



**Monday, March 18, 2019
5:30 PM**

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:

A 15 minute time period is provided for citizens to appear and express their views before the City Council. Each citizen who appears will be limited to 3 minutes. No immediate response will be given by City Council or City staff members. Citizens are to give their documents to the Police Officer for distribution to the Council.

III. Approval of Minutes

Approval of Minutes of March 4, 2019 City Council Meeting

IV. Unfinished Business

1. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Christy-Foltz, Inc. for Lake Office Parking and Pier Improvement, City Project 2018-36

V. New Business

1. Proclamations and Recognitions
2. Treasurer's Financial Report
3. Ordinance Amending City Code Chapter 47 - Control of Animals, Fowl and Dogs
4. Resolution to Appropriate Motor Fuel Tax Funds for Traffic Signal Maintenance and Street Maintenance by Municipality under the Illinois Highway Code
5. Resolution Authorizing Community Development Block Grant Subrecipient Agreement FY19-20 Adult Education Training Program Project READ
6. Resolution Authorizing Community Development Block Grant Subrecipient Agreement FY19-20 Adult Education Training Program Old King's Orchard Community Center
7. Resolution Authorizing Execution of a Master Contract and Participating Addendum to the Master Contract Between the Commonwealth of Virginia and Gillig, LLC, Allowing the Purchase of Low Floor Heavy Duty Transit Buses

8. Resolution Authorizing Execution of Purchase Order Between City of Decatur, Illinois and Gillig, LLC, for the Purchase of Low Floor Heavy Duty Transit Buses
9. Ordinance Appropriating Monies for the Purpose of Defraying the Expenses of Several Departments and Funds of the City of Decatur, Illinois for the Fiscal Year Beginning January 1, 2019 and Ending December 31, 2019, Including All Outstanding Claims and Obligations and Fixing a Time When the Same Take Effect
10. Consent Calendar: Items listed under the Consent Calendar are considered to be routine and will be enacted by one motion and one vote. If separate action is desired on any item, it will be removed from the Consent Calendar and considered separately.
 - A. Resolution Approving Reappointment - Public Building Commission
 - B. Receiving and Filing of Minutes of Boards and Commissions
 - C. Resolution Receiving and Filing The 2018 Official Zoning Map
 - D. Ordinance Authorizing Consumption of Alcoholic Liquor on Public Rights-of-Way 100 Block South Oakland Avenue Between West Main Street and West Wood Street - Lock Stock & Barrel/Oakwood Business Association

VI. Other Business

VII. Adjournment

Monthly Reports for February, 2019

SUBJECT: Approval of Minutes of March 4, 2019 City Council Meeting

ATTACHMENTS:

Description	Type
Minutes of March 4, 2019 City Council Meeting	Backup Material

CITY COUNCIL MINUTES

Monday, March 4, 2019

On Monday, March 4, 2019, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chambers, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided, together with her being Council members David Horn, Chuck Kuhle, Pat McDaniel, Dana Ray, Bill Faber and Lisa Gregory were present. Mayor Julie Moore Wolfe declared a quorum present.

Interim City Manager Wendy Morthland attended the meeting as well.

Mayor Julie Moore Wolfe led the Pledge of Allegiance.

Mayor Julie Moore Wolfe called for Appearance of Citizens.

Millikin Heights President Allen Duesterhaus asked the City Council to allow regions of the city to be designated as neighborhood planning districts. The concept is to allow citizens a greater role in determining the future of their neighborhoods. Mr. Duesterhaus requested that the City Council hold a public forum or planning session to see how the concept could be implemented.

The minutes of the February 4, 2019 City Council meeting were presented. Councilman Pat McDaniel moved the minutes be approved as written; seconded by Councilwoman Dana Ray and on call of the roll, Council members David Horn, Chuck Kuhle, Pat McDaniel, Dana Ray, Bill Faber, Lisa Gregory and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

With there being no unfinished business; Mayor Julie Moore Wolfe called for New Business.

R2019-26 Resolution Authorizing Action Regarding Unsafe Structures, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

Susan Kretsinger, Neighborhood Inspections Administrator gave a brief overview of the demolition process and answered questions from council.

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

Mayor Julie Moore Wolfe declared the Public Hearing on the Annual Appropriations Ordinance for Fiscal Year 2019 open.

Interim City Manager Wendy Manager told the council that the Annual Appropriations Ordinance will be placed on the March 18th City Council agenda.

Mayor Julie Moore Wolfe declared the public hearing closed.

R2019-27 Resolution Accepting the Bids and Authorizing the Execution of Purchase Orders for Furnishing Ammunition to the Decatur Police Department, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

As a possible cost savings measure on ammunition, Police Chief Jim Getz will look at the possibility of a joint purchasing agreement with the Macon County Sheriff's Department.

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

R2019-28 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Burdick Plumbing & Heating Co., Inc. for 2019 Annual Water Main Replacement Project, Fairlawn Neighborhood, City Project 2019-10, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

Public Works Director Matt Newell answered questions from council.

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

R2019-29 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Kinney Contractors, Inc. for 2019 Annual Valve & Hydrant Replacement Project, Various Locations, City Project 2019-23, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

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

R2019-30 Resolution Authorizing Amendment #1 to Local Public Agency Agreement for Federal Participation with the State of Illinois to Improve the Mound Road West and Middle Bridges over Spring Creek, Structures 058-3035 and 058-3036, Section No. 17-00706-00-BR, City Project 2017-06, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

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

2019-04 Ordinance Donating Permanent Easement to the County of Macon for Reas Bridge Road (County Highway 24) Crossing at Lake Decatur for Highway Purposes, was presented. Councilman Pat McDaniel moved the Ordinance do pass; seconded by Councilwoman Dana Ray.

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

R2019-31 Resolution Authorizing Agreements Regarding Permanent Easement for Macon County, Illinois, Reas Bridge Road (County Highway 24) Project for Highway Purposes, was presented. Councilman Pat McDaniel moved the Ordinance do pass; seconded by Councilwoman Dana Ray.

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

2019-05 Repeal of Ordinance 2019-01 Rezoning Property from B-2 Commercial District to M-1 Intense Commercial-Light Industrial District 3373 North Woodford Street, was presented. Councilman Pat McDaniel moved the Repeal of Ordinance do pass; seconded by Councilwoman Dana Ray.

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

2019-06 Ordinance Rezoning Property from B-2 Commercial District to M-1 Intense Commercial-Light Industrial District 3373 North Woodford Street, was presented. Councilman Pat McDaniel moved the Ordinance do pass; seconded by Councilwoman Dana Ray.

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

2019-07 Ordinance Amending PD Planned Development District Generally Bounded by East Marietta Street, North Water Street, East Wabash Avenue and Martin Luther King Jr. Drive Community Care Campus, was presented. Councilman Pat McDaniel moved the Ordinance do pass; seconded by Councilwoman Dana Ray.

Mayor Julie Moore Wolfe reported that the costs associated with the project will be covered by the developer and the Howard G. Buffet foundation.

Upon call of the roll, Council members David Horn, Chuck Kuhle, Pat McDaniel, Bill Faber, Lisa Gregory and Mayor Julie Moore Wolfe voted aye. Councilwoman Dana Ray abstained from the vote. Mayor Julie Moore Wolfe declared the motion carried.

2019-08 Ordinance Granting a Non-Conforming Use Permit to Re-Establish Transitional Housing Use Within the M-2 Heavy Industrial District at 2175 East Pershing Road Decatur Transitional Housing Complex (DTHC), was presented. Councilman Pat McDaniel moved the Ordinance do pass; seconded by Councilwoman Dana Ray.

Reverend Jesse Bates responded to Councilman Horn's concerns regarding the close proximity of a liquor store and tavern near the transitional housing complex. Reverend Bates stated that the transitional housing complex will be equipped with security cameras and that no alcohol will be allowed on the premises. GED classes, job fairs, long term housing seminars and financial empowerment classes will be held at the complex.

Councilman David Horn would like additional information on how the Decatur Transitional Housing Complex could work together with the Macon County Continuum of Care, an organization that focuses on homelessness and transitional housing.

Councilman David Horn made a motion to table the item, seconded by Councilman Bill Faber. Upon call of the roll, Council members David Horn and Bill Faber voted aye. Council members Chuck Kuhle, Pat McDaniel, Dana Ray, Lisa Gregory and Mayor Julie Moore Wolfe voted nay. Mayor Julie Moore Wolfe declared the motion failed.

Mr. Marty Watkins spoke in favor of the Decatur Transitional Housing Complex.

Upon call of the roll to approve the Ordinance Granting a Non-Conforming Use Permit to Re-Establish Transitional Housing Use Within the M-2 Heavy Industrial District at 2175 East Pershing Road Decatur Transitional Housing Complex (DTHC), as presented, Council members David Horn, Chuck Kuhle, Pat McDaniel, Dana Ray, Bill Faber, Lisa Gregory and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

Mayor Julie Moore Wolfe called for Consent Calendar Items A through D and asked if any Council member wished to have an item removed from the Consent Calendar. Council did not request to have any items removed. The Clerk read Items A through D:

- Item A. R2019-32 Resolution Approving Reappointments - Zoning Board of Appeals
- Item B. R2019-33 Resolution Approving Reappointments - Plan Commission
- Item C. R2019-34 Resolution Approving Reappointment - Firemen's Pension Fund Board of Trustees
- Item D. Receiving and Filing of Minutes of Boards and Commissions

Councilman Pat McDaniel moved Items A through D be approved by Omnibus Vote; seconded by Councilwoman Dana Ray, and on call of the roll, Councilmembers David Horn, Chuck Kuhle, Pat McDaniel, Dana Ray, Bill Faber, Lisa Gregory and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

Mayor Julie Moore Wolfe called for Other Business.

Councilwoman Dana Ray reported a large number of potholes on Wood Street near Jasper Street. It was suggested that the phone number for pothole complaints should be added to the homepage on the City of Decatur's website. Councilman Bill Faber raised concerns with the lack of grocery stores on the west end.

With no other business, Mayor Julie Moore Wolfe called for Recess to Study Session for Procurement of New Buses for Decatur Public Transit System and Decatur Public Library Parking Lot Improvements.

Councilman Pat McDaniel moved to recess to Study Session; seconded by Councilwoman Dana Ray.

Upon call of the roll, Councilmembers David Horn, Chuck Kuhle, Pat McDaniel, Dana Ray, Bill Faber, Lisa Gregory and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

Mass Transit Administrator John Williams presented a PowerPoint presentation on the procurement of new buses for Decatur Public Transit System. After a lengthy discussion, Council indicated that they were comfortable on moving forward with the replacement of the buses. The authorization and participation in the Master Purchasing Agreement will be brought forward for consideration at the March 18th City Council meeting.

Gregg Zientara, Director of Finance and Neil Brumleve, Massie, Massie & Associates presented a PowerPoint presentation on the Decatur Public Library parking lot improvements. City Council was presented with three options to consider that could cost anywhere between \$400,000 to \$1.3 million.

City Librarian Rick Meyer stated that green space would open up possibilities for outdoor activities and programs.

Library Board of Trustees Mark Sorensen voiced his frustration over the condition of the parking lot and felt that the issues could have been solved years ago if the sale of the library building to the county would have been approved.

Council indicated the desire to move forward as soon as possible with the Johnson Controls study of the library's HVAC system. Council would like to see more design options from Massie, Massie & Associates. Massie, Massie & Associates will revise the plans based on the feedback.

With no other business, Mayor Julie Moore Wolfe called for Recess to Closed Executive Session Under Open Meetings Act Section 2 (c) (2) for the Purpose of Discussing Collective Negotiating Matters Between the Public Body and Its Employees or their Representatives and (c) (6) the Setting of a Price for Sale or Lease of Property Owned by the Public Body.

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

Council returned to the regular Council meeting following Closed Executive Session. Councilman Pat McDaniel moved the regular Council meeting be adjourned; seconded by Councilwoman Dana Ray. All were in favor by voicing no objections.

Mayor Julie Moore Wolfe declared the regular Council meeting adjourned at 9:00 pm.

