riding on the bus (or both, as needed). This type of in-field assessment will lead to an enhanced understanding of issues and concerns that may be identified from our various technical analyses and/or discussion with staff. Additionally, if service operations will allow, informal conversations with DPTS operators also will be accommodated during the field review trip to help vet rider input and provide important insights into route-level and system network issues related to operations, safety, scheduling, etc.



Task 4: Conduct a Passenger Use/Satisfaction Survey

As noted previously in Task 2 in the discussion of public outreach activities, a major element of the process will involve a survey of a sample of DPTS fixed route bus patrons.

Subtask 4.1: Fixed Route Survey

A sampled intercept survey of DPTS fixed route patrons will be conducted to obtain information related to the characteristics, preferences, and satisfaction of current riders. The intercept survey methodology and implementation will be coordinated closely with staff to ensure that study objectives are met and data collection efforts are efficiently integrated with service operations. In addition, the survey questionnaire will be developed in conjunction with staff to ensure appropriate topics are covered, such as travel behavior, origin/destination, demographics, and suggested improvements.

The intercept survey interview process will occur at the main transfer hub, Senator Severns Transit Center, located in downtown on Williams Street. Given that all of DPTS' fixed routes connect at this location, the intercept methodology will be a cost-effective way of sampling riders for participation in the survey effort. The survey is expected to cover a sample of DPTS bus riders for key times of day for a representative weekday, Saturday and Sunday of service. Our team will target the collection of at least 500 completed surveys with representation from all routes, which will more than ensure statistical significance for system-wide results based on a confidence level of 95% with a margin of error of 10%. As needed, the survey also can be developed in an alternative language.

Subtask 4.2: Baseline Assessment Report

After completion of the survey, we will draft a Baseline Assessment Report to summarize the results from Tasks 3 and 4, including the line-by-line fixed route analysis and the findings from the three surveys. This document also will include a summary of any other public outreach efforts and input completed to this point. The draft report will be submitted in electronic format to staff and the TAC (including the IDOT representative) for review. The results also will be presented at the second TAC meeting, which will be

SECTION 4:

WORK PLAN (CONT.)

scheduled around the completion of these tasks. All relevant comments received will be addressed in a final version of this interim document, which subsequently will be incorporated into the full draft study report.

0 1 2 3 4 **5** 6 7 8 9

Task 5: Assess Transit Demand

As noted in the introduction to Task 3, the critical step in any transit planning and/or analysis effort is to gain an understanding of two key factors: how the transit system is functioning and the context in which the system's services are operating. This is because transit service functions best in an environment when it knows its capabilities and responds appropriately to the regulatory, geographic, environmental, land use, developmental, political, and/or socio-economic factors present within its operating service area. Since all of these factors impact the provision of transit services, it is critical for transit service providers to understand them. So, as Task 3 assessed DPTS' fixed route services, this task will focus on examining the demographic, socioeconomic, and operating contexts of its service area.

Subtask 5.1: Operating Environment Conditions Analysis

We will collect appropriate local data to document and assess the pertinent conditions under which DPTS provides its transit services. This review will help us better understand the current environment in which the system operates and will supply critical base data needed for other tasks. The documentation process will include tables, maps, and graphics that describe and illustrate the operating environment within the transit service area as well as that of neighboring communities (e.g., Bearsdale, Forsyth, Harristown, Long Creek, Mount Zion, and Turpin). Coordination will occur with staff and other local agencies, as necessary, to identify the best local information for current conditions. Secondary sources will be used as available (e.g., 2020 Census, current American Community Survey Five-Year Estimates data, American Housing Survey, Longitudinal Employer-Household Dynamics, etc.). Examples of information to be compiled from existing sources, as available, include:

- Physical description of service area
- Population characteristics and trends

- Demographic characteristics and trends
- Housing, employment, and related densities
- Current and future land use and densities
- Major activity centers, key corridors, and trip generators
- Travel demand patterns, and commuting trends
- Roadway and traffic conditions
- Other conditions as available and beneficial for context

Subtask 5.2: Transit Market Analysis

Since an important aspect of any transit planning process is to ensure that the resulting vision for transit accommodates areas within the operating environment that are not served (or are underserved), yet have latent ridership demand for transit services, we also will conduct a latent demand analysis to address the possibility of unserved/underserved demand. The latent demand analysis will use a number of innovative and transit-specific planning and market analysis tools that assist in identifying transit-supportive populations and travel markets. These tools include the following and are described further in the graphic on the following page:

- Transit Orientation Index (TOI)
- Density Threshold Assessment (DTA)
- Activity Center Analysis
- Travel Flow Analysis (person-trip desire lines)

Key innovations included in the assessment of local conditions are the TOI and the DTA, two GIS-based analyses pioneered by Benesch transit staff. The TOI is used to measure levels of transit dependency within a particular geographical area and helps assess existing transit coverage in comparison to areas with population that has a greater propensity for potential transit use. The DTA supplements the TOI analysis by illustrating the relationship between the discretionary market, which includes potential riders living in higher density areas of the region, and the use of transit as a commuting alternative. As density increases, areas generally become more supportive of transit, so the DTA assists in determining the presence of optimal conditions for varying levels of transit service.

Subtask 5.3: Other Local Plans & Data Review

Key recent local plans and/or studies that may have a direct bearing on the considerations for public transportation services in the City of Decatur or greater Macon County region will be reviewed, as well. Major elements identified

SECTION 4:

WORK PLAN (CONT.)

MARKET ANALYSIS TOOLS

Transit Orientation Index (TOI)

The TOI identifies areas of the community with greater traditional transit market potential (older adults, youth, low-income, no vehicle). The objective of this tool is to assess the traditional transit market potential. In addition to current Census 2020 information, recent information from other supplementary sources (such as American Community Survey, Longitudinal Employment & Household Database, ESRI, etc.) will be used, as available and applicable.

Density Threshold Assessment (DTA)

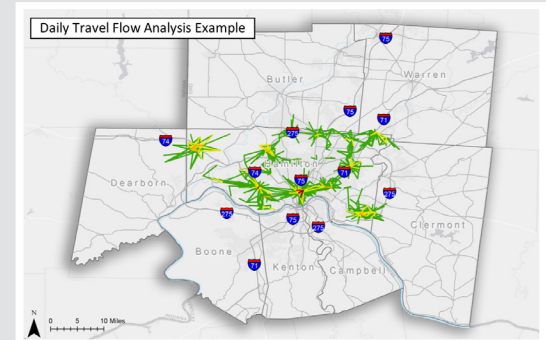
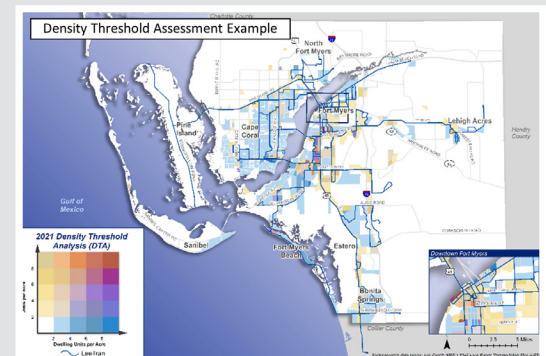
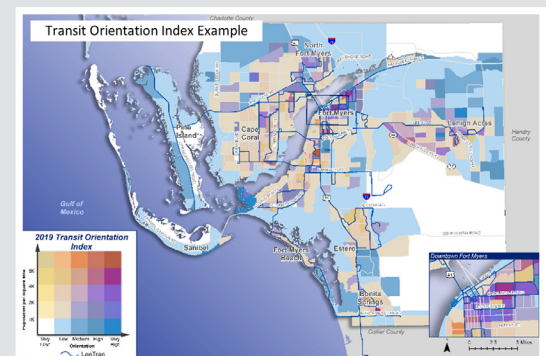
The DTA considers various dwelling unit and employment density thresholds for increasing transit investments. The objective of this tool is to assess the overall transit market potential (traditional and discretionary transit markets).

Activity Center Analysis

Key activity centers and trip generators are identified from existing sources of data from DPTS, the City of Decatur, Macon County, and/or other agencies in the area. Transit access to these activity centers is evaluated as part of the analysis.

Travel Flow Analysis

A travel flow analysis is conducted using local travel demand forecasting model data, if and as available. Travel demand model information provides a large quantity of travel data, including zone-to-zone travel patterns, trip types, and trip time information. The model information can be grouped to reflect larger zones, and matrices can be produced that provide trip information between those zones and that can be used to identify commuter travel markets that may need additional transit service.



in the documentation that may be impactful to transit will be highlighted and summarized. Additionally, we will work with DPTS staff to identify and consider any recent requests for additional (new), extended (temporal), and/or expanded (geographical) DPTS service within the bounds of Macon County to ensure that they are considered with other analytical results.

0 1 2 3 4 5 **6** 7 8 9

Task 6: Analyze DPTS Vehicle Fleet

In addition to examining DPTS' services and operating environment, this COA effort also will consider a key element

of the agency's capital needs by assessing the composition and use of its vehicle fleet. This assessment is the focus of the following subtasks.

Subtask 6.1: Vehicle Fleet Review

In this task, our team will examine the existing DPTS vehicle fleet composition in relation to its functionality and how vehicles are being utilized in regular service. The objective will be to help determine whether the current vehicles are able to handle ridership demand impacts (e.g., peak loads, wheelchair lift use, etc.) successfully now and into the foreseeable future. Findings from this review then will be used to develop recommendations for potential future vehicle fleet needs in the next subtask.

SECTION 4:

WORK PLAN (CONT.)

Subtask 6.2: Vehicle Fleet Recommendations

Using the results from Subtask 6.1, our team will recommend potential strategic improvements to the DPTS vehicle fleet over time that could improve overall service performance, promote efficiency of operations, and or enhance the riding experience and satisfaction of system patrons. Suggested improvements may range from new vehicles with different sizing and or/propulsion attributes, to replacement and/or add-on equipment to deal with noted issues, to additional advanced on-board technologies to better serve riders and facilitate their use of the system.

0 1 2 3 4 5 6 **7** 8 9

Task 7: Identify & Assess Opportunities for the Development of Future DPTS Services

We will use the results of the analyses, assessments, and outreach to identify potential near-, mid-, and long-term transit service and capital improvement needs for the City and DPTS. This needs assessment process then will lead into a strategies development phase specifically geared to first conceptualize and then prioritize (using specific evaluation criteria established for the COA) logical alternatives to address the needs, given three potential future funding scenarios. Finally, an implementation plan with a corresponding financial component will be prepared to show the phasing of recommended improvements given the most feasible funding scenario and over the three key timeframes.

Subtask 7.1: Needs Assessment

First, we will evaluate the need for new, improved, modified, and/or expanded transit service as well as other related enhancements that may be necessary to bolster the mobility that DPTS is able to provide. The information and analytical results from previous tasks will be critical at this stage since, to develop logical recommendations for new service and/or service enhancement, the unique interaction of service area, service demand, and service supply in the City first must be understood to enable the identification of any existing geographic/temporal gaps between needs and services. The latent demand-related analyses discussed previously also will be used as part of this process to assess traditional and discretionary transit markets and help identify potential target markets for service improvements, even for outlying communities in Macon County that are not currently served. Other considerations may include capital improvements,

especially related to any noted enhancement opportunities for the vehicle fleet.

Subtask 7.2: Strategies Development

Once we have a firm grasp on the range and scale of the transit service- and capital-related needs, we will identify and develop a menu of transit improvement strategies that could help bridge the gap between identified needs and currently-available services. The goal will be to best meet the desired vision for DPTS' public transportation services in the next five years (and beyond), which may range from simple growth of the existing transit services offered to consideration of adding new and innovative service delivery concepts to a complete re-visioning of all current services. Possible alternatives that may be considered could include the following:

- Route/network modifications (e.g., alignment, coverage, connectivity, deviation, etc.)
- Operating characteristics changes (e.g., frequency, schedule, span of service, holidays, etc.)
- Transfer hub network additions/modifications
- New fixed/flex/microtransit/circulator service introduction
- Technology/vehicle/capital improvements

The goal of this process will be to identify logical transit improvement strategies that will not only best meet the desired vision for transit in the community, but also will be logical and sufficiently actionable so that, if they are prioritized and phased in the implementation and financial plans, they truly will be implementable. For example, the emergence and real-world demonstration of successful on-demand services (Mobility-on-Demand and microtransit) may provide significant potential to achieve expanded access to mobility and potential net cost savings from blending general public on-demand services with ADA services. One thing critical to note here is that the initial development of alternatives will not yet consider cost since this factor will be addressed in the prioritization process. This will allow the eventual development of a list of unfunded needs that may not have funding now, but could be ready to advance if additional revenue streams became available in the future.

Subtask 7.3: Evaluation Criteria & Prioritization Process Development

After needs have been identified and potential service and capital program strategies and alternatives have been

SECTION 4:

WORK PLAN (CONT.)

developed, our team will prepare an evaluation framework, with City and DPTS staff input, to help prioritize the identified alternatives for possible inclusion in the final recommended implementation plan and corresponding financial plan. Specific evaluation criteria will be identified that will address each type of project. The criteria may be qualitative or quantitative in nature; however, accommodation will be made to ensure that some will address federal compliance issues (e.g., Title VI, EJ, ADA, etc.). The primary goal of establishing this framework will be to advance transit improvement alternatives that will not only best meet the desired vision over the COA implementation horizon, but also will be logical and sufficiently actionable so that, once prioritized and phased, they truly will be implementable.

Subtask 7.4: Budget Scenario Considerations

In addition to the evaluation framework, the City's RFP has requested another structural component to be used to assess the application of potential alternatives to identified needs to develop a cogent 5-year plan for DPTS: consideration of three possible budget scenarios:

- **Scenario A:** Budget Neutral (i.e., operating budget remains the same)
- **Scenario B:** Budget Growth (i.e., operating budget increases by some undetermined amount)
- **Scenario C:** Budget Decline (i.e., operating budget either decreases or only short-term funding for improvements is identified)

As the various potential alternative improvements are considered in terms of the aforementioned evaluation framework, the viability and prioritization of each potential solution also will be stratified in terms of which budget scenario(s) they would fit into based on potential implementation cost. How each potential improvement fits into each of these two prioritization schemes will be a significant determining factor in whether and/or how a given improvement will be included as a tiered recommendation in the final DPTS plan.

Subtask 7.5: Tiered Recommendations

Using the transit improvement strategies that ultimately get prioritized for inclusion and also meet the parameters of the appropriate budget scenario anticipated by staff, we will develop a three-tiered program of operational and capital

recommendations for service additions, modifications, and/or improvements to better match local market demand (existing and latent) for mobility and to yield more robust operational performance and service quality within the anticipated future fiscal constraints. The specific recommendations will be phased logically over a five-year planning period, which is typical for short-range transit planning studies similar to the City's COA effort. The implementation timeframes will be accommodated as follows.

- **Immediate (2023-2024) Recommendations:** This initial stage is expected to include enhancements to existing transit services (e.g., frequency-of-service adjustments, day/span-of-service adjustments, modified routing, etc.), necessary capital improvements, and other recommended items that are higher priority, easier to implement, and/or lower-cost or cost-neutral in nature to facilitate implementation in the more immediate future (0-1 years).
- **Intermediate (2025-2026) Recommendations:** In addition to the more immediate improvements, it is anticipated that some recommendations will be developed that either are not as immediate in terms of need or are sufficiently extensive enough to require some level of additional planning and time to implement. As a result, such intermediate improvements are expected to be accommodated over the next 2-3 years of the implementation timeframe. Some of these recommendations could include technology/vehicle acquisition, bus stop infrastructure enhancement, or various smaller-scale network-level enhancements.
- **Longer-Term (2027-2028+) Recommendations:** The results of the overall evaluation process also may identify more longer-term needs of DPTS transit service that should be addressed, but may require more time because of the need for additional resources. Such needs also may necessitate changes in existing policies or operational philosophy that will require a greater period of time to introduce (e.g., major route network modifications). In addition, some of the recommended changes may involve proposed alternative service types and/or new services in currently-unserved areas of Macon County (e.g., introduction of Mobility-on-Demand/microtransit service, expansion of fixed route network, etc.). These types of recommended changes and improvements will be phased such that they will be included in the last two years of the five-year planning horizon, and possibly beyond.

SECTION 4:

WORK PLAN (CONT.)

This phasing will facilitate the process to prepare the implementation plan in the next task.

Subtask 7.6: Implementation Plan

The three sets of tiered recommendations will be combined to form a comprehensive and operationally feasible program for staged transit service improvement and growth in DPTS' service area, the city, and the surrounding county. This strategic program also will include related transit capital improvements, including a fleet replacement plan that accounts for any desired changes in the current vehicle fleet. The result will be a phased, logical implementation plan that will identify the best set of options for serving mobility demand and needs in the region over the next five years (i.e., through FY 2028) and beyond. The plan also will provide appropriate guidance and agency roles for carrying it out, including specific implementation strategies for the recommended projects and an overall timeline to guide the process.

The specific phasing of the recommended improvements will acknowledge their appropriate priorities and timeframes, as well as existing conditions. For example, in the case of technology improvements, the team will review and account for existing technology in place at DPTS and provide staff with recommendations for new transit technology integration over the length of the vision, as feasible, based on the age and condition of the existing technology. Guidance also will be provided in terms of operational considerations (frequency, running time, span of service, alignment, capital equipment needs, O&M costs, etc.) and proposed maps/schedules/timetables for any priority service implementations that are recommended during the timeframe.

Subtask 7.7: Financial Plan

Complementing the implementation plan will be a financial plan that will identify the annual projected operating and capital costs of maintaining the existing DPTS system based on current budget experience and anticipated ongoing revenue streams. It will add the estimated operating and capital costs of implementing the tiered recommended service and capital improvements over the life of the proposed five-year plan, based on appropriate unit costs. For the plan, all costs and revenues will be presented in current-year dollars and inflated for year of expenditure,

with full assumptions outlined and documented. Additionally, the financial pro forma spreadsheet we will develop for this purpose will be based in Microsoft Excel and will be user-friendly with identified data entry cells so that DPTS staff will be able to use it over the course of the plan's implementation for operating and capital cash flow planning.

The financial plan development process will help determine DPTS' fiscal capacity to support the implementation plan's vision and objectively document anticipated "initial" revenue from which to scenario-plan its ability to fund existing transportation services and proposed new services. As appropriate, guidance also will be provided on potential new funding sources that may be pursued by DPTS to help implement specific recommendations in the plan for which there are either insufficient or no current fiscal resources. We will highlight potential advantages and disadvantages of each source, primarily focusing on benefits, ease of implementation, documented success, and potential barriers to use, thereby providing staff with guidance on the most appropriate funding targets for any phased future improvements, regardless of whether they are local, state, or federal in nature.

0 1 2 3 4 5 6 7 **8** 9

Task 8: Perform Equity Analysis

It is possible that some of the proposed changes included in the final implementation plan may have disparate impacts on protected segments of the population per federal Title VI and Environmental Justice (EJ) guidelines. So, it will be prudent to ensure that these changes will be equitable if implemented.

Subtask 8.1: Title VI Assessment

To ensure equity for any proposed service enhancements, the recommended changes to routes and/or the network, including any changes to service span and frequency, will be examined based on impacts to identified Title VI/EJ areas within the DPTS service area. The analysis will focus on service equity as defined through Federal Transit Administration guidance, and the findings and recommendations for mitigation, if any, will be documented and reviewed by City and DPTS staff.

SECTION 4:

WORK PLAN (CONT.)

0 1 2 3 4 5 6 7 8 9

Task 9: Write Draft & Final Reports

Upon completion of all the previous phases and tasks, we will use the resulting information, from operating environment conditions to public input to analytical results and phased recommended solutions, to prepare a final COA Report for DPTS. The report will include the strategic implementation and financial plans that will set the vision for transit in the City of Decatur and surrounding community over the next five years (and beyond).

Subtask 9.1: Draft & Final Report

Using the Final Baseline Assessment Report from Task 4 as an initial foundation, we will add the analyses and results from all subsequent tasks to prepare a complete Draft COA Report. The draft report will then be submitted in electronic format to City and DPTS staff and the TAC for review and comment. Comments provided will be addressed to prepare the Final COA Report. Once finalized, we will produce and submit one (1) unbound original and three (3) printed and bound copies of the Final COA Report to staff. Additionally, we will prepare and deliver one (1) flash drive containing all pertinent report documentation in Microsoft Office suite and PDF formats, including the reports, graphics, presentations, maps, and associated ArcGIS shapefiles. Additionally, the mapping for any new routes and/or proposed route modifications will be provided in GTFS format, as well, to permit subsequent use in Google Transit.

Subtask 9.2: Presentations

Finally, we will develop a user-friendly, graphical presentation using Microsoft PowerPoint over the course of the COA and plan development process to support the communication and approval of the Final COA Report. Using this PowerPoint, up to two (2) presentations will be made to summarize the study activities and results. The first presentation will be to the TAC and will be made during the committee's fourth and final meeting. The second presentation will be to DPTS' Board of Directors and will support the final approval of the resulting plan. The presentation file also will be included in electronic format on the final project flash drive so that DPTS staff will be able to use it for other purposes after the COA process concludes.

PROPOSED PROJECT SCHEDULE

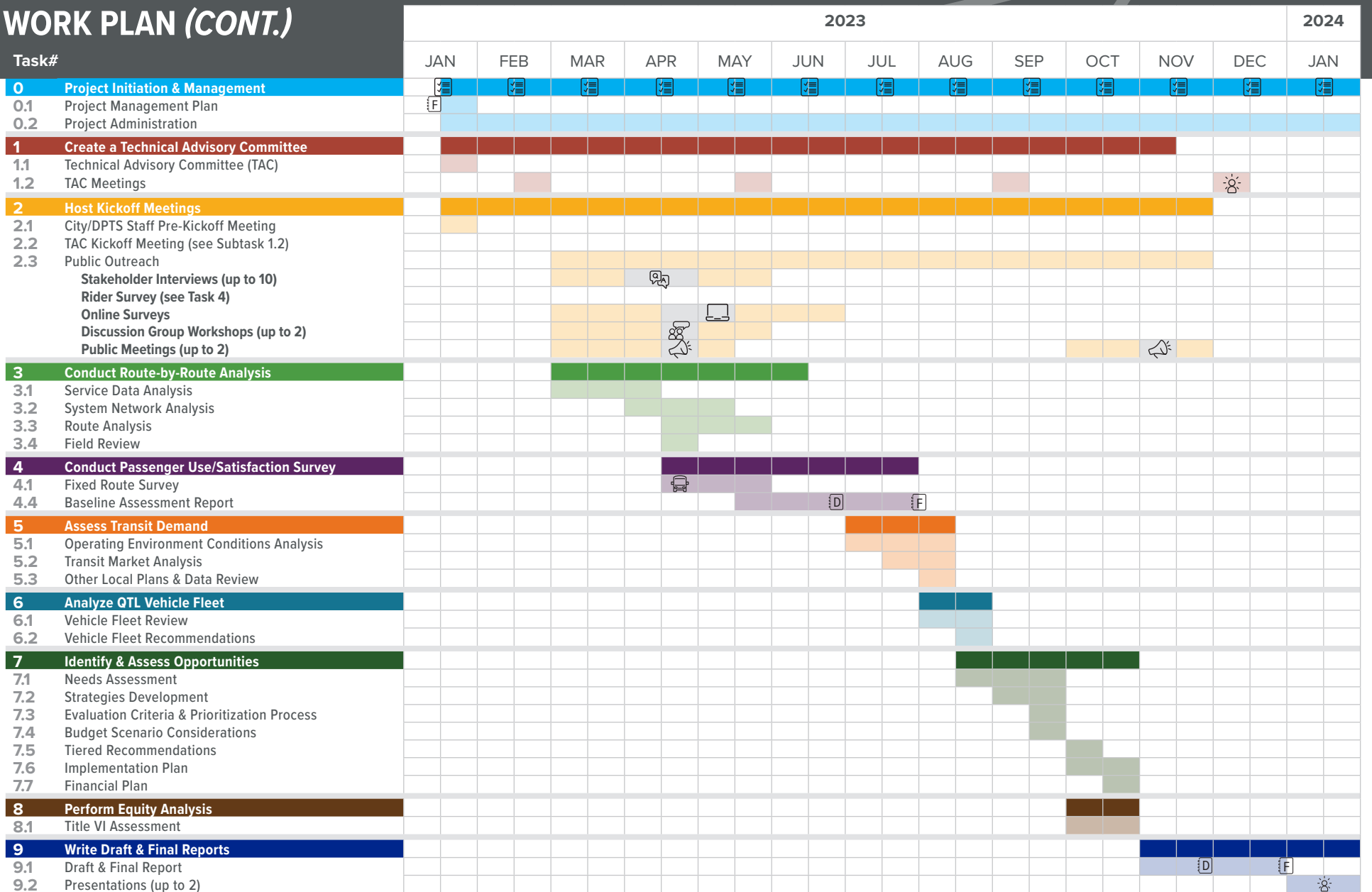
Though a specific Project Schedule timeline with milestones for the COA will be developed as part of the effort's PMP, it is important to note here that, based on the schedule included in the RFP, we assume Notice to Proceed will occur around January 17, 2023, with expected completion to occur by or before December 31, 2024. In our experience, operational analysis studies of this nature typically take between 10 to 14 months, depending on the size and nature of the transit agency and community involved. Thus, though the City's indicated schedule provides much more time for the effort, we expect to complete the overall COA within approximately 12 months from Notice to Proceed. The goal of this schedule is to ensure completion of the plan by early December 2023, so that the final approval presentation to the DPTS Board of Directors can occur in mid to late January 2024. This also will allow for additional time for any optional schedule/runcut assistance, as needed, prior to the December 31, 2024, end date. An initial summary schedule (shown on the following page) shows the proposed timeframes of each task over the assumed 12 months for the effort.

Let's Get Started!

We appreciate the opportunity to submit our qualifications and look forward to working with the the City of Decatur and the Decatur Public Transit System on this project.

SECTION 4: WORK PLAN (CONT.)

PROPOSED PROJECT SCHEDULE



Outreach activity duration

Monthly Status Report

Stakeholder Interview

Rider Survey

Online Survey

Discussion Group Workshop

Public Meeting

Draft Report

Final Report

Presentation

SECTION 4:

WORK PLAN (CONT.)

CURRENT WORKLOAD & CAPACITY TO MEET SCHEDULE

In general, Benesch's Transit Solutions Team has been diligently working through its existing backlog of projects and other client support efforts over the last 6-8 months such that we are now in the position of seeking new challenges to start the new year. Our staff capacity typically enables us to complete numerous transit projects concurrently, so, given the typical lead time for the pursuit and startup of new efforts, we are regularly in the mode of searching for the types of transit projects that are precisely the right fit for our skills and experience. This is a key reason why the City of Decatur's COA effort resonated with us so much.

More specifically related to our available capacity, we previously presented the availability of each of our proposed key staff for the COA effort on their resumes. Below are the percentages presented in a table. Our team has sufficient availability (both at project start and as it continues) to be able to successfully complete the COA for the City and DPTS within the proposed schedule timeframe illustrated and discussed in the previous section. Most of our proposed staff are currently wrapping up projects that should be completed in the next 2-3 months, so the timing of the Decatur COA is perfect to be their next major assignment.

	% Availability Assigned to Current Projects*	% Availability Dedicated to City of Decatur*	Remaining % Availability For Use As Needed*
Randy Farwell Senior Project Manager	35%	35%	30%
Joel Rey, PE, AICP Senior Advisor/Quality Assurance	25%	30%	45%
Taylor Cox Senior Planner	35%	40%	25%
Kayla Huetten Project Planner	40%	35%	25%
Logan Patterson Planner/GIS	30%	40%	30%
Juan Suarez, Planner/GIS	30%	30%	40%
Dave Rynerson, Senior Scheduler	20%	30%	50%

*Availability of key staff is estimated based on expected effort over next three months associated with current project workload. Thereafter, availability will begin to increase significantly as projects end.

SECTION 5:

STUDY COST

Task Description	BENESCH							TASK TOTALS	
	Principal/ Senior Advisor	Senior Project Manager	Senior Scheduler	Senior Planner	Project Planner	Planner/ GIS		Hours	Fee
	\$274.93	\$238.89	\$171.07	\$135.63	\$95.62	\$60.94	\$82.48		
0 Project Initiation & Management									
	3	20	0	42	4	2	19	90	\$13,370
0.1 Project Management Plan	1	2		6	4	2	1	16	\$2,153
0.2 Project Administration	2	18		36			18	74	\$11,217
1 Create a Technical Advisory Committee									
	2	22	0	28	16	16	6	90	\$12,603
1.1 Technical Advisory Committee (TAC)	1	2		4			2	9	\$1,460
1.2 TAC Meetings (up to 4; 2 in-person, 2 virtual)	1	20		24	16	16	4	81	\$11,143
2 Host a Kickoff Meeting									
	5	40	0	46	64	72	30	257	\$30,151
2.1 City/DPTS Staff Pre-Kickoff Meeting (1 virtual)	1	2		2	4	2	2	13	\$1,693
2.2 TAC Kickoff Meeting (see Subtask 1.2)									
2.3 Public Outreach									
Stakeholder Interviews (up to 10)	1	8		10	16	20	4	59	\$6,621
Rider Surveys (see Task 4)									
Online Survey	1	2		4	8	10	12	37	\$3,659
Discussion Group Workshops (up to 2)	1	8		10	12	16	4	51	\$5,995
Public Meetings (up to 2)	1	20		20	24	24	8	97	\$12,183
3 Conduct a Route-by-Route Analysis of DPTS' Fixed Route Services									
	4	38	20	56	68	92	6	284	\$33,798
3.1 Service Data Analysis	1	6		8	16	12	1	44	\$5,137
3.2 System Network Analysis	1	6	8	12	16	20	1	64	\$7,536
3.3 Route Analysis	2	10	12	20	28	40	2	114	\$12,984
3.4 Field Review		16		16	8	20	2	62	\$8,141
4 Conduct a Passenger Use/Satisfaction Survey									
	2	10	0	32	34	50	6	134	\$14,072
4.1 Fixed Route Survey	1	6		24	24	40	4	99	\$10,026
4.2 Baseline Assessment Report	1	4		8	10	10	2	35	\$4,046
5 Assess Transit Demand									
	2	6	0	26	34	42	3	113	\$11,567
5.1 Operating Environment Conditions Analysis	1	2		10	12	16	1	42	\$4,314
5.2 Transit Market Analysis	1	2		12	16	20	1	52	\$5,211
5.3 Other Local Plans & Data Review		2		4	6	6	1	19	\$2,042
6 Analyze DPTS Vehicle Fleet									
	2	10	0	8	18	12	0	50	\$6,477
6.1 Vehicle Fleet Review	1	4		4	8	6		23	\$2,904
6.2 Vehicle Fleet Recommendations	1	6		4	10	6		27	\$3,573
7 Identify & Assess Opportunities for the Development of Future DPTS Services									
	6	40	28	52	72	86	2	286	
7.1 Needs Assessment	1	6		8	12	16		43	\$4,916
7.2 Strategies Development	1	8	12	12	20	20		73	\$8,998
7.3 Evaluation Criteria & Prioritization Process Development	1	4		4	6	8		23	\$2,834
7.4 Budget Scenario Considerations	1	2		4	4	6		17	\$2,043
7.5 Tiered Recommendations		4		6	8	8		26	\$3,022
7.6 Implementation Plan	1	8	16	8	10	12	1	56	\$7,778
7.7 Financial Plan	1	8		10	12	16	1	48	\$5,747

SECTION 5:

STUDY COST (CONT.)

Task Description	BENESCH							TASK TOTALS	
	Principal/ Senior Advisor	Senior Project Manager	Senior Scheduler	Senior Planner	Project Planner	Planner/ GIS		Hours	Fee
	\$274.93	\$238.89	\$171.07	\$135.63	\$95.62	\$60.94	\$82.48		
8 Perform Equity Analysis									
	1	4	0	4	6	8	0	23	\$2,834
8.1 Title VI Assessment	1	4		4	6	8		23	\$2,834
9 Write Draft & Final Reports									
	3	16	0	14	22	20	9	84	\$10,611
9.1 Draft & Final Report	2	4		10	16	12	8	52	\$5,783
9.2 Presentations (up to 2)	1	12		4	6	8	1	32	\$4,828
Optional Services - Scheduling/Runcutting Support									
	1	4	40	40	10	6	2	103	\$14,985
OPTIONAL Additional Scheduling/Runcutting Support	1	4	40	40	10	6	2	103	\$14,985
Total Direct Labor (all non-optional tasks)	30	206	48	308	338	400	81	1,411	\$170,821
Total Direct Expenses (travel, printing, etc.)	(NOTE: includes 5 total team trips covering 34 person-days of on-site presence throughout the effort)								\$14,190
Sub-Consultants									
Local Staffing Agency (TBD) - Staffing for survey support								192	\$4,800
Total Fee (excluding Optional Support)									\$189,811

DECATUR PUBLIC TRANSPORTATION SYSTEM
RFP DPTS 2019-03
PROPOSAL ATTACHMENT 1.1.

AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the Proposer (if the Proposer is an individual), a partner in the proposal (if the Proposer is a partnership), or an officer or employee of the proposing corporation having authority to sign on its behalf (if the Proposer is a corporation);
2. That the attached proposal has been arrived at by the Proposer independently and have been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor or materials, supplies, equipment, or service described in the Request for Proposals, designed to limit independent proposals or competition relative to the price to be proposed, and the proposal is made without reference to any other proposal.
3. That the contents of this proposal have not been communicated by the Proposer or its employees or agents to any person nor an employee or agent of the Proposer or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official opening of the proposal.

Dated this 6th day of December, 2022

Alfred Benesch & Company

(Name of Organization)

Senior Vice President

(Title of Person Signing)

[Signature]

(Signature)

ACKNOWLEDGEMENT

STATE OF Illinois
COUNTY OF Cook

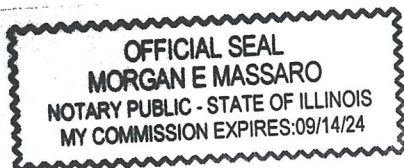
Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 6th day of December, 2022 by
Andrew J Keaschall (name of person).

[Signature]

(Notary Public Signature)

My Commission Expires: September 14, 2024



DECATUR PUBLIC TRANSPORTATION SYSTEM
RFP DPTS 2022-03
PROPOSAL ATTACHMENT 1.2

Certification Regarding Debarment and Suspension

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Proposer is required to verify that none of the Proposer, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Proposer is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters.

By signing and submitting its proposal, the Proposer certifies as follows:

To the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

The certification in this clause is a material representation of fact relied upon by the DPTS. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to remedies available to the DPTS, the Federal government may pursue available remedies, including but not limited to suspension and/or debarment. The Proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

THE PROPOSER CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Authorized Official: Andrew Keaschall, PE, SE, VMA

Signature: 

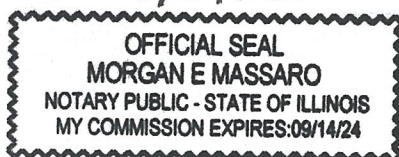
Date: 12/6/2022

Subscribed and sworn to before me on this 16 day of December, 20 22.

Notary Public in and for the State of Illinois

residing in Cook County

Morgan E Massaro
12/6/2022



DECATUR PUBLIC TRANSPORTATION SYSTEM
RFP DPTS 2022-03
PROPOSAL ATTACHMENT 1.3

LOBBYING CERTIFICATE

The undersigned Proposer, Alfred Benesch & Company certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

1. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). [Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

2. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Proposer, Alfred Benesch & Company, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.



Signature of Proposer's Authorized Official
Andrew Keaschall, PE, SE, VMA - Senior Vice President

12/6/2022
Date

Name and Title of Proposer's Authorized Official

DECATUR PUBLIC TRANSPORTATION SYSTEM
RFP DPTS 2022-03
PROPOSAL ATTACHMENT 1.4

ADDENDUM ACKNOWLEDGEMENT

If applicable, the undersigned acknowledges receipt of the following addenda to this RFP. (Include the number and date for each entry.)

Addendum Number 1

Dated 11/10/2022

Addendum Number 2

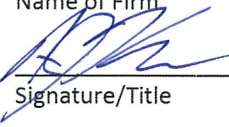
Dated 11/19/2022

Addendum Number _____

Dated _____

Failure to acknowledge the receipt of all addenda may cause the proposal to be considered non-responsive to this Request for Proposal, and may require rejection of the proposal.

Note: A signed acknowledgment of this addendum must be received at the location of the RFP either prior to the proposal due date and hour OR attached to your proposal. Signature on this addendum does not substitute for your signature on the original proposal document. The original proposal document must be signed.

Alfred Benesch & Company	
Name of Firm	
	Sr. Vice President
Signature/Title	Date
	12/6/2022

City of Decatur
Professional Services Agreement for Transit Technical Comprehensive
Operations Analysis
RFP #DPTS 2022/23-05

City of Decatur Transit Technical Comprehensive Operations Analysis

This contract (hereinafter "Agreement,") is made between the City of Decatur, Illinois, an Illinois municipal corporation (hereinafter "City"), and Alfred Benesch & Company (hereinafter "Contractor").

The City's public transportation system is funded in part by grants from the Federal Transit Administration (hereinafter "FTA") and the Illinois Department of Transportation (hereinafter "Department"). The award of any contract is subject to the requirements of financial assistance contracts between the City, the Department, and/or the FTA requiring compliance with purchasing procedures and standards as set forth in various federal statutes and regulations including OMB Circular A-102, 49 CFR Part 18, and FTA Circular 4220.1E. The Contractor is required to comply with all terms and conditions prescribed for third-party contracts by the U.S. Department of Transportation, FTA, and the Department.

The City and Contractor, in consideration of the mutual covenants contained herein, and for valuable considerations exchanged between the parties hereto, hereby agree as follows:

1. SERVICES

Contractor agrees to furnish the City with planning services as described in the attached Exhibit A, and incorporated herein by reference, Benesch Proposal dated December 8, 2022. Any work performed outside of Exhibit A, without the City's express written consent, shall be solely at the expense of the Contractor. Any work for this project must abide by all clauses and terms listed in the City's Request for Proposals and the City's agreement with the Department.

2. AGREEMENT DURATION

Services will be provided as needed and directed by the City beginning on the date of execution of this agreement and continuing until December 31, 2024, or until terminated pursuant to this Agreement.

This Agreement may be executed in counterparts, and any party hereto may sign any counterpart. This Agreement shall be effective when each party hereto shall have signed a counterpart, and a set of counterparts bearing the signature of each party hereto shall constitute the Agreement as fully as if all of the parties shall have signed a single document. The parties agree that facsimile copies of signatures on this Agreement shall have the same effect as original signatures.

3. **COMPENSATION**

Total compensation for all work performed under this agreement shall not exceed one hundred eighty nine thousand eight hundred eleven dollars (\$189,811) as set forth in the pricing schedule of the Contractor's proposal marked Section 5: Study Cost, attached hereto and incorporated by reference. The contractor shall submit to the City a detailed breakdown and invoice of all charges, including details of past payments and amounts remaining due, accurate to the date of the invoice, with request for each payment.

Certified payrolls: as applicable, the City shall obtain from the Contractor, and each subcontractor, a certified copy of each weekly payroll within seven (7) days after the submission of an invoice for completed work. Following a review by the City, for compliance with state and federal laws, the payroll copy shall be retained by the City, for later review by the authorized representatives of the Department and the FTA.

4. **TERMINATION OF AGREEMENT**

The City may terminate this Agreement for any reason, without cause, upon giving thirty (30) days written notice to Contractor. Contractor may terminate this Agreement for cause only upon the City's material breach of this Agreement and failure to cure said breach within thirty (30) days after receiving Contractor's written notice of said breach. Upon termination, the Contractor shall be compensated for all work performed for the City prior to termination and shall provide to the City all work completed through the date of termination. The City's issuance of a notice of termination shall function as a stop work order, beyond which the Contractor shall not incur any additional costs without the City's and the Department's express written permission.

5. **ASSIGNMENT AND/OR SUBCONTRACTING**

Assignment of any portion of the work under this Agreement must be approved in writing in advance by the City and the Department. If subcontractors are to be used, this does not relieve the Contractor from any prime responsibility of complete and acceptable performance. The Contractor shall not enter into any subcontracts or agreements or start any work by the work forces of a subcontractor, with respect to this Agreement, without the prior written consent of the City. Any work that is subcontracted for this project must also abide by all clauses and terms listed in this agreement and the City's Request for Proposals.

6. **RECORDS**

The Contractor shall maintain and retain all books, records, documents, and other material, which relate to the completion of this Agreement, and shall undertake such accounting procedures and practices as may be deemed necessary to assure proper accounting of all invoices and payments to and from the City. The City is subject to the Freedom of Information Act and records of the Contractor are considered records of the City and thus subject to disclosure upon requests or demand of the City. These records shall be subject at all reasonable times of the normal business day to inspection, review, or audit by the authorized representative(s) of the City, the Illinois State Auditor, the Department, the FTA, or other governmental officials authorized by law to monitor this Agreement, from the date of

the Agreement through and until the expiration of three (3) years after the completion of the Agreement.

7. **GOVERNING LAW**

All work done under this Agreement shall be controlled and governed by the laws of the State of Illinois. The venue for any litigation arising out of this Agreement must be filed in court in Macon County, Illinois.

8. **INDEPENDENT CONTRACTOR**

The City's relationship to the Contractor under this Agreement shall be that of an independent contractor. The Contractor acknowledges that neither it nor its personnel shall be acting as an employee or official representative of the City. The City shall have no liability for Contractor's selection of personnel, employees, or subcontractors.

The City's compensation to Contractor shall be limited to that as set forth in this Agreement and the City shall not reimburse any expenses, provide any benefits, withhold any employment taxes, or otherwise have a financial relationship with Contractor other than payment of the stated compensation. The Contractor shall be solely responsible for withholding of taxes, providing employee benefits, or otherwise complying with applicable laws relating to its employees or contractors.

9. **INDEMNIFICATION**

The Contractor shall be responsible for any and all damages to property or persons to the extent caused by the Contractor's negligent act, errors and/or omissions in the performance of this contract and shall indemnify and hold harmless the City, its officers, and employees from all actions, claims, or damages resulting therefrom. The Contractor shall assume all restitution and repair costs arising out of its negligent act, error, and/or omission.

The Contractor agrees to indemnify and hold harmless the City and its elected or appointed officials, employees, agents, and officers against any claims made by employees of the Contractor or any of their subcontractors, as well as all other persons, arising out of, related to, or resulting directly from this Agreement to the extent such losses, damages, injuries, and liabilities are caused by negligence of the Contractor. This Agreement shall apply to any and all such damages, except for those caused by intentional misconduct. This indemnification shall survive the termination of this Agreement and apply to the fullest extent of the law. In the event that any provision hereof is determined to be unenforceable, the indemnification obligations shall be severable and the fullest extent of indemnification that may lawfully apply shall remain in full force and effect. This indemnification shall not be limited in any way by limitations on the amount or type of damages, compensation, or benefits payable or for the Contractor under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive protection of *Kotecki v. Cyclops Welding Corp*, 146 Ill.2d 155 (1991). Notwithstanding anything foregoing to the contrary, the Parties shall not indemnify each other for any liabilities, damages, costs, or expenses resulting from the other party's own willful misconduct or negligence. The City does not waive its defenses or immunities under

the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq., or other such immunity statute or common law, by reason of indemnification or insurance.

10. **INSURANCE, LICENSURE, AND INTELLECTUAL PROPERTY**

The Contractor, prior to the execution of the contract, shall obtain and keep in force during the performance of work under any contract, the following insurance coverages, provided by companies acceptable to the City and authorized to transact business in the state of Illinois. The insurance companies will be rated by A.M. Best & Company with a rating not lower than A- and have a financial rating of VI. Coverage limits shall be written at not less than the minimum specified in this section. Higher minimum limits and additional coverages may be specified by a special condition elsewhere in the contract. Workers compensation insurance shall be provided according to the provisions of the Illinois Workers Compensation Act, as amended.

Employers Liability

a. Each Accident	\$500,000
b. Disease – policy limit	\$500,000
c. Disease – each employee	\$500,000

Commercial General Liability

a. General Aggregate Limit	\$2,000,000
b. Products – Completed Operations	\$2,000,000
c. Each Occurrence Limit	\$1,000,000

Commercial Automobile Liability

Bodily Injury & Property Damage, Combined Single Limit	\$1,000,000
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The policy shall cover owned, non-owned, and hired vehicles. Upon request, the contractor shall file with the City certified copies of all insurance policies and all accompanying endorsements. The contractor shall supply certificates of insurance setting forth the coverage, limits, and endorsements before the City will execute the contract. The certificate of insurance shall include the City, its officers and employees as additional insured. In no event shall any failure of the City of Decatur to receive certificates or to demand receipt be construed as a waiver of the contractor's obligation to obtain and keep in for the required insurance.

It shall be an affirmative obligation upon the contractor to advise the City within two days of the cancellation or substantive change of any insurance policy set out above, and failure to do so shall be construed to be a breach of the contract. The contractor will hold the City harmless from all claims, suits, actions, damages or causes of action in any way arising during the term of the agreement, including reasonable attorney's fees for any personal injury, loss of life or damage to person or property sustained because of or because of the products or services supplied. Contractor's insurance will be primary.

Upon full payment of all monies owed to the Contractor, all drawings, specifications, reports, and any other project documents (Work Product) prepared by the Contractor in connection with any or all of

the services to be furnished thereunder shall be delivered to the City and the Department for the express use of the City and the Department. The Contractor shall have the right to retain original documents but shall cause to be delivered to the City such quality of documents so as to assure total reproducibility of the documents delivered. All information, worksheets, reports, design calculations, plans and specifications shall be the sole property of the City and the Department upon full payment of all monies owed to the contractor unless otherwise specified in the negotiated agreement. The contractor agrees that basic survey notes and sketches, charts, computations, and other data prepared or obtained by the Contractor pursuant to this Agreement shall be made available, upon reasonable request, to the City without cost and without restriction or limitation as to their use. All field notes, test records, and reports shall be available to the City upon reasonable request.

11. **CERTIFICATIONS**

Executing this Agreement constitutes acknowledgement, acceptance, and certification of the accuracy of the following certifications, and any other certifications required under any applicable law relating to the performance of this Agreement, which the contractor is responsible for identifying and complying with:

Sexual Harassment: The contractor certifies that it follows the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and program.

Tax Delinquency: The Contractor certifies that it is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1 and is not delinquent in the payment of any tax, charge, or obligation to the City of Decatur.

Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery: The contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a)-(d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Barred from Contracting: The contractor certified that is has not been barred from contracting as result of a conviction for bid-rigging or bid rotating under 720 ILCS 5/33E-3 or 720ILCS 5/33-4 or a similar law of another state or of the federal government.

Prevailing Wage: The Contractor certifies that it shall comply with all applicable provisions of the Prevailing Wage Act, and further certifies that it is not in violation of said Act and has not been barred from bidding on this proposal by virtue of a past violation of the Act. The Contractor is responsible for regularly updating their documents to reflect new prevailing wage rates made available by the Illinois Department of Labor at www.illinois.gov/idol. This notice is given pursuant to 820 ILCS 130/4 and the balance of the Prevailing Wage Act, which is incorporated herein by reference as if fully restated.

Non-Discrimination, Certification, and Equal Employment Opportunity: The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act

and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 CFR Ch. 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract. The Contractor acknowledges that neither it nor the City shall discriminate on the basis of any protected classification.

12. **NOTICE**

All notices, demands and requests that are required or allowed to be given by either party shall be in writing and shall be personally delivered or sent by certified mail, postage prepaid, to the address as set forth below or to such other address as either party may subsequently designate in writing:

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

To: Attn: Senior Vice President Illinois Division Manager
 35 W. Wacker Dr. Suite 3300
 Chicago, IL 60601-2497

13. **REQUIRED CLAUSES**

The language contained in Exhibit B, "REQUIRED CLAUSES", is incorporated into this Agreement by reference. Contractor shall insert in any subcontracts the clauses set forth in Exhibit B - "REQUIRED CLAUSES," along with their related attachments, plus a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these required clauses.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed, sealed, and attested by its City Manager and City Clerk this ____ day of _____, 2023.

THE CITY OF DECATUR, ILLINOIS

BY: _____

Scot L. Wrighton, City Manager

ATTEST:

BY: _____

Kim Althoff, City Clerk

IN WITNESS WHEREOF, the Contractor has caused this Agreement to be signed, sealed, and attested by its Designated Representative this ____ day of _____, 2023.

Benesch

By: _____

Title: _____

ATTEST: _____

By: _____

Title: _____

EXHIBIT A (Benesch Proposal dated December 8, 2022) attached

EXHIBIT B - REQUIRED CLAUSES

1. Incorporation of FTA Terms

The following provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FTA, as set forth in FTA Circular 4220.IF, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request of the City, which would cause the City to be in violation of the FTA terms and conditions.

Pursuant to Federal, State and Local Law: In performance of its obligations pursuant to this Contract, the Contractor and any subcontractors shall comply with all applicable provisions of federal, state, and local law, including the applicable provisions of the City's agreement with the Department and the Department's current Master Agreement with the FTA. All limits and standards set forth in this Contract to be observed in the performance of the services are minimum requirements and shall not affect the application to the performance of the services or more restrictive local standards that are not inconsistent with the limits and standards of this Agreement.

Federal Changes. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement between the FTA and the Department, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

2. No Obligation by the Federal Government

1. The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

3. Program Fraud and False or Fraudulent Statements or Related Acts

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. Department of Transportation (DOT) regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying

contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

4. Access to Records

1. The Contractor and any Subcontractors agree to provide the City, the FTA, the Department, the Comptroller General of the United States, or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor and any Subcontractors which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor and any Subcontractors agree to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
2. The Contractor and any Subcontractors agree to maintain all books, records; accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor and any Subcontractors agree to maintain same until the City, the FTA, the Department, the Comptroller General of the United States, or any of their authorized representatives have disposed of all such litigation, appeals, claims, or exceptions related thereto. Reference 49 CFR 18.39(i) (1).

5. Energy Conservation

1. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

6. Civil Rights

1. Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor

agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity

(a) Race, Color, and Creed. National Origin. Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 m; film. (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity, 11 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements the FTA or the Department may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA or the Department may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA or the Department may issue.

3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with financial assistance provided by FTA or the Department, modified only if necessary to identify the affected parties. Suspension and/or Debarment. The Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier subcontract it enters into. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the City, the FTA or the Department may pursue available remedies, including but not limited to suspension: and/or debarment.

7. Resolution of Disputes

For disputes arising in the performance of this Contract which are not resolved by agreement of the parties, the authorized representative of the City Manager of the City shall decide, in writing. This decision shall be final and conclusive unless the Contractor mails or otherwise furnishes a written appeal to the City Manager within ten (10) days from the date of receipt of its copy. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City Manager shall be binding upon the Contractor and the Contractor shall abide by the decision. Unless otherwise directed by the City, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

The City shall pursue all legal rights available to it in the enforcement or defense of any third-party contract, and FTA and the Department reserve the right to concur in any compromise or settlement of any third-party contract claim involving the City. The City shall notify the FTA and IDOT of any current or prospective major dispute pertaining to any third-party contract.

8. Ownership of Records and Documents/Confidential Information

Contractor agrees to keep and maintain all books and records and other recorded information required to comply with any applicable laws, including but not limited to the Prevailing Wage Act. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. Contractor further agrees to keep as confidential any information belonging or relating to the City which is of a confidential nature, including without limitation information which is proprietary, personal, required by law to be confidential, or relates to the business, operations, or accounts of the City.

This confidentiality shall not apply to material or information which would otherwise be subject to public disclosure through the Freedom of Information Act or if previously disclosed by a third party. Contractor acknowledges that the Freedom of Information Act, 5 ILCD 140/1, et seq. (the "Act") requires the City to produce certain records that may be in the possession of Contractor. The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to Contractor before receipt of same from the City; or (b) becomes publicly known other than through Contractor; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order. Contractor shall comply with the record retention and documentation requirements of the Local Records Act ILCS 205/1, et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act and the Act (complying in all respects as if the Contractor was in fact, the City). Contractor shall review its records promptly and produce to the City within two business days of contact from the City the required documents responsive to request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time to do so, and the City will, if time and a basis for extension under the Act permits, consider such extensions.

9. Simplified Acquisition Threshold

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America’s eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).)

10. Debarment and Suspension

(Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: (i) Complies with federal debarment and suspension requirements; and (ii) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

11. Flow Down Requirement

FTA Master Agreement (28) Section 39(b). Notification to FTA; If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

- (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
- (3) Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which

the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

12. Lobbying and Related Laws and Requisitions

1) Improper Influence

The Contractor and its Subcontractor, if any, certify that no grant funds have been paid or will be paid by or on the City’s behalf to any person influencing or attempting to influence an officer or employee of any governmental agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee or 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, Contractors and its Subcontractor certify that they have filed the required certifications under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable with the City. The City shall forward these certifications to the Department.

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 the Contract, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

3) Lobbying Costs

The Contractor and its Subcontractor, if any, certify that they are in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any indirect costs associated with the Contract, total lobbying costs shall be separately identified in the program budget, and thereafter treated as unallowable costs.

4) Procurement Lobbying

The Contractor warrants and certifies that it and, to the best of their knowledge, their Subcontractor have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Contractors and its Subcontractor from hiring the then-serving Governor's family members to lobby procurement activities of the State of Illinois, 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.

5) Subawards

The Contractor and Subcontractor, if any, must include the language of this Section in their contracts for this project. The Contractor and Subcontractor, if any, are subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR 200, the City shall forward all disclosures by the Contractor and Subcontractor, if any, to the Department.

13. Disadvantaged Business Enterprises

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%.

14. Disadvantaged Assistance Acknowledgement

Contracts resulting from procurement solicitations are subject to financial assistance agreements between the City, the Department, and/or the FTA. This contract is contingent upon said agreements with the Department and the FTA.

15. Prohibited Interest of Local Official

No member, or officer, or employee of the City of Decatur or local public body with financial interest or control in this contract during their tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

16. Subcontracts

The Contractor shall not enter into any sub-contracts or agreements, or start any work by the work forces of a subcontractor, with respect to this acquisition Project and any subsequent contracts, without the prior concurrence of the City. All such subcontracts and agreements shall be approved by the City.

17. Assignment

The Contractor shall not assign its performance of any portion of the specified services under any subsequent contract or agreement without the advance written consent of the City and the Department. It is hereby understood and agreed; that said consent must be sought in writing not less than ten (10) calendar days prior to the date of any proposed assignment. The City and the Department reserve the right to accept or reject any such assignment, although City and Department acceptance shall not be unreasonably withheld. Acceptance of subcontractor(s) is contingent upon each subcontractor's ability to comply with the applicable terms, conditions, and clauses, particularly the assurances, contained in any subsequent contract or agreement.

18. Changes to Federal Requirements

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Agreement between the Department and FTA, as they may be amended or promulgated from time to time during the term of the Contract. Contractor's failure to so comply shall constitute a material breach of the Contract.

19. Fly America

The Contractor and its Subcontractor, if any, shall comply with 49 U.S.C. Section 40118, 4 CFR Part 52 and U.S. GAO Guidelines B138942, 1981 U.S. Comptroller General LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers.

20. Clean Air

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q, and:

1. The Contractor agrees to comply with applicable requirements of Section 176 of the Clean Air Act, 42 U.S.C. §7506(c), consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable federal directives that may be issued; with U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 CFR Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 CFR Part 93 and any subsequent federal conformity regulations that may be promulgated. To support the requisite air quality conformity finding for the Project, the Contractor agrees to implement each air quality mitigation or control measure incorporated in the Project. The Contractor further agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure, will be wholly consistent with the design concept and scope of the Project set forth in the SIP.

2. Since the City is an operator of a large public transportation bus fleet, the Contractor agrees to comply with the following U.S. EPA regulations to the extent they apply to the Project: "Control of Air Pollution from Mobile Sources," 40 CFR Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 CFR Part 86, and "Fuel Economy of Motor Vehicles," 40 CFR Part 600.

3. The Contractor also agrees to comply with the notification of violating facilities provisions of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. §7606 note. The Contractor agrees to report each violation to DPTS and understands and agrees that the City will, in turn, report each violation, as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

21. Clean Air

The Contractor and its subcontractors, if any, agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to DPTS and understands and agrees that DPTS will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

22. Labor Provisions: Work Hours and Safety Standards Act

The following provisions apply to all federally assisted non-construction contracts over \$2,500 (29 CFR 5.5.(b)).

(a) Overtime Requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation no less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.

(b) Violation; Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5, the Contractor and any subcontractor responsible thereof shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5 in the sum of \$10 for each calendar day on which such individual was required or

permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5.

(c) Withholding for Unpaid Wages and Liquidated Damages: DOT, FTA, or DPTS shall upon their own action or upon written request of an authorized representative of the Department of Labor withhold, or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b) (2) of 29 CFR Section 5.5.

(d) Subcontractors: The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in above paragraphs under the heading of Labor Provisions and shall also require subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in the paragraphs of this section.

(e) The requirements of the clauses contained in 29 CFR Part 5.5(b) or (a) through (d) above are applicable to any contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR Part 5.1. The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or the subcontractor for inspection, copying, or transcription by authorized representatives of DOT, the Department of Labor, FTA, or the City. The Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

23. Intellectual Property

1) Patent Rights

(a) In accordance with 37 CFR 401, if any invention, improvement or discovery of the Contractor or its subcontractors, if any, is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor or its subcontractors, if any, agree to notify DPTS, the Illinois Department of Transportation, and the Federal Transit Administration immediately and provide a detailed report. The rights and responsibilities of DPTS, the Contractor, its subcontractors, if any, the Illinois Department of Transportation, and the Federal Government with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal and State laws, regulations, policies, and any waiver thereof.

(b) The Contractor and its subcontractors, if any, agree to include this intellectual property section in its contracts for planning, research studies, development, or demonstration under this Project.

2) Rights in Data and Copyrights

(a) The term “subject data” used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs, text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to project administration.

(b) The following restrictions apply to all subject data first produced in the performance of the contract:

(i) Except for its own internal use, the Contractor and its subcontractors, if any, may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor or subcontractors, if any, authorize others to do so, without the Government’s written consent, until such time as the Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to agreements with academic institutions.

(ii) As authorized by 49 CFR Part 18.34 and 49 CFR Part 13.96, the Government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal and State Government purposes:

a) Any subject data developed under a grant, cooperative agreement, sub-grant, sub-agreement, or third-party contract, irrespective of whether or not a copyright has been obtained; and

b) Any rights of copyright to which a grantee or a third-party contractor purchases ownership with Federal or State assistance.

(iii) When the Government provides assistance to a Grantee for a project involving planning, research, development, or a demonstration, it is generally the FTA and the Department’s intent to increase the body of mass transportation knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless the FTA or the Illinois Department of Transportation determine otherwise, the Grantee of Government assistance to support planning, research, or development, or a demonstration project financed under the Acts, as amended, understands and agrees that, in addition to the rights set forth in subparagraph (b)(2) of this Patent Rights section, the Government may make available to DPTS and/or any third-party contractor, or third-party subcontractor, with the Government’s license in any copyright to the subject data

derived under this contract. In the event that such a Project, which is the subject of the contract, is not completed for any reason whatsoever, all data developed under that Project shall become data defined in subparagraph (ii)(a) of this Patent Rights section and shall be delivered as the Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or programs for DPTS' use, which costs are financed in whole or in part with Government assistance for transportation capital projects.

(iv) Unless prohibited by state law, the Contractor and its subcontractors, if any, agree to indemnify, save, and hold harmless the Government, their officers, agents, and employees acting within the scope of their official duties, against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor or its subcontractors, if any, of proprietary rights, copyrights, or right of privacy arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this contract. However, the Contractor and its subcontractors, if any, shall not be required to indemnify the Government for any such liability arising out of the wrongful acts of employees or agents of the Government.

(v) Nothing contained in this Patent Rights section pertaining to rights in data shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the City, the Department, and FTA under any patent.

24. Titles

The Parties agree that the titles of this Agreement are inserted for convenience of identification only and shall not be considered for any other purposes.

25. National Intelligent Transportation Systems (ITS) Architecture and Standards

To the extent applicable, the Contractor and its subcontractors shall comply with the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), as amended by the SAFETEA-LU Technical Corrections Act of 2008, Pub. L. No. 110-244, June 6, 2008, §5307(c), 23 U.S.C. §512 note, and the provisions of FTA Notice "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001 and any subsequent further implementing directives.

26. Method of Payment

Payment to the Contractor shall be made monthly from applications for payment that the Contractor submits to the City. The City shall issue payments in the form of a check.

27. Contract Changes

Any proposed change in this contract shall be submitted to the City for its prior approval and the City will make changes only by written contract modification that has the written concurrence of the Department.

28. Vendor Registration with the Illinois Department of Human Rights

The City shall check whether the Contractor and its subcontractor(s) are registered with the Illinois Department of Human Rights, which ensures that the Contractor and its subcontractor(s) are not debarred or suspended pursuant to the Illinois Human Rights Act (775 ILCS 5/8-109 (A)(2)). These registrations appear on the IDHR website.

If the Consultant and/or its subconsultants are non-compliant with the provisions of the Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be 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.

Legal Department

DATE: 3/16/2023

MEMO:

TO: Julie Moore Wolfe, Mayor
City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Ordinance Amending City Code Chapter 64 Water Service

ATTACHMENTS:

Description	Type
Memo-Adjustments to Water & Sewer	Cover Memo
Ordinance	Ordinance

March 16, 2023

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

FROM: Scot Wrighton, City Manager

RE: Adjustments to Water & Sewer Rates; and other recommended revisions to existing water and sewer ordinances

This memo consolidates the explanation of proposed revisions to both the water and sewer City Code chapters, even though formal council action will deal with each separately.

The Decatur City Code provides that water and sewer rates are adjusted annually by 2.5% **OR** by the annual inflation rate as determined by the U.S. Bureau of Labor Statistics for Midwest Cities, **whichever is higher**. Last year the Federal government's fiscal and energy policies drove up the regional inflation rate to more than eight percent. To partially insulate Decatur water and sewer customers from having to bear the full impact of such an unprecedented inflationary increase, the City Council elected in 2022 **only**, to increase water and sewer rates by just 2.5%. The council's action only modified the 2022 rate adjustment. The base ordinance language remains in effect. Currently the BLS Midwest Cities inflation rate for Decatur is 6.0%.

The compounding effect of **not** adjusting water and sewer rates to keep up with inflation will have significant negative impacts on the city's long-term ability to fund all of its water and sewer capital needs, and will negatively impact the city's ability to implement all of the water capital recommendations of the CDM-Smith report (this plan runs through 2050 and was approved by the City Council last year). Not keeping up with rising costs will also undermine the city's ability to make sure the city's water and sewer infrastructure can continue to serve as a major economic development recruiting asset to attract new employers to Decatur.

Although the general all-goods & services inflation rate is now at about 6.0% per year, the principal non-personnel expenditure categories in the water and sewer funds have almost all risen at rates substantially above the generalized consumer rate of inflation:

<u>Commodity/Service Type</u>	<u>12-month year-over year increase</u>
Portland Cement Concrete	5.2%
Crushed Stone Aggregate	24.8%
Bituminous Pavement	12.2%
6" Watermains	88.9%
8" Watermains	103.3%
Fire hydrants	31.7%
8" sanitary sewer mains	21.3%
12" storm sewer mains	22.1%
4' sanitary sewer manholes	15.0%

2' storm inlets	15.0%
¾" meters	19.8%
Pipe repair clamps	34.3%
Electric power (Ameren)	52.0%*
Sewer Treatment costs (Sanitary District)	6.0%
5 1/4" domestic water valve lids	50.0%
¾" curb stops	41.8%
Alum	45.3%
Carbon	13.3%
Carbon Dioxide	247.8%
Chlorine	81.6%
Lime	28.7%
Sodium Chloride	6.4%
Sodium Chlorite	20.1%
Sodium Hexamet	87.5%

*Ameren increased their fees by 14% from 2020 to 2021, and 52% from 2021 to 2022. At this point, Ameren projects that their rates will be mostly flat from 2022 through 2023.

In past periods of elevated inflation, increases in the costs of public infrastructure construction, and the operational costs of public utilities, have almost always been much higher than the general all-goods & services consumer inflation rises. The above cost increases verify the continuance of this historic trend. This was partially anticipated in the city's adopted 2023 budget, where all non-personnel costs were projected to increase by about 20%; but staff did not anticipate all of the radical price increases listed above. Depending on the amount of new construction funded by the Water and Sewer Funds in 2023, the city's increased costs in these two utilities could exceed 20% by year's end.

The council should be commended for trying to insulate local utility customers from the full impact of runaway inflation last year, and it can continue this practice to a limited extent. But if the council absorbs most of the increases again, it will rapidly find itself in a situation resembling 2016, when the city had allowed water and sewer rates to stay so low for so long that it exhausted its utility reserves; this required the City Council to enact multi-year increases equal to more than 62% over a five year period just to partially catch-up, and to re-capitalize Water and Sewer funds with sufficient financial resources so they could keep pace with current and future operational and capital demands.

It is recommended that the City Council allow the Midwest BLS inflation percentage (six percent) to go into effect, as provided by the current ordinance, as this amount is still well below the actual non-personnel inflationary increases the water and sewer funds will pay in the year ahead. In short, the city's water and sewer funds will still be losing money even by adopting the Midwest BLS inflation percentage. If the City Council believes that the recommended increase would still create too great a burden on utility customers, then it should, at a minimum, increase rates by at least five percent (5%).

OTHER ORDINANCE REVISIONS

Per council's request, the proposed ordinances also add language requiring that when the BLS regional inflation rate exceeds five percent (5%) in a given year then the matter must be returned to the City Council for a formal vote.

Also, per council's request, the proposed ordinances enact a \$100 water deposit requirement for new water customers that are renting, and for water customers that are renting **AND** have had two or more delinquencies in the last year. Fully enacting this provision will take until September 1st to administratively implement, but it will reduce the extent to which property owners/landlords end up paying delinquent water account balances for former tenants.

The proposed ordinance also adds a \$50 monthly surcharge to sewer bills if the customer has refused to allow the city to line their lateral to prevent infiltration and inflow (I&I). This is similar to a monthly surcharge added several years ago to customers' bill who refused to allow the city to upgrade their meter reading devices to permit remote reading. The city has calculated this fee to offset the added costs of treating additional storm and groundwater that enters private laterals that have not been lined. This fee will only pertain to sewer upgrade projects like the Ellen & Division Streets sewer lining project where the Public Works Department has been able to obtain easements for sewer lateral lining from the vast majority of property owners, but have not been able to obtain permissions from 20 to 30 holdouts.

The proposed ordinances also increase the fees for in-person service calls during regular business hours and during off-business hours from \$35 and \$50 respectively, to \$50 and \$100 respectively.

The proposed ordinances also make numerous non-substantive updates to the Water and Sewer Codes including new definitions, revises language concerning how water meters are read, prohibits customers from opening fire hydrants and turning on water shut off by the city, and adds other clarifications.

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

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

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

1. **DEFINITIONS.** For the purposes of this Chapter, unless context clearly indicates otherwise, the following definitions shall apply in the interpretation and enforcement of this Chapter.

A. Administrator: The Administrator of the U.S. Environmental Protection Agency.

B. Applicant: The person(s), business or corporation applying for a permit or for water service.

C. Charges for Utility Services: Include charges appearing on the City Utility bill including water service fees, Sanitary District fees, sanitary sewer fees, recycling fees, storm water utility fees, and water meter damage fees, reconnection fees and other associated and related fees.

D. City: The City of Decatur, an Illinois Municipal Corporation

E. Commercial Service: All water service other than residential water service or industrial water service.

F. Customer: The owner(s) of the premises to which water service is provided, or the owner(s) and owner authorized occupant(s) or person(s) in possession or control of such premises jointly and severally. Whenever an occupant or person in possession or control of premises is a customer, they are presumed to be authorized by the owner to obligate owner for

the payment of the water service bill jointly and severally with such occupant or person in possession or control of premises.

G. Disconnect: To stop the supply of water to a customer.

H. Federal Act: The Federal 1996 Safe Drinking Water Acts Amendments.

I. Industrial Service: Water services to which more than one million (1,000,000) gallons or 133,680.55 cubic feet per day are furnished, averaged over the one year period immediately preceding the effective billing date.

J. Monthly: A period of twenty-eight, twenty-nine, thirty, or thirty-one days as the case may be, whether the same commences or ends on the first day of a calendar month or otherwise.

K. Owner: The person(s) having an ownership interest alone, or jointly or severally with others in premises connected to the public water system by being (1) the legal title holder or holders to the premises or dwelling units, with or without accompanying actual possession thereof; (2) the beneficial owner(s) of an Illinois Land Trust if legal title is held by such a trust; (3) the purchaser under a real estate installment sales contract; (4) any person serving as executor, administrator, trustee, or guardian of an estate if legal title is held by the estate; or (5) any person, including the agent of the legal title holder, who is authorized or entitled to control, manage or dispose of any premises.

L. Premise: The property, dwelling, dwelling unit, lot, building or a part of a building or any other parcel or tract of land to which the City provides water service. Any property, dwelling, dwelling unit, lot, building or part of a building or any other parcel or tract of land which has its own water service connection and/or water meter shall be considered a separate premise for purposes of this definition.

M. Residential Service: Water services from the water system to a single-family residence or a two-family residence.

N. State Act: The Illinois Anti-Pollution Bond Act and for making such loans as filed with the Illinois Secretary of State.

O. Utility Bill: The amounts charged by the City for the use of water, Sanitary District, sewer user fee, storm water utility, recycling, water meter damage fees, reconnection fees and other associated and related fees as set forth in the City Code.

P. Water Fund: The principal accounting designation of all revenues received in the operation of the water system.

Q. Water Service: The pipeline providing water from the water system of the City to customer premises.

R. Water Service Line: The necessary tap, pipe, stop boxes, test plugs, stop cocks, hydrants, bypasses, meters, fixtures and appurtenances between the City water main and the discharge side of the water meter. Unmetered service lines for fire protection purposes shall be considered water service lines for the entire length thereof.

S. Public Water System: The water main pipes, pumps valves, hydrants and necessary components that deliver potable water to the public. (Amended, Ordinance No. 2001-17, March 19, 2001)

2. **WATER FURNISHED**. Water service shall be furnished by the City only in compliance with, and subject to , the provisions of this Chapter and other applicable provisions and ordinances of the City and rules, regulations, and directives authorized thereby, and then only upon application for the same made and approved by the City upon forms furnished by the City. (Amended, Ordinance No. 2009-39) Amended, Ordinance No. 2005-112)

3. **CUSTOMER RESPONSIBILITY.** The customer shall be responsible for the payment of all charges for utility service thereto and said customer shall accept and abide by all of the provisions of this Code, or of other ordinances, rules, regulations, and directives of the City applicable to utility service. The owner shall also meet all applicable requirements of the State of Illinois including but not limited to those contained in the EPA Rules for Public Water Supplies (Title 35 of the Illinois Administrative Code Part 651 through 654) and the Illinois Plumbing Code (Title 77 of the Illinois Administrative Code Part 890).

(Amended, Ordinance No. 2005-112, December 19, 2005)

4. **APPLICATION FOR WATER SERVICE.** Effective September 1, 2023, every customer applying for water service shall file an application on forms provided by the City Finance Department. There shall be separate application filed for each premise for which a customer desires water service. New applications shall be required for any changes in owner(s) or occupant(s) or person(s) in possession or control of such premises. Applications shall be required regardless of whether the City already provides water service to a premise and regardless of whether the customer has an application on file or is a customer for a different premise. Applications for premises that are not owner occupied shall require authorization of both the owner and occupant(s) or person(s) in possession or control of such premises. Failure to file an application and/or provide all of the information requested shall be cause for the City to deny water service and disconnect same.

5. **INELIGIBILITY.** No person shall be eligible for water service for any use whatsoever if that person, at the time of application, has any outstanding indebtedness to the City for past utility bill.

6. **DEPOSIT.**

A. Effective September 1, 2023, each application for residential water service for properties where the customer is the owner(s) and owner authorized occupant(s) or person(s) in possession or control of such premises shall be accompanied by a deposit in the amount of One Hundred Dollars (\$100.00). Failure to provide this deposit shall be cause for the City to deny water service and disconnect same.

B. Effective September 1, 2023, those customers with existing residential water service that become delinquent more than two (2) times in a twelve (12) month period shall be required to pay a One Hundred Dollar (\$100.00) deposit to the City in addition to all past due water service bill amounts and service reconnection charge to resume water service to premises.

C. Deposits for water service shall be retained by the City to ensure payment of final water service bills only. Unpaid monthly water service bills shall be considered delinquent. While the deposit is retained by the City, the customer shall not be entitled to interest on the deposit regardless of time held by the City.

D. When water service to the customer is discontinued permanently, the deposit shall be refunded to customer without interest less any amount still due the City for the utility bill. In the event customer is owner and occupant(s) or person(s) in possession or control of premises, City will make reasonable attempts to refund any remaining deposit to the person or entity receiving the utility bill at the last known address through the U.S. Mail Service of any portion of deposit available for refund.

E. Upon receipt of the deposits required by this Section, the customer shall be issued a receipt in the amount of the deposit received.

F. Deposits made by occupant(s) or person(s) in possession or control of such premises shall be presumed to be made by the owners and occupant or person in possession or control of such premises jointly and severally.

7. **LIABILITY OF CITY.** The City shall not be liable for or on account of the interruption, for any reason whatsoever, of water service to any water user or other person or entity, and the officers or employees of the City shall not be liable for or on account of the interruption, for any reason whatsoever, of water service to any such user or other person or entity, except for the intentional or will full misconduct of such officer or such employee.

Revised 02/2017

8. **WATER METERS.** Water furnished from the water system of the City shall be measured by meters tested and approved by the Public Works Department and furnished by the water user, which Department shall repair or replace all meters in services of one inch or smaller. Meters in services larger than one inch shall be tested, repaired or replaced in accordance with rules and regulations promulgated by the City Manager. Said rules may provide for the frequency of testing or inspection and the manner thereof; the cost or expense or charges for testing, inspection, repair or replacement and the allocation thereof, the place of such operations and the responsibility for production of meters thereat, or of testing or repair equipment at meter sites; the limitation of the makes of meters to specific manufacturers which may be placed in service; the establishment of reasonable time limits for, and procedures to, carry out the mechanics of such testing, inspection, repair and replacement and the administration thereof. (Amended, Ordinance No. 2017-08, February 6, 2017) (Amended, Ordinance No. 2013-20, April 1, 2013) (Amended, Ordinance No. 2000-63, July 17, 2000) (Amended, Ordinance No. 90-35, March 19, 1990)

9. **WATER SERVICE LINE.** The water service line shall be originally supplied by the owner of the premise served thereby. The City shall maintain and keep in repair residential water service lines from the City main to the discharge side of the curb stop. The owner of the premise served thereby shall maintain and keep in repair residential service lines from the discharge side of the curb stop to the intake side of the water meter, and keep in repair unmetered services lines, commercial service lines and industrial service lines from the tap at the City mains to the discharge side of the water meter, subject to the other provisions of this Chapter. If repairs to a water service line become necessary in the judgment of City Personnel, the City may cause such repairs to be made, and if the same would otherwise be the responsibility of said owner of the premise, the cost thereof may be added to the water bill for that service. Not more than one lot or parcel of ground shall be served by each service line, except as provided elsewhere herein, and whenever a lot or parcel of ground being served by a service line is divided into separate ownership, water service after such division shall be provided by a separate service line for each of the respective parts thereof. Where two or more single-family residence buildings or two-family residence buildings having water service of the residential classification are located on one lot or parcel of ground, a separate water service line shall be provided for each such building whether the same are owned by one person or entity or otherwise. (Amended, Ordinance No. 2013-20, April 1, 2013) (Amended, Ordinance No. 2005-112, December 19, 2005) (Amended, Ordinance No. 90-12, January 29, 1990)

10. **COMMERCIAL SERVICE LINE.** Water service classified as commercial service will be supplied through a single service line to each building situated on one lot or parcel of ground or on contiguous lots or parcels of ground under single ownership and the

water furnished thereto will be measured by a single meter for each service line. The owner may request in writing to the Public Works Director that more than one service line or more than one meter be utilized to furnish the water service in this section. The director shall approve or deny such requests in writing to the owner prior to service line installation. The intervening of a street, alley, or public easement or way between such lots or parcels of ground under single ownership shall be ignored in determining the contiguity thereof. In the event any part of such lot or parcel, or such contiguous lots or parcels, is separate service lines and meters. (Amended, Ordinance No. 2017-08, February 6, 2017) (Amended, Ordinance No. 2055-112, December 19, 2005) (Amended, Ordinance No. 2000-63, July 17, 2000) (Amended, Ordinance No. 90-35, March 19, 1990)

11. **WATER METER INSTALLATION AND MAINTENANCE.** All existing and newly installed water meters shall be located or relocated, at the expense of the owner of the premises served, so as, in the determination of the Public Works Director, to control the entire supply of water to the premises and in a clean, dry safe place so that the meter or meters not be subject to great temperature variance and be properly protected from freezing and other hazards, and be easily accessible for installation, maintenance, reading, and replacement. All meters shall at the time of installation be equipped with a device, approved by said director, which will permit said meter to be read without entry into the building or other enclosure wherein the meter is located, said device being known as a communication module. After original installation, the City shall test, inspect, repair, or replace water meters and communication modules as needed. The City may charge the owner of the premises served for service and/or replacement costs for water meters and accessories that are damaged due to improper protection from freezing and other hazards by said owner.

(Amended, Ordinance No. 2017-08, February 6, 2017) (Amended, Ordinance No. 2013-20, April 1, 2013) (Amended, Ordinance No. 2005-112, December 19, 2005) (Amended, Ordinance No. 2000-63, July 17, 2000) (Amended, Ordinance No. 90-35, March 19, 1990)

12. **ESTIMATED BILLING.** If at any time a meter shall fail to accurately measure and register the amount of water passing through the same, or the meter is not read by the City due to labor shortage, equipment failure, inclement weather, or other unforeseen circumstances, the quantity of water used may be estimated as an amount equal to the amount property and correctly registered during a previous reading period determined by the City to be a period of substantially similar water usage. (Amended, Ordinance No. 2005-112)

13. **CLASSIFICATION OF WATER SERVICES.** Water services from the water system of the City are hereby classified as residential monthly services, commercial monthly services, and industrial monthly services.

Classifications shall be assigned at the determination of the Public Works Director. If there is insufficient actual measurement of water furnished to determine the average use as aforesaid, classification pending determination based on actual use, may be made on the basis of reasonable estimate. (Amended, Ordinance No. 2017-08, February 6, 2017) (Amended, Ordinance No. 2013-20, April 1, 2013) (Amended, Ordinance No. 2005-112, December 19, 2005) (Amended, Ordinance No. 200-63, July 17, 2000) (Amended, Ordinance No. 98-55, August 31, 1998) (Amended, Ordinance No. 90-35, March 19, 1990)

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

<u>METER CHARGE</u>	5/1/22	5/1/23
RESIDENTIAL SERVICE:	\$4.38	\$4.64

<u>Meter Size</u>	<u>Monthly – Per Meter</u>	
5/8" – 3/4"	\$11.87	\$12.58
1" – 1 1/4" – 1 1/2"	\$43.84	\$46.47
2" – 3" – 4"	\$154.65	\$163.93
6" – 7" – 8" – 10" – 12"	\$721.81	\$765.12
14" – 16" – 18"	\$2964.56	\$3,142.43

QUANTITY CHARGE

5/1/2022

5/1/2023

RESIDENTIAL AND COMMERCIAL SERVICE:

<u>Cubic Feet Monthly</u>		<u>Charge Per 100 Cubic Feet</u>	
First	700	\$5.41	\$5.73
Next	1,500	\$4.92	\$5.22
Next	12,900	\$4.39	\$4.65
Next	18,300	\$3.52	\$3.73
Next	133,300	\$2.76	\$2.93
Next	833,300	\$2.62	\$2.78
Next	1,000,000	\$2.19	\$2.32
All Over	2,000,000	\$1.53	\$1.62

INDUSTRIAL SERVICE:

<u>Cubic Feet Monthly</u>		<u>Charge Per 100 Cubic Feet</u>	
First	700	\$8.31	\$8.81
Next	1,500	\$7.53	\$7.98
Next	12,900	\$6.69	\$7.09
Next	18,300	\$5.39	\$5.71
Next	133,300	\$4.26	\$4.52
Next	833,300	\$3.97	\$4.21
Next	1,000,000	\$3.33	\$3.53
All Over	2,000,000	\$2.37	\$2.51

The monthly charge shall consist of the meter charge plus the quantity charge.