Approved _____
Kim Althoff
City Clerk

Public Works

DATE: 3/8/2019

MEMO: 2019-15

TO: Honorable Mayor Moore Wolfe and City Council

FROM: Wendy Morthland, Interim City Manager
Matthew C. Newell, P.E., Public Works Director

SUBJECT:
Resolution Accepting the Bid and Authorizing the Execution of a Contract with Christy-Foltz Inc. for Lake Office Parking and Pier Improvement Project, City Project 2018-36

SUMMARY RECOMMENDATION: See the attached Council Memorandum and related attachments.

ATTACHMENTS:

Description	Type
Council Memo 2019-15, Resolution Accepting the Bid and Authorizing the Execution of a Contract with Christy-Foltz, Inc. for Lake Office Parking and Pier Improvement, City Project 2018-36	Cover Memo
Resolution Authorizing Contract with Christy-Foltz, Inc. for Lake Office Parking and Pier Improvement, City Project 2018-36	Resolution Letter
Bid Tabulation for Lake Office Parking and Pier Improvement, City Project 2018-36	Backup Material
Figure 1 - Location Map	Backup Material
Figure 2 - 1998 Property Map	Backup Material

**Public Works Memorandum
NO. 2019-15**

DATE: March 11, 2019

TO: Honorable Mayor Moore Wolfe and City Council

FROM: Wendy Morthland, Interim City Manager
Matthew C. Newell, P.E., Public Works Director

SUBJECT: Resolution Accepting the Bid and Authorizing the Execution of a Contract with Christy-Foltz, Inc. for Lake Office Parking and Pier Improvement, City Project 2018-36

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the resolution awarding the contract for the Lake Office Parking and Pier Improvement project, City Project 2018-36, to Christy-Foltz, Inc., as the lowest, responsible bidder in the amount of \$389,707.88 and that the Mayor be authorized to execute the contract and the City Clerk to attest.

PRIOR COUNCIL ACTION:

This item was tabled at the February 4, 2019 meeting of the City Council in order for an inquiry to be made to the Decatur Park District seeking their financial participation in the project.

BACKGROUND:

The pavement around the Lake Services Office (Lake Office) at 1101 S. Lake Front Road, including the pavement along the pier directly south of the office, has reached the end of its useful life. The proposed improvements should prevent more costly repairs in the future and will help beautify this part of the lake front. The asphalt parking areas around the Lake Office will get a fresh course of asphalt after repairing some base failures. The pavement on the pier will be removed and replaced with concrete installed with a stamped pattern. The sidewalk will also be replaced around the Lake Office (see Figure 1).

The project award was tabled by the City Council on February 4th to allow time for staff to discuss the project with the Decatur Park District.

Additional Information Requested by Council

At the request of the City Council, City staff approached the Park District to discuss the project funding. Since the current lease agreements place the maintenance responsibility of the project area on the City, the District declined to participate in the proposed project.

On May 24, 1934, the City entered into a year to year lease agreement with the Decatur Park District for the lease of the Boathouse (Lake Office) and surrounding ground as is reasonably necessary for the operation of the Boathouse. The surrounding ground has been interpreted over the past decades as the lake shore necessary to access the various boat docks and provide boat access. At the time, the pier jutting out from the shore by the Boathouse was the main boat access point as it had a large hoist to lift boats off trailers. On October 19, 1964, the year to year lease agreement was changed to indefinite.

On August 5, 1968, the City Council entered into a 99-year lease agreement with the Decatur Park District to maintain boating facilities for the lake. The agreement included the construction of a parking lot north of the Boathouse (Lake Office), maintenance of the access road from Cantrell Street to the new parking lot and the construction and maintenance of an access road along the lake shore between the Boathouse and Chandler Park. This road is currently used for access to numerous boat ramps.

The areas covered by the agreements are shown on Figure 2.

Water Funds

Chapter 16 of the City Code provides guidance for the expenditure of Water funds:

6. WATER FUND. All revenue or other moneys received by the Public Works Department or any other Department of the City for the furnishing of water, whether from service fees, connection fees 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 Water Fund and which shall be expended only for purposes directly relating to the water works, 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 reasonably and properly charged to the water works may be expended from said Fund.

The waterworks of the City includes the lake, the water distribution system, and the water production system. Lake maintenance has historically included the dam, the shoreline, public access and other maintenance or enforcement operations necessary to manage the lake.

Letting Results

The project scope and specifications were prepared by the Engineering Division. The project was advertised on January 9, 2019, and bids were opened on January 24, 2019. The results of the letting are as follows:

<u>Bidder</u>	<u>Bid Price</u>	<u>Compared to Engineer's Est. Over (Under)</u>
Christy-Foltz, Inc.	\$389,707.88	4.35%
Entler Excavating Company, Inc.	\$439,248.65	17.61%
Engineer's Estimate	\$373,466.47	-----

Five contractors took out bid packages and attended the pre-bid meeting. Three of those submitted bids with one of those being non-responsive. Christy-Foltz, Inc. provided the lowest responsible bid at 4.35% above the engineer's estimate. Christy-Foltz, Inc. has successfully completed many jobs of this type for the City.

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

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

1. Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available; and,
2. Eighteen (18) percent of the total hours worked should be performed by minority workers.

Subcontracting is not a requirement for City Projects. Christy-Foltz will self-perform 41.8% of the contract and subcontract out the other 58.2% with 10.1% being performed by Minority Business Enterprises (MBE).

SCHEDULE:

This work is expected to start in April, as weather allows, and be substantially completed by the end of May.

BUDGET/TIME IMPLICATIONS:

Budget Impact: The \$389,707.88 in funding for this project is allocated in the Water Fund.

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

POTENTIAL OBJECTION: There are no known objections.

INPUT FROM OTHER SOURCES: None

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

This memorandum was prepared by Griffin Enyart, P.E., Assistant City Engineer.

LEGAL REVIEW: The project plans and specifications were reviewed and approved by Legal Counsel on July 5, 2018.

Attach: 4

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE
EXECUTION OF A CONTRACT WITH CHRISTY-FOLTZ, INC. FOR LAKE
OFFICE PARKING AND PIER IMPROVEMENT,
CITY PROJECT 2018-36**

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

Section 1. That the tabulation of bids received for City Project 2018-36, Lake Office Parking and Pier Improvement project be, and they are hereby, received and placed on file.

Section 2. That the bid of Christy-Foltz, Inc., be accepted and a contract awarded accordingly, and that said contract between Christy Foltz, Inc. and the City of Decatur is for a total amount of \$389,707.88.

Section 3. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute a contract between the City of Decatur, Illinois, and Christy-Foltz, Inc., attached hereto as Exhibit A and made a part hereof, for said plan, in the amount of \$389,707.88.

PRESENTED and ADOPTED this 18th day of March, 2019.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Exhibit A

PROJECT MANUAL

LAKE OFFICE PARKING AND PIER IMPROVEMENT

CITY PROJECT 2018-36

January 2019

a project of the



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

FOR BIDDING

CITY OF DECATUR

LAKE OFFICE PARKING AND PIER IMPROVEMENT

Julie Moore Wolfe, Mayor

Dana M. Ray
Bill Faber
David Horn

Pat McDaniel
Lisa Gregory
Chuck Kuhle

Billy TyusInterim City Manager
Wendy Morthland Corporation Counsel
Kim Althoff.....City Clerk
Gregg Zientara City Treasurer
Matthew Newell..... Public Works Director

CITY OF DECATUR
LAKE OFFICE PARKING AND PIER IMPROVEMENT

CITY PROJECT 2018-36

INDEX

	<u>No. of Pages</u>
Cover Page	
City Officials.....	1
Index	2
Advertisement for Bids	3 to 4
Information for Bidders	5 to 8
Minority Participation Goals for Public Works Contracts.....	9 to 12
Bid Proposal.....	13 to 23
Non-Collusion Affidavit	24
Contract.....	25 to 26
Contract Bond	27 to 28
General Conditions	29 to 40
Special Conditions	41 to 52
Special Provisions and Standard Specifications	53 to 58
Supplemental Specifications	59 to 62
Designs, Details and Standard Drawings.....	

ADVERTISEMENT FOR BIDS

TIME AND PLACE OF OPENING BIDS:

Sealed proposals for the improvement described herein will be received at the **City Purchasing Division** located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523, until **10:00 A.M., Thursday, January 24, 2019**, and thereafter publicly opened and read.

DESCRIPTION OF PROJECT:

The proposed improvement is officially known as:

LAKE OFFICE PARKING AND PIER IMPROVEMENT CITY PROJECT 2018-36

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

Repaving a parking lot with approximately 800 tons of Hot-Mix Asphalt. Replacing the pavement along a pier with approximately 900 square yards of stamped concrete. Project includes sidewalk, fencing, pipe underdrain, and pavement striping.

INSTRUCTIONS TO BIDDERS:

1. **A MANDATORY PRE-BID WILL BE HELD ON WEDNESDAY, **JANUARY 16, 2019**, AT 1:30 P.M. IN THE PUBLIC WORKS CONFERENCE ROOM ON THE 3RD FLOOR OF THE DECATUR CIVIC CENTER.** In addition to project questions, the opportunity will be provided to discuss the City's minority participation goals. **Attendance is required to bid on the project, a telephone conference will be setup for bidders who cannot attend the meeting in-person. Contact City Engineering at 217-424-2747 to receive conference number and password.**
2. Plans, specifications and proposal forms may be obtained from Decatur Blue Print, Inc. 230 West Wood Street, Decatur, Illinois, 62523, (217) 423-7589, www.decaturlblue.com. **To receive updates or addenda you must be on the Plan Holders list for this project through Decatur Blue Print.**
3. Payment shall be made to Decatur Blue Print, Inc. **No refund will be made for the plans, specification, or proposal forms returned.**
4. Plans and specifications are **available for viewing** at the following locations:

**www.decaturlblue.com
Plans & Portals
Public Projects
DFS Public Plan Room**

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

ADVERTISEMENT FOR BIDS

5. The City of Decatur hereinafter referred to as “City” or “Owner”, will not release the Engineer's Estimate of Cost in advance of the scheduled time and date of the bid opening. Bid tabulations will be available on the City’s web site at www.decaturlil.gov/Departments/PublicWorks under Contractor Project Bid Information, and Decatur Blue Print’s web site at [www.decaturlil.gov/Plans & Portals /Public Projects/DFS Public Plan Room/City of Decatur Bid Tabs](http://www.decaturlil.gov/Plans%20&%20Portals/Public%20Projects/DFS%20Public%20Plan%20Room/City%20of%20Decatur%20Bid%20Tabs), after the award of a contract has been approved by the City of Decatur’s City Council.
6. All proposals must be accompanied by a BANK DRAFT, CASHIER’S CHECK, OR CERTIFIED CHECK made payable to Treasurer, Decatur, Illinois, in the amount of ten percent (10%) of the bid or BID BOND in the same amount.
7. The contractor shall at all times during the term of this Contract pay the applicable prevailing wage for Macon County for the month during which the work is performed, as determined by the Illinois Department of Labor.
8. Before the Contractor and any Subcontractor commences work, the Contractor and any Subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in P. A. 95-0635 or shall have a collective bargaining agreement in effect dealing with the subject matter of P. A. 95-0635.
9. The following **Minority Participation Goals for Public Works Contracts** are in effect for this contract:

(1) Ten percent (10%) of the total dollar amount of the contract should be performed by minority business enterprises; and,

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

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

REJECTION OF BIDS:

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

January 9, 2019
Date Advertised

Matthew C. Newell
Director of Public Works

INFORMATION FOR BIDDERS

For Construction of: **Lake Office Parking and Pier Improvement**

City Project No.: **2018-36**

Owner: City of Decatur, Illinois

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

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

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

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

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

The bid process is as follows:

1. All bids shall be submitted to the Purchasing Division located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois 62523.
2. The Purchasing Agent, or designee, will date, time stamp, and initial the sealed envelope containing the bid. All bids must have an official date and time stamp to be considered as conforming to the bid process and opened. Any bids received after the scheduled closing time for receipt of bids will be returned to the Bidder unopened.
3. All bids received after the designated time for receiving bids will not be accepted. The designated clock located in the Purchasing Division offices will govern the bid closure time.

INFORMATION FOR BIDDERS

4. Eligible bids received by the Purchasing Division will be delivered to the office of the City Engineer, located on the third floor of the Civic Center, and will be publicly opened and read. Any envelopes bearing a date and time stamp later than the deadline will be returned unopened. **All bids received from bidders not on the pre-bid attendance list will be returned unopened.**
5. All bidders who desire to be present at the bid opening may wait in the City Public Works (Engineering) office.

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

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

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

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

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

INFORMATION FOR BIDDERS

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

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

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

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

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

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

INFORMATION FOR BIDDERS

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

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

The City of Decatur maintains City project information on the City's web site at [www.decaturlil.gov/Departments/Public Works /Contractor Project Bid Information](http://www.decaturlil.gov/Departments/Public%20Works/Contractor%20Project%20Bid%20Information). It lists the current projects at the City with bid information including bid opening dates and current bid holders. It is recommended that all Prospective Bidders check this Information on the City's web site and at www.DecaturBlue.com for the status of the particular project they are interested in bidding prior to turning in bids.

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

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

**INFORMATION FOR BIDDERS
MINORITY PARTICIPATION GOALS
FOR PUBLIC WORKS CONTRACTS**

- I. Description of the Minority Participation Goals Program:
- A. The City of Decatur encourages the participation of minorities and Minority Business Enterprises (MBEs) for City-funded public works construction projects. To comply with Chapter 28, Section 10, of the City Code, **bidders will make a good faith effort to meet the following minimum goals:**
1. If subcontracting opportunities are available, **10%** of the total dollar amount of the contract should be performed by Minority Business Enterprises.
 2. Minority workers should perform **18%** of the total hours worked.
- B. Failure to submit a **Subcontractor Utilization Statement**, the **Minority Business Enterprise Participation Waiver Request** or **MBE Subcontractor Information Form** as described and provided herein, may cause the bid to be rejected and determined non-responsive.
- II. Pre-Bid Efforts when Awarding Subcontracts: Bidders shall make a good faith effort to contact and solicit bids from MBEs for available subcontracting. Subcontracting contact and bidding is to be made prior to bid opening. Subcontract information is to be recorded on the **Subcontractor Utilization Statement** and **MBE Subcontractor Information Form** to be submitted with the bid documents.
- III. Waiver:
- A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
1. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
 2. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.
- B. Bidders seeking a waiver of MBE goals must submit with the bid documents a **Minority Business Enterprise Participation Waiver Request**.
- IV. Change in the Use of Subcontractors or Self-Performance Status: Before the Prime Contractor can deviate from utilizing any of the subcontractors listed on the Subcontractor Utilization Statement, add subcontractors, or declare the intent to self-perform the work; a completed **Notification of Change in Participation** form is to be submitted for each change.
- V. Record Keeping and Reporting: The Prime Contractor and subcontractors agree to maintain records demonstrative of their good faith efforts to comply with the participation goals identified in the City Code. All information, including subcontracting, minority participation, and weekly prevailing wage documentation, will be provided through **ePrismSoft**, an electronic web based compliance tracking software. Access to ePrismSoft has been furnished by the City of Decatur. To activate access, the Prime Contractor and all subcontractors are to contact Human Capital Development at webinfo@eprismsoft.com or (309) 692-6400.

**INFORMATION FOR BIDDERS
MINORITY PARTICIPATION GOALS
FOR PUBLIC WORKS CONTRACTS**

VI. Chapter 28, Article 10, of the City Code is included herewith for the information of the bidder.

**CITY CODE
CHAPTER 28, ARTICLE 10
MINORITY PARTICIPATION GOALS FOR PUBLIC WORKS CONTRACTS**

SECTION 10-1. POLICY:

The City of Decatur encourages a diverse workforce for all public projects. Toward that end, the City establishes goals for participation by Minority Business Enterprises (MBE) and minority workers for public works contracts. The objectives of the minority participation goals include:

- A. Ensuring non-discrimination in the award and administration of City public works contracts;
- B. Encouraging a level playing field on which MBE and minority workers can compete fairly for City public works contracts;
- C. Helping to remove barriers to the participation of MBE and minority workers in City public works contracts;
- D. Promoting the use of MBE and minority workers in City public works projects;
- E. Ensuring the minority participation goals are narrowly tailored in accordance with applicable law;
- F. Providing appropriate flexibility to contractors in establishing and providing opportunities for MBE and minority workers;

SECTION 10-2. DEFINITIONS:

- A. **MINORITY:** For purposes of this Article, the City hereby adopts and incorporates by reference “minority person” as defined in the Illinois Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/2.
- B. **MINORITY BUSINESS ENTERPRISE (MBE):** A business that is owned and controlled by minorities. There must be not less than 51 percent minority ownership of the business, and the minority ownership must control the management and daily operations of the business.

SECTION 10-3. MINORITY PARTICIPATION GOALS IN PUBLIC PROJECTS.

- A. Contractors for City projects shall make a good faith effort to comply with the following minimum goals:
 - (1) Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available; and,
 - (2) Eighteen (18) percent of the total hours worked should be performed by minority workers.
- B. Subcontracting is not required for a City project. If a subcontractor is used, the contractor shall make a good faith effort to meet the City’s minority participation goals.
- C. A contractor shall provide evidence of meeting the City’s minority participation goals as directed and required by the Public Works Director or provide evidence that it made a good-faith effort to meet the goals.

**INFORMATION FOR BIDDERS
MINORITY PARTICIPATION GOALS
FOR PUBLIC WORKS CONTRACTS**

- D. A good faith effort means the contractor took reasonable and necessary steps to achieve the minority participation goals. Good faith means the contractor actively and aggressively sought participation by MBE or minority workers. The City shall consider the quality, quantity and intensity of efforts made by a contractor.
- E. Evidence of a good-faith effort includes, but is not limited to, as appropriate:
- (i) Soliciting through all reasonable and available means the interest of MBE and minority workers;
 - (ii) Outreach and recruitment efforts of MBE and minority workers;
 - (iii) Packaging requirements, when feasible, into tasks or quantities that permit maximum participation from MBE and minority workers;
 - (iv) Providing interested MBE and firms that employ minority workers with adequate information about the bidding process, adequate time to respond and assistance in responding to a solicitation;
 - (v) Negotiating in good faith with MBE and firms that employ minority workers;
 - (vi) Assisting interested MBE and firms that employ minority workers in obtaining bonding, lines of credit or insurance;
 - (vii) Assisting interested MBE and firms that employ minority workers in obtaining necessary equipment, supplies or materials;
 - (viii) Seeking services from available minority community organizations; minority contractors' groups, minority business assistance offices and other organizations, as appropriate, to provide assistance in recruiting MBE and minority workers;
 - (ix) If an MBE or a firm that employs minority workers is rejected, providing sound reasons for rejection based on a thorough investigation of the firm;
 - (x) Providing payroll records or other evidence showing the percentage of minority workers employed on the project or the percentage of project hours completed by minority workers;
 - (xi) All other good faith efforts or evidence of due diligence to meet the City's minority participation goals.
- F. The minority participation goals shall be reviewed annually by the City Manager or his designee. Any changes of the goals shall require a majority vote by Decatur City Council.

SECTION 10-4. PROGRAM ADMINISTRATION:

- A. The Public Works Director, or his designee, shall:
- (i) Administer and enforce the provisions of this Article;
 - (ii) Monitor, track and report on contractors over the contract duration to ensure compliance with this Article.

SECTION 10-5. PENALTIES:

- A. If a contractor fails to meet the City's minority participation goals and fails to provide evidence of a good faith effort to meet the goals, the Public Works Director or his designee may, as appropriate:
- (i) Order immediate corrective action, as appropriate and practicable, to meet the minority participation goals or to show a good faith effort toward meeting the goals;
 - (ii) Assess a fine or penalty not to exceed \$2,000 for each offense, and each day on which a violation occurs or continues shall be considered a separate offense;

**INFORMATION FOR BIDDERS
MINORITY PARTICIPATION GOALS
FOR PUBLIC WORKS CONTRACTS**

- (iii) Withhold the fine or penalty assessed from the unpaid portion of the contract;
- (iv) Order that the contractor will not be considered a responsive responsible bidder for future City projects until the contractor provides evidence of making a good faith effort toward meeting the City's minority participation goals.

SECTION 10-6. APPEALS:

The penalty assessed by the Public Works Director or his designee shall be appealable to the City's Human Relations Commission.

SECTION 10-7. WAIVER:

- A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
 - (i) Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
 - (ii) Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.
- B. The Public Works Director or his designee may, at his or her discretion, waive the minority participation goals upon finding:
 - (i) The project is essential for city operations;
 - (ii) Emergency circumstances require a waiver;
 - (iii) Evidence of a good faith effort by the contractor;
 - (iv) Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.

**END OF
INFORMATION FOR BIDDERS
MINORITY PARTICIPATION GOALS
FOR PUBLIC WORKS CONTRACTS**

BID PROPOSAL
RETURN WITH BID

For Construction of: **Lake Office Parking and Pier Improvement**

City Project No.: **2018-36**

Owner: City of Decatur, Illinois

Prospective Bidder:

The undersigned Bidder, having examined the specifications, drawings and all other documents contained in the Contract Documents, and having examined the site where the work is being performed, and having familiarized themselves with any local conditions effecting the work and having knowledge of the cost of work at the place where the work is to be done, hereby proposes to execute and perform the formal Contract set forth in these Contract Documents, of which this Proposal forms a part, and will do the work therein described on the terms and conditions therein set forth; and furnish all required labor, materials, tools, equipment, transportation and services for said work, and pay all applicable taxes and other incidental costs, all in strict conformity with the drawings and specifications forming a part of the Contract Documents, for an amount computed upon the basis of the quantity of work actually performed at the bid prices noted below.

It is understood that any listed quantities of work to be performed at unit prices are approximate only, and are intended principally to serve as a guide in evaluating bids.

It is further agreed that any quantities of work to be performed at unit prices and material to be furnished may be increased or decreased as may be considered necessary, in the opinion of the Owner, to complete the work fully as planned and contemplated and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth in the Bid Proposal, except as provided for in the General Conditions.

It is further agreed that any lump sum prices may be increased to cover additional work ordered by the Owner, but not shown on the plans or required by the specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered. Where supplemental unit prices are available, they shall be used to adjust lump sum prices.

By submitting a bid, the Bidder acknowledges the understanding that the bid process is solely intended to serve the public interest in achieving the highest quality of services and goods at the lowest price, and that no right, interest, or expectation shall vest or inure to the benefit of Bidders as a result of any reliance or participation in the process.

BID PROPOSAL
RETURN WITH BID

In submitting this Proposal, it is understood that the right is reserved by the Owner to reject any or all Proposals and waive informalities or irregularities in Proposals. The Owner also reserves the right to delay the award of a contract for a period not to exceed 45 days from the date of the opening.

The undersigned further agrees, if awarded the Contract for the work included in this Proposal, to begin and to complete and deliver the work contemplated in accordance with all the conditions set forth in the Contract Documents.

The undersigned has carefully checked the figures inserted by them and understands that they are the Bidder's sole responsibility, and the Owner will not be responsible for any errors or omissions on the part of the undersigned Bidder in preparing this Proposal.

The undersigned certifies that this Proposal is genuine, not collusive, or made in the interest or behalf of any person not named as provided in the Instruction to Bidders, and that the undersigned has not, directly, or indirectly, induced or solicited any other Bidder, or induced any other person, firm, or corporation to refrain from submitting a proposal, and the undersigned has not in any manner sought by collusion to secure for themselves an advantage over any other Bidder.

Attached, as a proposal guaranty, is a properly certified check made payable to "Treasurer, City of Decatur", Decatur, Illinois, in an amount not less than ten (10) percent of the bid; or a cashier's check made payable to "Treasurer, City of Decatur", Decatur, Illinois, in an amount not less than ten (10) percent of the bid; or a bid bond on a form approved by the City of Decatur, executed by a surety company satisfactory to the City in an amount not less than ten (10) percent of the bid.

It is expressly understood that the proposal guaranty is given as a guarantee that the bidder will execute the contract and furnish acceptable bonds and required insurance, if awarded the work and the amount thereof represents the agreed damages that the Owner will sustain if the bidder fails or refuses within ten (10) days from and including the date of the Notice of Award of the Contract, to execute and deliver said Contract and deliver the required bonds and insurance shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty which shall become the property of the City, not as penalty, but in liquidation of damages done. Award may be then made to the next lowest qualified bidder, or the work re-advertised and constructed under contract, or otherwise, as the City may decide.