The meter charge shall accrue for each monthly period during which water service is available and has not been shut off without regard to whether water service is furnished through the same.

Effective May 1, 2016, and continuing annually on May 1 thereafter, all water meter, water quantity, fire hydrant and water station charges contained in this Chapter will increase by

2.5 percent or by the annual percentage change of the U.S. Department of Labor Midwest Urban Consumer Price Index for each corresponding January 1 to December 31 time period, whichever is greater except for year 2023 for which the increase will be 2.5 percent. The City Council must authorize any annual increase that is 5.0 percent or higher. (Amended, Ordinance No. 2022-12, April 4, 2022) (Amended, Ordinance No. 2013-33, April 15, 2013) (Amended, Ordinance No. 2013-20, April 1, 2013) (Amended Ordinance No. 2008-42, June 16, 2008) (Amended, Ordinance No. 2005-112, December 19, 2005) (Amended, Ordinance No. 98-55, August 31, 1998) (Amended, Ordinance No. 93-28, May 17, 1993) (Amended, Ordinance No. 89-05, January 17, 1989)

15. **NOT FOR PROFIT INSTITUTIONS.** Water service to public and semi-public entities, organizations and institutions not operated for profit including, but not limited to, religious, educational, eleemosynary, philanthropic and other similar entities or organizations with U.S. Internal Revenue Code Section 501(c)(3) recognition of exemption from federal income taxation may be, as determined by the Public Works Director, classified as residential for meter charges only in accordance with such classification. Water quantity charge classifications for not for profit institutions are not affected by this section. (Amended, Ordinance No. 2017-08, February 6, 2017) (Amended, ordinance No. 2013-20, April 1, 2013) (Amended, Ordinance No. 2005-112, December 19, 2005) (Amended, Ordinance No. 2000-63, July 17, 2000) (Amended, Ordinance No. 90-35, March 19, 1990)

16. **SERVICE OUTSIDE OF CORPORATE LIMITS.** Water may be furnished through services situated outside the corporate limits of the City only upon express agreement approved by the Council, and then only upon charges two times the charges for

water furnished water services of the same classification situated within the corporate limits of the City.

17. **REGULAR BILLING.** The Public Works Department, upon such schedule as shall be determined by the Director thereof, shall cause each water meter to be read regularly each classification period applicable to each meter and shall promptly return such readings to the Department of Finance. The Department of finance shall compute the appropriate charges for water furnished in accordance with this ordinance and shall bill for the same. The water services bill shall set forth the period during which the charges shown thereon accrued, the amount of the service charge, the amount of the water-furnished charge, the amount of water furnished, the due date of payment and any other charges connected with such service including the amount and the reason for same. (Amended, Ordinance No. 2017-08, February 6, 2017) (Amended, Ordinance No. 2000-63, July 17, 2000) (Amended, Ordinance No. 90-35, March 19, 1990)

18. **SPECIAL METER READING.** In the event a meter is not functioning correctly or not accessible to be read at the time usually scheduled for such reading so that the same is not read, charges may be based on an amount of water estimated to have been furnished through said meter determined in the same manner as provided in Section 12 hereof. Not more than two (2) bills based on an estimate shall be permitted in a twelve (12) month period. It shall be the duty of the customer to arrange with the Public Works Department for a special time at which the meter will be accessible for such purpose at the usually scheduled time for such reading for the billing period succeeding the estimated bill. A fee of Fifty Dollars (\$50.00) shall be charged for each special reading requested to be made during regular departmental working hours and a fee of One Hundred Dollars (\$100.00) for each

special reading requested to be made during a time other than departmental working hours. Failure to cause the required reading to be timely made shall be a delinquency and shall result in the same penalty and admit of the same notice consequences as late payment as elsewhere provided herein. (Amended, Ordinance 2017-08, February 16, 2017) (Amended, Ordinance No. 2013-20, April 1, 2013) (Amended, Ordinance No. 2005-112, December 19, 2005) (Amended, Ordinance No. 2000-63, July 17, 2000) (Amended, Ordinance No. 90-35, March 19, 1990)

19. **ACTIVATION OF SERVICE.** The Public Works Department shall initially activate a new service, or restore service upon customer request during usual business hours, at no cost to the customer for the initial service call. Each additional service call made by the City after the initial call will be charged to the customer as Fifty Dollars (\$50.00) fee. If the customer request is for a time other than the usual business hours of the Department, a fee of One Hundred Dollars (\$100.00) shall be charged for each service call, which said fee may be waived under circumstance(s) which in the opinion of the Public Works Director constitute an emergency. (Amended, Ordinance 2017-08, February 16, 2017) (Amended, Ordinance No. 2013-20, April 1, 2013) (Amended, Ordinance No. 2005-112, December 19, 2005) (Amended, Ordinance No. 2000-63, July 17, 2000) (Amended, Ordinance No. 90-35, March 19, 1990)

20. **PAYMENT FOR CHARGES.** Charges for water furnished from the City water system and other charges relating to water service shall be payable at the office of the City Treasurer and shall not be considered paid until payment is actually received in said office. The failure to receive a bill for charges for any particular period or periods shall not affect

liability to pay such charges when due or excuse the accrual of penalty for delinquent payment or non-payment.

21. **DELINQUENT PAYMENTS.** Water service bills including charges for water furnished and other charges relating to such services, for all routes at least partially comprised of residential customers, shall be due and payable on or before the 21st day following the day on which the same are billed. Water service bills including charges for water furnished and other charges relating to such services, for all other routes, shall be due and payable on or before the 14th day following the day on which the same are billed. Water service bills paid after the applicable due date shall have added thereto a late payment charge of Five Percent (5%) of said charges. On the next business day after the due date aforesaid, the Finance Department shall cause a delinquency notice to be sent or given the person or entity named upon any past due bill. Such delinquent notice shall set out that water service which is the subject of such delinquency shall be shut off after the 14th day. Delinquent charges for furnishing water, and delinquent other charges relating to any water service or the water service bill, shall be a lien upon the premises served. (Amended, Ordinance No. 2013-20, April 1, 2013) (Amended, Ordinance No. 2005-112, December 19, 2005)

22. **SERVICE SHUT OFF.** Unless all charges for water furnished and any other charges relating to a water service or the water service bill are paid on or before 14 days after the date of a delinquency notice relating thereto, the Public Works Department shall cause such service to be shut off and water shall not be furnished through such service until such time as any and all such charges and penalties are fully paid. In addition to such charges, a fee for restoring the furnishing of water in such service shall be paid in advance which said fee shall be Fifty Dollars (\$50.00) if restoration of service is requested to be made during the

usual business hours of the Public Works Department or One Hundred Dollars (\$100.00) if such restoration of service is requested to be made at hours other than usual departmental business hours. If the customer requires more than one service call for the services stated in this section, the customer will be charged on their next bill for each separate service call made by the City. (Amended, Ordinance 2017-08, February 16, 2017) (Amended, Ordinance No. 2013-20, April 1, 2013) (Amended, Ordinance No. 2005-112, December 19, 2005) (Amended, Ordinance No. 2000-63, July 17, 2000) (Amended, Ordinance No. 90-35, March 19, 1990)

23. **WATER FROM HYDRANT.** After issuance of a permit, water may be furnished through a City fire hydrant in circumstances wherein, in the opinion of the Director of Public Works Department, such furnishing by other means is not practicable. Application for such permit shall be upon forms furnished by said Department which shall show the name of the applicant; the location of the hydrant to be used; the circumstances requiring such permit; the purpose for, and the location at, which the water is to be used; the estimated amount of water to be furnished; the estimated duration of hydrant use; and such other pertinent information as said Director may deem appropriate. Such application shall be accompanied with a deposit of cash, bank draft or certified check in the amount of One Hundred Dollars (\$100.00). Quantities and service sizes shall be determined either by estimates fixed by the Director or by temporary installation of a meter. If a hydrant location requires additional City services or resources, a site-specific hydrant charge shall be determined by said Director and billed to said applicant. All charges shall be paid within fifteen (15) days of the billing date otherwise the permit and furnishing of water shall terminate and the deposit be forfeited. Upon the payment of all charges and the return, in good working condition, of any equipment

furnished by the Department, the deposit shall be returned to the applicant. All costs to the City for non-working, damaged, lost or missing equipment will be billed to the applicant. All connections to fire hydrants for water shall comply with the appropriate backflow prevention requirements of the State of Illinois Plumbing Code, City Code and City policies. .

(Amended, Ordinance 2017-08, February 16, 2017) (Amended, Ordinance No. 2013-20, April 1, 2013) (Amended, Ordinance No. 2008-42, June 16, 2008) (Amended, Ordinance No. 2005-112, December 19, 2005) (Amended, Ordinance No. 2000-63, July 17, 2000) (Amended, Ordinance No. 90-35, March 19, 1990)

24. **WATER FURNISHED AT WATER STATIONS.** Water may be furnished other than through a water service or fire hydrant, as provided in this Code, only at a City water station. Effective May 1, 2013, the monthly rate shall be \$5.08 per 100 cubic feet (\$0.68 per 100 gallons). Effective May 1, 2014 the monthly rate shall be \$6.60 per 100 cubic feet (\$0.88 per 100 gallons), and on May 1, 2015 the monthly rate shall be \$8.25 per 100 cubic feet (\$1.10 per 100 gallons). Charges not paid within 30 days of the billing date will result in the termination of water station use by said customer. (Amended, Ordinance No. 2013-20, April 1, 2013) (Amended, Ordinance No. 2008-42, June 16, 2008) (Amended, Ordinance No. 2005-112, December 19, 2005)

25. **RULES AND REGULATIONS.**

A. In order to implement and administer the provisions of this Chapter and other applicable provisions of ordinance and to administer the concerned departments of the City, the City Manager is authorized and empowered to cause reasonable rules, regulations, and directives, not contrary to said provisions, to be promulgated and enforced, the same to

be filed with the city Clerk, and kept and made available for public inspection at the office of said Clerk.

B. In addition to the authority granted in paragraph A hereof, the City Manager is hereby further authorized to issue and promulgate rules and regulations which limit the amount of water which may be consumed by the various classifications of water services established herein. Such limitations may be for specific periods of time or may be indefinite in duration, may prohibit or limit certain types of water use and must be uniform as to all users within a particular water service classification. Said rules and regulations shall be filed with the City Clerk as provided in subsection A hereof.

26. **PROHIBITED ACTIONS.** In addition to the prohibitions set forth in this Chapter, the following actions shall be prohibited.

A. No person shall connect or cause the connection of a water service to the water system of the City except as provided by the City Code.

B. No person shall restore water service from the water system of the City after such service has been turned off by the Public Works Department without first obtaining written permission from the City to do so.

C. No person shall resell water furnished through a water service from the water system of the City except upon express contract in writing approved by the City Council.

D. No person other than an authorized employee of the city or an authorized permittee of the City shall open, take water from, or interfere with City fire hydrants.

E. No person shall use or consume water in violation of any duly authorized rule or regulation established pursuant to Section 26 hereof.

27. **PENALTY.**

A. Any person or firm or corporation who shall violate any provision of Section 27 above shall be guilty of a misdemeanor and shall be fined not less than Two Hundred Fifty Dollars (\$250.00) no more than One Thousand Dollars (\$1,000.00) and each day upon which a continuing violation occurs shall be viewed as a separate offense.

B. In addition to the penalties set forth in subsection (A) above, any customer, person, firm or corporation found to be in violation of any of the provisions of this Chapter, or any regulation duly established hereunder, may, by such violation, be deemed to have forfeited the privilege or right, as the case may be, of being furnished water from the water system of the City, and any and all water service of such person may be shut off or disconnected from said water system. The City may also institute any other action provided by law for the recovery of the value of any water appropriated from the City water system in violation of any provision of this Chapter. (Amended, Ordinance 2017-08, February 16, 2017) (Amended, Ordinance No. 2011-73, October 31, 2011) (Amended, Ordinance No. 2005-112, December 19, 2005) (Amended, Ordinance No. 2000-63, July 17, 2000) (Amended, Ordinance No. 90-35, March 19, 1990)

28. **SEWER USER CHARGES.** Sewer user charges of the Sanitary District of Decatur, or of the City, including stormwater utility fees, and sanitary sewer connection charges of the City are and shall be recognized and treated as other charges relating to water service along with all other such charges as provided for in this Code. (Amended, Ordinance 2014-15, April 21, 2014)

29. **TAMPERING WITH WATER INFRASTRUCTURE.** Any person who tampers, injures, alters, obstructs, prevents the action of, or breaks the seal on any City water

infrastructure components, including, but not limited to water meters and their accessories, curb stops, water mains, water valves, air release valves, hydrants, storage reservoirs, elevated tanks and treatment facilities served by the City without the permission of the City, or who, without such permission, by-passes or jumps a water infrastructure component shall be fined not less than Five Hundred Dollars (\$500.00) no more than One Thousand Five Hundred Dollars (\$1,500.00) for each offense and each day upon which a continuing violation occurs shall be viewed as separate offense. Said conviction is grounds for the termination of water service to that meter and to any other water service carried in the name of the person, firm or corporation, so convicted. (Amended, Ordinance No. 2011-73, October 31, 2011) (Amended, Ordinance No. 2005-112, December 19, 2005)

30. **ANNUAL AUDIT.** The water fund shall be reviewed, not less often than annually, by Certified Public Accountants for the City in the annual audit report. (Amended, Ordinance No. 2013-20, April 1, 2013) (Amended, Ordinance No. 2001-17, March 19, 2001)

31. **REVENUES.** All revenues and moneys derived from the operation of the water system shall be deposited in the water account of the water fund. . (Amended, Ordinance No. 2013-20, April 1, 2013) (Amended, Ordinance No. 2005-112, December 19, 2005) (Amended, Ordinance No. 2001-17, March 19, 2001)

32. **ACCOUNTS.** The City Treasurer shall establish a proper system of accounts and shall keep proper books, records, and accounts in which complete and correct entries shall be made of all transactions relative to the water system, and at regular annual intervals shall cause to be made and audit by an independent auditing concern of the books to show the receipts and disbursements of the water system.

In addition to the customary operating statements, the annual financial report shall also reflect the revenues and operating expenses of the water facilities. The financial information to be shown in the annual financial report shall include the following:

1. Billing data to show total number of gallons billed per fiscal year.
2. Debt service for the next succeeding fiscal year.
3. Number of users connected to the system.

(Amended, Ordinance No. 2013-20, April 1, 2013) (Amended, Ordinance No. 2001-17, March 19, 2001)

33. **ACCESS TO RECORDS.** The Director of the Illinois Environmental Protection Agency, or his authorized representative, shall have access to any books, documents, papers and records of the City which are applicable to the City's system of user charges for the purpose of making audit, examination, excerpts and transcriptions thereof to insure compliance with the terms of the State Loan. (Amended, Ordinance No. 2005-112, December 19, 2005) (Amended, Ordinance No. 2001-17, March 19, 2017)

34. **APPEALS.** The method of computation of rates and service charges established for user charges in this Chapter shall be made available to a user within ten (10) days of a written request for such. Any disagreement over the method used or in the computations thereof shall be resolved by the Finance Director within thirty (30) days after notification of a formal written appeal outlining the discrepancies. (Amended, Ordinance No. 2001-17, March 19, 2001)

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

PRESENTED, PASSED, APPROVED AND RECORDED this 20th day of March, 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2023.

CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 64

WATER SERVICE

1. **DEFINITIONS.** For the purposes of this Chapter, unless context clearly indicates otherwise, the following definitions shall apply in the interpretation and enforcement of this Chapter.
 - A. Administrator: The Administrator of the U.S. Environmental Protection Agency.
 - B. Applicant: The person(s), business or corporation applying for a permit or for water service.
 - C. Charges for Utility Services (which will require changes throughout Chapter): Include charges appearing on the City Utility bill including water service fees, Sanitary District fees, sanitary sewer fees, recycling fees, storm water utility fees, and water meter damage fees, reconnection fees and other associated and related fees.
 - D. City: The City of Decatur, an Illinois Municipal Corporation
 - E. Commercial Service: All water service other than residential water service or industrial water service.
 - F. Customer: The owner(s) of the premises to which water service is provided, or the owner(s) and owner authorized occupant(s) or person(s) in possession or control of such premises jointly and severally. Whenever an occupant or person in possession or control of premises is a customer, they are presumed to be authorized by the

owner to obligate owner for the payment of the water service bill jointly and severally with such occupant or person in possession or control of premises.

G. Disconnect: To stop the supply of water to a customer.

H. Federal Act: The Federal 1996 Safe Drinking Water Acts Amendments.

I. Industrial Service: Water services to which more than one million (1,000,000) gallons or 133,680.55 cubic feet per day are furnished, averaged over the one year period immediately preceding the effective billing date.

J. Monthly: A period of twenty-eight, twenty-nine, thirty, or thirty-one days as the case may be, whether the same commences or ends on the first day of a calendar month or otherwise.

K. Owner: The person(s) having an ownership interest alone, or jointly or severally with others in premises connected to the public water system by being (1) the legal title holder or holders to the premises or dwelling units, with or without accompanying actual possession thereof; (2) the beneficial owner(s) of an Illinois Land Trust if legal title is held by such a trust; (3) the purchaser under a real estate installment sales contract; (4) any person serving as executor, administrator, trustee, or guardian of an estate if legal title is held by the estate; or (5) any person, including the agent of the legal title holder, who is authorized or entitled to control, manage or dispose of any premises.

L. Premise: The property, dwelling, dwelling unit, lot, building or a part of a building or any other parcel or tract of land to which the City provides water service. Any property, dwelling, dwelling unit, lot, building or part of a building or any other parcel or tract of land which has its own water service connection and/or water meter shall be considered a separate premise for purposes of this definition.

M. Residential Service: Water services from the water system to a single-family residence or a two-family residence.

N. State Act: The Illinois Anti-Pollution Bond Act and for making such loans as filed with the Illinois Secretary of State.

O. Utility Bill: The amounts charged by the City for the use of water, Sanitary District, sewer user fee, storm water utility, recycling, water meter damage fees, reconnection fees and other associated and related fees as set forth in the City Code.

P. Water Fund: The principal accounting designation of all revenues received in the operation of the water system.

Q. Water Service: The pipeline providing water from the water system of the City to customer premises.

R. Water Service Line: The necessary tap, pipe, stop boxes, test plugs, stop cocks, hydrants, bypasses, meters, fixtures and appurtenances between the City water main and the discharge side of the water meter. Unmetered service lines for fire protection purposes shall be considered water service lines for the entire length thereof.

S. Public Water System: The water main pipes, pumps valves, hydrants and necessary components that deliver potable water to the public. (Amended, Ordinance No. 2001-17, March 19, 2001)

4.2. **WATER FURNISHED.** Water service shall be furnished by the City only in compliance with, and subject to, the provisions of this Chapter and other applicable provisions and ordinances of the City and rules, regulations, and directives authorized thereby, and then only upon application for the same made and approved by the City to the ~~Public Works Department by the owner, or the duly authorized agent of the owner, of the~~

~~premises to be served~~, upon forms furnished by the City. (Amended, Ordinance No. 2009-39)
Amended, Ordinance No. 2005-112)

2.3. **CUSTOMER RESPONSIBILITY. OWNER RESPONSIBILITY.** The ~~customer owner of the premises to be served~~ shall be responsible for the payment of all charges for ~~water or~~ utility service thereto and said ~~customer owners, and the person or entity in possession of the premises if other than the owner, severally and jointly,~~ shall accept and abide by all of the provisions of this Code, or of other ordinances, rules, regulations, and directives of the City applicable to utility service. The owner shall also meet all applicable requirements of the State of Illinois including but not limited to those contained in the EPA Rules for Public Water Supplies (Title 35 of the Illinois Administrative Code Part 651 through 654) and the Illinois Plumbing Code (Title 77 of the Illinois Administrative Code Part 890). (Amended, Ordinance No. 2005-112, December 19, 2005)

4. **APPLICATION FOR WATER SERVICE.** Effective September 1, 2023, every customer applying for water service shall file an application on forms provided by the City Finance Department. There shall be separate application filed for each premise for which a customer desires water service. New applications shall be required for any changes in owner(s) or occupant(s) or person(s) in possession or control of such premises. Applications shall be required regardless of whether the City already provides water service to a premise and regardless of whether the customer has an application on file or is a customer for a different premise. Applications for premises that are not owner occupied shall require authorization of both the owner and occupant(s) or person(s) in possession or control of such premises. Failure to file an application and/or provide all of the information requested shall be cause for the City to deny water service and disconnect same.

5. **INELIGIBILITY.** No person shall be eligible for water service for any use whatsoever if that person, at the time of application, has any outstanding indebtedness to the City for past utility bill.

6. **DEPOSIT.**

A. Effective September 1, 2023, each application for residential water service for properties where the customer is the owner(s) and owner authorized occupant(s) or person(s) in possession or control of such premises shall be accompanied by a deposit in the amount of One Hundred Dollars (\$100.00). Failure to provide this deposit shall be cause for the City to deny water service and disconnect same.

B. Effective September 1, 2023, those customers with existing residential water service that become delinquent more than two (2) times in a twelve (12) month period shall be required to pay a One Hundred Dollar (\$100.00) deposit to the City in addition to all past due water service bill amounts and service reconnection charge to resume water service to premises.

C. Deposits for water service shall be retained by the City to ensure payment of final water service bills only. Unpaid monthly water service bills shall be considered delinquent. While the deposit is retained by the City, the customer shall not be entitled to interest on the deposit regardless of time held by the City.

D. When water service to the customer is discontinued permanently, the deposit shall be refunded to customer without interest less any amount still due the City for the utility service bill. In the event customer is owner and occupant(s) or person(s) in possession or control of premises City will make reasonable attempts to refund any

remaining deposit to the person or entity receiving the utility bill at the last known address through the U.S. Mail Service of any portion of deposit available for refund.

E. Upon receipt of the deposits required by this Section, the customer shall be issued a receipt in the amount of the deposit received.

F. Deposits made by occupant(s) or person(s) in possession or control of such premises shall be presumed to be made by the owners and occupant or person in possession or control of such premises jointly and severally.

37. LIABILITY OF CITY. The City shall not be liable for or on account of the interruption, for any reason whatsoever, of water service to any water user or other person or entity, and the officers or employees of the City shall not be liable for or on account of the interruption, for any reason whatsoever, of water service to any such user or other person or entity, except for the intentional or will full misconduct of such officer or such employee.

Revised 02/2017

48. WATER METERS. Water furnished from the water system of the City shall be measured by meters tested and approved by the Public Works Department and furnished by the water user, which Department shall repair or replace all meters in services of one inch or smaller. Meters in services larger than one inch shall be tested, repaired or replaced in accordance with rules and regulations promulgated by the City Manager. Said rules may provide for the frequency of testing or inspection and the manner thereof; the cost or expense or charges for testing, inspection, repair or replacement and the allocation thereof, the place of such operations and the responsibility for production of meters thereat, or of testing or repair equipment at meter sites; the limitation of the makes of meters to specific manufacturers which may be placed in service; the establishment of reasonable time limits

for, and procedures to, carry out the mechanics of such testing, inspection, repair and replacement and the administration thereof. (Amended, Ordinance No. 2017-08, February 6, 2017) (Amended, Ordinance No. 2013-20, April 1, 2013) (Amended, Ordinance No. 2000-63, July 17, 2000) (Amended, Ordinance No. 90-35, March 19, 1990)

59. WATER SERVICE LINE. ~~A water service line shall consist of the necessary tap, pipe, stop boxes, test plugs, stop cocks, hydrants, bypasses, meters, fixtures and appurtenances between the City water main and the discharge side of the water meter. Unmetered service lines for fire protection purposes shall be considered water service lines for the entire length thereof.~~ The water service line shall be originally supplied by the owner of the premise property served thereby. The City shall maintain and keep in repair residential water service lines from the City main to the discharge side of the curb stop. The owner of the premise property served thereby shall maintain and keep in repair residential service lines from the discharge side of the curb stop to the intake side of the water meter, and keep in repair unmetered services lines, commercial service lines and industrial service lines from the tap at the City mains to the discharge side of the water meter, subject to the other provisions of this Chapter. If repairs to a water service line become necessary in the judgment of City Personnel, the City may cause such repairs to be made, and if the same would otherwise be the responsibility of said owner of the premise property, the cost thereof may be added to the water bill for that service. Not more than one lot or parcel of ground shall be served by each service line, except as provided elsewhere herein, and whenever a lot or parcel of ground being served by a service line is divided into separate ownership, water service after such division shall be provided by a separate service line for each of the respective parts thereof. Where two or more single-family residence buildings or two-family residence buildings

having water service of the residential classification are located on one lot or parcel of ground, a separate water service line shall be provided for each such building whether the same are owned by one person or entity or otherwise. (Amended, Ordinance No. 2013-20, April 1, 2013) (Amended, Ordinance No. 2005-112, December 19, 2005) (Amended, Ordinance No. 90-12, January 29, 1990)

610. **COMMERCIAL SERVICE LINE.** Water service classified as commercial service will be supplied through a single service line to each building situated on one lot or parcel of ground or on contiguous lots or parcels of ground under single ownership and the water furnished thereto will be measured by a single meter for each service line. The owner may request in writing to the Public Works Director that more than one service line or more than one meter be utilized to furnish the water service in this section. The director shall approve or deny such requests in writing to the owner prior to service line installation. The intervening of a street, alley, or public easement or way between such lots or parcels of ground under single ownership shall be ignored in determining the contiguity thereof. In the event any part of such lot or parcel, or such contiguous lots or parcels, is separate service lines and meters. (Amended, Ordinance No. 2017-08, February 6, 2017) (Amended, Ordinance No. 2055-112, December 19, 2005) (Amended, Ordinance No. 2000-63, July 17, 2000) (Amended, Ordinance No. 90-35, March 19, 1990)

711. **WATER METER INSTALLATION AND MAINTENANCE.** All existing and newly installed water meters shall be located or relocated, at the expense of the owner of the premises served, so as, in the determination of the Public Works Director, to control the entire supply of water to the premises and in a clean, dry safe place so that the meter or meters not be subject to great temperature variance and be properly protected from freezing

and other hazards, and be easily accessible for installation, maintenance, reading, and replacement. All meters shall at the time of installation be equipped with a device, approved by said director, which will permit said meter to be read without entry into the building or other enclosure wherein the meter is located, said device being known as a communication module. After original installation, ~~said the City Department~~ shall test, inspect, repair, or replace water meters and communication modules as needed. ~~The City Said Department~~ may charge the owner of the premises served for service and/or replacement costs for water meters and accessories that are damaged due to improper protection from freezing and other hazards by said owner. (Amended, Ordinance No. 2017-08, February 6, 2017) (Amended, Ordinance No. 2013-20, April 1, 2013) (Amended, Ordinance No. 2005-112, December 19, 2005) (Amended, Ordinance No. 2000-63, July 17, 2000) (Amended, Ordinance No. 90-35, March 19, 1990)

812. ESTIMATED BILLING. If at any time a meter shall fail to accurately measure and register the amount of water passing through the same, or the meter is not read by the City due to labor shortage, equipment failure, inclement weather, or other unforeseen circumstances, the quantity of water used may be estimated as an amount equal to the amount property and correctly registered during a previous reading period determined by the City Water Customer Service Office to be a period of substantially similar water usage. (Amended, Ordinance No. 2005-112)

913. CLASSIFICATION OF WATER SERVICES. Water services from the water system of the City are hereby classified as residential monthly services, commercial monthly services, and industrial monthly services. ~~The term “monthly” as used in this Chapter, unless some other meaning is clearly intended from the context in which the same is used, means a~~

~~period of twenty eight, twenty nine, thirty, or thirty one days, as the case may be, whether the same commences or ends on the first day of a calendar month or otherwise.~~

~~Water services from said system to a single family residence or a two family residence are residential services. Water services to which more than one million (1,000,000) gallons or 133,680.55 cubic feet per day are furnished, averaged over the one year period immediately proceeding the effective billing date, are industrial services. Except as otherwise provided herein, all other services are commercial services. Classifications shall be assigned at the determination of the Public Works Director. If there is insufficient actual measurement of water furnished to determine the average use as aforesaid, classification pending determination based on actual use, may be made on the basis of reasonable estimate.~~ (Amended, Ordinance No. 2017-08, February 6, 2017) (Amended, Ordinance No. 2013-20, April 1, 2013) (Amended, Ordinance No. 2005-112, December 19, 2005) (Amended, Ordinance No. 200-63, July 17, 2000) (Amended, Ordinance No. 98-55, August 31, 1998) (Amended, Ordinance No. 90-35, March 19, 1990)

1014. WATER CHARGES. The water charges shall be based upon the classification of service, the meter size and the quantity of water furnished monthly as follows:

<u>METER CHARGE</u>	<u>5/1/13</u>	<u>5/1/22</u>	<u>5/1/14</u>	<u>5/1/23</u>	<u>5/1/15</u>
RESIDENTIAL SERVICE:		<u>\$4.38</u>		<u>\$4.64</u>	
<u>Meter Size</u>			<u>Monthly – Per Meter</u>		
All		<u>\$2.27</u>	<u>\$2.95</u>		<u>\$3.69</u>
<u>5/8" – 3/4"</u>		<u>\$11.87</u>	<u>\$12.58</u>		
<u>1" – 1 1/4" – 1 1/2"</u>		<u>\$43.84</u>	<u>\$46.47</u>		
<u>2" – 3" – 4"</u>		<u>\$154.65</u>	<u>\$163.93</u>		
<u>6" – 7" – 8" – 10" – 12"</u>		<u>\$721.81</u>	<u>\$765.12</u>		
<u>14" – 16" – 18"</u>		<u>\$2964.56</u>	<u>\$3,142.43</u>		

QUANTITY CHARGE5/1/13 5/1/20225/1/14 5/1/20235/1/15

RESIDENTIAL AND COMMERCIAL SERVICE:

<u>Cubic Feet Monthly</u>		<u>Charge Per 100 Cubic Feet</u>	
First	700	-\$2.81 <u>\$5.41</u>	\$3.65 <u>\$5.73</u>
Next	1,500	-\$2.55 <u>\$4.92</u>	\$3.32 <u>\$5.22</u>
Next	12,900	\$2.28 <u>\$4.39</u>	\$2.96 <u>\$4.65</u>
Next	18,300	\$1.82 <u>\$3.52</u>	\$2.37 <u>\$3.73</u>
Next	133,300	\$1.43 <u>\$2.76</u>	\$1.86 <u>\$2.93</u>
Next	833,300	\$1.35 <u>\$2.62</u>	\$1.76 <u>\$2.78</u>
Next	1,000,000	\$1.13 <u>\$2.19</u>	\$1.47 <u>\$2.32</u>
All Over	2,000,000	-\$.80 <u>\$1.53</u>	\$1.04 <u>\$1.62</u>

INDUSTRIAL SERVICE:

<u>Cubic Feet Monthly</u>		<u>Charge Per 100 Cubic Feet</u>	
First	700	\$4.31 <u>\$8.31</u>	\$5.60 <u>\$8.81</u>
Next	1,500	\$3.90 <u>\$7.53</u>	\$5.07 <u>\$7.98</u>
Next	12,900	\$3.47 <u>\$6.69</u>	\$4.51 <u>\$7.09</u>
Next	18,300	\$2.79 <u>\$5.39</u>	\$3.63 <u>\$5.71</u>
Next	133,300	\$2.21 <u>\$4.26</u>	\$2.87 <u>\$4.52</u>
Next	833,300	\$2.05 <u>\$3.97</u>	\$2.67 <u>\$4.21</u>
Next	1,000,000	\$1.73 <u>\$3.33</u>	\$2.25 <u>\$3.53</u>
All Over	2,000,000	\$1.23 <u>\$2.37</u>	\$1.60 <u>\$2.51</u>

The monthly charge shall consist of the meter charge plus the quantity charge.

The meter charge shall accrue for each monthly period during which water service is available and has not been shut off without regard to whether water service is furnished through the same.

Effective May 1, 2016, and continuing annually on May 1 thereafter, all water meter, water quantity, fire hydrant and water station charges contained in this Chapter will increase by 2.5 percent or by the annual percentage change of the U.S. Department of Labor Midwest Urban Consumer Price Index for each corresponding ~~May 1~~ January 1 to ~~April 30~~ December 31 time period, whichever is greater, except for the year ~~May 1, 2022~~ 2023 to ~~April 20, 2023~~ for which the increase will be 2.5 percent. The City Council must authorize any annual increase that is 5.0

percent or higher. (Amended, Ordinance No. 2022-12, April 4, 2022) (Amended, Ordinance No. 2013-33, April 15, 2013) (Amended, Ordinance No. 2013-20, April 1, 2013) (Amended Ordinance No. 2008-42, June 16, 2008) (Amended, Ordinance No. 2005-112, December 19, 2005) (Amended, Ordinance No. 98-55, August 31, 1998) (Amended, Ordinance No. 93-28, May 17, 1993) (Amended, Ordinance No. 89-05, January 17, 1989)

~~44~~**15. NOT FOR PROFIT INSTITUTIONS.** Water service to public and semi-public entities, organizations and institutions not operated for profit including, but not limited to, religious, educational, eleemosynary, philanthropic and other similar entities or organizations with U.S. Internal Revenue Code Section 501(c)(3) recognition of exemption from federal income taxation may be, as determined by the Public Works Director, classified as residential for meter charges only in accordance with such classification. Water quantity charge classifications for not-for-profit institutions are not affected by this section. (Amended, Ordinance No. 2017-08, February 6, 2017) (Amended, ordinance No. 2013-20, April 1, 2013) (Amended, Ordinance No. 2005-112, December 19, 2005) (Amended, Ordinance No. 2000-63, July 17, 2000) (Amended, Ordinance No. 90-35, March 19, 1990)

~~42~~**16. SERVICE OUTSIDE OF CORPORATE LIMITS.** Water may be furnished through services situated outside the corporate limits of the City only upon express agreement approved by the Council, and then only upon charges two times the charges for water furnished water services of the same classification situated within the corporate limits of the City.

~~43~~**17. REGULAR BILLING.** The Public Works Department, upon such schedule as shall be determined by the Director thereof, shall cause each water meter to be read regularly each classification period applicable to each meter and shall promptly return such readings to

the Department of Finance. The Department of finance shall compute the appropriate charges for water furnished in accordance with this ordinance and shall bill for the same. The water services bill shall set forth the period during which the charges shown thereon accrued, the amount of the service charge, the amount of the water-furnished charge, the amount of water furnished, the due date of payment and any other charges connected with such service including the amount and the reason for same. (Amended, Ordinance No. 2017-08, February 6, 2017) (Amended, Ordinance No. 2000-63, July 17, 2000) (Amended, Ordinance No. 90-35, March 19, 1990)

1418. SPECIAL METER READING. In the event a meter is not functioning correctly or not accessible to be read at the time usually scheduled for such reading so that the same is not read, charges may be based on an amount of water estimated to have been furnished through said meter determined in the same manner as provided in Section 812 hereof. Not more than two (2) bills based on an estimate shall be permitted in a twelve (12) month period. It shall be the duty of the customer ~~owner of the premises or the person in the possession thereof~~ to arrange with the Public Works Department for a special time at which the meter will be accessible for such purpose at the usually scheduled time for such reading for the billing period succeeding the estimated bill. A fee of ~~Thirty Five Dollars (\$35.00)~~ Fifty Dollars (\$50.00) shall be charged for each special reading requested to be made during regular departmental working hours and a fee of ~~Fifty Dollars (\$50.00)~~ One Hundred Dollars (\$100.00) for each special reading requested to be made during a time other than departmental working hours. Failure to cause the required reading to be timely made shall be a delinquency and shall result in the same penalty and admit of the same notice consequences as late payment as elsewhere provided herein. (Amended, Ordinance 2017-08, February 16,

2017) (Amended, Ordinance No. 2013-20, April 1, 2013) (Amended, Ordinance No. 2005-112, December 19, 2005) (Amended, Ordinance No. 2000-63, July 17, 2000) (Amended, Ordinance No. 90-35, March 19, 1990)

~~15. — ANNUAL READING REQUIRED. Each meter in each service shall be read at least once annually by Public Works Department employees. After one bill reflecting charges based upon the reading of a meter by other than Public Works Department employees it shall be the duty of the customer wherein such meter is located to arrange for a special reading of said meter by a departmental employee for the next billing period, unless said meter will be accessible to be read by said departmental employee at the time usually scheduled for the reading thereof. The special reading fee provided elsewhere in this ordinance shall be charged. Failure to cause the required reading to be timely made shall be a delinquency and shall result in the same penalty and admit of the same notice and consequences as late payment as elsewhere provided herein. (Amended, Ordinance No. 2017-08, February 6, 2017) (Amended, Ordinance No. 2005-112, December 19, 2005) (Amended, Ordinance No. 2000-63, July 17, 2000) (Amended, Ordinance No. 90-35, March 19, 1990)~~

~~16~~19. **ACTIVATION OF SERVICE.** The Public Works Department shall initially activate a new service or restore service upon customer request during usual business hours, at no cost to the customer for the initial service call. Each additional service call made by the City after the initial call will be charged to the customer as ~~Thirty Five Dollars (\$35.00)~~ Fifty Dollars (\$50.00) fee. If the customer request is for a time other than the usual business hours of the Department, a fee of ~~Fifty Dollars (\$50.00)~~ One Hundred Dollars (\$100.00) shall be charged for each service call, which said fee may be waived under circumstance(s) which in the opinion of the Public Works Director ~~of said Department~~ constitute an emergency.

(Amended, Ordinance 2017-08, February 16, 2017) (Amended, Ordinance No. 2013-20, April 1, 2013) (Amended, Ordinance No. 2005-112, December 19, 2005) (Amended, Ordinance No. 2000-63, July 17, 2000) (Amended, Ordinance No. 90-35, March 19, 1990)

1720. PAYMENT FOR CHARGES. Charges for water furnished from the City water system and other charges relating to water service shall be payable at the office of the City Treasurer and shall not be considered paid until payment is actually received in said office. The failure to receive a bill for charges for any particular period or periods shall not affect liability to pay such charges when due or excuse the accrual of penalty for delinquent payment or non-payment.