The Bidder grants the Owner the right to hold the lowest three (3) Proposals received, together with the accompanying bid securities, for a period of 45 days after the date of opening of said Proposals.

BID PROPOSAL
RETURN WITH BID

The undersigned Bidder further grants the Owner the right to award this Contract on the basis of any possible combinations of Base Bid and add/deduct alternate(s) (if any) that best suits the Owner's needs.

The undersigned Bidder acknowledges receipt of the following addenda:

Addenda #	Dated	Initial
<u>1</u>	<u>1/18/19</u>	<u>MS</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

The undersigned Bidder expressly agrees to the following provisions:

- A. That the bid stated shall include the utilization of the Subcontractor(s) listed in the List of Subcontractors below.
- B. That the Subcontractor(s) listed below shall not be changed by the Contractor unless the Subcontractor(s) are unable to perform due to bankruptcy, labor strikes, or termination of business by the Subcontractor(s).
- C. That any Subcontractor(s) shall be subject to Owner approval.

List below any Subcontractor(s) whose subcontract(s) exceed \$ 5,000.

	SUBCONTRACTOR	TYPE OF WORK
1.	<u>DUNN COMPANY</u>	<u>ASPHALT</u>
2.	<u>VARSITY STRIPING</u>	<u>PAVEMENT MARKING</u>
3.	<u>GENERAL FENCE</u>	<u>FENCING</u>
4.	<u>MARENCO ENTERPRISES</u>	<u>UNDERGROUND UTILITIES</u>
5.	<u>ANDERSON BACKHOE</u>	<u>DEMOLITION</u>

2018 Lake Office Parking and Pier Improvements
City Project 2018-36
January 18, 2019

ADDENDUM NO. 1

**TO PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS FOR:
LAKE OFFICE PARKING AND PIER IMPROVEMENTS
CITY PROJECT 2018-36
DATED JANUARY 2019**

AD-1-1 NOTICE

- 1.01 This Addendum No. 1 dated January 18, 2019, to the Plans, Specifications and Contract Documents for the above captioned project, supersedes all contrary and conflicting information of the above-mentioned bid proposal documents, which are hereby supplemented in certain particulars as follows:

AD-1-2 BID PROPOSAL

- 2.01 Insert the attached pre-bid meeting sign-in sheet and meeting minutes from the Pre-Bid meeting on January 16, 2019.
- 2.02 Replace the Subcontractor Utilization Statement on Page 18 with the Subcontractor Utilization Statement included with this addendum.

AD-1-3 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

- 3.01 The following shall be ~~removed~~ and **added** from Section 108.01 of the Standard Specification for Road and Bridge Construction.

108.01 Subcontracting. The contractor shall not subcontract, sell, transfer, assign, or otherwise dispose of the contract or any portion thereof, or of his/her right, title, or interest therein, without written consent of the Engineer. Notwithstanding consent to subcontract approved by the Engineer, the Contractor shall perform with the Contractor's own organization, work to not less than ~~50~~ **25** percent of the total contract cost, and with materials purchased or produced by the Contractor.

Please make the proper acknowledgment of **addenda #1** on page **15** of your bidding documents.

END OF ADDENDUM NO. 1

City Engineer:  Date: 1/18/19



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

RETURN WITH BID

Subcontractor Utilization Statement

Date:		Project Title:	
Total Contract Value:		Project Number:	

Section I: Prime Contractor Information

Prime Contractor: _____

Address: _____

Phone: _____

Contact Person: _____

Email: _____

Section II: Selected Subcontractors

Subcontractor Name	MBE or Non-MBE	Amount	% of Total Contract	Scope of Work
Totals				

- If more subcontractors are utilized, please copy this form and attach the additional information.

Section III: MBE subcontractors that submitted bids but were not selected

Subcontractor Name	Scope of Work Bid	Reason for Denial

Section III Continued: MBE subcontractors that submitted bids but were not selected

Subcontractor Name	Scope of Work Bid	Reason for Denial

- If more firms submitted quotes, please copy this form and attach the additional information.

Section IV: MBE subcontractors that were contacted for this project

Subcontractor Name	Method of Contact	Contact Outcome

- If more firms were contacted, please copy this form and attach the additional information.

Section V:

The City of Decatur is committed to promoting minority participation in public works construction projects and in accordance with Article 28-10 of the City Code, has established the subcontractor utilization goal of 10% Minority Business Enterprises that are to be used in the execution of this project. Prime Contractors have an obligation to make a good faith effort to advance the City's commitment to increase diversity among the firms working on City construction projects.

This form must be completed and submitted with the bid proposal. All subcontractors intended for use on this project shall be listed in the columns above; along with the total amount to be paid to the subcontractors; percentage of total contract; and scope of work. If for whatever reason the Prime Contractor has to utilize a subcontractor not listed above, they must submit a **Notification of Change in Participation** with the necessary support documentation.

The undersigned certifies that the information included herein is true and correct; the subcontractors listed above have agreed to perform the scope of work described. The undersigned further certifies that it has no controlling, dominating, or conflict of interest in any of the listed subcontractors.

 Signature of Prime Contractor

 Date

Pre-bid Meeting Minutes
for
LAKE HOUSE PARKING AND PIER IMPROVEMENTS

CITY PROJECTS 2018-36

Public Works Conference Room
1:30 p.m., Wednesday, January 16, 2019

I. Introduction

Introductions by Matt Newell, Public Works Director. This is a mandatory pre-bid meeting. Only those bidders who are listed on the attendance sheet will be allowed to bid on the project.

II. Project Review

The Project consists of removing and replacing, with concrete, the pavement on the pier south of the Lake House at 1101 S. Lake Front Road, in addition to re-paving the parking lot to the north with asphalt. The concrete on the pier will be partially stamped with stamps available at the City's Municipal Services Center. The fence around the pier will be replaced with a similar fence to what is there now that is vinyl coated. In the parking lot and around the Lake House, there will be some asphalt milling close to the lake, and some asphalt patches in locations shown on the plans. There will also be pipe drains installed, bollards, parking blocks, and pavement striping.

III. Minority Participation Goals Review of City Code Chapter 28, Article 10 (Handout and Discussion by Newell).

A. Policy

The City requires that general contractors show good faith efforts to meet the City's goals of 10% of the project amount be used to hire MBE subcontractors when subcontracting opportunities exist, and 18% total hours are to be worked by minority employees. Note that there are two goals that need to be addressed.

B. Definitions

The Prospective bidders are directed to the handout that provides an excerpt of the State's definition of a minority. According to 30 ILCS 575/2, a minority person is: American Indian or Alaska Native; Asian; Black or African American; Hispanic or Latino; Native Hawaiian or Other Pacific Islander.

C. Project Goals and Good Faith Efforts

1. Subcontracting is not required but if a subcontractor is used a Good Faith Effort must be made to fill the stated goal.
2. The Contractor shall put forward good faith efforts to “actively and aggressively” seek the participation of MBE or minority workers. Discuss options to assist in “actively and aggressively” seeking this participation.

It is expected that a demonstration of “active” and “aggressive” will include actual direct contact with or working with a minority subcontractor in a manner that leads them to provide actual quotes for the work to be subcontracted. This is benefited by the development of an ongoing relationship with minority subcontractors.

3. The City’s expectation of what will be required to demonstrate a Good Faith Effort.

*The City regards a good faith effort, at a minimum, to include direct contacts with 2-3 MBE subcontractors for each subcontracting opportunity until the goal is met. The contacts must be with subcontractors that provide the type of work that is being subcontracted. Documented follow up requests are required if no response is received. The bidder is to provide all work, all contacts, the method of contact (email, phone, personal, etc.), and the results of each contact. **Email requests with no reply or evidence of direct contact are not considered to be acceptable direct contacts.***

City staff can have no contact with bidders regarding their bid submittal after bids have been opened, so their only opportunity to demonstrate a good faith effort, is to provide all supportive evidence with the bid document. For the benefit of the review that must be conducted by City staff, it is helpful for the bidders to group their direct contacts according to the subcontracting opportunity.

Minority Workers Goal: 18% total hours worked should be performed by minority workers.

The City tracks this goal through ePrismSoft and prevailing wage reports when required.

IV. Other Items

Bidders should check Decatur Blueprint’s website before submitting a bid to make sure there are no addendas missing. Only contractors on Decatur Blueprint’s plan holder list will get updates on addendas. You have to purchase the plans to get on their list. Simply downloading a set of plans from the website does not put you on the bidders list.

Questions:

1. *How does one verify if a worker is a minority?*

Answer: The City does not verify the ethnicity of a contractor's worker. That could change if a complaint is made.

2. *Do you have to show outreach, if you meet the 10% goal?*

Answer: No

CITY CODE
CHAPTER 28, ARTICLE 10
MINORITY PARTICIPATION GOALS FOR PUBLIC WORKS CONTRACTS

The “minority person” definition contained in the Illinois Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/2 is contained at the back of this handout.

SECTION 10-1. POLICY:

The City of Decatur encourages a diverse workforce for all public projects. Toward that end, the City establishes goals for participation by Minority Business Enterprises (MBE) and minority workers for public works contracts. The objectives of the minority participation goals include:

- A. Ensuring non-discrimination in the award and administration of City public works contracts;
- B. Encouraging a level playing field on which MBE and minority workers can compete fairly for City public works contracts;
- C. Helping to remove barriers to the participation of MBE and minority workers in City public works contracts;
- D. Promoting the use of MBE and minority workers in City public works projects;
- E. Ensuring the minority participation goals are narrowly tailored in accordance with applicable law;
- F. Providing appropriate flexibility to contractors in establishing and providing opportunities for MBE and minority workers;

SECTION 10-2. DEFINITIONS:

- A. **MINORITY:** For purposes of this Article, the City hereby adopts and incorporates by reference “minority person” as defined in the Illinois Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/2.
- B. **MINORITY BUSINESS ENTERPRISE (MBE):** A business that is owned and controlled by minorities. There must be not less than 51 percent minority ownership of the business, and the minority ownership must control the management and daily operations of the business.

SECTION 10-3. MINORITY PARTICIPATION GOALS IN PUBLIC PROJECTS.

- A. Contractors for City projects shall make a good faith effort to comply with the following minimum goals:
 - (1) Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available; and,
 - (2) Eighteen (18) percent of the total hours worked should be performed by minority workers.
- B. Subcontracting is not required for a City project. If a subcontractor is used, the contractor shall make a good faith effort to meet the City’s minority participation goals.

- C. A contractor shall provide evidence of meeting the City's minority participation goals as directed and required by the Public Works Director or provide evidence that it made a good-faith effort to meet the goals.
- D. A good faith effort means the contractor took reasonable and necessary steps to achieve the minority participation goals. Good faith means the contractor actively and aggressively sought participation by MBE or minority workers. The City shall consider the quality, quantity and intensity of efforts made by a contractor.
- E. Evidence of a good-faith effort includes, but is not limited to, as appropriate:
 - (i) Soliciting through all reasonable and available means the interest of MBE and minority workers;
 - (ii) Outreach and recruitment efforts of MBE and minority workers;
 - (iii) Packaging requirements, when feasible, into tasks or quantities that permit maximum participation from MBE and minority workers;
 - (iv) Providing interested MBE and firms that employ minority workers with adequate information about the bidding process, adequate time to respond and assistance in responding to a solicitation;
 - (v) Negotiating in good faith with MBE and firms that employ minority workers;
 - (vi) Assisting interested MBE and firms that employ minority workers in obtaining bonding, lines of credit or insurance;
 - (vii) Assisting interested MBE and firms that employ minority workers in obtaining necessary equipment, supplies or materials;
 - (viii) Seeking services from available minority community organizations; minority contractors' groups, minority business assistance offices and other organizations, as appropriate, to provide assistance in recruiting MBE and minority workers;
 - (ix) If an MBE or a firm that employs minority workers is rejected, providing sound reasons for rejection based on a thorough investigation of the firm;
 - (x) Providing payroll records or other evidence showing the percentage of minority workers employed on the project or the percentage of project hours completed by minority workers; *[This is provide through Prevailing Wage documentation]*
 - (xi) All other good faith efforts or evidence of due diligence to meet the City's minority participation goals.
- F. The minority participation goals shall be reviewed annually by the City Manager or his designee. Any changes of the goals shall require a majority vote by Decatur City Council.