1821. DELINQUENT PAYMENTS. Water service bills including cCharges for water furnished and other charges relating to such services, for all routes at least partially comprised of residential customers, shall be due and payable on or before the 21st day following the day on which the same are billed. Water service bills including cCharges for water furnished and other charges relating to such services, for all other routes, shall be due and payable on or before the 14th day following the day on which the same are billed. Water service bills charges paid after the applicable due date shall have added thereto a late payment charge of Five Percent (5%) of said charges. On the next business day after the due date aforesaid, the Finance Department shall cause a delinquency notice to be sent or given the person or entity named upon any past due bill. Such delinquent notice shall set out that water service which is the subject of such delinquency shall be shut off after the 14th day. Delinquent charges for furnishing water, and delinquent other charges relating to any water service or the water service bill, shall be a lien upon the premises served. (Amended,

Ordinance No. 2013-20, April 1, 2013) (Amended, Ordinance No. 2005-112, December 19, 2005)

~~1922~~. **SERVICE SHUT OFF.** Unless all charges for water furnished and any other charges relating to a water service or the water service bill are paid on or before 14 days after the date of a delinquency notice relating thereto, the Public Works Department shall cause such service to be shut off and water shall not be furnished through such service until such time as any and all such charges and penalties are fully paid. In addition to such charges, a fee for restoring the furnishing of water in such service shall be paid in advance which said fee shall be ~~Thirty Five Dollars (\$35.00)~~ Fifty Dollars (\$50.00) if restoration of service is requested to be made during the usual business hours of the Public Works Department or ~~Fifty Dollars (\$50.00)~~ One Hundred Dollars (\$100.00) if such restoration of service is requested to be made at hours other than usual departmental business hours. If the customer requires more than one service call for the services stated in this section, the customer will be charged on their next bill for each separate service call made by the City. (Amended, Ordinance 2017-08, February 16, 2017) (Amended, Ordinance No. 2013-20, April 1, 2013) (Amended, Ordinance No. 2005-112, December 19, 2005) (Amended, Ordinance No. 2000-63, July 17, 2000) (Amended, Ordinance No. 90-35, March 19, 1990)

~~2023~~. **WATER FROM HYDRANT.** After issuance of a permit, water may be furnished through a City fire hydrant in circumstances wherein, in the opinion of the Director of Public Works Department, such furnishing by other means is not practicable. Application for such permit shall be upon forms furnished by said Department which shall show the name of the applicant; the location of the hydrant to be used; the circumstances requiring such permit; the purpose for, and the location at, which the water is to be used; the estimated amount of water

to be furnished; the estimated duration of hydrant use; and such other pertinent information as said Director may deem appropriate. Such application shall be accompanied with a deposit of cash, bank draft or certified check in the amount of One Hundred Dollars (\$100.00). Quantities and service sizes shall be determined either by estimates fixed by the Director or by temporary installation of a meter. ~~Effective May 1, 2013, the monthly rate shall be \$5.08 per 100 cubic feet (\$0.68 per 100 gallons). Effective May 1, 2014 the monthly rate shall be \$6.60 per 100 cubic feet (\$0.88 per 100 gallons), and on May 1, 2015 the monthly rate shall be \$8.25 per 100 cubic feet (\$1.10 per 100 gallons).~~ If a hydrant location requires additional City services or resources, a site-specific hydrant charge shall be determined by said Director and billed to said applicant ~~customer~~. All charges shall be paid within fifteen (15) days of the billing date otherwise the permit and furnishing of water shall terminate and the deposit be forfeited. Upon the payment of all charges and the return, in good working condition, of any equipment furnished by the Department, the deposit shall be returned to the applicant ~~depositor~~. All costs to the City for non-working, damaged, lost or missing equipment will be billed to the applicant. All connections to fire hydrants for water shall comply with the appropriate backflow prevention requirements of the State of Illinois Plumbing Code, City Code and City policies. (Amended, Ordinance 2017-08, February 16, 2017) (Amended, Ordinance No. 2013-20, April 1, 2013) (Amended, Ordinance No. 2008-42, June 16, 2008) (Amended, Ordinance No. 2005-112, December 19, 2005) (Amended, Ordinance No. 2000-63, July 17, 2000) (Amended, Ordinance No. 90-35, March 19, 1990)

2424. WATER FURNISHED AT WATER STATIONS. Water may be furnished other than through a water service or fire hydrant, as provided in this Code, only at a City water station. Effective May 1, 2013 the monthly rate shall be \$5.08 per 100 cubic feet (\$0.68 per

100 gallons). Effective May 1, 2014 the monthly rate shall be \$6.60 per 100 cubic feet (\$0.88 per 100 gallons), and on May 1, 2015 the monthly rate shall be \$8.25 per 100 cubic feet (\$1.10 per 100 gallons). Charges not paid within 30 days of the billing date will result in the termination of water station use by said customer. (Amended, Ordinance No. 2013-20, April 1, 2013) (Amended, Ordinance No. 2008-42, June 16, 2008) (Amended, Ordinance No. 2005-112, December 19, 2005)

2225. RULES AND REGULATIONS.

A. In order to implement and administer the provisions of this Chapter and other applicable provisions of ordinance and to administer the concerned departments of the City, the City Manager is authorized and empowered to cause reasonable rules, regulations, and directives, not contrary to said provisions, to be promulgated and enforced, the same to be filed with the city Clerk, and kept and made available for public inspection at the office of said Clerk.

B. In addition to the authority granted in paragraph A hereof, the City Manager is hereby further authorized to issue and promulgate rules and regulations which limit the amount of water which may be consumed by the various classifications of water services established herein. Such limitations may be for specific periods of time or may be indefinite in duration, may prohibit or limit certain types of water use and must be uniform as to all users within a particular water service classification. Said rules and regulations shall be filed with the City Clerk as provided in subsection A hereof.

26. PROHIBITED ACTIONS. In addition to the prohibitions set forth in this Chapter, the following actions shall be prohibited.

C. No person shall connect or cause the connection of a water service to the water system of the City except as provided by the City Code.

D. No person shall restore water service from the water system of the City after such service has been turned off by the Public Works Department without first obtaining written permission from the City to do so.

E. No person shall resell water furnished through a water service from the water system of the City except upon express contract in writing approved by the City Council.

F. No person other than an authorized employee of the city or an authorized permittee of the City shall open, take water from, or interfere with City fire hydrants.

G. No person shall use or consume water in violation of any duly authorized rule or regulation established pursuant to Section 26 hereof.

~~2327. **PENALTY.** No person shall connect or cause the connection of a water service to the water system of the City except as provided by the City Code. No person shall restore water service from the water system of the City after such service has been turned off by the Public Works Department without first obtaining written permission from the City to do so. No person shall resell water furnished through a water service from the water system of the City except upon express contract in writing approved by the City Council. No person other than an authorized employee of the City or an authorized permittee of the City shall open, take water from, or interfere with City fire hydrants. No person shall use or consume water in violation of any duly authorized rule or regulation established pursuant to Section 22 hereof.~~

A. Any person or firm or corporation who shall violate any provision of Section 27 ~~this section~~ shall be guilty of a misdemeanor and shall be fined not less than Two Hundred Fifty Dollars (\$250.00) no more than One Thousand Dollars (\$1,000.00) and each day upon which a continuing violation occurs shall be viewed as a separate offense.

B. In addition to the penalties set forth in subsection (A) above, ~~thereto~~ any customer, person, firm or corporation who ~~shall violate this section~~, or found to be in violation of any of the ~~other~~ provisions of this Chapter, or any regulation duly established hereunder, may, by such violation, be deemed to have forfeited the privilege or right, as the case may be, of being furnished water from the water system of the City, and any and all water service of such person may be shut off or disconnected from said water system. The City may also institute any other action provided by law for the recovery of the value of any water appropriated from the City water system in violation of any provision of this Chapter. (Amended, Ordinance 2017-08, February 16, 2017) (Amended, Ordinance No. 2011-73, October 31, 2011) (Amended, Ordinance No. 2005-112, December 19, 2005) (Amended, Ordinance No. 2000-63, July 17, 2000) (Amended, Ordinance No. 90-35, March 19, 1990)

2428. SEWER USER CHARGES. Sewer user charges of the Sanitary District of Decatur, or of the City, including stormwater utility fees, and sanitary sewer connection charges of the City are and shall be recognized and treated as other charges relating to water service along with all other such charges as provided for in this Code. (Amended, Ordinance 2014-15, April 21, 2014)

2529. TAMPERING WITH WATER INFRASTRUCTURE. Any person who tampers, injures, alters, obstructs, prevents the action of, or breaks the seal on any City water infrastructure components, including, but not limited to water meters and their accessories,

curb stops, water mains, water valves, air release valves, hydrants, storage reservoirs, elevated tanks and treatment facilities served by the City without the permission of the City, or who, without such permission, by-passes or jumps a water infrastructure component shall be fined not less than Five Hundred Dollars (\$500.00) no more than One Thousand Five Hundred Dollars (\$1,500.00) for each offense and each day upon which a continuing violation occurs shall be viewed as separate offense. Said conviction is grounds for the termination of water service to that meter and to any other water service carried in the name of the person, firm or corporation, so convicted. (Amended, Ordinance No. 2011-73, October 31, 2011) (Amended, Ordinance No. 2005-112, December 19, 2005)

~~2630~~. **ANNUAL AUDIT.** The water fund shall be reviewed, not less often than annually, by Certified Public Accountants for the City in the annual audit report. (Amended, Ordinance No. 2013-20, April 1, 2013) (Amended, Ordinance No. 2001-17, March 19, 2001)

~~2731~~. **REVENUES.** All revenues and moneys derived from the operation of the water system shall be deposited in the water account of the water fund. (Amended, Ordinance No. 2013-20, April 1, 2013) (Amended, Ordinance No. 2005-112, December 19, 2005) (Amended, Ordinance No. 2001-17, March 19, 2001)

~~2832~~. **ACCOUNTS.** The City Treasurer shall establish a proper system of accounts and shall keep proper books, records, and accounts in which complete and correct entries shall be made of all transactions relative to the water system, and at regular annual intervals shall cause to be made and audit by an independent auditing concern of the books to show the receipts and disbursements of the water system.

In addition to the customary operating statements, the annual financial report shall also reflect the revenues and operating expenses of the water facilities, ~~including replacement costs~~. The financial information to be shown in the annual financial report shall include the following:

1. Billing data to show total number of gallons billed per fiscal year.
2. Debt service for the next succeeding fiscal year.
3. Number of users connected to the system.

(Amended, Ordinance No. 2013-20, April 1, 2013) (Amended, Ordinance No. 2001-17, March 19, 2001)

2933. ACCESS TO RECORDS. The Director of the Illinois Environmental Protection Agency, or his authorized representative, shall have access to any books, documents, papers and records of the City which are applicable to the City's system of user charges for the purpose of making audit, examination, excerpts and transcriptions thereof to insure compliance with the terms of the State Loan. (Amended, Ordinance No. 2005-112, December 19, 2005) (Amended, Ordinance No. 2001-17, March 19, 2017)

3034. APPEALS. The method of computation of rates and service charges established for user charges in this Chapter shall be made available to a user within ten (10) days of a written request for such. Any disagreement over the method used or in the computations thereof shall be resolved by the Finance Director within thirty (30) days after notification of a formal written appeal outlining the discrepancies. (Amended, Ordinance No. 2001-17, March 19, 2001)

31. — **DEFINITIONS.** Unless the context specifically indicates otherwise, the meaning of terms used in this ordinance shall be as follows:

“Federal Act” means the Federal 1996 Safe Drinking Water Acts Amendments.

“Administrator” means the Administrator of the U.S. Environmental Protection Agency.

“State Act” means the Illinois Anti Pollution Bond Act of 1970.

“Director” Means the Director of the Illinois Environmental Protection Agency.

“State Loan” shall mean the State of Illinois participation in the financing of the construction of water works as provided for by the Illinois Anti Pollution Bond Act and for making such loans as filed with the Secretary of State of the state of Illinois.

“City” means the City of Decatur, Illinois

“Water Fund” is the principal accounting designation of all revenues received in the operation of the water system. (Amended, Ordinance No. 2001-17, March 19, 2001)

Public Works

DATE: 3/10/2023

MEMO: 2023-20

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Amending City Code, Chapter 74, Sanitary Sewer System

SUMMARY RECOMMENDATION:

Staff requests that Council pass the proposed ordinance amendments regarding City Code Chapter 74, Sanitary Sewer System, which adds fees to property owners who refuse to participate in City required improvements aimed at reducing storm water intrusion into the sewer system and modifies the annual Sewer User Charge Rate language.

BACKGROUND:

Rate change commentary is covered in a separate memo.

Changes to Sections 74-10(G) and 74-18(B)

Appendix A includes information on the background of the Ellen and Division Inflow and Infiltration Reduction Project. Private sewer laterals make up nearly half of the sewer piping in a neighborhood sewer system. For the best chance of success in reducing storm water induced water in the sewer system, the private laterals need to be made more water proof. The Ellen and Division project proposed to repair and line all of the private sewer laterals in the project area at no cost to the property owners.

The City has made numerous attempts to contact each of the 500 properties with sewer laterals in the project area. Contacts have been attempted through mail, door hangers, personal house visits, etc. To date, 46 of the 454 affected properties have either not responded or refused to allow the work to occur. Most have not responded and only a handful have refused to allow the lining to occur. The contractor intends to be completed with private lateral lining around the end of May.

The current Ellen and Division project, and future inflow and infiltration (I&I) projects conducted by the City or to address the Administrative Consent Order between the City and the US EPA, will require private lateral work. This work is designed to protect the health, safety and welfare of the community by reducing water intrusion into the sanitary sewer system. The changes proposed in 74-10(G) and 74-18(B) impose an additional monthly user fee of \$50 for those who refuse to

participate in I&I reduction projects. The fee is designed to partially recover damages caused to sewer system improvements by failure to participate and will stay in place until the property owners complete the work themselves or agree to allow the City to complete it.

Changes to Section 74-10(B)

Due to increases to the Consumer Price Index in recent years, language has been added to this section so that the City Council must authorize any annual Sewer User Charge Rate when the CPI is 5% or higher.

POTENTIAL OBJECTIONS: No known objections

INPUT FROM OTHER SOURCES: None

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

BUDGET/TIME IMPLICATIONS:

Budget Impact: Each percent increase in the Sewer User Charge Rate equates to approximately \$175,000 in revenue.

Staff Impact: Staff time is allocated to manage this City Code change.

ATTACHMENTS:

Description	Type
Ordinance Amending City Code Chapter 74 Sanitary Sewer System	Ordinance
Chapter 74 Additions and Deletions	Backup Material
Appendix A Ellen and Division I/I Reduction Project	Backup Material
Appendix A Location Maps	Backup Material

ORDINANCE NO. _____
ORDINANCE AMENDING CITY CODE
CHAPTER 74
-SANITARY SEWER SYSTEM-

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

Section 1. That Chapter 74 of the City Code of Decatur, Illinois, be, and the same is hereby modified and amended by adding and deleting language to Sections 10 and 18. Said Sections 10 and 18 as so modified, amended and added, shall provide as follows:

10. RATE.

(B) Effective May 1, 2022, and continuing annually on May 1 thereafter, Sewer User Charge Rates contained in this Chapter will increase by 2.5 percent or by the annual percentage change of the U.S. Department of Labor Midwest Urban Consumer Price Index for each corresponding January 1 to December 31 of the preceding year, whichever is greater. The City Council must authorize any annual increase that is 5.0 percent or higher. (Amended, Ordinance No. 2022-13, April 4, 2022)

(G) The owner of any structure within an area determined to be subject to high storm water induced inflow and infiltration who refuses to participate in City required building sewer or a drainage system repairs or improvements, will be charged a monthly fee of \$50. The monthly charge will be assessed until building sewer or drainage system improvements are made by the owner and approved by the Public Works Director or the necessary easement and release document for said improvement is signed by the owner and approved by the Public Works Director.

18. BUILDING SEWER OWNERSHIP, MAINTENANCE AND REPAIR. The ownership of the building sewer from the building's interior plumbing system to its point of connection to a public sewer is that of the property owner. The connection includes the tee, wye or other City approved connection to the public sewer. The property owner is responsible for the maintenance and repair of the building sewer. All costs and expenses incident to the installation, connection, repair and maintenance of the building sewer shall be the responsibility of the property owner.

(A) The owner of any structure wherein the building sewer or a drainage system is damaged, decayed or in a state of disrepair to such an extent as to create a threat to the health, safety and welfare of the public may be ordered to repair the sewer or drain, as the case may be, within a reasonable time frame determined by the Public Works Director after due notice is served upon the owner or occupant of the premises, in person or by certified mail, return receipt requested. If the threat persists and the owner has not repaired the defect at the expiration of time frame set by the Public Works Director, the Public Works Director is hereby authorized to repair the sewer or drain, as the case may be, forthwith, at the expense of the City and recoverable against the owner, his successors and assigns.

Repairs made pursuant to this section, upon filing a notice of lien with the recorder of the deeds of the county, shall constitute a lien in favor of the City against the premises on which the repairs were made.

Any such installation, maintenance and repair performed on the service connection in the public right-of-way shall be in conformance with provisions of City Chapter 37, Construction and Excavation in Streets. (Amended, Ordinance No. 2009-39, May 18, 2009)

(B) In order to protect the health, safety, and welfare of the public as a result of storm water induced inflow and infiltration into the City's sanitary sewer system and for the public benefit, the Public Works Director is authorized to provide and require building sewer or drainage system improvements to reduce storm water induced inflow and infiltration into the public sanitary sewer system.

The owner of any structure wherein the building sewer or a drainage system residing within an area that has been determined by the Public Works Director to be a high storm water induced inflow and infiltration area may be directed to allow the needed repairs or improvements to the sewer or drain. Owners refusing to allow needed repairs when required by the Public Works Director will incur an additional monthly user fee, outlined in Section 10 (G), to partially recover damages caused to the sewer system improvement by the refusal to participate.

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

PRESENTED, and ADOPTED this 20th day of March 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PUBLISHED this ____ day of _____, 2023.

KIM ALTHOFF, CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 74

SANITARY SEWER SYSTEM

Proposed changes to Chapter 74 SANITARY SEWER SYSTEM

10. RATE.

(B) Effective May 1, 2022, and continuing annually on May 1 thereafter, Sewer User Charge Rates contained in this Chapter will increase by 2.5 percent or by the annual percentage change of the U.S. Department of Labor Midwest Urban Consumer Price Index for each corresponding January 1 to December 31 of the preceding year, whichever is greater, ~~except for the year 2022 for which the increase will be by 2.5 percent.~~ The City Council must authorize any annual increase that is 5.0 percent or higher. (Amended, Ordinance No. 2022-13, April 4, 2022)

(G) The owner of any structure within an area determined to be subject to high storm water induced inflow and infiltration who refuses to participate in City required building sewer or a drainage system repairs or improvements, will be charged a monthly fee of \$50. The monthly charge will be assessed until building sewer or drainage system improvements are made by the owner and approved by the Public Works Director or the necessary easement and release document for said improvement is signed by the owner and approved by the Public Works Director.

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(A) The owner of any structure wherein the building sewer or a drainage system is damaged, decayed or in a state of disrepair to such an extent as to create a threat to the health, safety and welfare of the public may be ordered to repair the sewer or drain, as the case may be, within a reasonable time frame determined by the Public Works Director after due notice is served upon the owner or occupant of the premises, in person or by certified mail, return receipt requested. If the threat persists and the owner has not repaired the defect at the expiration of time frame set by the Public Works Director, the Public Works Director is hereby authorized to repair the sewer or drain, as the case may be, forthwith, at the expense of the City and recoverable against the owner, his successors and assigns.

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sewer or drainage system improvements to reduce storm water induced inflow and infiltration into the public sanitary sewer system.

The owner of any structure wherein the building sewer or a drainage system residing within an area that has been determined by the Public Works Director to be a high storm water induced inflow and infiltration area may be directed to allow the needed repairs or improvements to the sewer or drain. Owners refusing to allow needed repairs when required by the Public Works Director will incur an additional monthly user fee, outlined in Section 10 (G), to partially recover damages caused to the sewer system improvement by the refusal to participate.

APPENDIX A

Ellen and Division Inflow and Infiltration Reduction Program

Administrative Consent Order

In 2012, the United States Environmental Protection Agency (US EPA) served Decatur with an Administrative Consent Order (ACO), requiring the City to eliminate wet weather overflows and reduce wet weather basement backups. Staff retained outside legal counsel with expertise and direct experience in US EPA administration of the Clean Water Act. With the assistance of outside counsel and AECOM, extensive negotiations between the City and the US EPA resulted in the US EPA's issuance of an ACO that was greatly limited in scope compared to the initial Order. This was in large measure due to the City's ongoing commitment to improving its sanitary sewer systems, and its good faith efforts to negotiate a reasonable ACO with the US EPA.

The Administrative Consent Order's major requirements included:

1. A Development of a Capacity Management, Operations, and Maintenance (CMOM) program. The CMOM program provides a comprehensive review of the City's sewer collection system asset, including system management, maintenance, and capital improvement funding. The CMOM was approved by the USEPA on May 1, 2018 and the City has implemented the program.
2. Preparation of a Sewer Collection System Alternatives Analysis (SCSAA) for areas identified as experiencing Sanitary Sewer Overflows (SSOs) and sewer back-ups during storm events. The analysis focused on efforts to keep storm water from entering into the separate sanitary sewer system and better manage stormwater entering the combined sewer system.

US EPA Administrative Consent Order Status

The City submitted a third revision to the required Sanitary Sewer Collection System Analysis (SCSAA) on November 30, 2017. The revised SCSAA identified four major areas of concern: (see attached SCSAA Target Areas Location Map)

1. North Lost Bridge Area
2. Florian Avenue Area
3. Basin 5/6 Area (Grand / Rt.48)
4. Ellen / Division Area

The Ellen / Division Area was identified as an additional study area during the rainfall events that occurred during the preparation of the revised SCSAA. Rainwater induced sanitary sewer overflows persisted in the area despite increased sewer system maintenance. These persistent overflows required that an Inflow and Infiltration (I&I) study be completed, and the system be added to the list of priority areas to be addressed by the City as identified in the SCSAA.

The City has not received any correspondence regarding the SCSAA from the USEPA since the November 30, 2017 revision was submitted. The Consent Order originally required that all work be completed by December 31, 2020.

In the October 2020 study session focused on the storm and sanitary systems, direction was provided to City Staff to proceed with the Ellen and Division and Basin 5/6 Areas.

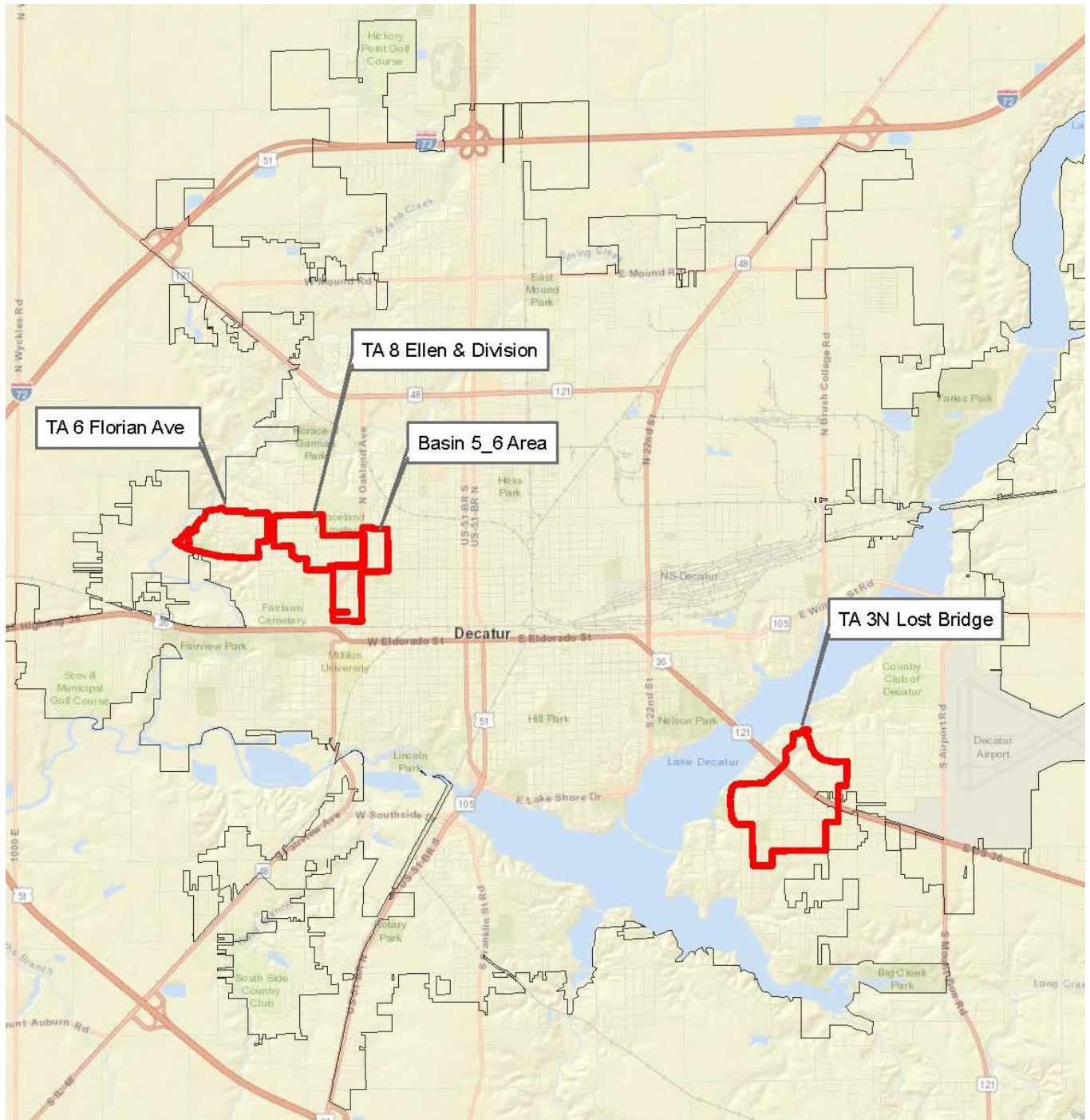
Ellen and Division Inflow and Infiltration (I&I) Program

In early 2021 a professional services agreement was entered into with AECOM to provide bid specifications and plans to rehabilitate the Ellen and Division Area. The rehabilitation consists of the lining of the public sewers, manholes and private laterals. The successful removal of the I&I depends on the rehabilitation of the private sewer laterals along with the sewer main as the private laterals can make up half of the total length of the sewer system.

The goal of the rehabilitation is to remove enough wet weather sewer infiltration to not need any additional work in the sewer basin. If the project does not achieve a sufficient reduction, the next step is to construct wet weather storage facilities for the system to overflow into. Storage systems are expensive and maintenance intensive.

The Ellen and Division Basin limits are shown in the attached location map, the project includes approx. 23,100 feet of public sewer lining and 29,000 feet of lateral lining. The contractor is required to contact the property owner and execute an easement and release letter prior to completing the work on private property.

SCSAA Target Areas Location Map



Ellen and Division Location Map

EXHIBIT C TA 8-Ellen & Division

Area Statistics:
67 Manholes
22,663' of Sewers
511 Addresses
160.5 Acres

Legend

Manholes MH Use

● Sanitary Sewer

Sewer Mains Use of Sewer

— Sanitary Sewer

□ Target Area

0 225 450 900 Feet



Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

Public Works

DATE: 3/14/2023

MEMO: 2023-01

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, P.E., Public Works Director
Keith Alexander, Water Production Manager
Jennifer Gunter, Watershed and Lake Manager

SUBJECT:

Resolution Authorizing Cash Rent Farm Lease with Tiger Fiber Inc. for Oakley Sediment Basin Interior.

SUMMARY RECOMMENDATION:

It is proposed that the City Council adopt the attached resolution authorizing a Cash Rent Farm Lease with Tiger Fiber Inc. for growing hemp for industrial purposes in the Oakley Sediment Basin Interior at no cost to the City.

BACKGROUND:

City staff, First Illinois Ag Group, and Tiger Fiber, believes that portions of the Oakley Sediment Basin (Basin) have dried sufficiently to allow some of the interior sediment to be reclaimed for possible agricultural production. There are approximately 390 acres inside the Basin. The sediment is very deep with unique and somewhat unknown agronomic and water holding characteristics. Therefore, First Illinois Ag Group, the City's farm management consultant, recommends that a 11-month lease be authorized with Tiger Fiber Inc. to attempt to grow hemp for industrial purposes (fiber) on up to 65 acres. If the crop is successful, it will be harvested.

If this lease is successful, it is anticipated that a new lease may be negotiated with Tiger Fiber Inc., or possibly another firm, with the possibility of the City receiving a lease payment and a portion of the crop revenue generated. If this lease is not successful, it will be a learning experience for all involved at no cost to the City. This experience will help as we continue pursuing reclamation options, and in exploring the best options for re-use and re-purposing of the Oakley Sediment Basin.

There are several reasons why First Illinois Ag Group recommends Tiger Fiber Inc.:

1. Hemp can help with vegetation management by outcompeting and suppressing weeds, reducing the need for synthetic herbicides. This may help control weed growth in the heavily overgrown basin.
2. Due to this experimental operation and the risk of getting farm equipment stuck in the Basin's sediment, the lease is at no cost to the City, and the City will not receive any crop revenue, if any is generated.
3. Hemp will be planted in the spring and harvested in the fall of 2023.
4. Tiger Fiber Inc. will be responsible for assuring that the test plot has proper hemp production certifications with the State.
5. Tiger Fiber Inc. is a partner in the City's USDA Regional Conservation Partnership Program (RCPP) grant to demonstrate the beneficial cultivation of hemp in our watershed for soil health, water quality, and economic development. They have committed an in-kind contribution valued at \$85,000. This means that all funds, materials, and labor that Tiger Fiber expends will count as a match towards the RCPP grant.

This project is another step toward reclaiming the Basin's interior for productive use. Agricultural production and/or other options could begin providing revenue for the City.

The earthen berm surrounding the Basin will not be able to be decommissioned by the Illinois Department of Natural Resources for several years until the Basin's thick sediment layer has sufficiently dried out so that it will not move as the berm deteriorates or is removed.

The City has examined establishing a solar project on this site, but consultants advised the City that it would not be suitable for solar. We are still exploring other options for the site. Getting the site to dry out faster and ways of managing the weeds are two factors that will impact potential future projects.

LEGAL REVIEW:

The lease was provided to the Legal Department for review on December 13, 2022.

PRIOR COUNCIL ACTION: None

POTENTIAL OBJECTIONS: None foreseen

INPUT FROM OTHER SOURCES:

STAFF REFERENCE: Matt Newell, Public Works Director, 424-2747. Keith Alexander, Water Production Manager, 424-2863. Jennifer Gunter, Watershed and Lake Manager, 424-2834.

Matt will be present at the Council meeting.

BUDGET/TIME IMPLICATIONS: There are no budget implications.

ATTACHMENTS:

Description	Type
Resolution Authorizing Cash Rent Farm Lease with Tiger Fiber Inc. for Oakley Sediment Basin Interior	Resolution Letter
Summary	Backup Material
Location Map	Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING CASH RENT FARM LEASE WITH
TIGER FIBER INC. FOR OAKLEY SEDIMENT BASIN INTERIOR**

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

Section 1. That the Cash Rent Farm Lease presented to the Council herewith as Exhibit A and made part hereof, between Tiger Fiber Inc. and the City of Decatur, Illinois, be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Cash Rent Farm Lease between the City of Decatur, Illinois and Tiger Fiber Inc. at no cost to the City.

PRESENTED AND ADOPTED this 20th day of March 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Clerk, City Clerk

EXHIBIT A

(Upon completion and execution by the parties, this document shall become a binding lease)

CASH RENT FARM LEASE

THIS LEASE is entered into by and between **LANDOWNER, CITY OF DECATUR**, by and through the **LANDOWNER'S AGENT, FIRST ILLINOIS AG GROUP**, and **TENANT, TIGER FIBER INC., 8110 WESTMORELAND AVENUE, ST. LOUIS, MO 63105**.

THE LANDOWNER leases to the Tenant, for agricultural purposes only, raising Hemp for fiber, the following described real estate (hereinafter "premises"), including the fixed improvements thereon:

The leased premises limited to the tillable acreage located inside the Oakley Sediment Basin berms located in the North Half (N½) of Section Two (2); and the Northeast Quarter (NE¼) of Section Three (3); all in Township Sixteen North (T16N), Range Three East (R3E) of the Third Principal Meridian (3rd P.M.), Oakley Township, Macon County, Illinois. Aerial photo attached identifying leased area outlined in red.

A) LENGTH OF TENURE: The terms of this Lease shall begin on the date of signing of this Lease and shall end the last day of February 2024, or after all the crops on the premises have been harvested, whichever occurs first.

B) RENT AND TIME OF PAYMENT: The Tenant agrees in lieu of paying cash rent to plant Agricultural Hemp.

If the Tenant has not seeded a crop by June 30, 2023, Landowner may terminate this Farm Lease. Landowner is not obligated to reimburse Tenant for farming operations or crop inputs purchased.

C) SOIL FERTILITY: Tenant may apply and pay for, prior to planting this lease year, fertilizer projected to be removed by harvest of Hemp for fiber. A paid fertilizer receipt to be provided to Landowner.

D) LANDOWNER AGREES TO PAY THE FOLLOWING EXPENSES:

1. Taxes on premises and improvements owned or held by Landowner.
2. Materials the Landowner deems necessary for repairs and improvements on the above-described premises.

E) LANDOWNER WILL NOT PAY FOR THE FOLLOWING: The Landowner shall not be obligated to pay for any fertilizer, limestone, seed, chemicals, soil testing, machinery, power or labor, except skilled labor required to make repairs or improvements as expressly approved by Landowner.

F) TENANT SHALL HAVE THE FOLLOWING DUTIES IN OPERATING THE PREMISES:

1. To cultivate the premises faithfully and in a timely, thorough and businesslike manner.
2. To keep premises neat, and to prevent any unnecessary waste, damage, or soil erosion.
3. To keep open ditches, tile drains, tile outlets, grass waterways, and terraces in good repair. To preserve established watercourses or ditches and to refrain from any operation that will injure them.
4. Not to burn corn stalks, cobs, straw or other residue grown on the premises without landowner permission.
5. To follow such crop rotation, tillage practices, fertilizer, herbicide and insecticide programs, conservation measures, and arrangements as are worked out with the Landowner or his Agent. Landowner is not liable for the cost of over application of fertilizer, limestone, herbicide, and/or insecticide.
6. To comply with pollution control and environmental protection requirements, and to implement soil erosion control practices.
7. To use prudence and care in transporting, storing, handling, and applying all fertilizers, pesticides, herbicides, and similar substances. To read and follow instructions on the labels for the use of such materials in order to avoid injury or damages to persons or premises or both on the leased premises and adjoining areas. To comply with all applicable federal, state and local statutes, regulations, rules and ordinances.
8. Not to cut, bulldoze, damage or destroy (or permit any such damage or destruction) of trees without written permission of Landowner.
9. Not to permit, encourage, or invite other person or persons to use any part or all of the premises for any purpose or activity not directly related to its use for agricultural production, including hunting.
10. Not to either dispose of solid waste or permit others to dispose of solid waste on the premises.
11. Not to store chemicals on the premises.
12. To certify all acres planted and production harvested from the premises each year in compliance with the Government Program in effect at that time as required by the Farm Service Agency and provides a copy of certification to Landowner.

G) SPECIAL AGREEMENT: The Tenant will not commit the Landowner to pay for repairs or improvements on the above-described premises.

H) ADDITIONAL AGREEMENTS:

1. Tenant shall not erect or permit to be erected upon said premises, any structure, building, fence or sign of any kind whatsoever, except by the written consent of the Landowner, nor purchase any materials or incur any expenses for the account of the Landowner without Landowner's express approval and will not make a claim for labor at any time unless Landowner has given written permission at a previous date.
2. Tenant shall not add electrical wiring, plumbing or heating without written permission of the Landowner, and when same is given it shall pass inspection of local building authorities, power company, and insurance companies. Said additions shall immediately become part of the Landowner's premises against which the Tenant will have no further claim unless otherwise agreed in writing.
3. Tenant shall not cut live trees for sale purposes or personal use.
4. Tenant shall provide Landowner with copies of soil tests, bills for crop inputs, including seed, pesticides, fertilizer and any other product used for crop production.
5. As soon as the information is available, not later than August 1, during the term of this lease, Tenant will provide Landowner with a crop map of the premises noting field boundaries. Crop map information shall include tillage practices, acres and type of crop planted, planting dates, varieties of seed, fertilizers and their rates, limestone and their rates, and pesticides and their rates. Tenant also agrees to deliver to Landowner a copy of any FSA-578 Report of Commodities by July 15, during the term of this lease.
6. Tenant shall keep production from the premises separate from other grain. Not later than November 1, during the term of this lease, Tenant will provide the Landowner with date of harvest, acres harvested, and yield per acre. Production evidence shall be verified by delivery sheets or by other means acceptable to the local county FSA office. If Tenant uses yield monitoring and/or Global Positioning Equipment, Tenant agrees to provide Landowner a copy of any data collected. If the Tenant is permitted to store grain or equipment, any such storage shall be at the Tenant's sole risk and Landowner shall not be liable for any loss, damage or spoilage to the grain or equipment.
7. Tenant shall indemnify, defend, and hold harmless Landowner and First Illinois Ag Group, their shareholders, officers, directors, employees, agents, successors, assigns, and legal representatives from and against any and all losses, claims, damages, liabilities, expenses (including reasonable attorney fees and fees of technical consultants and expert witnesses), fines, penalties, and costs arising out of Tenant's operations conducted on the premises or performance of this Lease, except where caused by the negligence or willful misconduct of Landowner or First Illinois Ag Group in the operation or maintenance of the premises, including failure to pay rent even though this lease is terminated under paragraph entitled "Rent and Time of Payment." This indemnification provision shall survive expiration or termination of this lease. Tenant agrees that First Illinois Ag Group is executing this lease on behalf of and as the agent for Landowner and shall have no personal liability to Tenant with respect to this lease.
8. Tenant shall not apply nitrogen fertilizer in excess of University of Illinois nitrogen fertilizer recommendation for optimal economic benefit.
9. Tenant shall not apply ammonium sulfate.

I) FIELDWORK FOR NEXT YEAR'S CROP: Tenant shall not be authorized to prepare for crops to be harvested in the next crop year until receiving written permission to do so from Landowner. Where permission is granted and in the event the premises are not leased to the Tenant for the next lease year, Tenant will be reimbursed at going custom rates for the work performed and agrees to release all interest in the premises and crops on which the preparation is made. The granting of permission to prepare for the next crop does not constitute rental of the premises for the next lease year. If Tenant proceeds to prepare for next year's crops, without written permission, he may not be compensated for such work. Any reimbursement shall be at Landowner's option.

J) GOVERNMENTAL PROGRAM: Participation in Governmental Programs is at discretion of Landowner. The Tenant's right to retain farm program payments payable before or after beginning of the term of this lease is contingent on the Tenant's timely payment in full of the cash rent. If Tenant does enroll in government programs, Tenant shall be responsible to perform all program requirements.

Landowner shall receive 100% of Conservation Reserve Program payments. The Tenant shall maintain conservation reserve program improvements and acreage in accordance with USDA requirement.

K) MINERAL RIGHTS: Nothing in this lease shall confer upon the Tenant any right to minerals underlying said premises or any part thereof, but the same are hereby expressly reserved by the Landowner together with the full right, liberty and land room to them, to enter upon the premises and to bore, search and excavate for same to work and remove the same, and to deposit excavated rubbish, and with full liberty to pass over said premises with vehicles and lay down and work any such railroad track or tracks, tanks, pipe lines, powers and structures as may be necessary or convenient for the above purpose. Said Landowner, however, agrees to deduct from the annual rent, prorate for the premises so taken by him or his assigns for said uses when the rental of such premises is cash, and to reimburse the said Tenant for any actual damage he may suffer for his share of the crops destroyed where such premises is on grain rent and to release Tenant from obligation to continue farming the premises when development of resources interferes materially with Tenant's ability to make a satisfactory return.

L) LIABILITY: Landowner shall in no way be liable in damages for failure of the water supply or for any damage by the elements or otherwise to any of the improvements nor for any loss or damage while improvements are under construction or repair or for any failure to repair or alter or replace any buildings or improvements.

Tenant takes possession of the leased premises "as is." Tenant, his successors and assigns hereby release Landowner and First Illinois Ag Group for all claims of injuries or premises damage suffered by himself, his family, his employees and agents arising out of or in connection with the performance of this Lease; Tenant's, his family's, employees' and agents' presence on the premises; and Tenant's pursuance of his farming operations except where such claims or damages arise from or are caused by the negligence or willful misconduct of Landowner or First Illinois Ag Group in the operation or maintenance of the premises.

Tenant shall obtain and maintain during the term hereof an occurrence liability insurance policy, naming as additional insureds, both the Landowner and First Illinois Ag Group in its individual and fiduciary capacity with, at a very minimum, \$1 million combined single limit coverage for the term of this lease. Certificate of Insurance shall be issued and delivered to First Illinois Ag Group prior to lease taking affect.

M) SUBLEASING: The Tenant shall have no right to lease or sublet any part of the premises or to assign the lease to any person or persons whomsoever, without Landowner's prior written consent.

N) OTHER LEASES OR EASEMENTS: This Farm Lease is subject to, and Landowner reserves the right to continue with, or enter into, additional leases or easements of the Premises during the term hereof, examples of which are hereafter listed: wind energy leases or easements; solar energy leases or easements; coal, oil, or gas leases; pipeline easements or leases; utility easements or leases; telecommunication easements or leases; or leases or easements for similar uses. All proceeds of such additional leases or easements are, or will be, payable to Landowner, except for Tenant's reasonable crop damages, if any, for the term hereof, and Tenant hereby consents to such additional leases or easements and agrees to cooperate therewith.

O) TERMINATION: The Tenant agrees that at the expiration or termination of this lease the Tenant will yield possession of the premises to the Landowner without further demand or notice, in as good order and condition as when they were entered upon by the Tenant, loss by fire, flood, or tornado, and ordinary wear accepted. If the Tenant fails to yield possession, he shall pay to the Landowner a penalty of \$5.00 per acre per day for each day he remains in possession thereafter, in addition to any damages caused by the Tenant to the premises or improvements and said payments shall not entitle the Tenant to any interest or any kind of character in or on the premises.