SECTION 10-4. PROGRAM ADMINISTRATION:

- A. The Public Works Director, or his designee, shall:
 - (i) Administer and enforce the provisions of this Article;
 - (ii) Monitor, track and report on contractors over the contract duration to ensure compliance with this Article.

SECTION 10-5. PENALTIES:

- A. If a contractor fails to meet the City's minority participation goals and fails to provide evidence of a good faith effort to meet the goals, the Public Works Director or his designee may, as appropriate:

- (i) Order immediate corrective action, as appropriate and practicable, to meet the minority participation goals or to show a good faith effort toward meeting the goals;
- (ii) Assess a fine or penalty not to exceed \$2,000 for each offense, and each day on which a violation occurs or continues shall be considered a separate offense;
- (iii) Withhold the fine or penalty assessed from the unpaid portion of the contract;
- (iv) Order that the contractor will not be considered a responsive responsible bidder for future City projects until the contractor provides evidence of making a good faith effort toward meeting the City's minority participation goals.

SECTION 10-6. APPEALS:

The penalty assessed by the Public Works Director or his designee shall be appealable to the City's Human Relations Commission.

SECTION 10-7. WAIVER:

- A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
 - (i) Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
 - (ii) Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.
- B. The Public Works Director or his designee may, at his or her discretion, waive the minority participation goals upon finding:
 - (i) The project is essential for city operations;
 - (ii) Emergency circumstances require a waiver;
 - (iii) Evidence of a good faith effort by the contractor;
 - (iv) Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.

**Illinois Business Enterprise for Minorities, Females and Persons with Disabilities Act,
30 ILCS 575/2**

(30 ILCS 575/2)

(Section scheduled to be repealed on June 30, 2016)

Sec. 2. Definitions.

(A) For the purpose of this Act, the following terms shall have the following definitions:

(1) **"Minority person"** shall mean a person who is a citizen or lawful permanent resident of the United States and who is any of the following:

(a) **American Indian or Alaska Native** (a person having origins in any of the original peoples of North and South America, including Central America, and who maintains tribal affiliation or community attachment).

(b) **Asian** (a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, including, but not limited to, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam).

(c) **Black or African American** (a person having origins in any of the black racial groups of Africa). Terms such as "Haitian" or "Negro" can be used in addition to "Black or African American".

(d) **Hispanic or Latino** (a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race).

(e) **Native Hawaiian or Other Pacific Islander** (a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands).

Pre-Bid Sign-In Sheet

Lake Office Parking and Pier Improvement Project

City Project 2018-36

January 16, 2019 @ 1:30 P.M., Public Works Conference Room

Name ----- Email Address	Representing	Phone Number ----- Fax Number	In Person (P) Conference Call (C)
1) DALLAS FINLEY Email: DALLAS.F@CHRISTY-FOLTZ.COM	CHRISTY - FOLTZ	217-428-8601	P ☒ C
2) DARIN LIPPOLT Email: Lippolt@dundco.com	Dunn Co.	217-429-4444	P ☒ C
3) D.J. Morqson Email: dj.morqson@dundco.com	Dunn Co	217-429-4444	P C
4) J. Entler Email:	Entler	217-855-4694	 C
5) Keith Alexander Email:	City		P ☒ C
6) Joe Nihisen Email:	City		P ☒ C
7) CHRIS SHEPPARD Email: csheppard@stellarengineeringllc.com	STELLAR ENGINEERING	217-418-9571	P P C
8) John Kinney Email: Kinney@roadbuilder.net	Kinney Contractors		P C ☒
9) Griffin Enyart Email:	City		P C
10) Kyle Houston Email:	City		P C
11) Matt Newell Email:	City		P C
12) Email:			P C
13) Email:			P C
14) Email:			P C
15) Email:			P C

RETURN WITH BID

DATE 1/24/, 2019

(If an Individual)
Signature of Bidder

(SEAL)

Tax ID #:

Business Address &
E-mail Address

(If a Co-Partnership)
Firm Name

(SEAL)

By:

Business Address &
E-mail Addresses

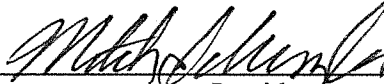
Names of All Members of
Firm

(If a Corporation)
Corporate Name

Christy-Foltz, Inc.

(SEAL)

By:


President

Business Address &
E-mail Addresses

740 S. Main St., Decatur, IL
62521

mitschs@christy-foltz.com

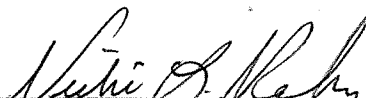
Names of Officers

Mitchell Schinzler
President

Kim Kenney
Secretary

Tom Dickes
Treasurer

Attest:


Asst. Secretary

**CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS**

**for
LAKE OFFICE PARKING AND PIER IMPROVEMENT
CITY PROJECT 2018-36**

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
40600100	BITUMINOUS MATERIAL (PRIME COAT) RC70/CSS-1h	LB	4,309.18	<u>0.68</u>	<u>2,930.24</u>
40600982	HOT-MIX ASPHALT SURFACE REMOVAL- BUTT JOINT	SQ YD	416.70	<u>12.86</u>	<u>5,358.76</u>
40603310	HOT-MIX ASPHALT SURFACE COURSE, MIX "C", N50	TON	804.38	<u>112.45</u>	<u>90,452.53</u>
42000301	PORTLAND CEMENT CONCRETE PAVEMENT 8" (JOINTED)	SQ YD	315.00	<u>94.63</u>	<u>29,808.45</u>
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	1,187.43	<u>13.51</u>	<u>16,042.18</u>
44000100	PAVEMENT REMOVAL, 8 INCH	SQ YD	875.00	<u>30.50</u>	<u>26,687.50</u>
44000155	HOT-MIX ASPHALT SURFACE REMOVAL, 1-1/2 INCH	SQ YD	1,467.00	<u>9.71</u>	<u>14,244.57</u>
44000600	SIDEWALK REMOVAL	SQ FT	1,187.43	<u>7.56</u>	<u>8,976.97</u>
44201705	CLASS D PATCHES, TYPE II, 3 INCH	SQ YD	45.00	<u>59.25</u>	<u>2,666.25</u>
44201711	CLASS D PATCHES, TYPE IV, 3 INCH	SQ YD	1,047.71	<u>50.20</u>	<u>52,595.04</u>
60100925	PIPE DRAIN 8 INCH	FOOT	185.00	<u>92.00</u>	<u>17,020.00</u>
78000100	THERMOPLASTIC PAVEMENT MARKING LETTERS & SYMBOLS	SQ FT	31.20	<u>9.45</u>	<u>294.84</u>
78000200	THERMOPLASTIC PAVEMENT MARKING 4 INCH	FOOT	5,445.00	<u>1.55</u>	<u>8,439.75</u>
78000650	THERMOPLASTIC PAVEMENT MARKING 24 INCH	FOOT	13.00	<u>8.40</u>	<u>109.20</u>
X0300019	REMOVE & RE-INSTALL PARKING BLOCKS	EACH	9.00	<u>115.00</u>	<u>1,035.00</u>
X1700128	STAMPED PORTLAND CEMENT CONCRETE PAVEMENT 8" (JOINTED)	SQ YD	560.00	<u>92.36</u>	<u>51,721.60</u>
X6640001	42 INCH, 9 GAUGE CHAIN LINK FENCE (VINYL COATED BROWN)	FOOT	625.00	<u>29.00</u>	<u>18,125.00</u>
Z0004002	BOLLARDS	EACH	4.00	<u>800.00</u>	<u>3,200.00</u>
Z0009000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS & EXTRA WORK	LSUM	1.00		\$40,000
				TOTAL BID	\$ 389,707.88



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

RETURN WITH BID

Subcontractor Utilization Statement

Date:	1/24/19	Project Title:	LAKE OFFICE PARKING & PIER IMPROVEMENT
Total Contract Value:	389,707.88	Project Number:	2018-36

Section I: Prime Contractor Information

Prime Contractor: CHRISTY-FOLTZ, INC.

Address: 740 S. MAIN ST.
DECATUR IL 62521

Phone: 428-8601

Contact Person: BRIAN BLADE

Email: BRIANB@CHRISTY-FOLTZ.COM

Section II: Selected Subcontractors

Subcontractor Name	MBE or Non-MBE	Amount	% of Total Contract	Scope of Work
ANDERSON BACKHOE	MBE	23,437	6.0%	DEMOLITION
MARENCO ENTERPRISES	MBE	16,095	4.1%	UNDERGROUND UTILITIES
DUNN COMPANY	Non MBE	161,233	41.4%	ASPHALT
GENERAL FENCE	Non MBE	17,353	4.5%	FENCING
VARSITY STRIPING	Non MBE	8,444	2.2%	PAVEMENT MARKING
Totals				

• If more subcontractors are utilized, please copy this form and attach the additional information.

Section III: MBE subcontractors that submitted bids but were not selected

Subcontractor Name	Scope of Work Bid	Reason for Denial

III Continued: MBE subcontractors that submitted bids but were not selected

Subcontractor Name	Scope of Work Bid	Reason for Denial
If more firms submitted quotes, please copy this form and attach the additional information.		

Section IV: MBE subcontractors that were contacted for this project

Subcontractor Name	Method of Contact	Contact Outcome
ANDERSON BACKHOE	TELEPHONE	BIDDER
MARENCO ENTERPRISES	TELEPHONE	BIDDER
SANCHEZ CONST. SERVICES	EMAIL	NO RESPONSE
ICD IRONHORSE INC.	EMAIL	NO RESPONSE
OLK TRAFFIC EQUIP. & DESIGN	EMAIL	NO RESPONSE
If more firms were contacted, please copy this form and attach the additional information.		

Section V:

The City of Decatur is committed to promoting minority participation in public works construction projects and in accordance with Article 28-10 of the City Code, has established the subcontractor utilization goal of 10% Minority Business Enterprises that are to be used in the execution of this project. Prime Contractors have an obligation to make a good faith effort to advance the City's commitment to increase diversity among the firms working on City construction projects.

This form must be completed and submitted with the bid proposal. All subcontractors intended for use on this project shall be listed in the columns above; along with the total amount to be paid to the subcontractors; percentage of total contract; and scope of work. If for whatever reason the Prime Contractor has to utilize a subcontractor not listed above, they must submit a **Notification of Change in Participation** with the necessary support documentation.

The undersigned certifies that the information included herein is true and correct; the subcontractors listed above have agreed to perform the scope of work described. The undersigned further certifies that it has no controlling, dominating, or conflict of interest in any of the listed subcontractors.



Signature of Prime Contractor

1/24/19

Date



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

Notification of Change in Participation

Date:	1/24/19	Project Title:	LAKE OFFICE PARKING & PIER IMPROVEMENT
		Project Number:	2018-36

Prime Contractor: CHRISTY-FOLTZ, INC.
 Address: 740 S. MAIN ST.
DECATUR, IL 62521
 Phone: 428-8601
 Contact Person: BRIAN BLADE
 Email: BRIANB@CHRISTY-FOLTZ.COM

If changing from a previously identified subcontractor to another or to change from self-performing to a subcontractor, complete the following:

From Name:	CHRISTY-FOLTZ, INC.		To Name:	ANDERSON BACKHOE	
Address:	740 S. MAIN ST. DECATUR IL 62521		Address:	2868 E. WOOD ST. DECATUR, IL 62521	
Phone:	428-8601		Phone:	428-8601 429-6060	
Status:	☐ MBE	☒ Non-MBE	Status:	☒ MBE	☐ Non-MBE
			Contract Amount:	23437	
Will the scope of work change?	☐ Yes	☒ No	% of Total Contract:	6.0%	

Describe the scope of work change: NO CHANGE

Reason for subcontractor change: EFFORT TO MEET MBE GOALS

Describe good faith efforts to utilize a MBE:



Signature of Prime Contractor

1/24/19

Date



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

Notification of Change in Participation

Date:	1/24/19	Project Title:	LAKE OFFICE PARKING & PIER IMPROVEMENTS
		Project Number:	2018-36

Prime Contractor: CHRISTY-FOLTZ, INC.