P) LANDOWNER'S LIEN: The Landowner's Lien provided by Section 9-316 of the Code of Civil Procedure, on crops grown or growing on the premises, shall secure payment of the rent herein specified. In addition, the Tenant grants to the Landowner a security interest in such crops to secure the faithful performance of the terms of this lease, including payment of rent. Tenant consents to any filing required by law to perfect the statutory Landowner's lien and security interest in crops. The Tenant agrees that the parties to whom crops grown on the premises may be sold will include only those listed below.

Names of potential purchasers of crops: **TIGER FIBER INC.**

Q) RIGHT OF ENTRY: The Landowner reserves the right personally or by agents, employees, or assigns to enter upon the premises at any reasonable time for purpose of viewing them, of working or making repairs or improvements thereon, of developing mineral resources, for any recreational use of the premises including hunting and any other use that does not interfere with the Tenant's farming operations, or after notice of termination has been given and following severance of crops of tilling, preparing a seedbed, making seedlings, gleaning corn, applying fertilizers, and any other operation necessary to good farming by the succeeding operator, these operations not to interfere with the Tenant in carrying out the regular farming operations. The Landowner shall have the exclusive right to hunt and permit others to hunt.

R) FAILURE TO PERFORM: If the Tenant shall, from any cause, fail to comply with any of his agreements herein, the Landowner may at any time when such failure occurs after giving reasonable written notice of his intention to do so, take active possession of said premises and buildings thereon which the Tenant agrees to surrender, and employ other persons to tend said crop and perform all the agreements of the Tenant as herein contained as fully as the same are contemplated in this agreement and after deducting all monies advanced, or monies or grain due for the rent and the expense of attending such crop as aforesaid, to pay the residuc, if any, to the Tenant. If the Tenant shall fail to pay the cash rent and advances, or account for the crop share as herein stipulated or shall fail to keep any of the agreements of this lease, all costs and attorney's fees of the Landowner in enforcing collection or performance shall be added to and become a part o the obligations payable by the Tenant hereunder and shall be considered rents. The obligation of Tenant to pay rent shall not be deemed to be waived, released or terminated by Landowner's service of any notice or suit.

S) SOIL CONSERVATION: The Landowner and Tenant confirm the common goal of minimizing soil erosion losses and preserving productivity of the premises. It is the Tenant's direct responsibility to implement any conservation tillage, crop rotation, and maintenance practices required by the Natural Resource Conservation Service and authorized by the Landowner to be in compliance with existing USDA Farm Programs as administered by the Farm Service Agency.

T) RELATIONSHIP OF PARTIES: It is agreed that the Tenant is an independent contractor. Landowner shall not be responsible for Tenant's employee's wages and payroll taxes. The relationship between the parties is such that neither is the agent or partner of the other for any purpose whatsoever. The rights of Tenant under this agreement are not assignable by him for any purpose.

U) SEVERABILITY: If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law. If a court having proper jurisdiction holds a particular Lease provision unreasonable, that restriction shall be modified to the extent necessary in the opinion of such court to make it reasonable and legally valid.

V) APPLICABLE LAW AND VENUE: The laws of the State of Illinois shall govern the validity, performance and enforceability of this Lease. The parties irrevocably consent to the exclusive jurisdiction for any lawsuit arising under this Lease to be in the Circuit Court of Macon County, in Decatur, Illinois or, if applicable, the United States District Court for the Central District of Illinois, Urbana, Illinois Division.

W) EXTENT OF AGREEMENT: The terms of this lease shall be binding upon the heirs, executors, administrators, and successors of both the Landowner and the Tenant in like manner as upon the original parties. Amendments to this lease may only be made in writing signed by the Landowner and the Tenant. All of the rights and privileges and reservations in favor of the Landowner may be exercisable by First Illinois Ag Group in its representative capacity.

X) YOU ARE HEREBY NOTIFIED that FIRST ILLINOIS AG GROUP ("Agent") is a real estate licensee and is acting as Agent for CITY OF DECATUR ("Landowner") in this transaction. Agent is not representing you in this transaction and any benefit you receive as a result of Agent's work on this transaction is purely incidental and should not be construed as creating an agency relationship between you and Agent.

Agent owes the Landowner in this transaction undivided fiduciary duties, which include but are not limited to the duties of loyalty, disclosure, obedience, confidentiality, and reasonable care. Agent must put Landowner's interest first and negotiate the best terms and conditions for Landowner, not for you.

You have the responsibility to protect your own interests. Carefully read all agreements to make sure they accurately reflect your understanding. If you need additional advice for legal, tax, insurance, building inspection, equipment inspection, or other matters, it is your responsibility to consult a professional in those areas. In addition, you can choose to have the advice, assistance, and representation of your own real estate licensee. Do not assume that a real estate licensee is representing you or is acting on your behalf unless you have contracted in writing for such representation.

The Tenant grants permission to the Farm Service Agency to release any and all forms, documents, maps, contracts and yield data associated with the property referenced in the lease arrangement to First Illinois Ag Group and its representatives.

IN WITNESS WHEREOF, we affix our signatures this, the day and year written below.

BY:  DATE: 03/01/2023
FIRST ILLINOIS AG GROUP, AGENT for
CITY OF DECATUR

TAX I.D. _____

BY:  DATE: 2-28-2023
TIGER FIBER INC.
JERRED KILLOREN CEO

BY: _____ DATE: _____
MAYOR, CITY OF DECATUR

ATTEST: _____ DATE: _____
CITY CLERK

Revised 2/2023

Tiger Fiber Inc. Company Summary

TIGER FIBER INC. is a U.S. hemp fiber processing company with a focus on vertically integrating the American Hemp Fiber supply chain under one umbrella. Tiger Fiber is positioned to penetrate the global marketplace for **sustainable, CO2 negative, biodegradable alternatives to plastic, cotton/synthetic fibers, wood/timber, asbestos, metal oxide colorant, and cement/concrete.**

Tiger Fiber recently launched its newly developed, proprietary, Hemp Fiber Processing Gin in Sauget Illinois. As a complement to Tiger Fiber's core strategy, working with farming communities to implement best growing strategies for Agricultural Hemp Fiber crops and soil remediation are pillars of the organization.

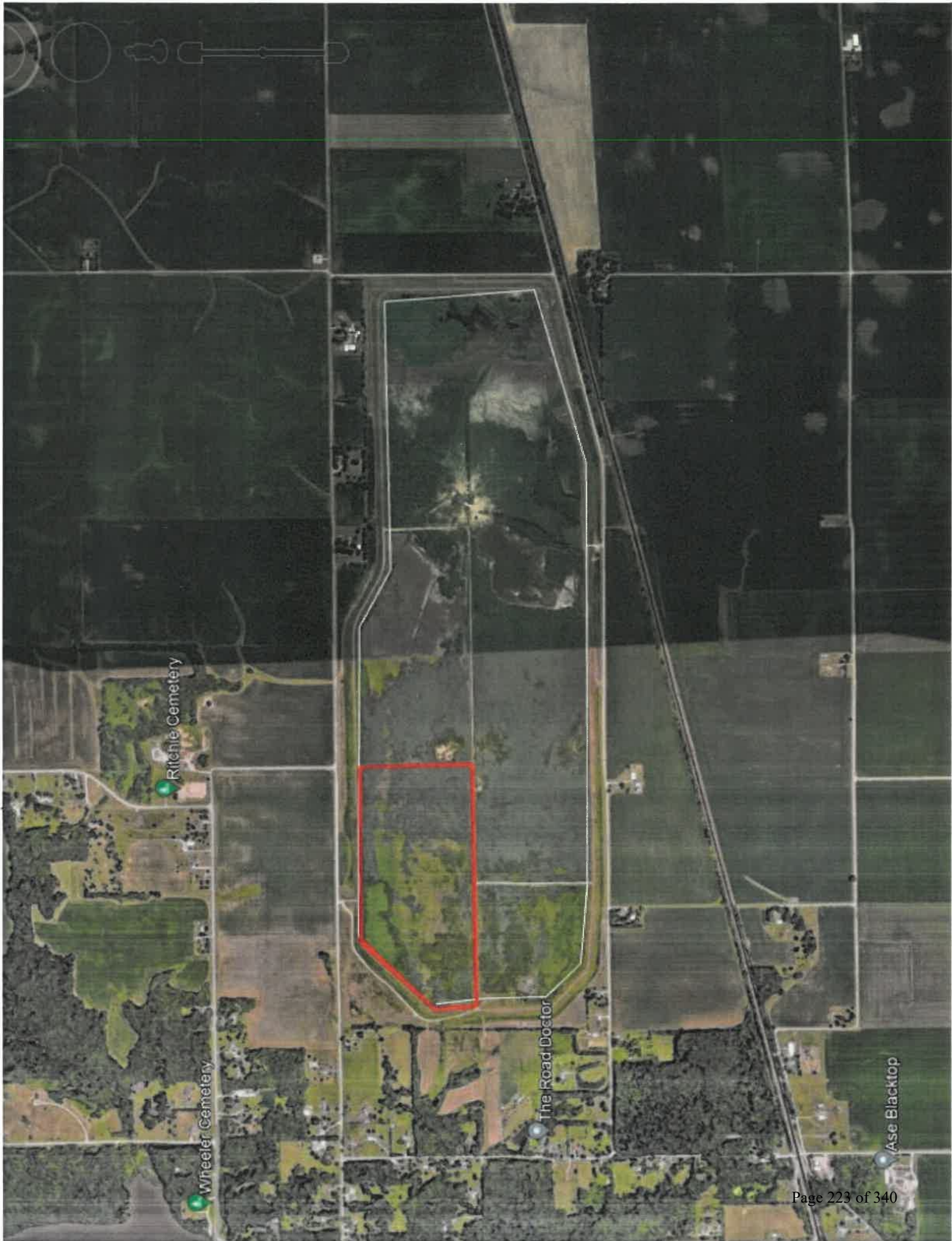
Founded in 2018 by James Forbes, Jerred Killoren, and Rich Selby, with over 50 years combined experience in commercializing industrial supply chains; and 25 combined years focused on commercializing the industrial hemp plant. Tiger Fiber is powered by IP protected technology and trade secrets, including an in-house developed agronomy program with the overarching purpose of playing a major role in the resurrection of the industrial hemp industry on a global scale.

Its founders and officers have exceptional track records working with major partners/customers including **Ford, Chrysler, Dupont, Monsanto (Bayer), VF Industries (North Face, Supreme, Wrangler, Columbia, etc), Schrurs (supplies Levi's, Audi, BMW, Mercedes-Benz), NuWool,, Bast Fibre Technologies, Rhe-Tech, AmDek, Golden Star, The Kering Group, Chanel Fashion Group, and an ever growing list of Construction Firms.**

Beyond commercializing the hemp fiber crop, Tiger Fiber emphasizes a robust agronomy and farmer relation program that includes the following services at no cost to participating farmers:

- In-house Grower Manual
- Stabilized Hemp Fiber Seed Genetics
- Land Evaluation and Preparation Strategies
- Nutrient/Fertilizer/Pest Management Services
- Pre-negotiated Contracts and Off-take Agreements
- Planting, Harvesting, Baling, Transport Assistance
- Value Added Product Development

To learn more and receive additional information contact james@tigerfiberhemp.com



City Clerk

DATE: 3/13/2023

MEMO:

TO: Julie Moore Wolfe, Mayor
City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Ordinance Authorizing Negotiation and Execution of Negotiated Easement with Archer-Daniels-Midland Company for the Underground Injection and Sequestration of CO2

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Ordinance Authorizing Negotiation-Sequestration of CO2	Ordinance
Under Sequestration of CO2	Backup Material

March 16, 2023

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

FROM: Scot Wrighton, City Manager

RE: Easement for Carbon Capture Sequestration

Presented for consideration is an easement granting ADM a “pore easement” to inject liquified carbon dioxide into subterranean seams, cracks and voids located more than 1.25 **MILES** under the surface of the Earth under large tracts of land owned by the city of Decatur.

If the United States is serious about reducing the quantity of carbon dioxide in the atmosphere, then it has to be captured and stored somewhere to have a meaningful impact on the climate. ADM has been engaged in this kind of carbon capture sequestration (CCS) for ten years, principally on sites owned by the company in Decatur. ADM has obtained the only Class 6 injection well permit from the USEPA for this purpose. This governmental review process has subjected ADM to extensive oversight and regulation to ensure the long-term safety of CCS. As the attached documents describe in greater detail, Central Illinois, Southwestern Indiana and Western Kentucky are all part of the Mt. Simon Sandstone Saline Reservoir, one of only 3 or 4 unique combinations of geological layers in North America ideally suited to the safe and long-term storage of carbon dioxide.

ADM’s CCS project has also been closely scrutinized by the US Department of Energy and the Illinois Geological Survey at the University of Illinois. The city also reached out to one of its own consultants, Intera, for additional analysis. Intera’s Indiana Office includes specialists in CCS and subsurface industrial injections. Intera believes the Federal government’s review and supervision of the CCS process and ADM’s permit was comprehensive, and they predicted very little risk from ADM’s continued injection of liquid carbon dioxide into the Mt. Simon Sandstone Reservoir because it can be stored under several thick and stable shale and rock layers.

Approval of the proposed easement grants no approvals for, nor has any impact upon, separate proposals for interstate piping projects that could be used to transport liquid carbon dioxide. In truth, carbon dioxide pipelines will likely not result in significant new job creation in Macon County. But if expanded CCS operations in Decatur result in new companies locating their plants in Decatur to access Decatur CCS facilities, then CCS will directly advance the city’s economic development objectives. In fact, the city and the Decatur/Macon County Economic Development Corporation have already been contacted by companies who want to locate in Decatur to obtain access to CCS facilities. The Federal government provides incentives and credits to certain companies that capture their sequestered carbon dioxide emissions.

After a brief ADM presentation and Q&A on Monday night, it is recommended that the proposed easement be approved.

ORDINANCE NO. 2023 _____

**ORDINANCE AUTHORIZING NEGOTIATION AND EXECUTION
OF NEGOTIATED EASEMENT WITH
ARCHER-DANIELS-MIDLAND COMPANY
FOR THE UNDERGROUND INJECTION AND SEQUESTRATION OF CO2**

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

Section 1. That the grant of an Easement to Archer-Daniels-Midland Company (“ADM”) for UNDERGROUND INJECTION AND SEQUESTRATION OF CO2, for various properties owned by the City of Decatur may be granted upon mutual agreement by the City and ADM subject to the conditions contained herein.

Section 2. That the grant of any Easement is expressly conditioned upon ADM receiving all necessary and required permits for the underground injection and sequestration of CO2 from the Illinois Environmental Protection Agency and or the United States Environmental Protection Agency prior to any injection of CO2.

Section 3. That the grant of any Easement is expressly conditioned upon ADM’s agreement to pay to the City the sum of \$450 per acre under which ADM injects and/or stores CO2.

Section 4. That the City Manager or his designee is authorized to negotiate with ADM to determine the properties to be included in the Easement and the terms and conditions for such Easement.

Section 5. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said easement for the sequestration of CO2 upon agreement by the parties.

PRESENTED, PASSED, APPROVED AND RECORDED this 20th day of March, 2023.

JULIE MOORE WOLFE
MAYOR

ATTEST:

KIM ALTHOFF
CITY CLERK

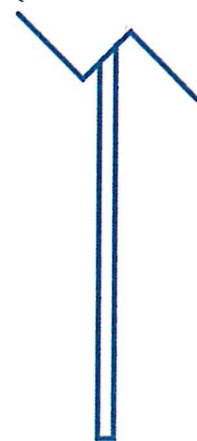
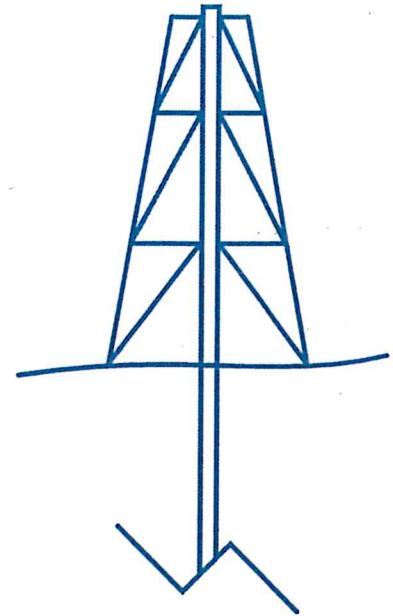
CCS EXPANSION

CCS is an important and proven technology as ADM looks to implement a variety of different strategies to decarbonize our footprint. CCS can help us meet the growing demand for low-carbon energy and ingredients solutions, add value to ADM products and potentially reach new markets in the future. We are looking to further leverage our existing CCS capabilities in several different ways, including:

- Expanding ADM's current CCS well capacity in Decatur
- Connecting our corn processing facilities in Cedar Rapids and Clinton, Iowa, to our existing CCS wells in Decatur through a CO₂ pipeline built and operated by Wolf Carbon Solutions
- Connecting our corn processing facility in Columbus, Nebraska, to a storage site in Wyoming through a project led by Tallgrass Energy Solutions to convert an existing natural gas pipeline to transport CO₂
- Connecting our existing CCS wells in Decatur to a net-zero power plant project 8 Rivers Capital Group has proposed adjacent to our processing facilities in Decatur, which could also supply ADM with clean electricity.

IS IT SAFE?

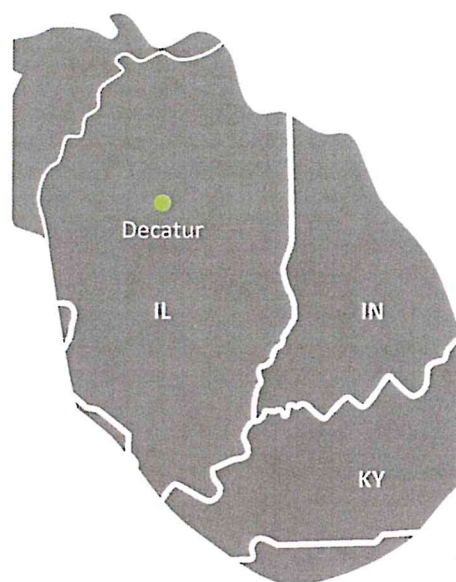
- ADM has been injecting liquified CO₂ beneath our North American Headquarters and our extensive plant operations in Decatur for many years.
- ADM has worked closely with state and federal agencies including the Illinois State Geological Survey at the University of Illinois, the U.S. Department of Energy and the U.S. EPA to ensure the safety of the CCS project in Decatur.
- The CO₂ is injected 1.5 miles underground, far below drinking water supplies.
- Comprehensive monitoring tools are in place to monitor any potential impacts to groundwater, surface area and the underground geology, including seismic activity.
- 50 CO₂ pipelines covering 5,000 miles have been built in the United States over the last 40 years carrying 68 million tons of CO₂ per year. This is a well-understood and tested technology.



**FOR MORE INFORMATION,
VISIT: WWW.ADM.COM/CCS**

WHAT IS CARBON CAPTURE AND STORAGE (CCS)?

- Carbon capture and storage (CCS) uses the Earth's natural trapping system to store CO₂, and a natural element already found underground.
- CO₂ is captured from industrial facilities, purified and then compressed into liquid form. Ethanol plants produce nearly pure CO₂, removing the purification step, and making them ideal choices for CCS.
- Liquified CO₂ is then transported via pipelines to storage wells where it is safely injected into sealed off geological formations and can be stored securely for millions of years.
- CCS is considered a key technology in reducing global CO₂ levels and has been proven to be effective and safe at a large-scale commercial level.
- The Illinois Basin features the Mt. Simon Sandstone Saline Reservoir about 1.5 miles underground, as well as several layers of shale rock, making it a good location for CCS storage.
- CCS is an important technology as we look at a variety of ways to decarbonize our footprint and meet the growing demand for low-carbon energy and ingredient solutions.

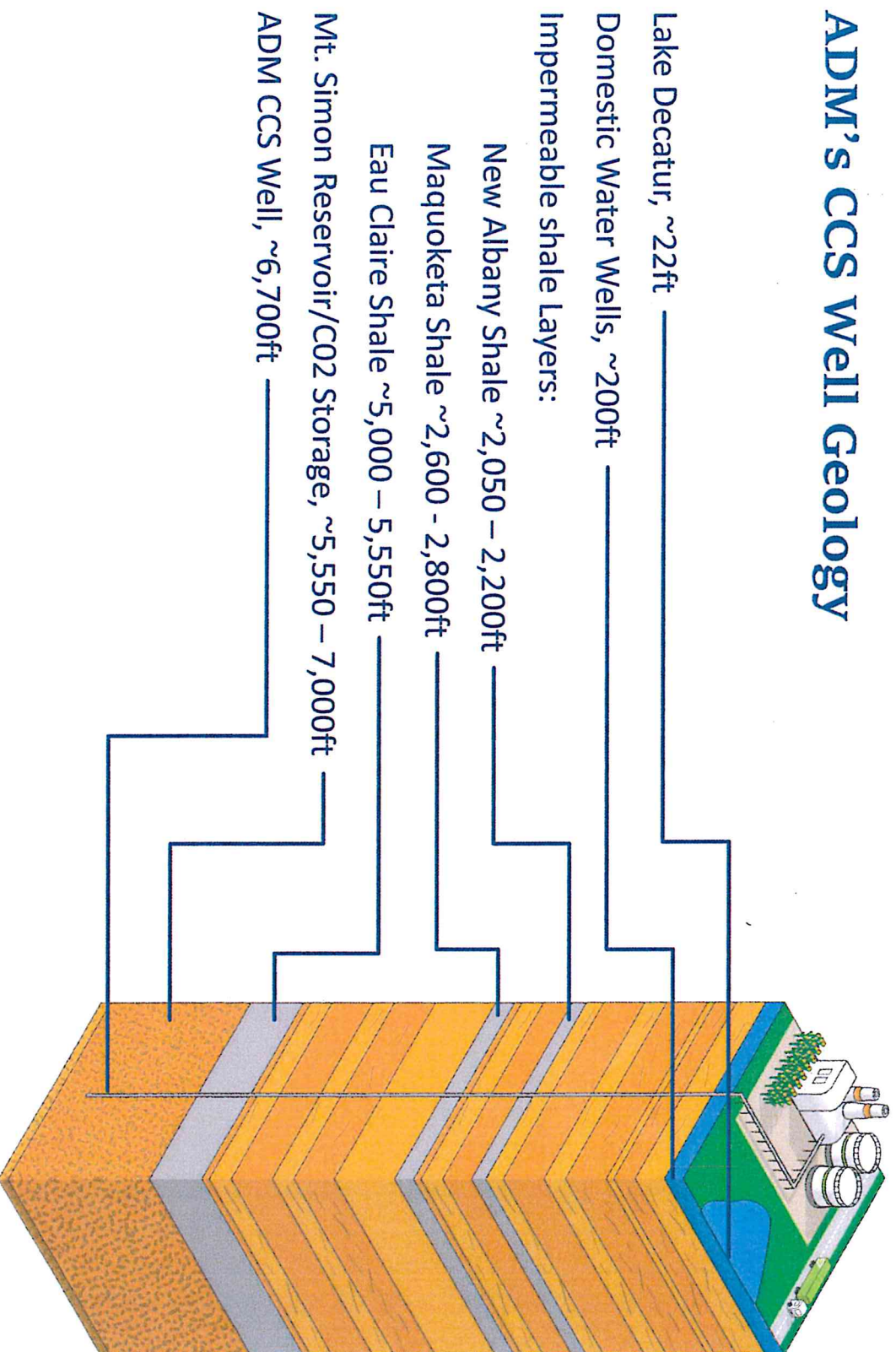


Illinois Basin

ADM'S PROVEN TRACK RECORD WITH CCS

- ADM is a national and world leader in the implementation of CCS technology.
- ADM was the first company to be granted a Class VI CCS well permit by the United States Environmental Protection Agency and has been successfully operating CCS wells in Decatur for more than a decade.
- ADM has worked with the Department of Energy and the Illinois Geological Survey at the University of Illinois for many years to validate the safety, security and effectiveness of CCS technology.
- To date, ADM has successfully injected more than 3.5 million tons of CO₂ safely a mile and a half under the earth. We are working to increase the capacity of our well storage to further leverage this proven technology.

ADM's CCS Well Geology



City Clerk

DATE: 3/13/2023

MEMO:

TO: Julie Moore Wolfe, Mayor
City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Resolution Authorizing a Real Estate Purchase Agreement for Properties Between Una Mae Eldridge and Una Mae Eldridge Living Trust and the City of Decatur

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Una Mae Eldridge Agreement	Backup Material

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

DATE: March 20, 2023

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Cordaryl “Pat” Patrick, Community Development Director

SUBJECT: Purchase of the Former Wee Folks building and adjacent parcels and a related with Love Learning and Laughter Daycare for the Provision of Providing Childcare in the Urban Core

RECOMMENDATION: Staff recommends the City Council approve the resolution authorizing the purchase of nine (9) properties including the former Wee Folks building and the resolution to sell and provide funds for renovations to one (1) of the nine parcels (04-12-11-409-011) to Love Learning and Laughter Daycare for operating a new childcare facility in the urban core.

BACKGROUND: The COVID-19 pandemic has led to economic, health, and social hardships for millions of people and a new awareness of the changes needed to reduce pandemic impacts in the future. As a result, the Community Development Block Grant Coronavirus (CDBG-CV) response grants were provided as supplemental funding to CDBG grantees under the CARES Act, to fund a wide range of community development activities to help communities prevent, prepare for, and respond to the direct and indirect effects of the COVID-19 pandemic and to mitigate future risks. The City of Decatur has an unobligated balance of approximately \$1 million dollars remaining that must be committed (under a project contract) by September 2023. At the City Council’s February 6th regular meeting, the Council approved a resolution to allocate these funds to four different projects, in which staff committed to bringing each project back to Council as a formal agreement for consideration.

One of the four projects is the acquisition and facility improvements of the former Wee Folks property. The City of Decatur and Macon County partnered to do a workforce development systems assessment, strategy and implementation roadmap. One of the key observations was, Decatur-Macon County has a significant shortage of childcare facilities, and this problem acts to depress the number of residents who can participate in the local workforce. The former Wee Folks building located on North Jasper street was formally a childcare facility that had to close during the peak of the coronavirus pandemic. This left a significant gap in the childcare ecosystem. City staff has identified an entity (Love Learning and Laughter Daycare) willing to re-start a childcare facility in the former Wee Folks building. This project is representative of some many of the City Council’s neighborhood revitalization initiatives. This project is along Jasper St corridor, it invests and supports a minority small business, which will help to fill the childcare needs of people living in the urban core so they too can achieve higher participation in the workforce.

Love Learning and Laughter Daycare (LLLD) is owned and operated by Cherri Johnson. LLLD has been a state of Illinois licensed daycare since January 2019. Mrs. Johnson has been in business for four years but has been in the daycare industry and business for over 18 years. Mrs. Johnson was born and raised here in Decatur and has worked in every aspect of a daycare facility, including a bus monitor, director and now owner and operator. Mrs. Johnson worked as a school-age Teacher and Assistant Director at Wee Folks Daycare from March 2013 until May 2017. She was responsible for ensuring the ratios of the classrooms were in accordance with licensing standards, assisted with the student enrollment process, conducted staff and childcare orientations, managed employee onboarding, conducted parent/teacher conferences, and lesson planning for children ages 6-12. Mrs. Johnson also served as the Director of Little Minds Learning Center from May 2017 to January 2019. She was responsible for the day-to-day operations and getting the facility state licensed and operating. Within three months of the facility opening, it was at 75% capacity. Mrs. Johnson currently has a waiting list and the demand for childcare is very high. However, due to her limited capacity with at-home childcare, she is unable to help meet this demand. Having this former daycare building will allow her to continue to grow to meet the demands of the community for more childcare openings.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

INPUT FROM OTHER SOURCES: Park District, Childcare Operator, and Great Streets Great Neighborhoods Steering Committee.

STAFF REFERENCE: Should the City Council have any questions, they may contact Cordaryl M. Patrick, Director of Economic and Community Development, at 217-424-2727 or e-mail cpatrick@decaturil.gov.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A REAL ESTATE PURCHASE AGREEMENT
FOR PROPERTIES BETWEEN UNA MAE ELDRIDGE AND UNA MAE ELDRIDGE
LIVING TRUST AND THE CITY OF DECATUR**

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

WHEREAS, the City of Decatur, IL has on occasion acquired certain properties and facilities to further the City's neighborhood revitalization and workforce development initiatives; and,

WHEREAS, the City of Decatur, IL has a purchase agreement, subject to City Council approval, for the properties located at 1170 E. Orchard Street (04-12-11-409-011), (04-12-11-09-001), (04-12-11- 409-002), (04-12-11-409-003), (04-12-11-409-005), (04-12-11-409-006), (04-12-11-409-007), (04-12- 11-409-009), and (04-12-11-453-001), all located in Decatur, IL; and,

NOW THEREFORE; BE IT RESOLVED:

Section 1. That the City Manager, or designee is authorized to purchase the 9 parcels of property including 1170 E. Orchard St. through a Real Estate Purchase Agreement, as generally presented in the attached exhibit.

Section 2. That the City Manager is authorized to purchase these 9 properties for an amount not to exceed One Hundred Eighty Thousand Dollars (\$180,000), exclusive of any related closing costs.

PRESENTED and ADOPTED this _____ day of _____, 2023.

Julie Moore Wolfe, Mayor

Attest:

Kim Althoff, City Clerk

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT ("Agreement") is entered into by and between Una Mae Eldridge and Una Mae Eldridge Living Trust ("Seller") and the City of Decatur, Illinois, an Illinois municipal corporation ("City").

RECITALS

A. The City is a municipal corporation as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1, et. seq.

B. The City is a home rule unit under Article VII Section 6(a) of the Illinois Constitution (IL Const. 1970, Art. VII, Sec. 6(a)).

C. Chapter 33 of the City Code of the City of Decatur provides that the City may acquire properties as the Council authorizes or approves.

D. Seller owns or controls 9 properties adjacent to each other located between Condit St and Marietta St. just west of Jasper (depicted in Exhibit A) all located in Decatur, IL that it desires to sell. The nine parcels included in this transaction are as follows: 04-12-11-409-001, 04-12-11-409-002, 04-12-11-409-003, 04-12-11-409-005, 04-12-11-409-006, 04-12-11-409-007, 04-12-11-409-009, 04-12-11-409-011, 04-12-11-453-001.

E. The City desires to purchase the nine properties as set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements hereinafter set forth, and in consideration of \$10,000.00 in earnest money, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are incorporated herein as fully stated as a part of this Agreement.
2. Subject to the terms and conditions of this Agreement, Seller shall transfer the Premises outlined by red lines in Exhibit A attached hereto and incorporated by reference ("Property") to the City.
3. City shall pay to the Seller the sum of One Hundred Eighty Thousand Dollars (\$180,000) for purchase of the above-described property, together with all improvements thereon and the appurtenances and fixtures thereto, said monies to be paid to Seller at time of settlement, less earnest money already provided. City and Buyer agree that settlement shall occur no later than sixty (60) business days from the date of this Agreement. At least five (5) days before closing, Seller shall have removed all personal property Seller wants from the property. Except for removal of said personal property and the provisions in Paragraph 11 (Environmental

Investigations), Buyer agrees to accept the property at closing in its present "AS IS" condition.

4. Seller shall furnish to City a Commitment for an Owner's Title Insurance Policy insuring against defects in the merchantability of title up to the value of the purchase price set forth above for the Property. The City shall provide to Seller in writing within a reasonable time after receipt of the Policy and prior to settlement, any objection it may have thereto. Seller shall have a reasonable time to cure any objection interfering with or impairing the merchantability of the title to said real estate. If Seller is unable to cure any such objection and the Seller, at its sole expense, is unable to procure a title policy insuring over the same, then the City shall have the option of terminating this Agreement. This Agreement is expressly contingent upon Seller providing good and merchantable title to the Property.
5. At settlement, Seller shall deliver to City a warranty deed to the Property in such form and together with such documentation as shall be required for recording said deed. Seller and City agree to each pay one-half of the costs for transfer tax stamps, the cost of recording with the Recorder of Deeds any of the documents necessary to complete the transfer of ownership and any other additional documents required.
6. Seller shall be responsible for all Real Estate Taxes accruing prior to date of closing.
7. All notices, demands and requests that are required or allowed to be given by either party shall be in writing and shall be personally delivered or sent by certified mail, postage prepaid, to the address as set forth below or to such other address as either party may subsequently designate in writing:

SELLER:

Una Eldridge
65 S. Shore Dr.
Decatur, IL 62521

CITY:

City of Decatur
City Manager
One Gary K. Anderson Plaza
Decatur, IL 62523

With copy to:

Glen A. Featherstun
Featherstun, Gaumer, Stocks, Flynn & Eck, LLP
101 S. State Street, Suite 240
P.O. Box 1760
Decatur, IL 62525-1760

8. Seller warrants that to the best of its knowledge, information and belief, there are no underground storage tanks or other known environmental issues of any kind located upon the real estate.
9. Seller and City represent to each other that each has retained and relied or had the opportunity to retain and rely on its own legal counsel, accountants and other

professional advisers in connection with the negotiation, execution, and performance of this Agreement and its consequences, including, without limitation, tax consequences. Seller and City represent to each other that any such professional fees and expenses incurred in connection with this Agreement and its performance or in any other regard, shall be the sole obligation of that party, and each party shall pay its own expenses related to this Agreement and performance of its respective obligations hereunder.

10. Each signatory to this Agreement warrants and represents that such signatory is duly authorized to execute this Agreement on behalf of the party for who the Agreement is signed.
11. Seller and City acknowledge and agree that City may obtain a Phase I environmental at City's expense. The City and Seller also agree that the City may also have a Phase II environmental done if desired, again at the City's expense. On or before forty-five days after the date of this Agreement, the City may terminate this Agreement because the environmental report is not acceptable to City. The Seller can keep the earnest money if the City chooses to not acquire the property due to the environmental reports.
12. Seller and City acknowledge and agree that this purchase is for a governmental purpose and that this Agreement is expressly contingent upon receiving the required approval by the United States, State of Illinois, and Decatur City Council.
13. This is an enforceable Agreement placing specific obligations on the City and the Seller. Either Party is entitled to all legal remedies available under law or equity, including suit for specific performance or damages.
14. Time shall be considered to be of the essence of this Agreement.
15. This Agreement contains the entire understanding of the parties hereto in respect of the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter.
16. The warranties and agreements contained herein shall extend to and be the obligation of the heirs, executors, administrators, successors, and assigns of the parties hereto.

CITY OF DECATUR, ILLINOIS

By: _____

Date: 7 Febr. 2023

SELLER

By: _____

Date: 2-7-2023

LEGEND
 Parcels

*Titles
Searched*

EXHIBIT A
to Purchase Agreement
CITY OF DECATUR, IL



E CONDOT ST

EIDRIDGEIUNA MAE
04:12:11-409-001

EIDRIDGEIUNA MAE
04:12:11-409-002

EIDRIDGEIUNA MAE
04:12:11-409-003

EIDRIDGEIUNA MAE
04:12:11-409-005

EIDRIDGEIUNA MAE
04:12:11-409-006

EIDRIDGEIUNA MAE
04:12:11-409-007

EIDRIDGEIUNA MAE
04:12:11-409-009

**1ST NATL BANK
OF DECATUR**
04:12:11-409-011

*Trust
4382*

N ILLINOIS ST

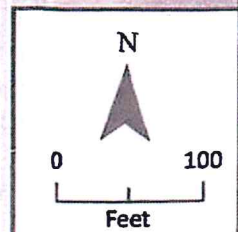
E ORCHARD ST

**1ST NATL BANK
OF DECATUR**
04:12:11-453-001

*Trust
4382*

N W ASPEN ST

E MARIETTA ST



Community Development

DATE: 3/16/2023

MEMO:

TO: Julie Moore Wolfe Mayor
City Council Members

FROM: Cordaryl Patrick, Director of Community & Economic Development

SUBJECT: Resolution Authorizing Agreement with Love Learning and Laughter Daycare (LLLD)

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

RESOLUTION NO. 2023_____

**RESOLUTION AUTHORIZING AGREEMENT WITH LOVE LEARNING AND
LAUGHTER DAYCARE**

WHEREAS, City of Decatur, Illinois is an Illinois home rule community authorized to purchase, sell and otherwise engage in real estate exchanges; and,

WHEREAS, the City of Decatur has or intends to purchase property located at 1170 Orchard Street, Decatur, IL; and,

WHEREAS, the City has determined that additional childcare options are needed in the urban core based on the recently published workforce development systems assessment, strategy, and implementation roadmap; and,

WHEREAS, the City has received Community Development Block Grant (CDBG-CV) funds to be utilized to prevent, prepare for, and respond to the coronavirus; and,

WHEREAS, utilizing CDBG-CV funds for the purchase and renovation of structures to be used in the operation of childcare is an allowable use of the funds; and,

WHEREAS, Love Learning and Laughter Daycare (“LLLD”) has been a State of Illinois Licensed childcare provider since January 24, 2019 ; and,

WHEREAS, the City wishes to engage LLLD in utilizing such funds in accordance with HUD guidelines and Federal regulations to provide childcare services and has determined that LLLD has the capacity to own, manage and operate a new childcare facility.

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

Section 1. That the City Manager or his designees are hereby authorized to negotiate an agreement with LLLD for the sale of 1170 Orchard Street, Decatur, IL to LLLD under the terms, conditions and instrument they determine to be in the best interest of the City.

Section 2. That the City is authorized to negotiate the use of CDBG-CV authorized funds in the agreement entered into with LLLD.

Section 3. That the City Manager or his designee is hereby authorized to enter into an agreement with LLLD for the sale of 1170 Orchard Street under the terms negotiated.

PRESENTED AND ADOPTED this 20th day of March 2023.

JULIE MOORE WOLFE
MAYOR

ATTEST:

KIM ALTHOFF
CITY CLERK

City Clerk

DATE: 3/16/2023

MEMO:

TO: Julie Moore Wolfe, Mayor
City Council Members

FROM: Jon Kindseth, Deputy City Manager
Lacie Elzy, Transit Administrator

SUBJECT: Resolution Authorizing the Execution of An Agreement with Steve's Trucking for the Demolition of Transit Buildings at 300 E. Macon (Former Tommy House Tire)

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
300 E. Macon Bid	Backup Material

OFFICE OF THE CITY MANAGER

DATE: March 20, 2023

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Jon Kindseth, Deputy City Manager
Lacie Elzy, Transit Administrator

SUBJECT: Resolution Authorizing the Execution of An Agreement with Steve's Trucking for the Demolition of Transit Buildings at 300 E. Macon (Former Tommy House Tire)

SUMMARY RECOMMENDATION: Staff recommends approval of the Resolution authorizing execution of the attached proposal from Steve's Trucking for the Demolition of transit buildings at 300 E. Macon.

BACKGROUND: The City of Decatur acquired the former Tommy House Tire buildings. Two of the buildings have been determined to be unstable after damage was sustained during the recent storm on March 3rd with high wind gusts.

It is imperative these buildings are safely demolished as quickly as possible, with the approval of IDOT, for the health and safety of our employees and citizens.

Steve's Trucking was the lowest, responsible bidder with a bid of \$57,650.00. The bid summary is attached.

BUDGET/TIME IMPLICATIONS: This demolition will be funded by IDOT Rebuild grant funds.

STAFF REFERENCE: Should the City Council have any questions, they may contact Jon Kindseth at 217-450-2323 or jkindseth@decaturil.gov, Lacie Elzy at 217-542-3559 or lelzy@decaturil.gov

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
STEVE’S TRUCKING FOR THE DEMOLITION OF TRANSIT BUILDINGS AT 300 E.
MACON (FORMER TOMMY HOUSE TIRE)**

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

Section 1. That the tabulation of bids received for the demolition of vacant transit buildings at 300 E. Macon, Decatur, Illinois and presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the bid of Steve’s Trucking in the amount of \$57,650.00 for the demolition of the transit buildings at 300 E. Macon be hereby accepted, and that the City Manager, or designee, is authorized to execute the contract as necessary to complete this demolition, upon the express condition that authorization is received from necessary parties and State of Illinois Transportation, as required.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Steve’s Trucking for their total estimated price of \$57,650.00.

PRESENTED AND ADOPTED this 20th day of March 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Project Name: Demolition of Properties- 300 E. Macon		Steve's Trucking Decatur, IL		JRH Services Decatur, IL		Hutchins Excavating Decatur, IL		Shafer Excavating Pontoon, IL	
Bid Date: 03/16/2023									
Time: 10:00 A.M.									
	Description	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
	Demolition	\$57,650.00	\$59,750.00	\$112,500.00	\$150,500.00				
	Plumbing	\$0.00		\$0.00	\$0.00			\$0.00	
TOTAL		\$57,650.00	\$59,750.00	\$112,500.00	\$150,500.00				

Public Works

DATE: 3/10/2023

MEMO: 2023-25

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, Public Works Director
Shane Brandel, Chief of Police
Jessica Coleman, Chief Procurement Officer

SUBJECT:

Resolution Accepting the State of Illinois Joint Purchasing Contract Holder Bid Price of Sutton Ford Inc. for the Purchase of Four (4) 2023 Ford Police Interceptor Utility Vehicles and Two (2) 2023 Ford F-150 Police Responders.

SUMMARY RECOMMENDATION:

Staff recommends approval of the Resolution awarding a contract in the State of Illinois joint Purchasing Agreement amount of \$355,444.20 to Sutton Ford Inc. for the purchase of four (4) 2023 Ford Police Interceptor Utility Vehicles and two (2) 2023 Ford F-150 Police Responders.

The bids include the cost of the vehicles along with the Police Department equipment required for up-fitting. Computers and other technology devices are currently being reviewed by the Police Department and will be purchased closer to the time of vehicle delivery.

BACKGROUND:

The City of Decatur Police Department has requested four (4) new 2023 Police Interceptors and two (2) 2023 F150 Police Responders to replace old units due to mileage and condition.

The vehicles being replaced are:

Unit 811 a 2019 Ford Interceptor with 104,809 miles.
Unit 814 a 2019 Ford Interceptor with 109,451 miles.
Unit 815 a 2019 Ford Interceptor with 109,542 miles.
Unit 818 a 2017 Ford Interceptor with 130,829 miles.
Unit 819 a 2017 Ford Interceptor with 142,885 miles.
Unit 822 a 2016 Ford Interceptor with 149,632 miles.

The replacement vehicles are estimated to be delivered in 90 to 180 days.

The Police Department is currently reviewing computer system options which will be purchased closer to the time of delivery to assure the most up to date hardware.

DISPOSAL OF REPLACED UNITS: The replaced vehicles will be sold or auctioned after the new vehicles are put in service.

PRIOR COUNCIL ACTION:

None

OTHER BIDDERS: State of Illinois Joint Purchasing Contract

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

POTENTIAL OBJECTIONS: There are no known objectives

INPUT FROM OTHER SOURCES:

Fleet Maintenance wrote bid specifications based on Police Department requirements.

STAFF REFERENCE: Matthew Newell, Public Works Director, Chris Bergschneider, Fleet Supervisor. Matt Newell will be in attendance to answer any questions.

BUDGET/TIME IMPLICATIONS: Funding for this expenditure is available in the FY 2023 Budget.

ATTACHMENTS:

Description	Type
Resolution Accepting the State of Illinois Joint Purchasing Contract Holder Bid Price of Sutton Ford Inc. for the Purchase of Four (4) 2023 Ford Interceptor Utility Vehicles and Two (2) 2023 Ford F-150 Police Responders	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE STATE OF ILLINOIS JOINT PURCHASING
CONTRACT HOLDER BID PRICE OF SUTTON FORD INC. FOR THE PURCHASE
OF FOUR (4) 2023 FORD INTERCEPTOR UTILITY VEHICLES AND TWO (2) 2023
FORD F150 POLICE RESPONDERS**

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

Section 1. That the State of Illinois Joint Purchasing bid received for four (4) Ford 2023, Police Interceptor Utility Vehicles and two (2) Ford F150 Police Responders, presented herewith as Exhibit A be, and it is hereby, received, and placed on file.

Section 2. That the cost of Sutton Ford Inc., in the amount of \$355,444.20, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Sutton Ford Inc., for their State of Illinois Joint Purchasing bid price of \$355,444.20.

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

PRESENTED and ADOPTED this 20th day of March 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk


**COMMERCIAL
& FLEET**

DATE

Thursday, February 9, 2023

QUOTE

BILL TO: DECATUR

ADDRESS PAYMENT TO:

 Sutton Ford, Inc.
 21315 Central Avenue
 Matteson, IL 60443

SHIP TO: DECATUR

E-mail

BHALL@SUTTONFORD.COM

Phone

708-720-8035

Contact

BRITTANY HALL

INVOICE #

TERMS

ORDERING FIN

USER FIN

YEAR	MAKE	MODEL DISCRIPTION	COLOR	STOCK NO.	
2023	FORD	POLICE INTERCEPTOR		S00616-617	
VIN NUMBER		TBD			
CONTRACT LINE	DESCRIPTION		MSRP	DISCOUNT	TOTAL
1	FORD EXPLORER POLICE UTILITY ECOBOOST		N/A	N/A	\$ 44,339.00
9	UNMARKED POLICE VEHICLE PACKAGE		N/A	N/A	\$ 3,685.00
17	COMPUTER STAND		N/A	N/A	\$ 661.00
23	PUSH BUMPER WITH LIGHTS		N/A	N/A	\$ 862.00
35	PRISONER SEAT COVER		N/A	N/A	\$ 1,495.00
36	SIREN/SPEAKERS		\$ 1,873.00	10%	\$ 1,685.70
42	PRISONER PARTITION		N/A	N/A	\$ 1,035.00
43	EMERGENCY LIGHTING SYSTEMS		\$ 1,215.00	15%	\$ 1,032.75
44	STORAGE COMPONENTS		\$ 4,538.00	15%	\$ 3,857.30
48	RADIO ANTENNA CABLE		N/A	N/A	\$ 195.00
	License and Title		N/A	N/A	\$ 163.00
203	DELIVERY		N/A	N/A	\$ 285.00
TOTAL PER UNIT				\$	59,295.75
QUANTITY					2
TOTAL				\$	118,591.50

QUOTE

$\$ 59,295.75 \times 4$
 $=$
 $\$ 237,183.00$



2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320

As Configured Vehicle

Code	Description
Base Vehicle	
K8A	Base Vehicle Price (K8A)
Packages	
500A	Order Code 500A <i>Includes:</i> - Engine: 3.3L V6 Direct-Injection Hybrid System (136-MPH top speed). - Transmission: 10-Speed Automatic - 3.73 Axle Ratio - GVWR: 6,840 lbs (3,103 kgs) - Tires: 255/60R18 AS BSW - Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes polished stainless steel hub cover and center caps.</i> - Unique HD Cloth Front Bucket Seats w/Vinyl Rear <i>Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.</i> - Radio: AM/FM/MP3 Capable <i>Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.</i>
Powertrain	
99W	Engine: 3.3L V6 Direct-Injection Hybrid System (136-MPH top speed).
44B	Transmission: 10-Speed Automatic
STDAX	3.73 Axle Ratio
STDGV	GVWR: 6,840 lbs (3,103 kgs)
Wheels & Tires	
STDTR	Tires: 255/60R18 AS BSW
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes polished stainless steel hub cover and center caps.</i>
Seats & Seat Trim	
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear <i>Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.</i>

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320

As Configured Vehicle (cont'd)

Code	Description
Other Options	
PAINT	Monotone Paint Application
119WB	119" Wheelbase
STDRD	Radio: AM/FM/MP3 Capable <i>Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.</i>
43D	Dark Car Feature <i>Courtesy lamps disabled when any door is opened.</i>
17T	Switchable Red/White Lighting in Cargo Area <i>Deletes 3rd row overhead map light.</i>
51R	Driver Only LED Spot Lamp (Unity)
87R	Rear View Camera Not recommended with option (47E) 12.1" integrated computer screen. <i>Displayed in rear view mirror. Note: This option replaces the standard display in the center stack area. Note: Camera can only be displayed in the center stack (std) or the rear view mirror (87R).</i> <i>Includes:</i> <i>- Electrochromic Rear View Mirror</i> <i>Video is displayed in rear view mirror.</i>
68G	Rear-Door Controls Inoperable <i>Locks, handles and windows. Note: Can manually remove window or door disable plate with special tool. Note: Locks/windows operable from driver's door switches.</i>
18D	Global Lock/Unlock Feature <i>Door-panel switches will lock/unlock all doors and rear liftgate. Eliminates overhead console liftgate unlock switch and 45-second timer. Also eliminates the blue liftgate release button if ordered with remote keyless entry.</i>
55F	Remote Keyless Entry Key Fob w/o Key Pad <i>Does not include PATS. Includes 4-key fobs. Key fobs are not fobbed alike when ordered with keyed-alike.</i>
59B	Keyed Alike - 1284x
549	Heated Sideview Mirrors
47A	Police Engine Idle Feature <i>This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle. Allows the key to be removed from ignition while vehicle remains idling.</i>

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: CHRIS BORGSCHNEIDOR

CITY OF DECATUR

Prepared by: Alexis Baker

01/04/2023

Sutton Ford Inc. | 21315 Central Avenue Matteson Illinois | 604432893



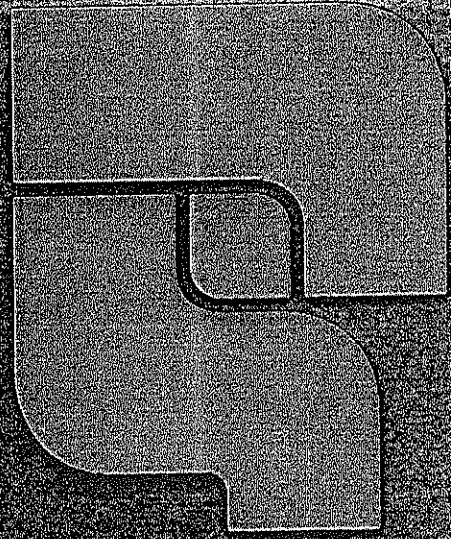
2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320

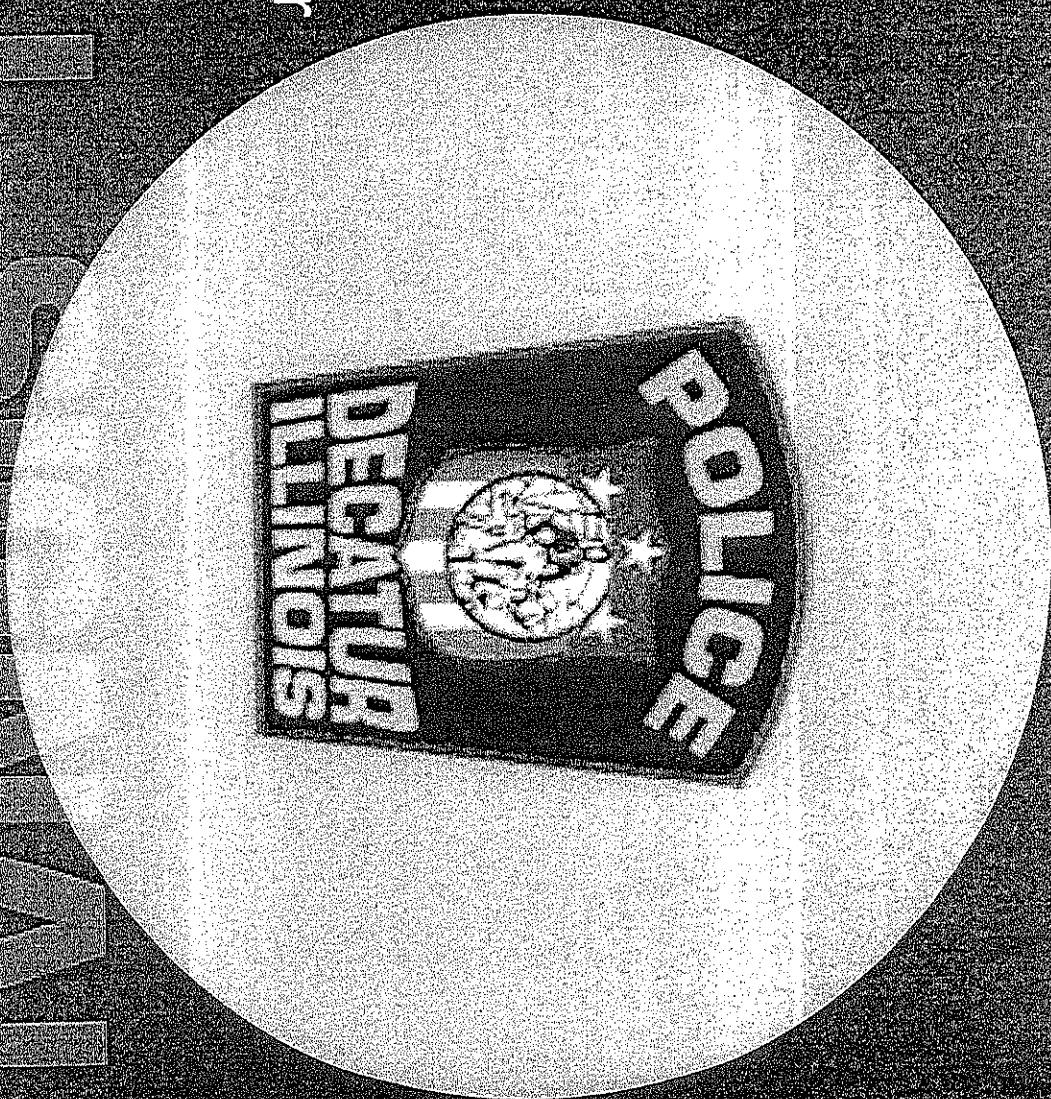
As Configured Vehicle (cont'd)

Code	Description
17A	Rear Auxiliary Air Conditioning
60R	Noise Suppression Bonds (Ground Straps)
18X	100 Watt Siren/Speaker w/Bracket & Pigtail
Emissions	
425	50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.
Exterior Color	
UM_01	Agate Black
Interior Color	
96_01	Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



2022 Ford Police Interceptor



FEDERAL SIGNAL

VAL51J-P1H

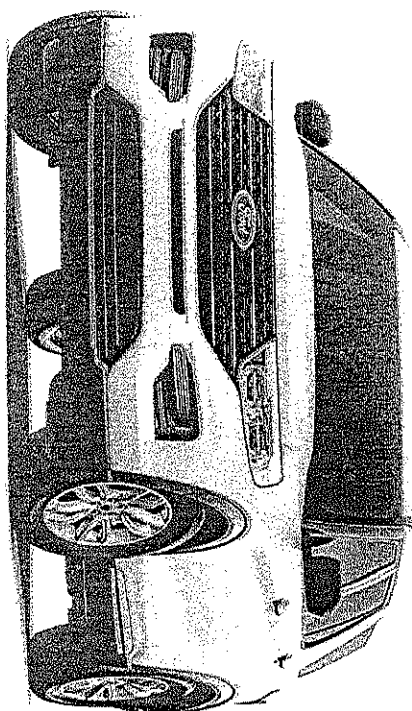
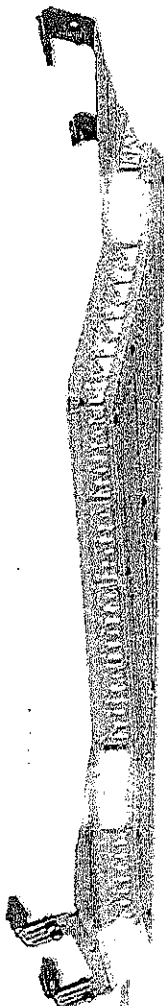
HKB-FPIU20-LONG

Flash red/blue

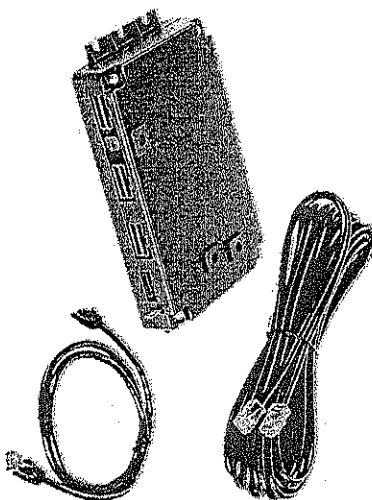
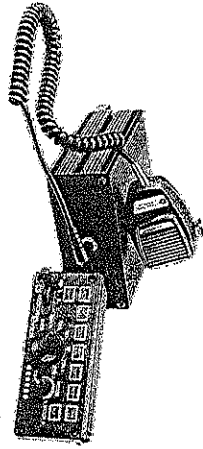
Full Flood white front

White takedowns

Flash Patterns and lighting features determined by departments



PF200R
Pathfinder With OBD-CABLE25-2
EXPMOD24



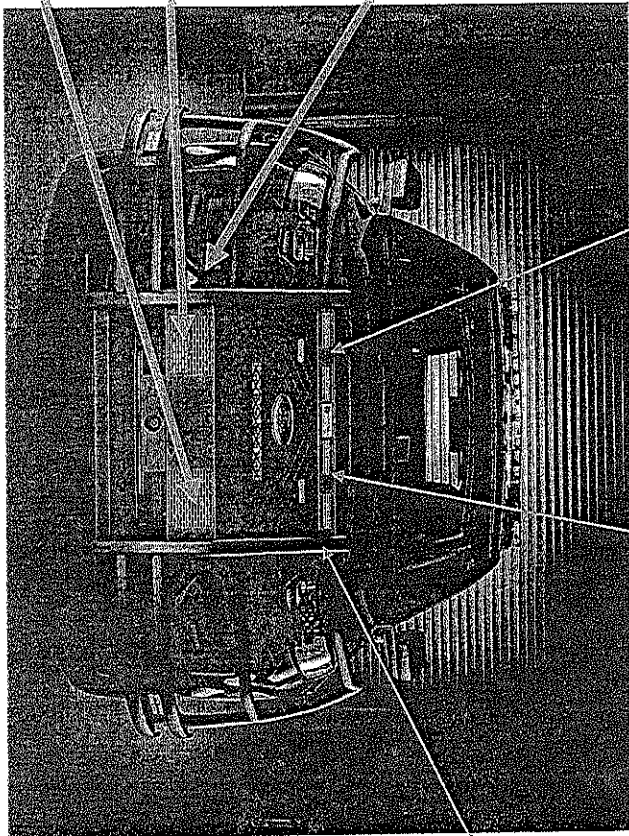
RBKIT1

RB-FPIU20



MPS62UX-BW (2)

MPS62UX-RW (2)



ES100C (2)



DFC-PB-FPIU20

DFC-TC4L

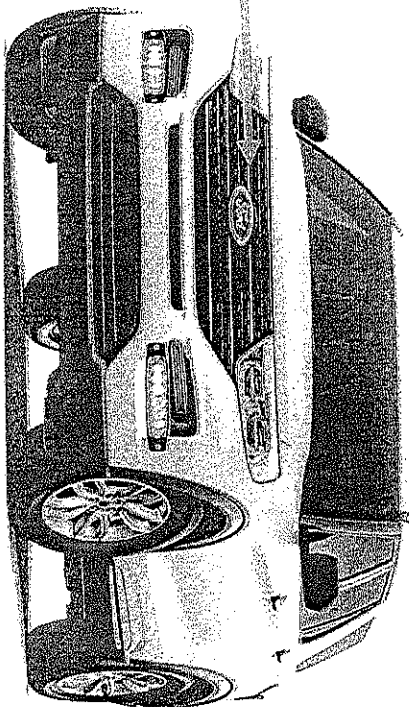
DFC-SB-ES100C

Lights to Flash
RED DRIVER/BLUE PASS.
WHITE as TAKE DOWN and full
flood by pressing FLOOD button
on Siren Controller

MPSC2- RW- Driver

MPSC2-BW- Passenger

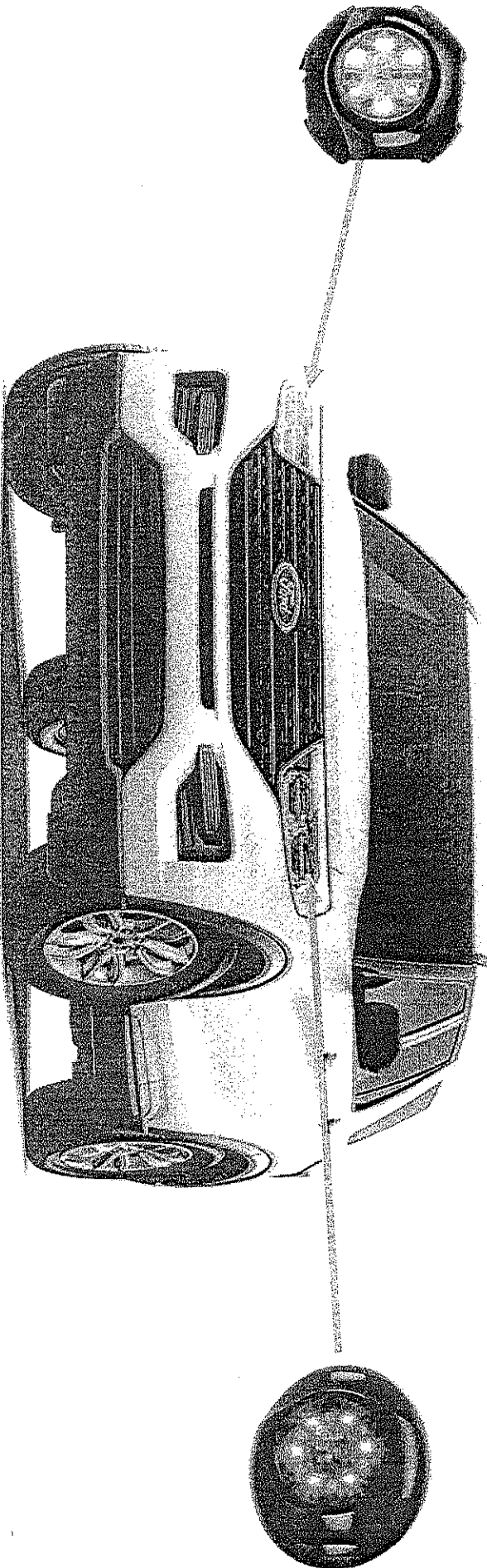
Fog light mount flush
FORD CUT OUTS



416900-VHB 3M TAPE

416900XZ-BW

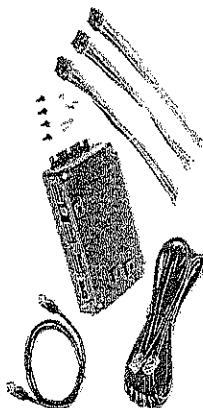
416900XZ-RW

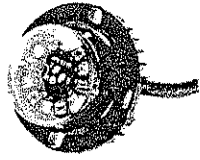


Taillight flash
Connected via EXPHARN03

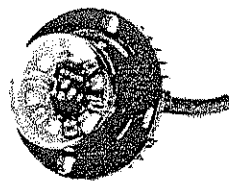
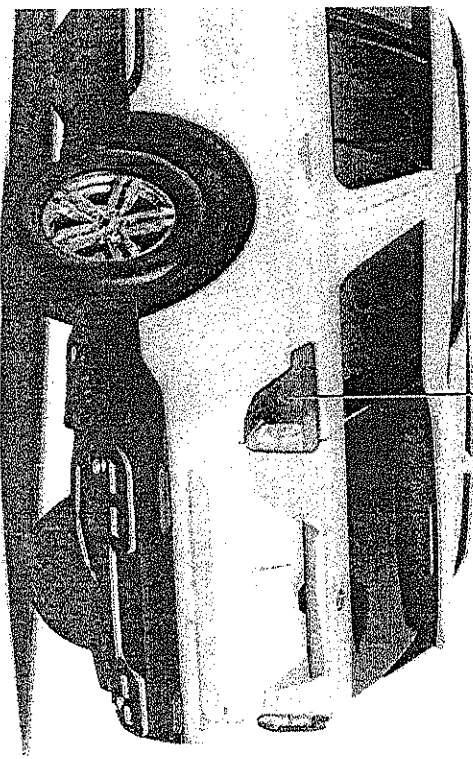


EXPMOD-2 Rear Expansion Module works with any Pathfinder Siren to provide an additional (16) 7.5 Amp flashing outputs and (2) 20 Amp control outputs. The Rear Expansion Module makes installation faster and easier by giving you full control of OEM brake, tail, turn, reverse and third brake light lighting without the use of additional flashers.

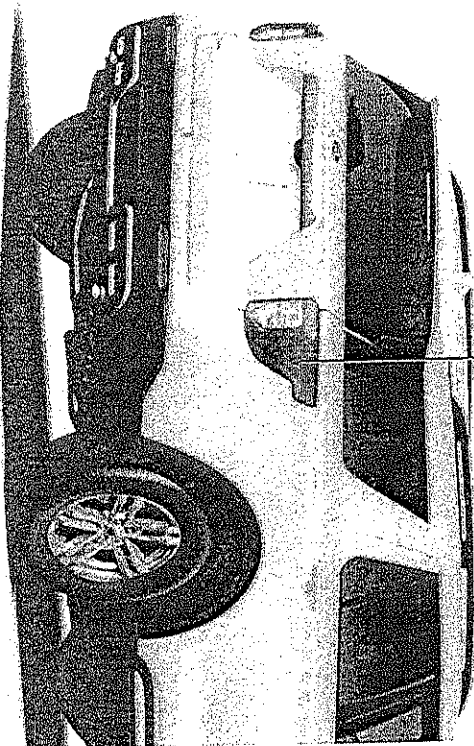




416900XZ-RW

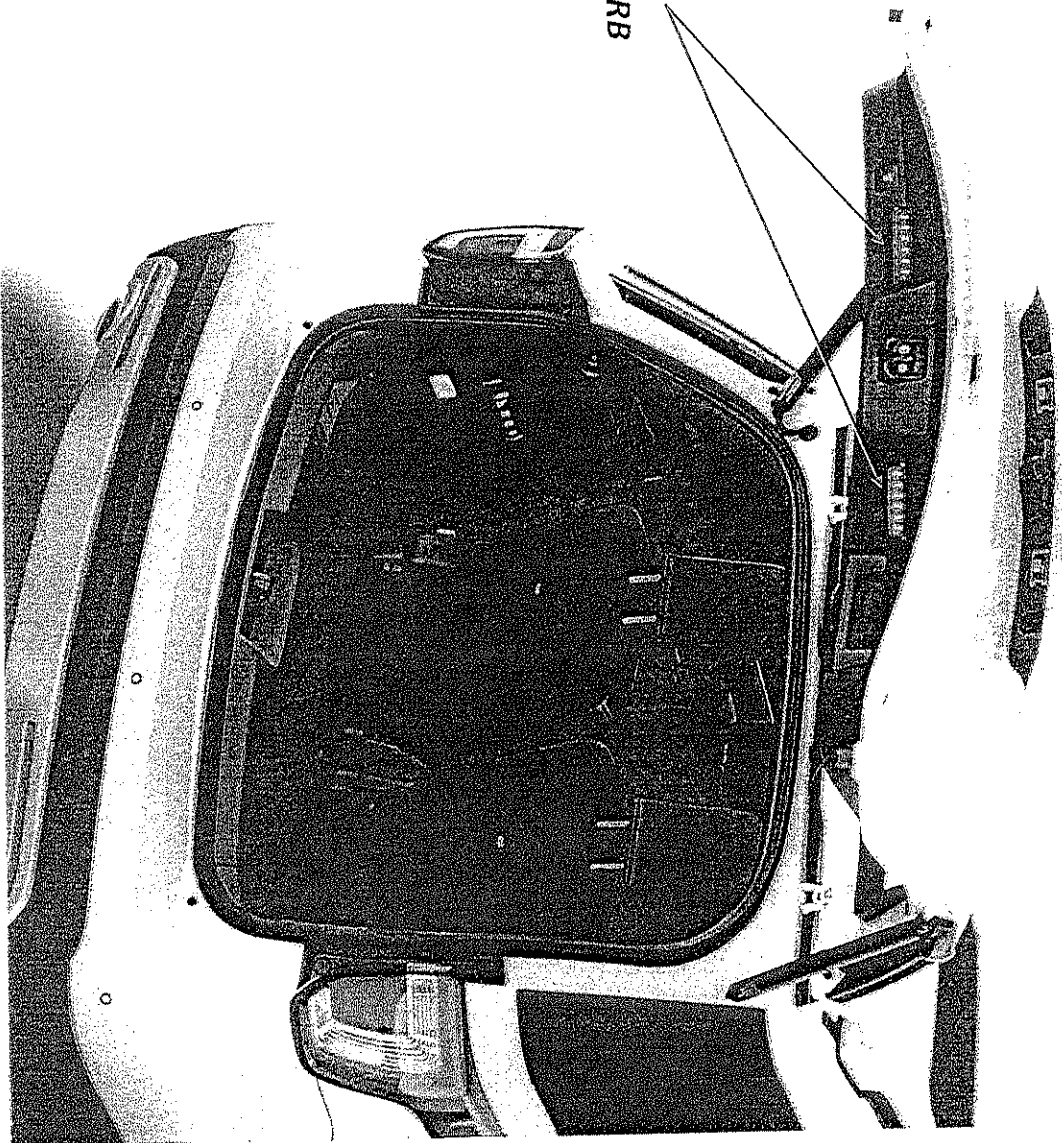


416900XZ-BW

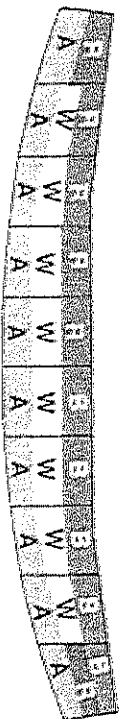


FLUSH-MOUNT BOTH
LIGHTS FOR EXTRA
WARNING LIGHTS IN
REAR OF VEHICLE WITH
ON/OFF SWITCHES.

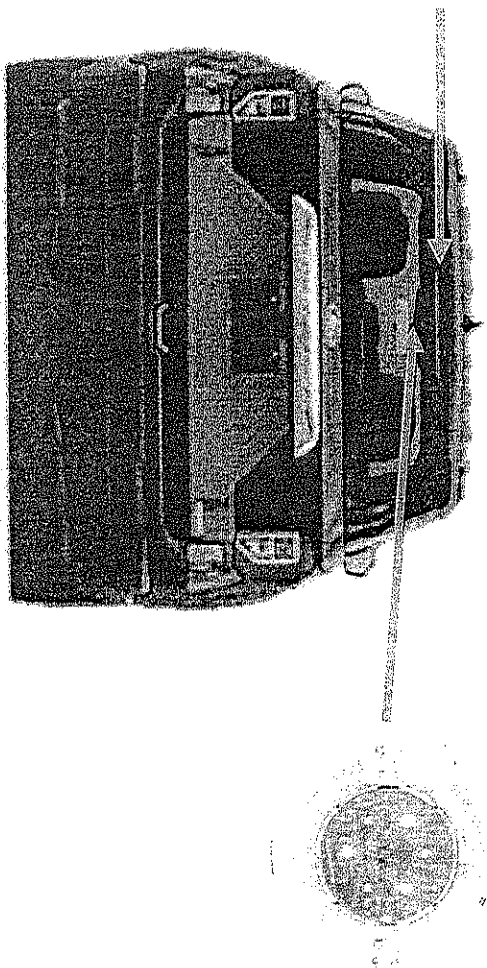
MPS62UX-RB
(2)



SIFMJH-FPIU20-PF1



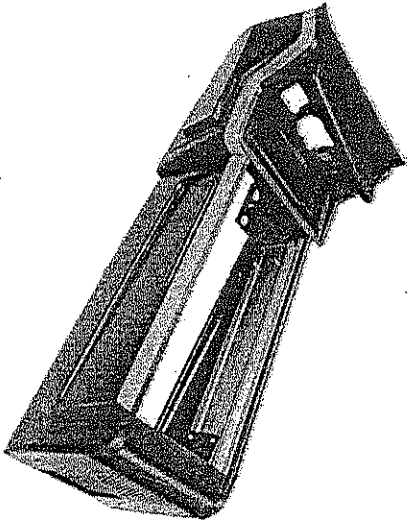
COM3SRWC-MOUNTED INTERIOR REAR



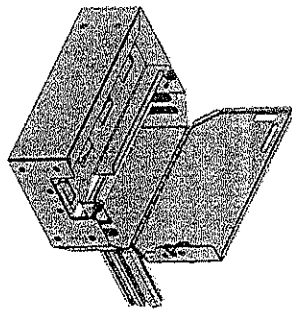


Console part number
comes with USB
Charging/Cig Plugs

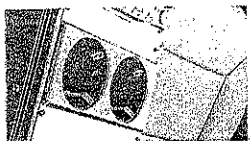
C-VSX-1800-INUT-PM



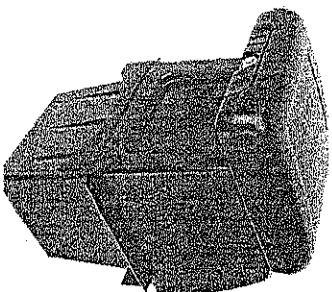
Radio MODEL NUMBERS NEEDED FOR FACEPLATES



CUP2-1004



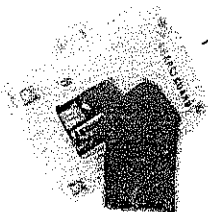
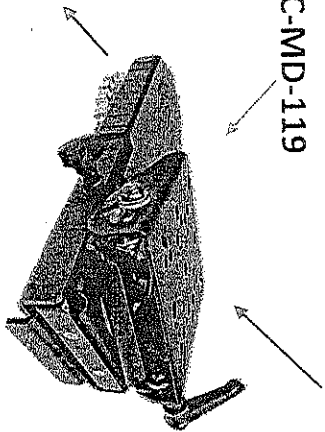
C-CARM-1001



HAVIS

DEPARTMENT
SUPPLYING DOCK

C-MD-119



SWING ON top of console

DOCK TO BE WIRED TO CHARGE GUARD
CG-X
Shut off timing determined by PD
Typical time is 1HRS.

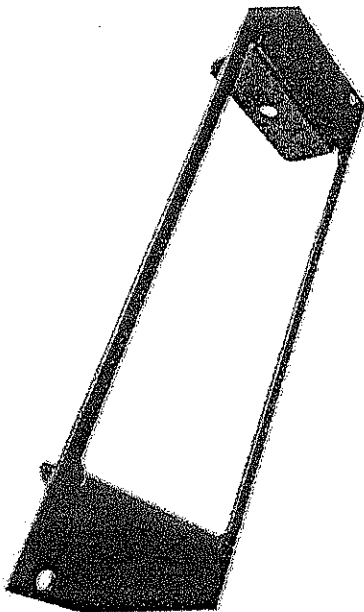
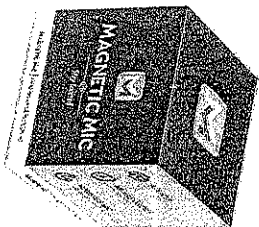
C-EB30-FSR-1P

Filler plate for Pathfinder

C-LP2-PS1-USB 2 Lighter Plug Outlet W/ 1 USB Cut Outs



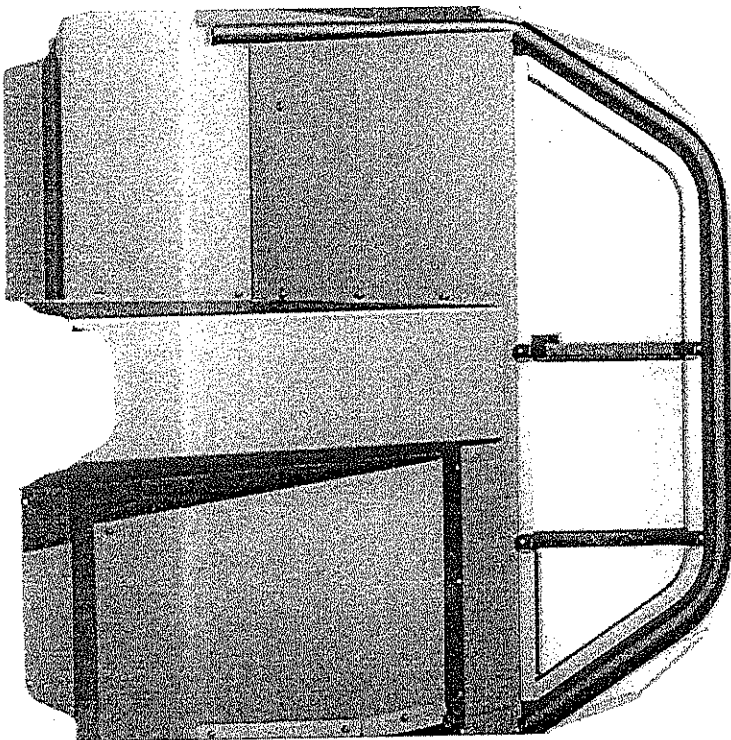
MMSU-1 Magnetic Mic (2)



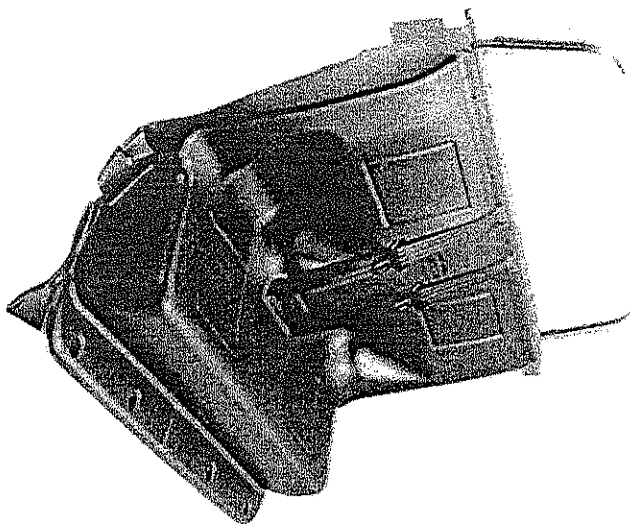
HAYVIS

#10XL Coated Poly Partition
PK1130ITU20TM

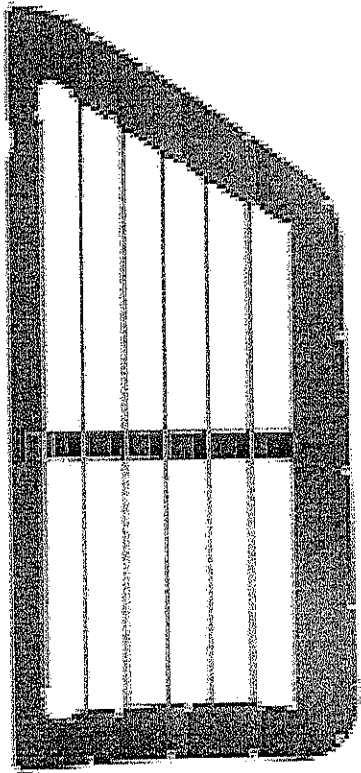
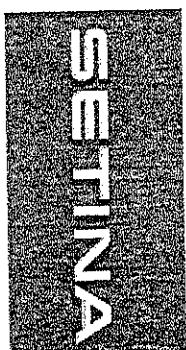
SETINA



Full Transport Replacement Seat
QK0566ITU20



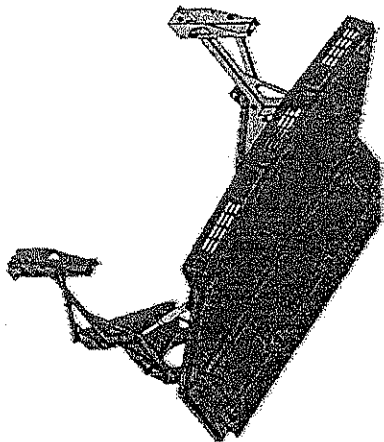
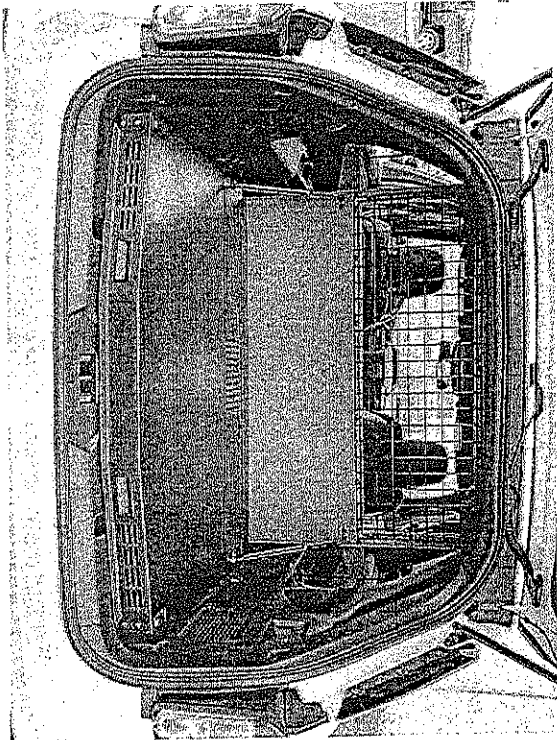
SETTINA

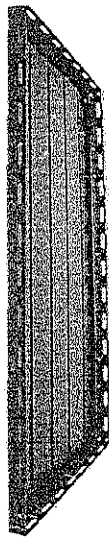


Window Barrier Steel Horizontal
WK0514ITU20H

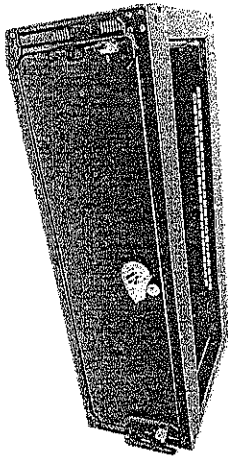
**C-TTP-INUT-1201 Ford Interceptor Utility Premium Raised
Fold-Up Cargo Plate With 200 Lbs Lift Struts**

HA/VS



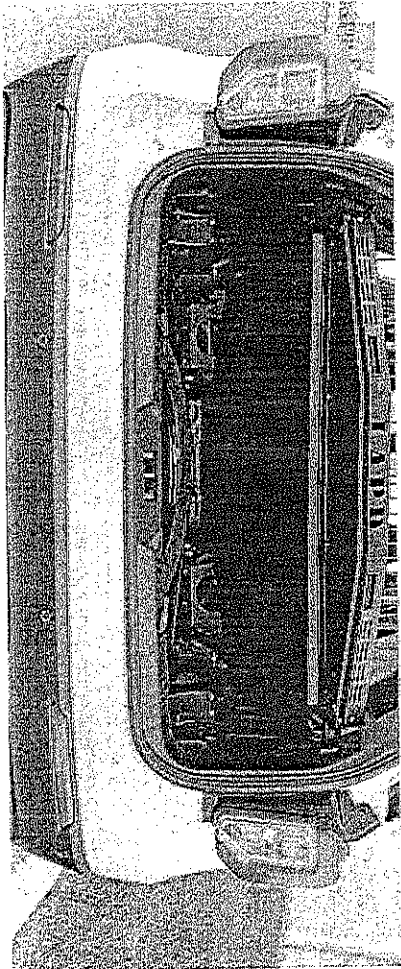


Open Storage Drawer Topper
SBX-3003

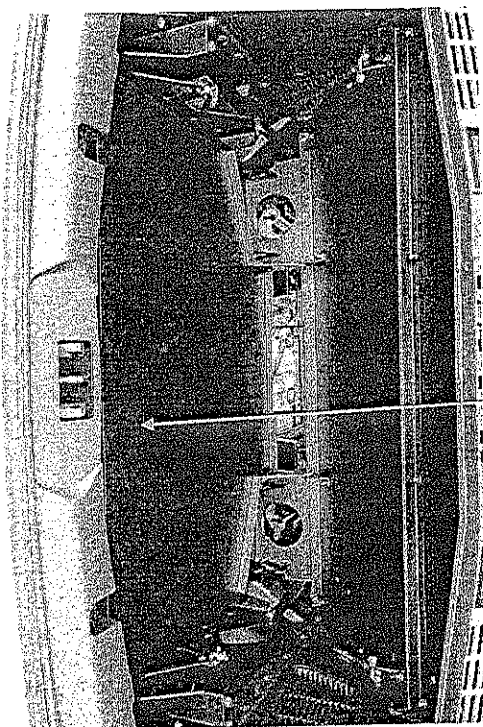


Large Modular Storage Drawer with Push-Button Combination
Lock
9.5"H drawer, 12"H overall
SBX-1008

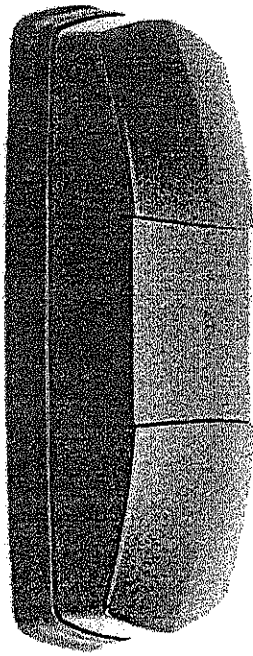
C-TTP-INUT-4 Ford Interceptor Utility Premium
Fold-Up Equipment Tray



Electronics installed here



HAYVIS



RBDMG44WW4SSRRB
5:1 ANTENNA

MAX

Customer supplied, laptop,
Stalker radar, AXON in car
video, and antenna.