Address: 740. S. MAIN ST.
DECATUR IL 62521

Phone: 428-8601

Contact Person: BRIAN BLADE

Email: BRIANB@CHRISTY-FOLTZ.COM

If changing from a previously identified subcontractor to another or to change from self-performing to a subcontractor, complete the following:

From Name:	BURDICK MECHANICAL		To Name:	MARENCO ENTERPRISES	
Address:	1175 N. 20 TH DECATUR IL 62521		Address:	3490 LEGHORN RD. CLINTON, IL 61727	
Phone:	429-2385		Phone:	693-2484	
Status:	☐ MBE	☒ Non-MBE	Status:	☒ MBE	☐ Non-MBE
			Contract Amount:	16,095	
Will the scope of work change?	☐ Yes	☒ No	% of Total Contract:	4.1 %	

Describe the scope of work change: NO CHANGE

Reason for subcontractor change: EFFORT TO MEET MBE GOALS

Describe good faith efforts to utilize a MBE:


Signature of Prime Contractor

1/24/19
Date



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

**RETURN WITH BID FOR EACH
MBE SUBCONTRACTOR**

MBE Subcontractor Information Form

Date:	1/24/19	Project Title:	LAKE OFFICE PARKING & PIER IMPROVEMENTS
Total Contract Value:	389,707.88	Project Number:	2018-36

Section I: MBE Subcontractor Information

Subcontractor: ANDERSON BACKHOE

Address: P.O. Box 753
DECATUR IL 62525

Phone: 429-6060

Contact Person: MELVIN ANDERSON

Email: _____

Section II: Estimated Work

Description of Scope of Work Agreed Upon	Estimated Amount	Estimated % of Total Contract
DEMOLITION: PAVEMENT & SIDEWALK	23,437	6.0%

This form must be completed and submitted with the bid proposal for each MBE Subcontractor. All Subcontractors intended for use on this project shall have an **MBE Subcontractor Information Form** signed by the prime contractor and subcontractor. If for whatever reason the Prime Contractor changes or adds a Subcontractor, a **Notification of Change in Participation Form** and **MBE Subcontractor Information Form** with the necessary support documentation must be submitted and approved.

The undersigned certifies that the information included herein is true and correct and the subcontractor has agreed to perform the scope of work described. The undersigned further certifies that this form is not a Contract between the City, Prime Contractor or Subcontractor.

Prime Contractor Signature	Print
	MITCHELL SCHINZLER
Title	Date
PRESIDENT	1/24/19

Subcontractor Signature	Print
	MELVIN ANDERSON
Title	Date
OWNER	1/24/19



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

**RETURN WITH BID FOR EACH
MBE SUBCONTRACTOR**

MBE Subcontractor Information Form

Date:	1/24/2019	Project Title:	LAKE OFFICE PARKING AND PIER IMPROVEMENTS
Total Contract Value:		Project Number:	2018-36

Section I: MBE Subcontractor Information

Subcontractor: MARENCO ENTERPRISES LLC

Address: 3490 LEHIGH RD
CLINTON IL 61727

Phone: 217-693-2484

Contact Person: MIRNA E. WILLOUGHBY

Email: MIRNA.MARENCO.ENT@GMAIL.COM

Section II: Estimated Work

Description of Scope of Work Agreed Upon	Estimated Amount	Estimated % of Total Contract
Storm Utilities	\$16,095	

This form must be completed and submitted with the bid proposal for each MBE Subcontractor. All Subcontractors intended for use on this project shall have an **MBE Subcontractor Information Form** signed by the prime contractor and subcontractor. If for whatever reason the Prime Contractor changes or adds a Subcontractor, a **Notification of Change in Participation Form** and **MBE Subcontractor Information Form** with the necessary support documentation must be submitted and approved.

The undersigned certifies that the information included herein is true and correct and the subcontractor has agreed to perform the scope of work described. The undersigned further certifies that this form is not a Contract between the City, Prime Contractor or Subcontractor.

Prime Contractor Signature	Print
<u>Mitch Schinzer</u>	<u>Mitch Schinzer</u>
Title	Date
<u>President</u>	<u>1/24/19</u>

Subcontractor Signature	Print
<u>Mirna Willoughby</u>	<u>Mirna E. Willoughby</u>
Title	Date
<u>President</u>	<u>1/24/2019</u>



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

Final Subcontractor Participation Documentation

Date:	1/24/19	Project Title:	LAKE OFFICE PARK & PIER IMPROVEMENTS
Total Contract Value:	389,707,88	Project Number:	2018-36

Section I: Prime Contractor Information

Prime Contractor: CHRISTY-FOLTZ, INC.

Address: 740 S. MAIN ST.
DECATUR IL 62521

Phone: 428-8601

Contact Person: BRIAN BLADE

Email: BRIANB@CHRISTY-FOLTZ.COM

Section II: Selected Non-MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
DUNN COMPANY	161,233 ⁰⁰	42%		
GENERAL FENCE	17,353 ⁰⁰	4%		
VARSITY STRIPING	8,444 ⁰⁰	2%		
Non-MBE Subcontractor Total	187,030 ⁰⁰	49%		

If more subcontractors are utilized, please copy this form and attach the additional information.

Section III: Selected MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
ANDERSON BACKHOE	23,437	6 %		
MARENCO ENTERPRISES	16,095 ⁰⁰	4 %		
MBE Subcontractor Totals				
If more subcontractors are utilized, please copy this form and attach the additional information.				

CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE SUBMITTED AS INDICATED.

☒	MBE Goal for subcontractor utilization of 10% <u>has been</u> reached
☐	MBE Goal for subcontractor utilization of 10% <u>has not been</u> reached but Contractor <u>has</u> met the goal estimated on the Subcontractor Utilization Statement submitted at Bid
☐	MBE Goal for subcontractor utilization of 10% <u>has not been</u> reached and Contractor <u>has not</u> met the goal estimated on the Subcontractor Utilization Statement submitted at Bid (attach explanation)
☐	Other – (State reason and attach explanation)

The undersigned certifies that the information included herein is true and correct, failure to submit this form may result in delay of the final payment.



 Signature of Prime Contractor

4/24/19

 Date

NON-COLLUSION AFFIDAVIT

RETURN WITH BID

STATE OF Illinois

COUNTY OF Macon

Mitchell Schinzler, being first duly sworn, deposes and says that they are President (sole owner, partner, president, secretary, etc.) of Christy-Foltz, Inc., the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted their bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in their general business.

Signed:

Mitchell Schinzler
Title President

Subscribed and sworn to before me this 24 day of January, 2019.

(SEAL)



Sheila A. Jackman
Notary Public

*The Owner reserves the right, before any award of contract is made, to require of any bidder to whom it may make an award of the Contract, a duly executed non-collusion affidavit in the form designated above.

CONTRACT

THIS CONTRACT, made and entered into this ^{18th} ~~4th~~ day of ^{March} ~~February~~, 2019, by and between the City of Decatur, Illinois, hereinafter called "Owner", and Christy-Foltz, Inc., hereinafter called the "Contractor".

WITNESSETH:

That for and in consideration of the payments, covenants, and agreements stated herein, the Contractor and Owner agree as follows:

1. The Contractor shall perform and complete in a Good and Workmanlike Manner all Work required in connection with "**LAKE OFFICE PARKING AND PIER IMPROVEMENT, CITY PROJECT 2018-36**", all in strict accordance with the Contract Documents, including any and all Addenda prepared by the City Engineer, with specifications and drawings are made a part of this Contract; and in strict compliance with the Contractor's Bid Proposal and the other Contract Documents herein mentioned, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.
2. Payments are to be made to the Contractor by the Owner in accordance with and subject to the provisions embodied in the documents made a part of this Contract, or as prescribed by law.
3. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the Owner to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and substantially complete all Work under this Contract.
4. **A Completion Date is in effect for this project in accordance with Section 108 of the Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction. Work shall be complete by May 17, 2019.**
5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

Advertisement for Bids
Information for Bidders
Bid Proposal
Non-Collusion Affidavit
Contract (This Instrument)
Contract Change Orders
Performance Bond
Addenda No. 1 Dated 1/18/2019

General Conditions
Special Conditions
Standard Specifications
Project Drawings
Special Provisions
Supplemental Specifications
Appendix(s)

CONTRACT

The above-named documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work product.

In case of discrepancy, the order of precedence is as follows:

1. Contract Change Orders
2. Addenda
3. Contract
4. Special Provisions & Drawings
5. Special Conditions
6. Supplemental Specifications
7. General Conditions

In the event there is a conflict between any of the above listed documents, the provision of the document with the lower numerical value shall govern over those documents with a high numerical value.

The Contractor shall not take advantage of any apparent error or omission in the plans or specifications. In the event the Contractor discovers such an error or omission, the bidder shall immediately notify the Owner. The Owner will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

6. It is agreed by the parties to this Contract that this Contract shall be executed in quadruplicate, one copy for the Contractor, and three copies for the Owner.

ATTEST:

CITY OF DECATUR, ILLINOIS

CITY CLERK

By _____
MAYOR

CHRISTY-FOLTZ, INC.

SECRETARY (Corporate Seal)

By _____
PRESIDENT



City of Decatur, Illinois

Contract Bond

Project LAKE OFFICE PARKING AND PIER IMPROVEMENT

Project Number 2018-36

We, Christy-Foltz, Inc.

a/an) ☐ Individual ☐ Co-partnership ☐ Corporation organized under the laws of the ,

as PRINCIPAL, and

as SURETY,

are held and firmly bound unto the City of Decatur (hereafter referred to as "CITY") in the penal sum of

Three Hundred Eighty-Nine Thousand, Seven Hundred Seven and 88/100 -----

Dollars (\$389,707.88), lawful money of the

United States, well and truly to be paid unto said CITY, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the CITY this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the CITY for the construction of work on the above City Project, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the CITY harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____ A.D. _____

PRINCIPAL

(Company Name)
By: _____
(Signature & Title)
Attest: _____
(Signature & Title)

(Company Name)
By: _____
(Signature & Title)
Attest: _____
(Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf or PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____

Notary Public (SEAL)

SURETY

(Name of Surety)
By: _____
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS.

(SEAL)

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf or SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____

Notary Public (SEAL)

CITY OF DECATUR

Approved this 4th 18th day of February March, A.D. 2019

Attest:

Kim L. Althoff

City of Decatur, Illinois

City Clerk

Julie Moore Wolfe, Mayor

GENERAL CONDITIONS**INDEX**

<u>Title</u>	<u>Page</u>
Index	29
GC-1 Certificate of Insurance	30 to 31
GC-2 Clean Up	32
GC-3 Construction Staking	32
GC-4 Contract Warranty	33
GC-5 Contractor Availability	33
GC-6 Coordination	33
GC-7 Dust Control	33
GC-8 Estimated Quantities and Location Changes	33
GC-9 Fair Employment Practices	34
GC-10 Indemnification	34
GC-11 Inspection	34
GC-12 Lane Closure Permits	34
GC-13 Liquidated Damages	35
GC-14 Location of Utilities	36
GC-15 Measurement and Payment	36
GC-16 Method of Payment	36 to 37
GC-17 No Parking Signs	37
GC-18 Permits	37
GC-19 Documentation of Existing Conditions	37
GC-20 Prevailing Wage Rates	37
GC-21 Project Maintenance	38
GC-22 Royalties, Patents and Copyrights	38
GC-23 Safety	38
GC-24 Schedule Notification	38
GC-25 Taxes	38
GC-26 Trench and Excavation Safety	39
GC-27 Use of Fire Hydrants	39
GC-28 Termination for Public Convenience	39 to 40

GENERAL CONDITIONS

GC-1 CERTIFICATE OF INSURANCE

The contractor, prior to the execution of the contract, shall obtain and keep in force during the performance of any and all work under this 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 and Employer's Liability:

Workers compensation insurance shall be provided according to the provisions of the Illinois Workers' Compensation Act, as amended.

Employer's Liability	
a. Each Accident	\$500,000
b. Disease - policy limit	\$500,000
c. Disease - each employee	\$500,000

Commercial General Liability:

General Aggregate Limit	\$2,000,000
Products - Completed Operations	\$2,000,000
Each Occurrence Limit	\$1,000,000

Insurance shall be written on an occurrence form and shall provide coverage for: operations of the contractor, subcontractors (if any), broad form property damage, contractual liability and the hazards of explosion, collapse and underground (if appropriate). An Umbrella policy may be used to provide excess limits over underlying policy(ies) to meet the required limits of coverage.

Commercial Automobile Liability:

Bodily Injury & Property Damage Limit Each Occurrence	\$1,000,000
---	-------------

The policy shall cover owned, non-owned and hired vehicles.

GENERAL CONDITIONS

GC-1 CERTIFICATE OF INSURANCE (Continued)

Certificate:

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 of Decatur, its officers and employees as an 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 force the required insurance.

Notice:

It shall be an affirmative obligation upon the contractor to advise the City's Representative at Fax No. (217) 424-2799 or mail to CITY ENGINEER, 1 GARY K. ANDERSON PLAZA, DECATUR, IL 62523, 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.

NOTICE: THIS CONTRACT WILL NOT BE AWARDED UNTIL THE CONTRACTOR HAS PROVIDED THE CITY WITH A CONTRACT PERFORMANCE BOND AND PROOF OF INSURANCE.

GENERAL CONDITIONS

GC-2 CLEAN UP

The Contractor shall at all times keep the premises free from accumulations of surplus excavated material, waste material or rubbish caused by their employees or work.

Upon completion of the work, the Contractor shall remove all their rubbish from and about the structures, buildings, and premises, also all their tools, equipment, scaffolding and surplus materials, and shall leave their work clean, ready for use. In case of dispute, the Owner may remove the rubbish and surplus materials and charge cost of removals to the Contractor or separate contractors, if any, in proportion to amounts determined by the Engineer to be just.

GC-3 CONSTRUCTION STAKING

The Engineer shall provide basic line and grade staking for construction. Such basic line and grade shall be limited in general to:

- (1) not more than two base lines (generally perpendicular to each other) and one bench mark for a building, a plant site or a major structure; and
- (2) centerline stakes and offset grade stakes, where applicable, at all changes in direction, manhole location, special structure, or similar critical location, together with bench marks, as may be necessary, along the line of work for utility distribution and transmission lines.

Any additional (detailed) construction staking shall be provided by the Contractor, who shall be fully responsible for transfer of data from the basic lines and grades provided by the Engineer. Detailed construction staking shall generally include such items as slope stakes, intermediate centerline stakes, additional offset grade stakes and similar work. The Contractor shall also be responsible for setting of all offsets, lines, string lines, reference points, reference grades, and similar control data required to execute the work under this contract.

The Contractor shall furnish all marking paint, stakes, hubs, lath or similar materials necessary for additional (detailed) construction staking, and shall provide manual assistance (rodmen) to assist the Engineer in checking or confirming the detailed staking, to whatever extent the Engineer deems necessary. Such checking, or the absence of it, by the Engineer shall in no way relieve the Contractor from full responsibility for the accuracy and adequacy of the detailed construction staking.

All costs of materials and labor occasioned by the Contractor's responsibilities as listed above, shall be borne by the Contractor and shall be included in the respective bid prices of the various items work.

GENERAL CONDITIONS

GC-4 CONTRACT WARRANTY

The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of substantial completion. The Contractor warrants and guarantees for a period of one (1) year from the date of substantial completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects, including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Contract Bond shall remain in full force and effect through the guarantee period.

GC-5 CONTRACTOR AVAILABILITY

At all times when work is being performed (by Contractor himself or subcontractor), the prime Contractor shall have on the job site someone in their direct employ who is capable of meeting with the Engineer and making decisions. If authorized by the Engineer, this condition may be satisfied by having a telephone number or someone who satisfies the above requirements.

GC-6 COORDINATION

Cooperation between the Contractor, City and Property Owners is imperative. The responsibility and cost to maintain access is borne by the Contractor. The costs for temporary walks and driveways if necessary are to be incidental to the related bid items unless specifically paid as a separate item.

GC-7 DUST CONTROL

As a part of their construction obligation, the Contractor shall make every reasonable effort to control dust throughout the construction area. Dirt, sand or other materials scattered over traveled areas shall be disposed of by sweeping, flushing or other appropriate measure. Temporary surfacing shall be continually maintained to avoid loose materials or dust pockets.

GC-8 ESTIMATED QUANTITIES AND LOCATION CHANGES

The quantities for this job are estimates only. These estimated quantities are used for establishing unit prices. The City reserves the right to increase, decrease, or omit any of the estimated quantities in this project. No additional compensation will be allowed for these changes.

GENERAL CONDITIONS

GC-9 FAIR EMPLOYMENT PRACTICES

The Contractor and all subcontractors hereunder must comply with the provisions of the Illinois Human Rights Commission's Rules and Regulations for public contracts and the Equal Employment Opportunity Clause as contained in the Special Conditions of the Contract.

The Contractor and all subcontractors are to make a good faith effort to comply with the Minority Participation Goals set forth in Section 28-10 of the City Code. Documentation is to be provided on all good faith efforts to comply with the participation goals. This will include, but not be limited to, entering weekly certified payroll reports, contract and subcontract information, and payment verification through **ePrismSoft**, a web-based compliance tracking software. Access to **ePrismSoft** is provided by the City of Decatur.

GC-10 INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the City of Decatur, and its officers and its employees, from and against all liability, claims, demands and expenses, including court costs and attorney fees, on account of any injury, loss or damage which arise out of or are in any manner connected with the work to be performed under this Agreement, if such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by the negligent acts, errors or omissions of the Contractor, any Subcontractor of the Contractor, or any officer employee or agent of the Contractor. The obligations of this Section shall not apply to damages which the City of Decatur shall become liable by final judgment to pay to a third party as the result of the negligent act, error or omission of the City of Decatur, its officers, employees or agent of the City of Decatur.

GC-11 INSPECTION

The Contractor shall give sufficient advance notice of placing orders to permit tests to be completed before the materials are incorporated in the work and he shall afford such facilities as the Engineer may require for collecting and forwarding samples and making inspections. All costs connected with the furnishing and testing of samples will be borne by the Contractor. Independent testing laboratories may be used provided they meet the approval of the City.

GC-12 LANE CLOSURE PERMITS

It is the Contractor's responsibility to obtain all necessary lane closure permits. Any costs incurred in obtaining these permits are to be incidental to the related contract item. Permit fees will be waived for those permits issued by the City of Decatur.

GENERAL CONDITIONS

GC-13 LIQUIDATED DAMAGES

Time is of the essence to the contract. Should the Contractor fail to complete the work within the working days stipulated in the contract or on or before the completion date stipulated in the contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the City the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the City during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work of the contract even though the work may be substantially complete. The City will deduct these liquidated damages from any monies due or to become due to the Contractor from the City.

Schedule of Deductions for Each Day of Overrun in Contract Time			
Amount Based on All Work not completed by the applicable completion date.		Daily Charges	
From More Than	To and Including	Calendar Day	Work Day
\$ 0	\$ 100,000	\$ 475	\$ 675
100,000	500,000	750	1,050
500,000	1,000,000	1,025	1,425
1,000,000	3,000,000	1,275	1,725
3,000,000	6,000,000	1,425	2,000
6,000,000	12,000,000	2,300	3,450
12,000,000	And over	6,775	9,525

When a completion date is specified, the daily charge will be made for every day shown on the calendar beyond the specified completion date. When the time limit is specified as working days, the daily charge will be made for each additional working day, computed as specified in Article 108.04 of the Standard Specifications for Road and Bridge Construction, dated April 1, 2016, published by the Illinois Department of Transportation. If contracts are awarded on the basis of a multiple bid, the contract amounts of the individual contracts comprising the multiple bid will be totaled and the daily charge shall be that required for such total amount.

GENERAL CONDITIONS

GC-14 LOCATION OF UTILITIES

Prior to commencing construction, the Contractor shall contact JULIE (1-800-892-0123), and those agencies listed below to secure utility locations and data:

City of Decatur	(JULIE Member)
Ameren	(JULIE Member)
AT&T	(JULIE Member)
Comcast Communications	(JULIE Member)

The Contractor shall be held responsible for protecting all utilities and in the event the contractor damages any of them, they shall be replaced by the Contractor to the satisfaction of the utility owner at their own expense.

GC-15 MEASUREMENT AND PAYMENT

Payment shall be made only for those items listed in the Schedule of Prices in the Contractor's proposal, except as extra work may be directed by the Engineer, in writing, during construction. Miscellaneous items of work not specifically listed in the Contractor's proposal shall be considered incidental to the contract work and the cost thereof shall be included in the appropriate contract bid item.

GC-16 METHOD OF PAYMENT

Requests for partial payment may be submitted in writing by the Contractor to the Engineer, generally on a monthly basis. Requests shall make an approximate estimate of the materials in place complete, the amount of work performed, and the value thereof, at the contract unit prices. Copies of the certified payroll for employees of the Contractor and for the respective subcontractors should be submitted through ePrismSoft. Copies of the invoices for materials and equipment actually on the job site for which payment is requested by the Contractor shall be included in the request.

The City will deduct from the amount so determined for the first 50 percent of the completed work a sum of ten percent to be retained until after the completion of the entire work to the satisfaction of the Engineer. After 50 percent or more of the work is completed, the Engineer may, at his/her discretion, certify the remaining partial payments without any further retention, provided that satisfactory progress is being made, and provided that the amount retained is not less than five percent of the total adjusted contract price. When the principal items of the work have been satisfactorily completed, a semi-final estimate may be made with the consent of the surety. Payment to the Contractor under such an estimate shall not exceed 90 percent of the amount retained after making partial payments, but in no event shall the amount retained after making the semi-final payment be less than one percent of the adjusted contract price, nor less than \$500.00. Retainage will be released to the Contractor upon satisfactory completion of the work and shall be used for necessary adjustments to the pay schedule which may result from irregularities, substitutions or changes.

GENERAL CONDITIONS

GC-16 METHOD OF PAYMENT (continued)

The failure to perform any requirement, obligation, or term of the contract by the Contractor shall be reason for withholding any progress payments until the Department determines that compliance has been achieved. Furthermore, progress payments may be reduced by liens filed pursuant to Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c).

GC-17 NO PARKING SIGNS

The Engineering Division will erect "No Parking" signs 24 hours prior to the start of work on a street, in an attempt to have all vehicles removed from the street. The City will not be held responsible for any delays due to the City having to have parked vehicles moved. The Contractor shall furnish the Engineer with suitable hardwood quality lath (drawing contained in these specifications) and a suitable quality and quantity of paint to erect "No Parking" signs, and to mark utilities. This cost will be considered incidental to the contract.

GC-18 PERMITS

It is the Contractor's responsibility to obtain all necessary permits. Any costs incurred in obtaining these permits are to be incidental to the related contract item. Permit fees will be waived for those permits issued by the City of Decatur.

GC-19 DOCUMENTATION OF EXISTING CONDITIONS

The Contractor shall provide digital video and/or detailed photographs of existing facilities along the route or area of all construction, prior to the start of such construction. Construction of this facility will generally be along street right-of-way containing trees, bushes, fences, driveways and similar items. Special attention shall be given to coverage of the entire easement and immediate adjacent areas which might be disturbed during construction.

The video and/or photographs shall be adequate to serve as a basis for comparison in determining whether the terms of the specifications with respect to replacements, restoration and/or preservation of existing surfaces have been complied with. Copy(s) of the video and/or photographs taken shall be given to the Engineer for his files. The cost for this item shall be included in the respective prices for the various items of work.

GC-20 PREVAILING WAGE RATES

The Contractor shall supply all weekly prevailing wage documentation, (weekly certified payroll) for both the prime Contractor and their subcontractors through **ePrismSoft**, an electronic web-based compliance tracking software and further comply with all State and Local rules and policies regarding Prevailing Wages. The Engineer will monitor the payroll for compliance with the applicable "prevailing wage rates" as required by the Special Conditions of this contract.

Access to ePrismSoft has been furnished by the City of Decatur. To activate access, the Prime Contractor and all subcontractors are to contact Human Capital Development at webinfo@eprismsoft.com or (309) 692-6400.

GENERAL CONDITIONS

GC-21 PROJECT MAINTENANCE

Should the City become aware of an unsafe condition existing within the scope of this project, the City will attempt to contact the Contractor to resolve the unsafe condition. However, if the City is unable to contact the Contractor's designated representative or if the Contractor fails to respond within a reasonable period, the City will perform the necessary operations and the cost for labor, equipment and materials will be deducted from the contract.