COMMERCIAL
& FLEET

DATE

Friday, February 10, 2023

QUOTE

BILL TO: DECATUR

ADDRESS PAYMENT TO:

Sutton Ford, Inc.
21315 Central Avenue
Matteson, IL 60443

SHIP TO: DECATUR

E-mail
Phone
Contact

BHALL@SUTTONFORD.COM
708-720-8035
BRITTANY HALL

INVOICE #
TERMS
ORDERING FIN
USER FIN

YEAR	MAKE	MODEL DISCRIPTION		COLOR	STOCK NO.	
2023	FORD	F150 POLICE RESPONDER		BLACK	K06222-K06223	
VIN NUMBER		TBD				
CONTRACT LINE	DESCRIPTION			MSRP	DISCOUNT	TOTAL
51	FORD F150 POLICE RESPONDER WITH FACTORY OPTIONS			N/A	N/A	\$ 47,450.00
54	MARKED POLICE VEHICLE PACKAGE			N/A	N/A	\$ 3,865.00
63	COMPUTER OR TABLET STAND			N/A	N/A	\$ 966.00
68	PUSH BUMPER WITH LIGHTS			N/A	N/A	\$ 1,335.00
76	SIREN/SPEAKERS			\$ 1,991.00	10%	\$ 1,791.90
77	EQUIPMENT MOUNTING CONSOLE			N/A	N/A	\$ 737.00
77 OPT	ARMREST, CUP HOLDER, USB PORTS, PRINTER, MICS (x2)			\$ 867.00	10%	\$ 780.30
85	EMERGENCY LIGHTING SYSTEMS			\$ 1,736.00	10%	\$ 1,562.40
94	RADIO ANTENNA CABLE			N/A	N/A	\$ 195.00
	License and Title			N/A	N/A	\$ 163.00
203	DELIVERY			N/A	N/A	\$ 285.00
				TOTAL	\$	59,130.60
				QUANTITY		2
				TOTAL	\$	118,261.20

QUOTE

TOTAL ALL 6
\$355,444.20
(4) INT (2) F150

\$59,130.60 x 2 = 118,261.20

Prepared for: CHRIS BERGSCHNEIDER

CITY OF DECATUR

Prepared by: BRITTANY HALL

02/04/2023

Sutton Ford Inc. | 21315 Central Avenue Matteson Illinois | 604432893

2023 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 330

**As Configured Vehicle**

Code	Description
Base Vehicle	
W1P	Base Vehicle Price (W1P)
Packages	
150A	Equipment Group 150A Base <i>Includes:</i> - Engine: 3.5L V6 EcoBoost 120-MPH top speed. - Transmission: Electronic 10-Speed Automatic <i>Includes selectable drive modes: normal/tow-haul/snow-wet/EcoSelect/sport and SelectShift automatic with progressive range select.</i> - Electronic Locking w/3.31 Axle Ratio - GVWR: 7,050 lbs Payload Package - Tires: LT265/70R18 BSW A/T - Wheels: 18" 6-Spoke Silver Aluminum - Cloth 40/Blank/40 Front-Seats <i>Includes reduced bolsters, 8-way power driver/manual passenger, center-section deleted. (Restraint control module cover provided) and vinyl rear bench.</i> - Radio: AM/FM Stereo w/6 Speakers - SYNC 4 <i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App Catalog, 911 assist, Apple CarPlay and Android Auto compatibility, digital owners manual and wireless software updates capability.</i>
Powertrain	
998	Engine: 3.5L V6 EcoBoost 120-MPH top speed.
44G	Transmission: Electronic 10-Speed Automatic <i>Includes selectable drive modes: normal/tow-haul/snow-wet/EcoSelect/sport and SelectShift automatic with progressive range select.</i>
XL3	Electronic Locking w/3.31 Axle Ratio
STDGV	GVWR: 7,050 lbs Payload Package
Wheels & Tires	
STDTR	Tires: LT265/70R18 BSW A/T
64H	Wheels: 18" 6-Spoke Silver Aluminum
Seats & Seat Trim	
P	Cloth 40/Blank/40 Front-Seats

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

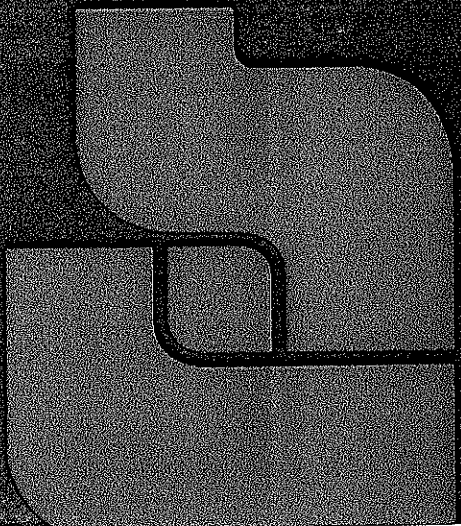


2023 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 330

As Configured Vehicle (cont'd)

Code	Description
	<i>Includes reduced bolsters, 8-way power driver/manual passenger, center-section deleted. (Restraint control module cover provided) and vinyl rear bench.</i>
Other Options	
145WB	145" Wheelbase
PAINT	Monotone Paint Application
STDRD	Radio: AM/FM Stereo w/6 Speakers <i>Includes:</i> <i>- SYNC 4</i> <i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App Catalog, 911 assist, Apple CarPlay and Android Auto compatibility, digital owners manual and wireless software updates capability.</i>
41A	Badge Delete <i>Removes rear police responder badge.</i>
18B	Black Platform Running Boards
91B	Blind Spot Monitoring System w/Cross Traffic Alert <i>BLIS.</i>
153	Front License Plate Bracket <i>Standard in states where required by law, optional to all others.</i>
54R	Power Glass Heated Sideview Mirrors <i>Includes manual folding, turn signal and black skull caps.</i>
59S	High-Intensity LED Security Approach Lamps <i>Includes LED sideview mirror lights. NOTE: LED sideview mirror lights are not directional police spot lamps.</i>
47P	Police Engine Idle Feature <i>This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle. Allows the key to be removed from ignition while vehicle remains idling.</i>
924	Rear Window Fixed Privacy Glass w/Defroster
76X	Sideview Mirrors Heated Glass Removal
96L	Rear Wheel Arch Liner
62B	Keyed Alike - 1284x <i>Note: These are inner-milled keys, unique to F-150 Police Responder and not compatible with Police Interceptor Utility.</i>
96W	Tough Bed Spray-In Bedliner Ford accessory.



2023 Ford F150



VAL51J-P1H

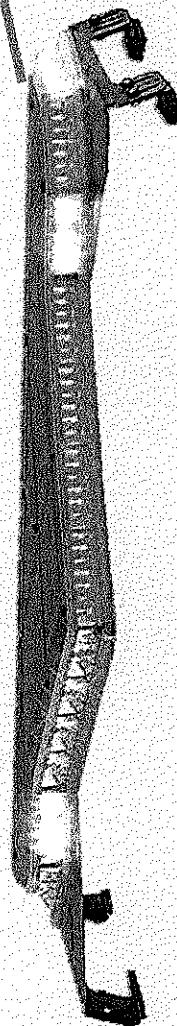
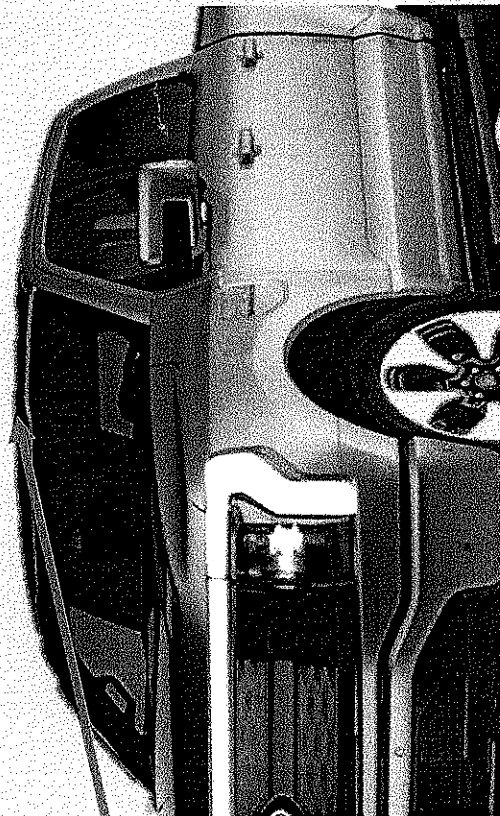
HKB-FRD15-44-HP

Flash red/blue

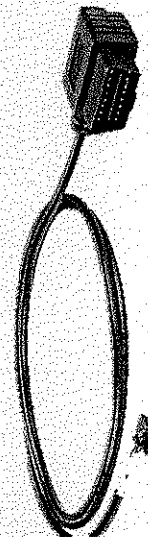
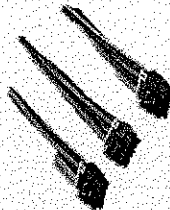
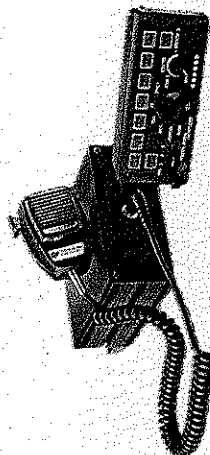
Full flood white front

White takedown

Flash patterns and lighting features determined by departments



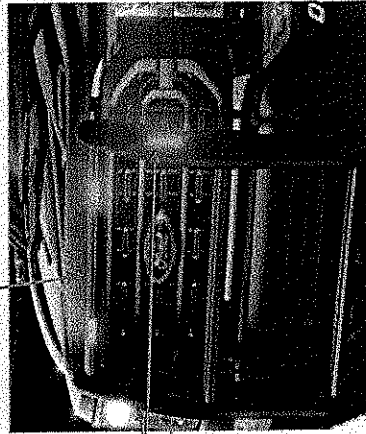
**PF200R
Pathfinder With OBD-CABLE25-3
EXPMOD24 AND EXPMOD-2**



PBX-TC2L-4 Top Channel
Install 2 MPS62U- RW Driver Side
Install 2 MPS62U-BW Passenger Side

PBX06 Push Bumper

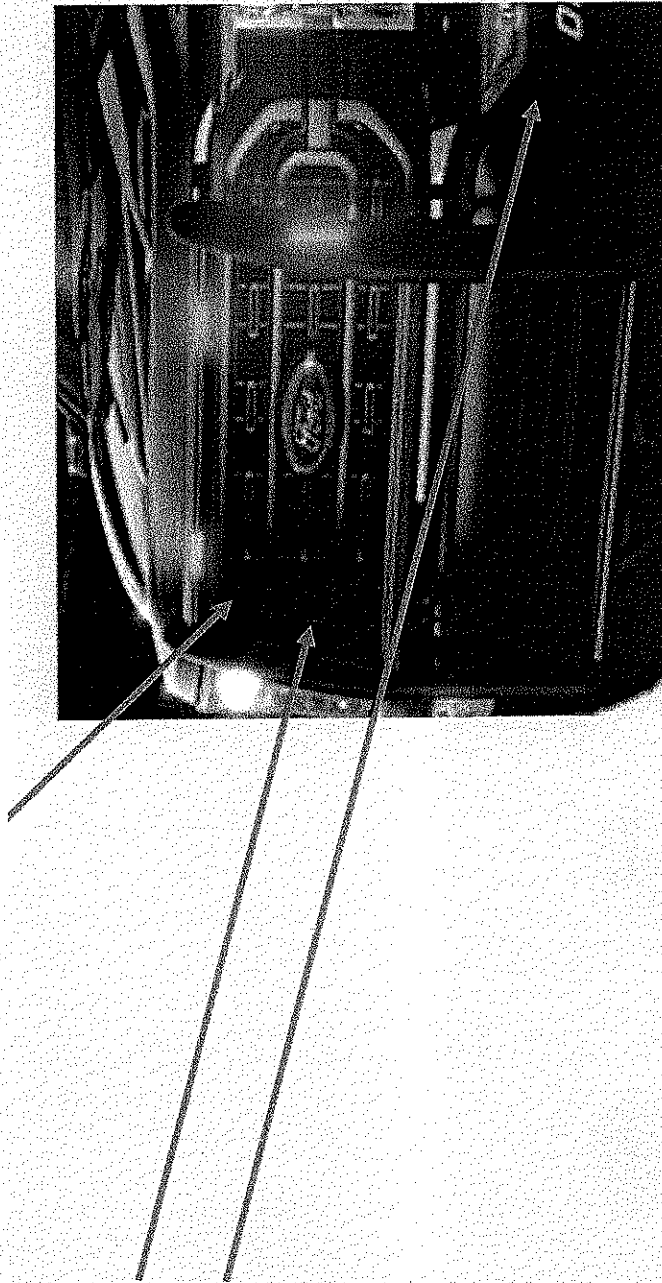
Install MPS62U- RW Driver Side
Install MPS62U-BW Passenger Side



ES100C Speaker X2
ESB2-FRD2ND



RBKIT1
RB-FRD15

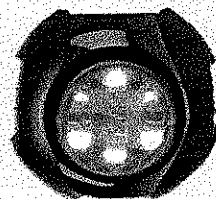
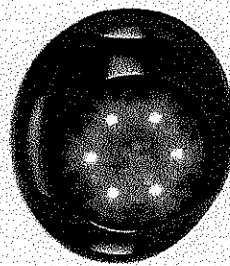


416900-VHB 3M TAPE

416900XZ-BW



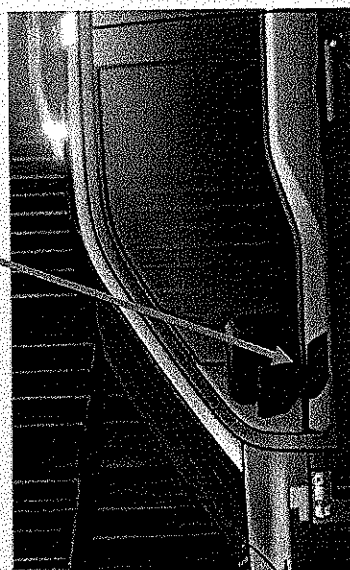
416900XZ-RW



MPSMW9-FRD21MIR
MPSMW9-SHD



MPSW9X-RW



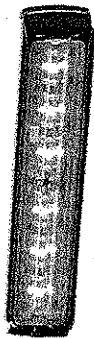
MPSW9X-BW



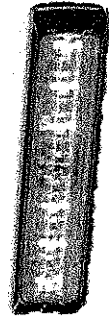
FHL-TAIL

Taillight flasher

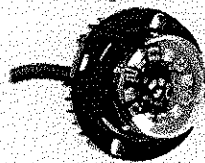




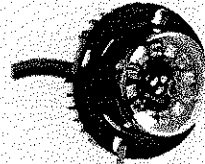
MP62UX-RW
Driver



MP62UX-BW
Passenger



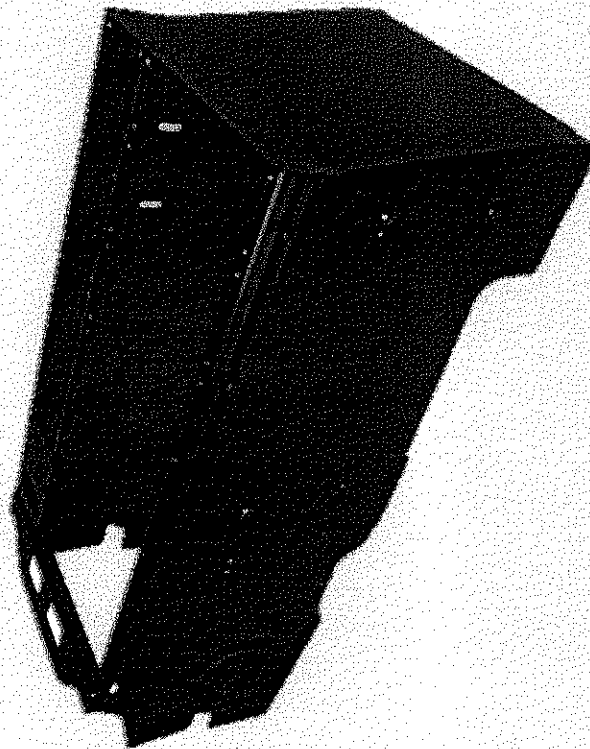
416900XZ-RW



416900XZ-BW
416900-VHB(2)

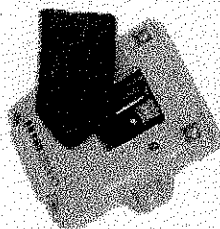
C-VSW-2400-F150
12.5" Wide Flat 24" Vehicle-Specific Console for 2021-
2022 Ford F-150 Police Responder

HAVIS

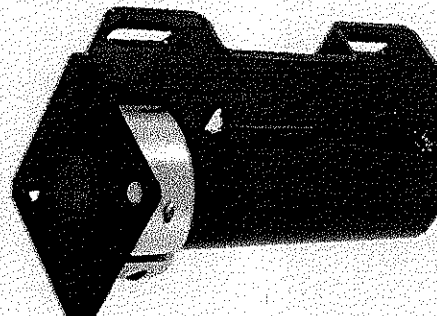


HA/MIS

**C-MD-119 11" Slide Out
Locking Swing Arm With
Low Profile Motion
Device Adapter**



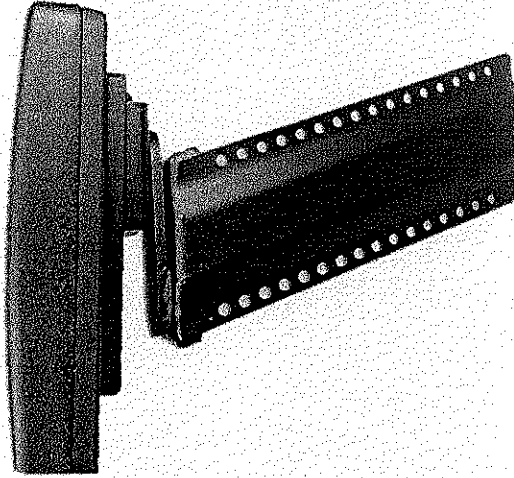
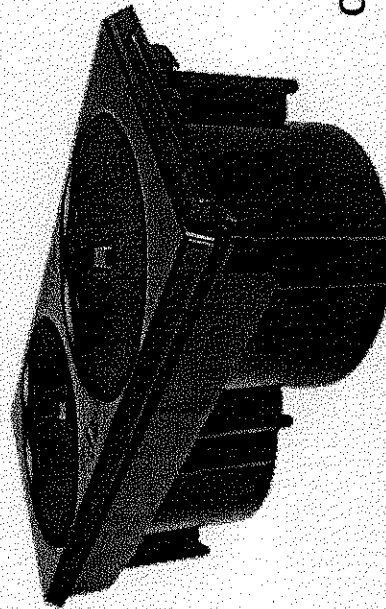
**DOCK TO BE WIRED TO CHARGE GUARD
CG-X**
Shut off timing determined by PD
Typical time is 1HRS.



**C-HDM-214
8.5" Heavy-Duty Telescoping Pole, Side Mount**

HAVIS

**C-ARM-108 Side Mounted Swing-Away Flip-Up
Armrest**

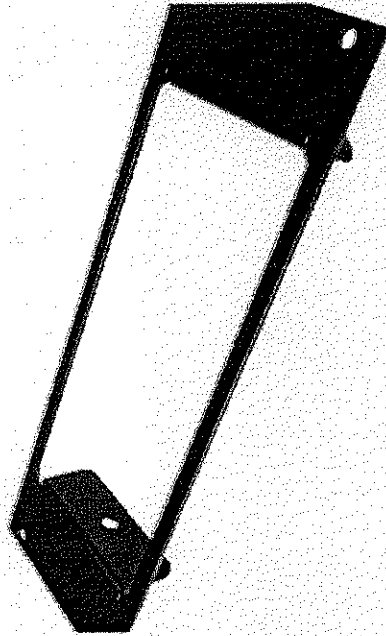


CUP2-1001 Self-Adjusting Double Cup Holder

HA/MS

C-EB30-FSR-1P

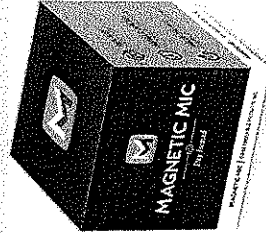
Filler plate for Pathfinder

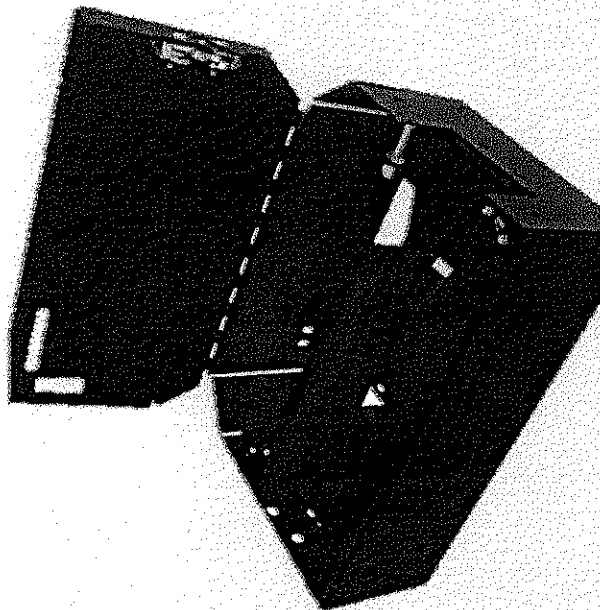


C-LP2-USB-BL2 2 Lighter Plug Outlet W/ 1 USB Cut Outs



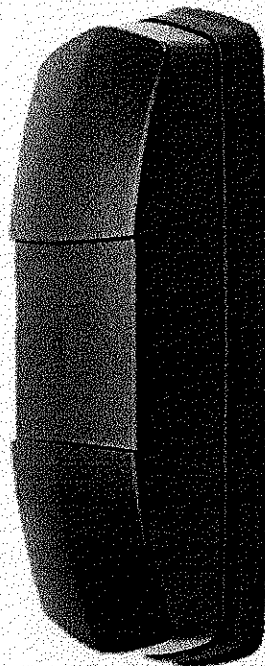
MMSU-1 Magnetic Mic (2)





C-PM-122 Brother PocketJet
C-FP-4 Printer Mount

MAX



RBDMG44WW4SSRRB
5: 1 ANTENNA

Customer supplied radios and laptop.

Public Works

DATE: 3/6/2023

MEMO: 2023-22

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 2375 Mesa Drive

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory at 2375 Mesa Drive be approved.

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

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2375 Mesa Drive	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2375 MESA DRIVE**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Lori A. Keller requesting that there be annexed to the City territory described as:

LOT 20 OF LAKEWOOD HEIGHTS, AS PER PLAT RECORDED IN BOOK 300 PAGE 318 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN #_17-12-36-203-013_

WHEREAS, it appears said petition is signed by the owners of record of all land within such territory and by at least 51% of the electors residing therein, and that said territory is contiguous to the City and not within the corporate limits of any city, village or incorporated town or other municipality, and,

WHEREAS, notice of intention to take action for annexation has been given as required.

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

Section 1. That said petition and the request thereof be, and the same are hereby, approved.

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the

same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

Section 3. That a plat of said annexed premises is attached hereto as Exhibit B and hereby made a part hereof.

Section 4. That the City Clerk shall cause certified copies of this ordinance to be filed with the County Clerk and recorded by the Recorder of Deeds of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 20th day of March 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

Lori A Keller

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2375 Mesa Drive, and legally described as follows:

LOT 20 OF LAKEWOOD HEIGHTS, AS PER PLAT RECORDED IN BOOK 300 PAGE 318 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN # 17-12-36-203-013

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

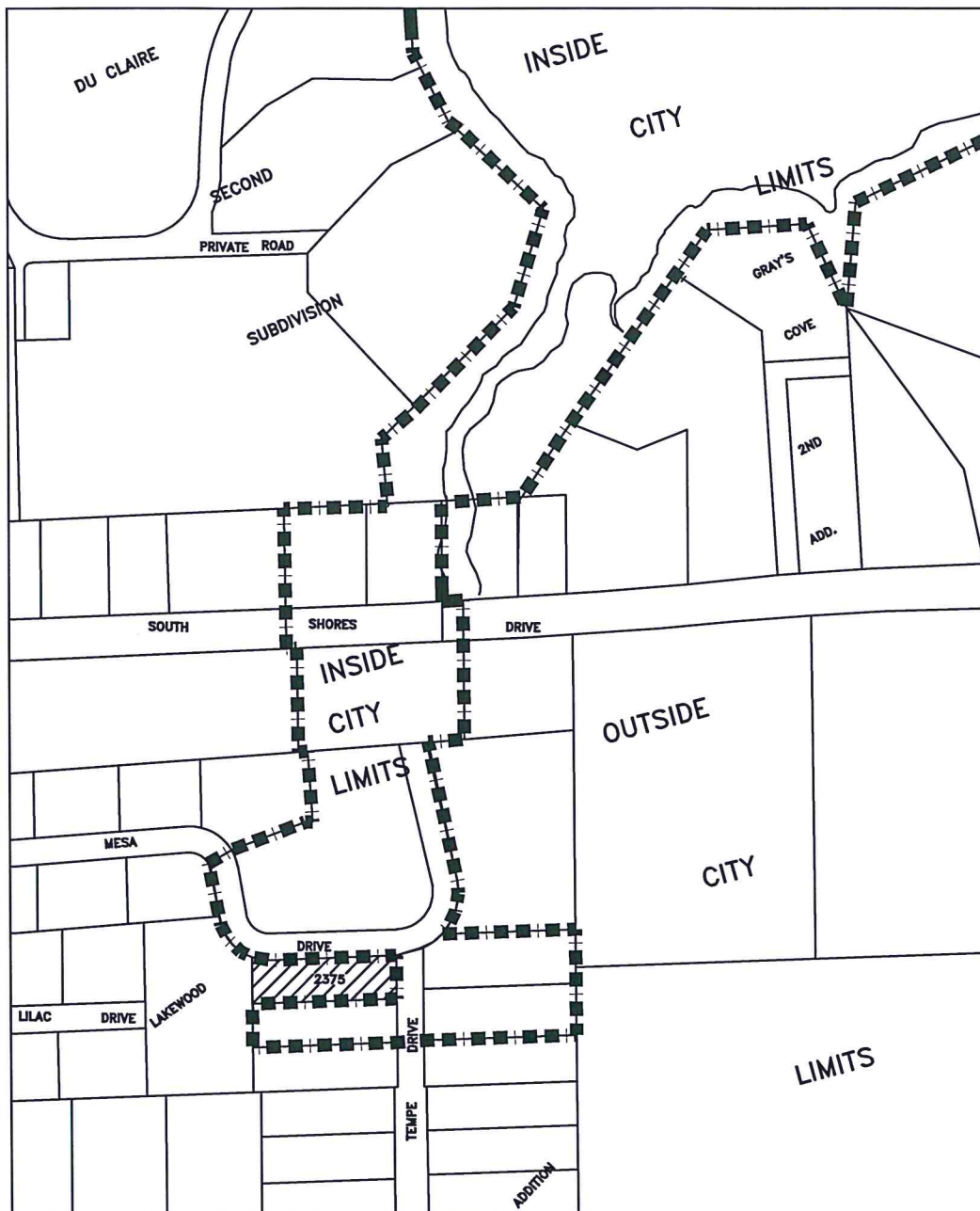
<u>SIGNATURE</u>	<u>PRINTED NAME</u>	<u>STREET ADDRESS, CITY, STATE</u>
<u>Lori A Keller</u>	<u>Lori A Keller</u>	<u>2375 Mesa Drive</u>
		<u>Decatur, IL 62521</u>

Signed and sworn to before me this 23rd day of February, 2023



Naomi R. Burcham
Notary Public

(Rev. 12/2014)



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2375 MESA DRIVE



indicates territory annexed



indicates existing corporate limits

0.48± acres

AREA 0.00075± sq. miles

0 lin. ft. of public road

SOUTH WHEATLAND township



N.T.S.



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

All dimensions shown hereon are dimensions of record.
The annexation plat has been prepared from data in
public records and legal descriptions provided by the
petitioner. It is not the result of a survey performed on
the ground.

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

DATE: _____

Neighborhood Services

DATE: 3/14/2023

MEMO:

TO: Julie Moore Wolfe, Mayor
City Council Members

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

SUBJECT: Resolution Authorizing Action Regarding Unsafe Structures

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Property to be Demolished	Exhibit

ECONOMIC COMMUNITY DEVELOPMENT DEPARTMENT

MEMO: No. 23-05

TO: Honorable Mayor Julie Moore Wolfe and City Council

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

DATE: March 20, 2023

SUBJECT: Resolution Authorizing Action Regarding Unsafe Structures

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

BACKGROUND: This is the beginning of the process seeking court-ordered demolition of eight (8) unsafe and abandoned structures throughout the community.

POTENTIAL OBJECTIONS: No known objections to this resolution.

INPUT FROM OTHER SOURCES: Legal Department staff.

BUDGET/TIME IMPLICATIONS: None

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

RESOLUTION NO. R _____

RESOLUTION AUTHORIZING ACTION REGARDING UNSAFE STRUCTURES

135 N. Calhoun

933 S. Illinois

831 N. Monroe

967 E. Prairie

665 W. Prairie

229 E. Stuart

1011 W. Tuttle

1961 N. Walnut Grove

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

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

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

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

PRESENTED and ADOPTED this 20th day of March, 2023.

Julie Moore Wolfe, Mayor

ATTEST: _____

Kim Althoff, City Clerk

Council Memo March 20, 2023

Resolution Authorizing Actions Regarding Unsafe Structures

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

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

Monroe, 831 N. This property was posted as Unfit for Human Habitation in January 2023. Property unfit for habitation: foundation is completely collapsed in at area on south side; foundation wall showing severe damage on north side; hole in roof in rear; damaged gutters; damaged wall area at rear and south side; all windows boarded.

Prairie, 967 E. This property was posted as Unfit for Human Habitation in September 2022. Upon inspection the following violations were noted: Unfit for human habitation as water has been off since August 2021, no power to the house, no active garbage service, soffit around roof is dilapidated, holes in siding, broken window, front door is hanging open and off hinges, cracks throughout foundation, back porch is in bad shape, among others.

Prairie, 665 W. This property was posted as Unfit for Human Habitation in April 2021. House has numerous interior and exterior violations that need to be fixed to meet minimum standards.

Stuart, 229 E. This property was posted as Unfit for Human Habitation in November 2022. House has numerous interior and exterior violations that need to be fixed to meet minimum standards.

Tuttle, 1011 W. This property was posted as Unfit for Human Habitation in May 2021. Property has had significant fire damage. Multiple windows are broken; door damaged; no active utilities; garage soffits/fascia damaged. Property does not meet minimum code.

Walnut Grove, 1961 N. This property was posted as Unfit for Human Habitation in December 2022. House unfit for human habitation. Has several violations that need to be brought to minimum code. Roof is in disrepair with a partial collapse on the south side. North side is visibly sagging. South wall is leaning due to roof collapse. Accessory structure has missing soffits and falling gutters. Interior damage throughout house with one room being too dangerous to go into.

Planning

DATE: 3/14/2023

MEMO: 23-01

TO: Julie Moore Wolfe, Mayor
City Council Members

FROM: Scot Wrighton, City Manager
Cordaryl "Pat" Patrick, Community Development Director
David Silver, Planning and Development Manager

SUBJECT: Reserving 2023 Volume Cap in Connection with Private Activity Bond

ATTACHMENTS:

Description	Type
Memo to Council	Executive Summary
Ordinance Reserving 2023 Volume Cap	Ordinance

ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT

DATE: March 13th, 2023

MEMO: 23-01

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl "Pat" Patrick, Community Development Director
David Silver, Planning and Development Manager

SUBJECT: Ordinance Reserving 2023 Volume Cap in Connection with Private Activity Bond

SUMMARY RECOMMENDATION: Staff recommends approval of the attached ordinance reserving the City's 2023 volume cap. The attached ordinance does not obligate the City to issue bonds, but provides the opportunity to do so in the future.

STAFF REFERENCE: Contact David Silver at 217-424-2786 or dsilver@decaturil.gov

BUDGET/TIME IMPLICATIONS: The City's volume cap allocation must be obligated by May 1, 2023 or it will automatically be returned to the State of Illinois for reallocation to other entities.

ORDINANCE NO. _____

**AN ORDINANCE RESERVING 2023 VOLUME CAP FOR PRIVATE ACTIVITY BOND
ISSUES, AND RELATED MATTERS**

WHEREAS, the City of Decatur, Macon County, Illinois (the “*Municipality*”), is a municipality and a home rule unit of government under Section 6 of Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, Section 146 of the Internal Revenue Code of 1986, as amended (the “*Code*”), provides that the City has volume cap equal to \$120.00 per resident of the City in each calendar year, which volume cap may be reserved and allocated to certain tax-exempt private activity bonds; and

WHEREAS, the Illinois Private Activity Bond Allocation Act, 30 *Illinois Compiled Statutes 2004*, 345/1 *et seq.*, (the “*Act*”), as supplemented and amended, and the Guidelines and Procedures, provides that a home rule unit of government may reserve its allocation of volume cap or may transfer its allocation of volume cap to any other home rule unit of government, the State of Illinois, or any agency thereof or any non-home rule unit of government; and

WHEREAS, it is now deemed necessary and desirable by the Municipality to reserve its entire volume cap allocation for calendar year 2023 to be applied toward the issuance of private activity bonds, or to transfer such volume cap allocation, as permitted by this Ordinance;

NOW, THEREFORE, Be It and It Is Hereby Ordained by the Mayor and City Council of the City of Decatur, Macon County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1. That, pursuant to the power and authority granted by and under Section 6 of Article VII of the 1970 Constitution of the State of Illinois, Section 146 of the Code, the Act and the Guidelines and Procedures, the Municipality hereby reserves volume cap in the principal amount of \$8,400,840, which is all of the volume cap of the Municipality for the year 2023. Such volume cap shall be applied toward the issuance of private activity bonds or shall be transferred as directed by the Mayor or any other proper officer or employee of the Municipality without any further action required on the part of the Municipality, and the adoption of this Ordinance shall be deemed to be an allocation of such volume cap to the issuance of such bonds; provided, that any transfer of volume cap shall be evidenced by a written instrument executed by the Mayor or any other proper officer or employee of the Municipality.

SECTION 2. That the Municipality and the Issuer shall maintain a written record of this Ordinance in their respective records during the term that the Bonds or any other such bonds to which such volume cap is allocated remain outstanding.

SECTION 3. That the Mayor, the City Clerk and all other proper officers, officials, agents, and employees of the Municipality are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents and certificates as may be necessary to further the purposes and intent of this Ordinance.

SECTION 4. That the provisions of this Ordinance are hereby declared to be separable, and if any section, phrase, or provision of this Ordinance shall for any reason be declared to be invalid, such declaration shall not affect the remainder of the sections, phrases, and provisions of this Ordinance.

SECTION 5. That all ordinances, resolutions or orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded; and that this Ordinance shall be in full force and effect upon its adoption and approval.

Adopted_____, 2023

Upon roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Approved _____, 2023.

Mayor, City of Decatur, Macon County,
Illinois

Recorded in the City Records on _____, 2023.

Published in pamphlet form by authority of the Council on _____, 2023.

Attest:

[SEAL]

City Clerk, City of Decatur Macon County, Illinois

Neighborhood Services

DATE: 3/14/2023

MEMO:

TO: Julie Moore Wolfe, Mayor
City Council Members

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

SUBJECT: Resolution Authorizing the Execution of an Agreement with Steve's Trucking for the Demolition of 1004 W. Wood

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Property to be Demolished	Exhibit

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

MEMO: No. 23-06

TO: Honorable Mayor Julie Moore Wolfe and City Council

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

DATE: March 20, 2023

SUBJECT: Resolution Authorizing the Execution of Agreements for Demolition of vacant buildings with Steve’s Trucking at 1004 W. Wood, and 445 W. King.

SUMMARY RECOMMENDATION: Staff recommends approval of the attached resolution authorizing execution of agreements for demolition of said dwellings.

BACKGROUND: The buildings at 1004 W. Wood and 445 W. King were put out to bid, along with nineteen (19) other properties. These properties crossed the threshold for council approval. The other nineteen (19) properties are: 410 E. Center, Hutchins Excavating, \$8,500.00; 1439 N. Church, Hutchins Excavating, \$16,500.00; 503 Gault, Steve’s Trucking, \$6,000.00; 1636 E. Grand, Steve’s Trucking, \$9,264.00; 976 W. Grand, S. Shafer Excavating, \$15,900.00; 1177 W. Green, Steve’s Trucking, \$8,772.00; 1248 W. Green, Hutchins Excavating, \$8,750.00; 1629 N. Gulick, Hutchins Excavating, \$9,500.00; 1512 N. James, Steve’s Trucking, \$6,975.00; 1710 E. Johns, Steve’s Trucking, \$9,115.00; 1041 W. King, Steve’s Trucking, \$10,319.00; 637 W. Marietta, Steve’s Trucking, \$7,850.00; 1037 W. Leafland, Hutchins Excavating, \$8,000.00; 250 N. Monroe, Steve’s Trucking, \$18,900.00; 1132 E. North, Steve’s Trucking, \$10,345.00; 426 W. Olive, Steve’s Trucking, \$8,700.00; 868 W. Packard, Steve’s Trucking, \$12,305.00; 875 W. Packard, Steve’s Trucking, \$10,475.00; 555 W. William, Steve’s Trucking, \$17,916.00.

POTENTIAL OBJECTIONS: No known objections to this resolution.

INPUT FROM OTHER SOURCES: Jessica Coleman, Purchasing Supervisor; Michael Snearly, Neighborhood Inspections Manager.

BUDGET/TIME IMPLICATIONS: None

STAFF REFERENCE: Any additional questions may be forwarded to Cordaryl “Pat” Patrick or Michael Snearly at 217-450-2347 or msnearly@decaturil.gov .

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
STEVE’S TRUCKING FOR THE DEMOLITION OF 1004 W. WOOD**

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

Section 1. That the tabulation of bids received for the demolition of the vacant building at 1004 W. Wood, Decatur, Illinois and presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the bid of Steve’s Trucking in the amount of \$26,670.00 for 1004 W. Wood be hereby accepted, and a purchase order awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Steve’s Trucking for their total bid price of \$26,670.00.

PRESENTED and ADOPTED this 20th day of March 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

EXHIBIT A

Project Name: Demolition of Properties- 1004 W. Wood		Steve's Trucking Decatur, IL		S. Shafer Excavating Pontoon Beach, IL		JRH Services Decatur, IL		Hutchins Excavating Decatur, IL	
Bid Date: 03/7/2023									
Time: 9:00 a.m.									
	Description	Unit Price		Unit Price		Unit Price		Unit Price	
	Demolition	\$26,670.00		\$30,700.00		\$58,306.00		\$79,500.00	
	Plumbing	\$0.00		\$1,700.00		\$500.00		\$0.00	

TOTAL \$26,670.00 \$32,400.00 \$58,806.00 \$79,500.00

No bid:

Neighborhood Services

DATE: 3/14/2023

MEMO:

TO: Julie Moore Wolfe, Mayor
City Council Members

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

SUBJECT: Resolution Authorizing the Execution of an Agreement with Steve's Trucking for the Demolition of 445 W. King

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Property to be Demolished	Exhibit

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

MEMO: No. 23-06

TO: Honorable Mayor Julie Moore Wolfe and City Council

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

DATE: March 20, 2023

SUBJECT: Resolution Authorizing the Execution of Agreements for Demolition of vacant buildings with Steve’s Trucking at 1004 W. Wood, and 445 W. King.

SUMMARY RECOMMENDATION: Staff recommends approval of the attached resolution authorizing execution of agreements for demolition of said dwellings.

BACKGROUND: The buildings at 1004 W. Wood and 445 W. King were put out to bid, along with nineteen (19) other properties. These properties crossed the threshold for council approval. The other nineteen (19) properties are: 410 E. Center, Hutchins Excavating, \$8,500.00; 1439 N. Church, Hutchins Excavating, \$16,500.00; 503 Gault, Steve’s Trucking, \$6,000.00; 1636 E. Grand, Steve’s Trucking, \$9,264.00; 976 W. Grand, S. Shafer Excavating, \$15,900.00; 1177 W. Green, Steve’s Trucking, \$8,772.00; 1248 W. Green, Hutchins Excavating, \$8,750.00; 1629 N. Gulick, Hutchins Excavating, \$9,500.00; 1512 N. James, Steve’s Trucking, \$6,975.00; 1710 E. Johns, Steve’s Trucking, \$9,115.00; 1041 W. King, Steve’s Trucking, \$10,319.00; 637 W. Marietta, Steve’s Trucking, \$7,850.00; 1037 W. Leafland, Hutchins Excavating, \$8,000.00; 250 N. Monroe, Steve’s Trucking, \$18,900.00; 1132 E. North, Steve’s Trucking, \$10,345.00; 426 W. Olive, Steve’s Trucking, \$8,700.00; 868 W. Packard, Steve’s Trucking, \$12,305.00; 875 W. Packard, Steve’s Trucking, \$10,475.00; 555 W. William, Steve’s Trucking, \$17,916.00.

POTENTIAL OBJECTIONS: No known objections to this resolution.

INPUT FROM OTHER SOURCES: Jessica Coleman, Purchasing Supervisor; Michael Snearly, Neighborhood Inspections Manager.

BUDGET/TIME IMPLICATIONS: None

STAFF REFERENCE: Any additional questions may be forwarded to Cordaryl “Pat” Patrick or Michael Snearly at 217-450-2347 or msnearly@decaturil.gov .

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
STEVE’S TRUCKING FOR THE DEMOLITION OF 445 W. KING**

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

Section 1. That the tabulation of bids received for the demolition of the vacant building at 445 W. King, Decatur, Illinois and presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the bid of Steve’s Trucking in the amount of \$20,790.00 for 445 W. King be hereby accepted, and a purchase order awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Steve’s Trucking for their total bid price of \$20,790.00.

PRESENTED and ADOPTED this 20th day of March 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

EXHIBIT A

Project Name: Demolition of Properties- 445 W. King		Steve's Trucking Decatur, IL		S. Shafer Excavating Pontoon Beach, IL		JRH Services Decatur, IL		Hutchins Excavating Decatur, IL	
Bid Date: 03/7/2023									
Time: 9:00 a.m.									
	Description	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
	Demolition	\$20,790.00	\$19,700.00	\$28,438.00	\$32,500.00				
	Plumbing	\$0.00	\$1,700.00	\$500.00	\$0.00				

TOTAL \$20,790.00 \$21,400.00 \$28,938.00 \$32,500.00

No bid:

Public Works

DATE: 3/10/2023

MEMO: 2023-21

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, Public Works Director
Keith Alexander, Water Production Manager
Jennifer Gunter, Watershed and Lake Manager
Jessica Coleman, Chief Procurement Officer

SUBJECT:
Resolution Accepting the State of Illinois Joint Purchasing Contract Holder Bid Price of Morrow Brothers Ford Inc. for the Purchase of One (1) 2023 Ford F-150 Crew Cab Pick-up Truck.

SUMMARY RECOMMENDATION:

It is proposed that the City Council approve the resolution awarding a contract in the State of Illinois joint Purchasing Agreement amount of \$39,915.00 to Morrow Brothers Ford Inc. for the purchase of one (1) 2023 Ford F-150 Crew Cab Pick-up Truck.

BACKGROUND:

This vehicle is for the newly created Watershed Specialist position. The vehicle will be used to visit potential erosion control sites, meet with farmers, and survey watershed projects within the Lake Decatur Watershed. Acquisition of this vehicle was anticipated by staff as they were preparing the 2023 budget, but was inadvertently left out of the final approved version. However, due to anticipated delays in some water capital expenses, there are sufficient funds available in the budget to make this purchase.

DISPOSAL OF REPLACED UNITS: This vehicle is not replacing an existing one.

OTHER BIDDERS: State of Illinois joint Purchasing Agreement.

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

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES:

Fleet Maintenance

STAFF REFERENCE: Matt Newell, Public Works Director, 424-2747. Keith Alexander, Water Production Manager, 424-2863. Jennifer Gunter, Watershed and Lake Manager, 424-2834. Matt will be present at the Council meeting.

BUDGET/TIME IMPLICATIONS: Funding for this, and other lake vehicles, was inadvertently left out of the published FY23 budget. Due to delayed capital projects that will not be started this year, funding for this expenditure is available in the FY 2023 Budget.

ATTACHMENTS:

Description

Type

Resolution Accepting the State of Illinois
Joint Purchasing Holder Bid Price of
Morrow Brothers Ford Inc. for the Purchase Resolution Letter
of One (1) 2023 Ford F-150 Crew Cab
Pick-up Truck

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE STATE OF ILLINOIS JOINT PURCHASING
HOLDER BID PRICE OF MORROW BROTHERS FORD INC. FOR THE PURCHASE
OF ONE (1) 2023 FORD F-150 CREW CAB PICK UP TRUCK**

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

Section 1. That the State of Illinois Joint Purchasing bid received for one (1) 2023 Ford F-150 Crew Cab 4x4 Pick-up Truck, presented herewith as Exhibit A be, and it is hereby, received, and placed on file.

Section 2. That the cost of Morrow Brothers Ford Inc., in the amount of \$39,915.00, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Morrow Brothers Ford Inc., for their State of Illinois Joint Purchasing bid price of \$39,915.00.

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

PRESENTED and ADOPTED this 20th day of March 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk



March 3, 2023

City of Decatur Illinois

Watershed

Chris Bergschneider

P: 217-875-5718

rbergschneider@decaturil.gov

We have figured the following for your consideration.

1-NEW 2023 FORD F150 Crew Cab 4x4 5' 6" Bed

To include the following optional equipment:

YZ White Exterior, AS Vinyl 40/20/40 Seating

290 HP V6 Engine, 10-Speed Automatic

58C WeatherTech Floor Liners, 53A Tow Pkg.

18B Running Boards, 413 Skid Plates

96W Spray in Bed Liner, 1 Extra Key NR

New M License/Title, Delivery

All other standard equipment

Illinois Government Price \$39,915.00

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

Thank you,

Richie Morrow Wellenkamp

Government Sales Manager

Morrow Brothers Ford, Inc.

Customer Acceptance: _____ Date: _____

Please submit this signed quote with your purchase order and a copy of your Illinois Tax Exempt Letter.

City Clerk

DATE: 3/10/2023

MEMO: 2023-03

TO: Julie Moore Wolfe, Mayor
City Council Members

FROM: Scot Wrighton
City Manager

SUBJECT: Monthly Reports, February, 2023

ATTACHMENTS:

Description	Type
Economic & Community Development, February, 2023	Backup Material
Fire, February, 2023	Backup Material
Police, February, 2023	Backup Material
Public Works, February, 2023	Backup Material
IT, February, 2023	Backup Material
Transit, February, 2023	Backup Material

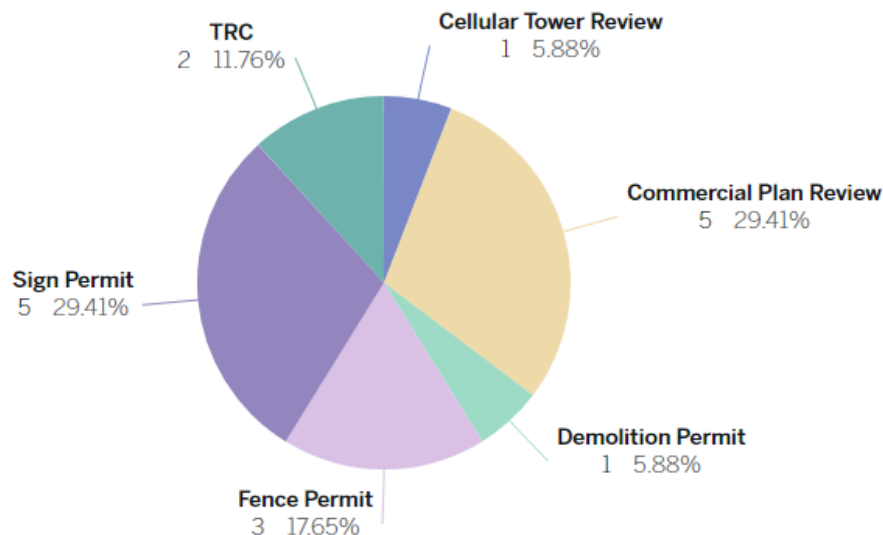
ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT MONTHLY REPORT

FEBRUARY 2023

PLANNING AND DEVELOPMENT DIVISION

For the month of February, the Planning and Development staff processed and reviewed commercial site plans and preliminary major subdivision development submittals. One of the two petitions was advanced to the Planning Commission and was recommended to council for approval with conditions. Several text amendments will be presented to the Plan Commission in April.

We have ongoing Economic Development projects both in the planning stage and under way. Some are very large projects that will have significant positive impact if approved.. Staff along with other departments held TRC meetings, Zoom meetings or conference calls for pending and ongoing developments, and have reviewed seventeen (17) submittals, broken down by review type blow:



We continue to review and progress with selling City owned property in furtherance of Community Revitalization. Lots near Jasper and Mariette previously labeled as critical mass were redesignated for side lot sales. A request for two lots is pending.

Vacant Lot Sales

PAST MONTH	TOTAL	TOTAL REVENUE
NO NEW DATA	NO NEW DATA	NO NEW DATA

Property Acquisitions

PAST MONTH	TOTAL SINCE 09/01/2021
NO DATA	NO DATA

BUILDING INSPECTIONS DIVISION

For February, we issued 115 permits broken down by permit type below. Of those, we had two (2) permits with a value of over \$250,000. The Division performed 273 inspections and 18 consultations.

PERMIT TYPE	# ISSUED	WORK VALUE
Commercial Building	7	\$1,187,980
Residential Building	16	451,341
Demolition	10	133,492
Electrical	27	228,546
Mechanical	9	64,000
Plumbing	28	134,548
Roof	12	209,557
Pool	0	0
Fence	3	12,500
Sign	2	18,000
Temporary Structure	0	0
Wheelchair Ramp	1	250
TOTAL	115	\$2,440,214

NEIGHBORHOOD REVITALIZATION DIVISION

- Staff continued to prepare special reports for loans. Collections and delinquency reports continue various loan accounts.
- Staff continues to qualify homeowners for the Residential Rehabilitation, Owner-occupied rehab, and Emergency programs for both CDBG, HOME and ARPA programs.
- Staff is working with CILBA (Central Illinois Land Bank Assoc.) to rehab and/or acquire various properties.
- Staff is working with Rise, Inc., a consultant to assist with strategic use of the HOME and CDBG funds and amendments for CDBG-CV.
- Staff continues to meet with various nonprofits to discuss revitalization opportunities.
- Staff continues working on the Neighborhood Revitalization strategy, which includes rehabilitation, acquisition and demolition to various areas of the city.
- City of Decatur received \$400,000 grant from IHDA to assist with Home Repair and Accessibility (HRAP). We will implement this grant in partnership with Central Illinois Land Bank (CILBA).
- Staff is working with a consultant to acquire Low Income Tax Credits (LITC) for an affordable housing project located within the targeted area of Decatur. The application is due in February.
- Staff met with the Coalition of Neighborhood Organizations (CONO) executive committee to discuss capacity, strategic planning and activities the non-profit could assist with as a partner of the City. They agreed to accept technical assistance in this area.
- All staff participated in Active Shooter Training
- Staff continues to be active in the Continuum of Care process as well as homeless prevention related meetings, and events as required by HUD.
- Staff continues working with the consultant, (TESKA) and residents on the Great Streets, Great Neighborhoods project.

- Staff will participate in Lead Training during the last week of February. Most Neighborhood Revitalization staff will become certified as a lead worker or supervisor.
- The work continues with Woodford Homes (Carrie Lane) by providing HOME financial assistance for a group home project. The overall project cost is about 4 million.
- Staff continues working the Clean Up Green Up program. Residents within the targeted area will receive a one-time cleanup of their yard, along with tree removal. Partners include Block by Block, Shemilah Outreach Center, and Southside Improvement Association (SIA).
- Technical assistance is being provided to Northeast Community Fund to operate the Small Housing Improvement Program (SHIP). Residents can receive assistance for small rehabilitation to their home i.e., roof, porch repair and other eligible items.
- Staff continues meeting with GM Square as part of community outreach for the Rt.51 project which will begin soon.
- Staff is working to increase the number of contractors who can participate in our rehabilitation programs through social media, radio, television and other media outlets.
- Staff is working with Land of Lincoln Credit Union on pilot programs as part of our ARPA owner occupied and rental rehab programs.
- Staff met with outside agencies, i.e., Dove, CoC, Homeless Advisory Council, Shemilah Outreach, Salvation Army, Northeast Community Fund, Empowerment Opportunities Center, SIA, CONO, and various committees.

NEIGHBORHOOD INSPECTIONS DIVISION

Staff continued to enforce the International Property Maintenance Code and local City Ordinances (Chapters 48, 49, 56 and 70). The Division is committed to working with the citizens of Decatur to maintain a healthy and safe environment for those living here.

See attached for a summary of the work involved during the month of August 2022.

ATTACHMENT

**NEIGHBORHOOD INSPECTIONS DIVISION
MONTHLY REPORT
JANUARY 2023**

NEW CASES	
Health & Safety (72 Hour)	156
Direct to Legal (Repeat Offenders)	0
Housing and Unfit	59
No Garbage Service	10
Nuisance	176
Secure of Abandoned Buildings	41
Weeds	0
TOTAL	442

DEMOLITIONS	
Year-to-Date	
Demolished	2
New Cases	9
Sent to Legal	12
Sent to Council	12
Out to Bid	26
Contracts Granted	0
Contract Amount	0
Permits Issued	0
Permits Finaled	5
Active Demolitions	187

RE-INSPECTION VISITS	
Code Enforcement	1003
Weeds	0

GARBAGE SERVICE COMPLAINTS	
Received	0

INVOICES*	
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TOTAL	1003
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CASES SENT TO LEGAL FOR COURT

Code Enforcement	71
Weeds	0

WEED ABATEMENT

Contractor Mowed	0
Owner Mowed	0

TOTAL	0
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New Invoices	105
Dollar Amount	\$48,361.71

PAYMENTS RECEIVED**

Weeds	0
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* includes costs incurred by the City of Decatur - Health and Safety (72 hour), Securing of Abandoned Buildings and Weed Abatement

** reimbursement for costs incurred by the City of Decatur for weed abatement.



DECATUR FIRE DEPARTMENT

MEMORANDUM

2023-03

March 9, 2023

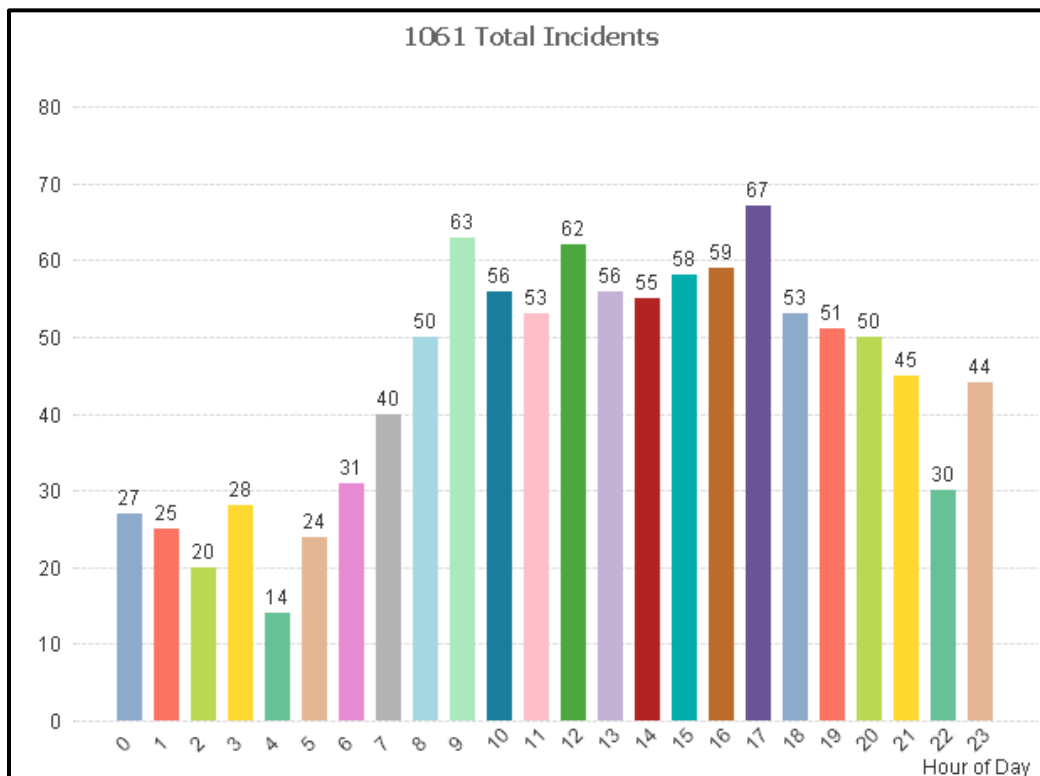
TO: Scot Wrighton, City Manager

FROM: Jeff Abbott, Fire Chief

RE: Monthly Report – February 2023

The fire department responded to 1061 alarms in February. There were 889 alarms in February 2022. There have been 2591 alarms so far in 2023. Many of the alarms are medical in nature. The busiest fire companies for the month are as follows:

Fire Company	Number of alarms in February
Engine 5	220
Engine 3	217
Engine 1	213
Engine 6	168
Truck 2	163



The new station 7 is still not open, and it's opening date is unknown at this point. The overhead doors have not been delivered, and the hope is they will be delivered in early March. Once the doors are installed the station can open.

The apparatus committee traveled to the Pierce manufacturing facility in Appleton, Wisconsin to review the new engine 5. The engine was ordered in August of 2021 and is currently 5 months overdue on its delivery date. The new engine should be delivered to the department in March. New apparatus purchases are 26-42 months for delivery depending on what is ordered. Truck 4 was sold to a company in Texas.

Training:

All members completed EMS continuing education: Review signs and symptoms associated with various types of shock. Review criteria for classifying burns by type and depth. Describe prehospital management of the patient suffering from shock, burns, and bleeding (including IV fluid replacement/resuscitation). Successfully complete assigned Vector Solutions courses EMS Advanced Burn Management, and Advanced Bleeding and Shock with a passing score of 80%. All members completed skill stations to practice correct techniques for I/O access and infusion using manikins.

All members reviewed protocols A07 Cardiogenic Shock, B02 Initial Medical Care, B23 Shock Nontraumatic, C03 Initial Trauma Care, C06 Region 6 Trauma Care Triage Algorithm, C07 Amputation, C08 Burns, C12 Hemorrhage Control.

All members reviewed SOP's L-101 Commercial Key Box, L-102 Residential Key Box, L-104 Fire Company Pre-Plan Inspections, L 108 Hydrant testing, L-109 Illegal Parking in a Fire Lane and passed quiz with 100% accuracy.

All members completed refresher training for 2023 Pre-Plan Inspection, Residential Key Box, Fire Lane Ordinance, Fire Scene Management and Hydrant Testing. Assigned Vector Solutions training NFPA 1021 Pre-Incident training.

Special operations team training consisted of joint training with the Springfield Fire Department on Grain Bin Rescue at the MCLETC.

All members completed company drills, Response Territory Familiarization, driver training, and pre-plan inspections.

Fire Prevention: No Report

DECATUR ILLINOIS POLICE DEPARTMENT

February 2023 Monthly Report

To: Mayor Julie Moore-Wolfe
City Council Members
Acting City Manager Jon Kindseth

From: Acting Chief Brad Allen

CHIEF'S OFFICE / ADMINISTRATIVE OPERATIONS DIVISION

Sworn Police Officer Staffing

Police Chief	1
Deputy Chief	3
Lieutenant	4
Sergeant	18
Patrol Officer	107
TOTAL	133

Budgeted 148

Officers in FTO or at the academy (non-deployable)	13
Officers on injury status (non-deployable)	5
Retirements/Resignations expected next month	1

Civilian Staffing

Executive Assistant	1
Crime Analyst	0
Records Clerk	2
Records Supervisor	1
Parking Enforcement	2
Digital Forensic Examiner	1
Police Support Officer	0
Police Support Specialist	2
FOIA Officer (part-time)	2
TOTAL	11

Freedom of Information (FOIA) requests

Month:	215	YTD:	444
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PATROL DIVISION

<u>Function</u>	<u>Month</u>	<u>YTD</u>
Community Meetings	1	2
Directed Patrols	12	27
Active Problem Oriented Policing Projects	0	0
Completed Problem Oriented Policing Projects	0	0
Parking Citations	43	112
Criminal Arrests	215	449
Felony Drug Arrests	12	29
Firearms Siezed	12	22
Traffic Citations	651	1499
Field Interviews	101	214
Written Warnings	465	891
Calls for Service/CAD Incidents	3867	7958
Unlawful Use of Motor Vehicles	135	294
Driving Under the Influence (DUI) Arrests	21	51
DUI Involving Accidents	4	16
Fatal Accidents	0	0
Traffic Accidents	179	385
Personal Injury Traffic Accidents	28	55
City Ordinance Arrests	5	7

Distracted Driving Enforcement - Electronic Communications Device Violations

State Citations	9	YTD:	22
Written Warnings	2	YTD:	3

INVESTIGATIONS DIVISION

Street Crimes Drug Seizures / Activity

Drug	Amount		YTD		Street Value
Cannabis	397	grams	397	\$10/gram	\$3,970.00
Cocaine - Powder	0	grams	188	\$100/gram	\$18,800.00
Cocaine - Crack	3	grams	4	\$100/gram	\$400.00
Heroin	31	grams	31	\$300/gram	\$9,300.00
Ecstasy	0	hits	0	\$20/hit	\$0.00
Meth	917	grams	979	\$100/gram	\$97,900.00
K2/Pills	80	pills	80		

Search Warrants	2	YTD:	5
Currency Seized	\$6,760.00	YTD:	\$6,760.00
Firearms Seized	5	YTD:	10
Vehicles Seized	0	YTD:	0
Arrests	8	YTD:	19

Adult / Juvenile Detective Activity

New Cases Assigned	89	YTD:	199
Closed/Resolved Cases	51	YTD:	128
Criminal Arrests	30	YTD:	77
Homicides	2	YTD:	3
Infant Death Investigations	0	YTD:	0
Suicide Investigations	0	YTD:	1
Missing Person Investigations	4	YTD:	9
Computer Forensic Exams	1	YTD:	2

U.S. Marshal's Great Lakes Task Force

Felony Arrests	18	YTD	37
Misdemeanor Arrests	0	YTD	2
		TTD	39

<u>Sex Offender Registrations</u>	116	YTD	255
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**Public Works Department
Monthly Report
February 2023**

Engineering:

2021 Water Main Replacement Project:

Month Activity: All watermain is installed and operational. The remaining items include final cleanup and restoration which is scheduled for the spring.

Project Background: The project was designed by Engineering staff, the 2021 project is in three locations. The newly annexed neighborhood NW of Mound and Greenswitch, a small relocation of watermain on Rea's Bridge Rd near the bridge across lake Decatur, and in South Shores bounded by the streets Bay Shore, Point Bluff and Shoreline. The City received the IEPA permit in March and the project was advertised on March 17, 2021 with bids received on April 7, 2021. The project was awarded to Burdick Co as the lowest responsive bid on April 9, 2021. The start date was delayed due to the unexpected lead time on pipe, pipe is currently part of national material shortages. Burdick has completed the Rea's Bridge Area and Greenswitch Area. Work did not start in South Shores spring due to the delay in materials and after mid-November the cannot be restored with asphalt. Burdick has completed all watermain work.

Ellen and Division Inflow and Infiltration Reduction Project

Month Activity: No work was completed, the lining of the remaining services is scheduled to start in late March.

Project Background: The project was designed and advertised by Engineering staff and AECOM on January 5, 2022 with bids received on February 9, 2022. The project included the full rehabilitation by cured in place lining of the sanitary sewers and service laterals. The City

received three bids with National Water Main Cleaning Co. (NWMCC) providing the lowest responsive bid. The project was awarded to on February 22, 2022. NWMCC mobilized in April. Service lining wrapped up in December for the winter with a total of 319 of the approximant 500 services lined.

Lake Grove Club Retaining Wall

Month Activity: No work was completed, the fence, seeding and final cleanup will commence in the spring.

Project Background: The project was designed and advertised by Engineering staff and Clark Dietz Engineering on March 30, 2022 with bids received on April 20, 2022. The project replaces an existing railroad tie retaining wall that has reached the end of its useful life. The City received two bids with Clippers Lawn and Landscaping providing the lowest responsive bid. The project was awarded by City Council to Clippers on May 16, 2022. The City has received and approved the shop drawing for ordering of the material in late July and it is expected work to begin in August. Clippers mobilized in August and started the project by removing the existing wall. Clippers then notified the City that they will be permanently closing and not completing the work. A settlement with the bonding company was reached in September. The contract with Kinney Contractors was approved on October 3rd to complete the retaining wall with work starting in early November.

2022 State Motor Fuel Tax - Asphalt

Month Activity: The remaining work will commence in the spring.

Project Background: The project was designed and advertised by Engineering staff on July 27,

2022 with bids received on August 10, 2022. Dunn Company provided the lowest responsive bid, and the contract was awarded by City Council on August 15, 2022. The concrete and water service work is scheduled to start on September 6 with paving to commence on each street once complete. The paving of Wood St and Chestnut is complete with the remaining paving work shut down for the winter.

MUNICIPAL SERVICES MONTHLY DATA FEBRUARY 2023

ASPHALT	QUANTITY	HOURS	OTHER INFO
Dura Patcher (spray)	0 patches	0	
Miscellaneous / Asphalt	0	0	
Pothole Patch / Repair	3,894	575	
Street Repair / Asphalt	0 sq yds	0	
CONCRETE	QUANTITY	HOURS	OTHER INFO
SS Utility Cuts / Curb & Gutter	0	0	
SS Utility Cuts / Driveway	0 sq yds	0	
SS Utility Cuts / Pavement	113.30 sq yds	160	
SS Utility Cuts / Sidewalk	0 sq ft	0	
Water Dept Cuts / Curb & Gutter	9 linear ft	8.5	
Water Dept Cuts / Driveway	38.30 sq yds	55.50	
Water Dept Cuts / Pavement	132.50 sq yds	217	
Water Dept Cuts / Sidewalk	498.75 sq ft	111.5	
DOWNTOWN PARKS	QUANTITY	HOURS	OTHER INFO
Downtown Maintenance		157	
Flowerbed Maintenance		15	
Fountain		0	
Mowing / Downtown Parks		53.50	
Special Events / Downtown Parks		0	
ELECTRICAL	QUANTITY	HOURS	OTHER INFO

Special Projects / Events / Electrical		10.5	
Service Calls / Other Departments		6	
Street Light Maintenance		88.50 Straight	
Traffic Signal Repair		200 Straight / 14 OT	
Warning Siren Maintenance		16	
FLEET	AVAILABILITY	BILLABLE HOURS	OTHER INFO
Fleet Tasks	97.76%	653.03	
FORESTRY	QUANTITY	HOURS	OTHER INFO
Miscellaneous		16	
Mowing City Lots		0	
Mowing City Property / ROW		0	
Mowing City Property / State ROW		0	
MSC Maintenance		59	
New Tree Care & Maintenance		0	
Pesticide Application		0	
Storm Damage Clean-up		49	
Stump Removal	27	103.5 Straight / 20 HC	
Tree Removal	798 (inch diameter)	329.5 Straight / 79 HC	
Tree Trimming	5	24.5 Straight / 6 HC	
Vegetation Removal	0	0	
PARKING	QUANTITY	HOURS	OTHER INFO
Mail Delivery		19	

Parking Lots/Garage Maintenance		86.5	
Parking Meter Collection		8	
Parking Meter Repair		4	
STREET MAINTENANCE	QUANTITY	HOURS	OTHER INFO
Alley Grading	16,100 linear ft	33.50	
Catch Basin / Pumped	4	4	
Storm Sewer / Repaired	2	21	
Culvert / Installed	0 linear ft	0	
Culvert / Jetted	105 linear ft	8	
Storm Sewer / Jetted	20 linear ft	2	
Sanitary Back-up / Jetted	6,175 linear ft	38 Straight / 17 OT	
Sanitary Manholes / Pumped	1	2	
Sanitary Sewers / Cleaned	1,011 linear ft	4	
Sanitary Sewers / Jetted	0 linear ft	0 Straight	
Sanitary Sewers / Roots	47,060 linear ft	102	
Street Cleaning / 3 rd Shift	0 miles	0	
Street Cleaning / County Roads	0 miles	0	
Street Cleaning / Neighborhoods	18.40 miles	170.5	
Street Cleaning / Priorities	0 miles	0	
Sanitary Manholes / Repaired	0	0	
TRAFFIC	QUANTITY	HOURS	OTHER INFO
Decals Made	86	7	

Miscellaneous Traffic Control		36	
Signs / Installed	36	59	
Signs / Made	61	134	
Signs / Repaired	23	38	
Striping / Paint	0 feet	0	
Striping / Tape	0 feet	0	
Symbols / Paint	0	0	
Symbols / Thermoplastic	0	0	
Traffic Control (set up & removal)		0	
VIOLATION RESPONSE	QUANTITY	HOURS	OTHER INFO
72-hour / City Property		0	
72-hour / Clean-Up	69	220	
72-hour / Clean-Up Court Time		0	
Abatements (weed & brush)	0	0	
Home Secures	22	77	

**Water Production Division
Monthly Report
February 2023**

DeWitt County Wellfield Improvements: INTERA Inc. continued work on draft reports for wellfield performance, water quality and power supply options.

Lake Decatur Landscape Maintenance: The site at the intersection of M. L. King Jr. Dr. and Lake Shore Dr. is planned for a prescribed burn early this year. Sites for this year's tree and brush removal project will be evaluated.

Lake Decatur Water Level: Lake Decatur was maintained at an average level of 613.2 feet (90% full) which is normal for February.

Lake Decatur Watershed Management Plan: Staff and Northwater Consulting continued meeting with the USDA and partners on how the City's five year \$9.88M RCPP grant will be structured and administered. Work continued on the 2020 \$150,000 IEPA Section 319 grant BMP projects and subwatershed planning. IEPA is extremely late in announcing if the City's 2021 Section 319 grant application will be funded. Northwater Consulting continued improving the watershed water quality monitoring network, plans and permits to construct several high priority Best Management Practices (BMPs), and work on the Sand Creek, Friends Creek, Wildcat Creek and Willow Branch subwatershed plans. Staff continued BMP database creation, project planning and implementing the Lake Decatur Watershed Protection Program including adding a cover crop incentive component.

Oakley Sediment Basin Drainage Improvements: A prescribed burn of the basin is planned for early this year to remove enough vegetation so that a basic topographic survey can be completed.

South Water Treatment Plant East Clarifiers to Claricones Conversion: As of this month Plocher Construction has completed 74% of this project.

Vulcan Pit, Rhodes Landfill and Source Water Protection Plan: INTERA Inc. continued work on the Vulcan Pit new pipeline design. The draft Rhodes Landfill environmental review is being reviewed.

Water Production: Continued assisting with the South Water Treatment Plant claricone construction project and the design of the South Water Treatment Plant chemical feed systems and William Street Pump Station improvements projects. Analyzed water quality samples for Lake Decatur Watershed Management Plan monitoring. 511.29 million gallons of potable water were pumped into the water distribution system which was 2.78% less than February 2022.

Performance Outcomes:

1. Meet or exceed the federal and state drinking water standard for turbidity, chlorine and nitrate. All of these standards were met or exceeded this month.
2. Monitor safety on Lake Decatur by recording the number of boat accidents and boat operating under the influences (OUIs) on the lake annually. No accidents nor OUIs occurred in February.
3. Reduce the amount of sediment accumulating in the lake annually. Northwater Consulting will be providing the monitoring summary for this outcome.

February 2023

Water Services:

Staff repaired 9 water main failures, 42 water services and 2 fire hydrants. Inspected 16 system valves, 21 fire hydrants. Completed 1,147 Utility Billing service orders, 77 miscellaneous distribution system orders and replaced 33 water meters that were damaged due to the cold snap.

Monthly Report of Priorities and Projects
Information Technology Department
Fiscal Year 2023
February

This month, the Information Technology (IT) Department staff completed the following notable work/tasks:

- All City fiber splicing and testing work completed for Firehouse 2 and 5. I anticipate connecting both firehouses to the City Fiber Network in March 2023.
- I.T. Department and various finance areas continue to work with Tyler Technologies to resolve various issues with the 2021.5 version of their software which we have been live on since November 2022. Several software patches addressing system processing speed issues are being finalized to be released in March 2023.
- I.T. continues to work with the Fire Department implementing a new records management system called ImageTrend. Working through issues with CAD integration from the Central Square CAD system to ImageTrend.
- Investigating if an opportunity exists and is financially feasible to outsource printing of water bills due to some paper quality and resource issues.
- Migration of Human Resource Data is in the cleanup stage. Goal is to sync the old DB2 system to the new go forward Tyler Munis Human Capital solution and then operate the solutions in parallel to ensure data integrity.
- Considerable time is being invested in a major upgrade to the water meter management system due to be activated in late summer.
- Twenty-five new computer workstations were deployed at the Police Department this month.
- DPD Arbitrator in -car recorders and Body Worn Camera (BWC) deployment of all BWC to sworn officer completed. Cleanup completed.
- I.T. has migrated all City Email to Microsoft Exchange Online. All City Email archives are being migrated as well and is due to be complete in March. This move improves the City's security posture with cyber-attacks.
- I.T. is actively migrating all Microsoft Windows 7 computer workstations to Windows 10 or above. Only 9 windows 7 computer workstations exist on the City Data Network as of this writing.
- In February, I.T. processed 90 Help Desk tickets, resolving 49 during the initial point of contact with I.T. staff (54.4% First Call Resolution Rate) which is within our established standard of 50% or more calls resolved on the first point of contact with the I.T. Department.

Transportation Services Department

Monthly Report

February 2023

Mass Transit Division

For the month of January, the Mass Transit staff completed the following projects:

1. Phase 2 of the Campus Master Plan with Bowen completed. Bowen worked in conjunction with Mass Transit, Public Works, and MSC to complete the block diagrams for the conceptual joint Transit/MSD Campus.
2. Applied for the annual State FY24 Downstate Operating Assistance Program (DOAP). First agency to submit application in the State.
3. Transit Contractor hired a new Maintenance Manager and Safety Manager.
4. Discussions with Richland Community College to launch pilot by duplicating DPS 61 IGA.
5. DPS 61 IGA executed.

Our ridership for the month of February consisted of the following:

Fixed Route	Mon-Sat	Sundays	Total
Passenger Rides	63,143	1,205	64,348
Miles Driven	75,637	3,180	78,817
On Time Performance	90%		
Train Delays			13

Paratransit	Mon-Sat	Sundays	Total
Passenger Rides	1,474	19	1,493
Miles Driven	7,552	180	7,747
On Time Performance	97%		

*On Time Performance (OTP): method of understanding punctuality for public transit

Facilities Maintenance Division

The Maintenance Manager has developed individualized building inspection reports for each facility based on the model that transit uses for the FTA requirements. Each City building will receive Quarterly inspections-these inspections will aid in long term capital planning and maintenance costs.

For the month of January, the Facilities Maintenance staff completed the following projects:

1. Transit Facilities: Office relocations, updates, and repairs at Transit Center to correct flow and safety for bus drivers and dispatchers. “spring cleaning” and continued safety initiative including: installation of security cameras, painting, and concrete repair.
2. Library Facilities:
 - a. Lease Space: Continued development including: new ceiling tile and grid, development of share space expenses, installation of network cables, and fire sprinkler repairs.
 - b. Library: Continued repairs and safety initiatives including: automatic doors, installation of security camera, repaired lighting, boiler repair/humidity and temp control repair.
3. Police Facilities: Replaced flooring in vestibule.
4. Civic Center: Solar project underway.

Electric Vehicle (EV) Division

For the month of January, the EV staff completed the following projects:

1. EVRP RFQ final interviews completed. Selection and contractual negotiations underway.
2. NEVI (National Electric Vehicle Infrastructure) research and funding options.