GC-22 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Engineer harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Engineer. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Engineer.

GC-23 SAFETY

The Contractor shall be responsible for the safety of all persons on the work, and shall exercise all necessary precautions and furnish necessary material to provide for the safety and protection of all persons on the work. The Contractor shall comply with the safety provisions of applicable building codes, Municipal, County, State and Federal, and provisions of the Occupational Safety and Health Act of 1970, and the standards established thereunder.

The Contractor is solely responsible for any and all procedures, methods, structures or equipment submitted or employed. The acceptance thereof shall not in any manner relieve the Contractor of any liability whatsoever on account of any procedures or methods employed by them, or due to any failure or movement of any structures or equipment furnished by them.

GC-24 SCHEDULE NOTIFICATION

It shall be the responsibility of the Contractor to notify the Engineering Division, in writing, of the schedule of street closures for the following week. The Engineering Division will notify the local media and return a copy of the approved closure permit and media release to the Contractor.

This work shall be considered as incidental to the contract and no additional compensation will be allowed.

GC-25 TAXES

Pursuant to Department of Revenue, Illinois Retailer's Occupation Tax Rule 15(4), sales of materials for incorporation into Owner's real estate are exempt from retailer's occupation tax and use tax. However, sales of tools, fuel, lumber for forms, and other end use or consumption items which are not incorporated into Owner's real estate are taxable sales.

GENERAL CONDITIONS

GC-26 TRENCH AND EXCAVATION SAFETY

The Contractor will comply with all Federal, State and City laws, regulations and procedures governing trench and excavation safety. In no case will trench / excavation protection be less than the standards and regulations established by the “Department of Labor, Occupational Safety and Health Administration 29 CFR Part 1926, Occupational Safety and Health Standards - Excavations; Final Rule.”

For trench depths of 5 feet or more, the Contractor shall provide trench protection accordance with the applicable standards and regulations cited. Prior to the commencement of any excavation or trenching activity with anticipated depths of 5 feet or more, the Contractor shall provide to the Engineer, in writing, his procedures for fulfilling the safety requirements for trench / excavation protection. The written statement will include the name and credentials of the competent person, employed by the contractor, who is responsible for trench / excavation safety on the job site.

GC-27 USE OF FIRE HYDRANTS

Prior to any use of fire hydrants by the Contractor, a permit shall be obtained from the Water Services Division in accordance with Sections 20 and 23 of Chapter 64 of the City Code. Water Services Division is located at 2600 North Jasper Street; phone, 217-875-5705. The permit will be issued at no charge to the Contractor.

GC-28 TERMINATION FOR PUBLIC CONVENIENCE

The City may, by written order, terminate the contract or any portion thereof after determining that for reasons beyond either City or Contractor control, the Contractor is prevented from proceeding with or completing the work as originally contracted for, and that termination would, therefore, be in the public interest. Such reasons for termination may include, but need not be necessarily limited to, Executive Orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of materials, orders from duly constituted authorities relating to energy conservation, cessation of funding from third parties and restraining orders or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor.

When contracts, or any portion thereof, are definitely terminated or cancelled, and the Contractor released before all items of work included in his/her contract have been completed, payment will be made for the actual number of units of items of work completed at contract unit prices, or as specified for partially completed items, and no claims for loss of anticipated profits will be considered. Reimbursement for organization of the work and moving equipment to and from the job will be considered where the volume of the work completed is too small to compensate the Contractor for these expenses under the contract unit prices, the intent being that an equitable settlement will be made with the Contractor.

GENERAL CONDITIONS

GC-28 TERMINATION FOR PUBLIC CONVENIENCE (continued)

Acceptable materials, obtained by the Contractor for the work, that have been inspected, tested and accepted by the Engineer, and that are not incorporated in the work may, at the option of the Engineer, be purchased from the Contractor at actual costs as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Engineer.

Termination of a contract, as stated above, will not relieve the Contractor or his/her surety of the responsibility of replacing defective work as required by the contract.

END OF GENERAL CONDITIONS

SPECIAL CONDITIONS

INDEX

<u>Title</u>	<u>Page</u>
Index	41
SC-1 Prevailing Wage Rates	42 to 50
SC-2 Fair Employment Practices	51 to 52

SC-1 PREVAILING WAGE RATES

CITY OF DECATUR
 NOTICE TO CONTRACTORS
PREVAILING WAGE ACT

In submitting your bid or proposal for a public works project for the City of Decatur that is being paid for wholly or in part out of public funds, or providing services to the City of Decatur, the following shall apply to ensure the City is in compliance with the Illinois Prevailing Wage Act.

1. The Contractor shall not pay less than the prevailing rate of wages to all laborers, workmen and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works.
2. Any and all contractors and subcontractors bonds required by the City of Decatur for your specific project must contain a provision as will guarantee the faithful performance of the Prevailing Wage Act.
3. Any and all contracts or agreements entered into with the contractor or any subcontractor shall also comply with the provisions of the Prevailing Wage Act and contain a stipulation in any bid specifications or contracts requiring compliance with the Act.
4. A copy of the relevant prevailing wage rates shall be posted at a location on the project site that is easily accessible by workers.
5. All contractors and subcontractors must create and keep for a minimum of three (3) years, records of all laborers, mechanics and other workers employed by them on the project. The records shall include:
 - a. Each worker's name, address, telephone number when available, social security number and classification or classifications;
 - b. The number of hours worked each day; and,
 - c. The starting and ending time of work each day.
6. All contractors and subcontractors must submit to the City of Decatur certified payroll records every month consisting of a complete copy of the records required to be kept above except for the start and end times.
7. The certified payroll records for both the prime Contractor and their subcontractors should be entered into ePrismSoft, an electronic web-based compliance tracking software. Access to ePrismSoft has been furnished by the City of Decatur. To activate access, the Prime Contractor and all subcontractors are to contact Human Capital Development at webinfo@eprismsoft.com or (309) 692-6400.

SPECIAL CONDITIONS

8. The certified payroll records must contain a statement signed by the contractor and all subcontractors averring that:
 - a. The certified payroll records submitted are true and accurate;
 - b. The hourly rate paid to each worker is not less than the general prevailing wage rate required; and,
 - c. They are aware and acknowledge that filing certified payroll records they know to be false is a Class B misdemeanor.
9. Certified payroll records submitted to the City of Decatur shall be considered public records pursuant to the Illinois Freedom of Information Act except for employees' addresses, phone numbers and social security numbers.
10. If the Illinois Department of Labor revises the prevailing rate of hourly wages, the revised rate shall comply.
11. Payment to the contractor or any and all subcontractors is expressly conditioned upon strict compliance of the Act, including, but not limited to submittal of certified payroll records.
12. This Notice is not intended to be relied upon by contractors or subcontractors. You should review the Prevailing Wage Act to ensure your compliance and consult with an attorney of your own choosing.

SPECIAL CONDITIONS

This contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s web site. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage requirements and notice and record keeping duties.

SPECIAL CONDITIONS

Macon County Prevailing Wage for August, 2018

Trade Title	Region	Type	Class	Base Wage	Foreman Wage	M-F OT	OSA	OSH		H/W	Pension	Vacation	Training	
ASBESTOS ABT-GEN	All	BLD		30.89	32.14	1.5	1.5	2	2	6.3	15.58	0	0.9	0
ASBESTOS ABT-MEC	ALL	BLD		31.56	32.56	1.5	1.5	2	2	8.25	3	0	0	0
BOILERMAKER	All	BLD		37	39.5	1.5	1.5	2	2	7.07	23.72	1.5	1.05	0
BRICK MASON	All	BLD		31.72	33.31	1.5	1.5	2	2	9.1	13.96	0	0.85	0
CARPENTER	All	BLD		32.24	34.49	1.5	1.5	2	2	8.55	17.5	0	0.54	0
CARPENTER	All	HWY		33.3	35.05	1.5	1.5	2	2	8.55	17.5	0	0.6	0
CEMENT MASON	All	BLD		32.12	33.1	1.5	1.5	2	2	6.3	16.3	0	0.61	0
CEMENT MASON	All	HWY		31		1.5	1.5	2	2	6.3	16.3	0	0.63	0
CERAMIC TILE FNSHER	All	BLD		31.03	31.03	1.5	1.5	2	2	9.1	10.29	0	0.15	0
ELECTRIC PWR EQMT OP	All	ALL		45.09	56.52	1.5	1.5	2	2	7.1	12.62	0	0.45	0
ELECTRIC PWR GRNDMAN	All	ALL		30.81	56.52	1.5	1.5	2	2	6.67	8.62	0	0.31	0
ELECTRIC PWR LINEMAN	All	ALL		50.11	56.52	1.5	1.5	2	2	7.25	14.03	0	0.5	0
ELECTRIC PWR TRK DRV	All	ALL		32.32	56.52	1.5	1.5	2	2	6.72	9.05	0	0.32	0
ELECTRICIAN	All	BLD		37	40.7	1.5	1.5	2	2	7.4	10.36	0	0.56	0
ELECTRONIC SYS TECH	All	BLD		32.73		1.5	1.5	2	2	6.95	5.56	1.31	0.4	0
ELEVATOR CONSTRUCTOR	All	BLD		44.78	50.38	2	2	2	2	15.43	16.61	3.58	0.61	0
GLAZIER	All	BLD		35.91		1.5	1.5	2	2	6.25	10.2	0	0.68	0
HT/FROST INSULATOR	All	BLD		38.7	39.7	1.5	1.5	2	2	10.26	12.21	3.9	0.7	0
IRON WORKER	E	ALL		32.86	34.76	1.5	1.5	2	2	11.14	12.09	0	1.11	0
IRON WORKER	W	BLD		31.64	33.64	1.5	1.5	2	2	9.82	15.16	0	0.7	0
IRON WORKER	W	HWY		32.52	39.58	1.5	1.5	2	2	9.61	15.14	0	0.7	0
LABORER	All	BLD		28.39	29.64	1.5	1.5	2	2	6.3	16.87	0	0.8	0
LABORER	All	HWY		29.65	30.65	1.5	1.5	2	2	6.3	17.88	0	0.8	0

SPECIAL CONDITIONS

LATHER	All	BLD		32.24	34.49	1.5	1.5	2	2	8.55	17.5	0	0.54	0
MACHINIST	All	BLD		48.38	50.88	1.5	1.5	2	2	7.23	8.95	1.85	1.47	0
MARBLE FINISHERS	ALL	BLD		30.7	30.7	1.5	1.5	2	2	8.57	9.94	0	0.1	0
MARBLE MASON	All	BLD		31.72	33.31	1.5	1.5	2	2	9.1	13.96	0	0.85	0
MILLWRIGHT	All	BLD		32.24	34.49	1.5	1.5	2	2	8.55	17.96	0	0.54	0
MILLWRIGHT	All	HWY		34.98	36.73	1.5	1.5	2	2	8.55	18.52	0	0.52	0
OPERATING ENGINEER	All	BLD	1	36.79		1.5	1.5	2	2	11.3	10.6	0	2.05	0
OPERATING ENGINEER	All	BLD	2	34.32	38.36	1.5	1.5	2	2	11.3	10.6	0	2.05	0
OPERATING ENGINEER	All	BLD	3	30.53	38.36	1.5	1.5	2	2	11.3	10.6	0	2.05	0
OPERATING ENGINEER	All	BLD	4	38.36	38.36	1.5	1.5	2	2	11.3	10.6	0	2.05	0
OPERATING ENGINEER	All	HWY	1	42.77		1.5	1.5	2	2	11.3	10.6	0	2.05	0
OPERATING ENGINEER	All	HWY	2	42.3		0	0	0	0	10.6	9.75	0	1.75	0
OPERATING ENGINEER	All	HWY	3	31.09		1.5	1.5	2	2	8.5	8.25	0	2.34	4.86
OPERATING ENGINEER	All	HWY	4	44.38	0	1.5	1.5	2	2	11.3	10.6	0	2.05	0
OPERATING ENGINEER	All	O&C		34.22	0	1.5	1.5	2	2	11.3	10.6	0	2.05	0
PAINTER	All	ALL		31.25		1.5	1.5	2	2	6.3	12.3	0	1.21	0
PAINTER OVER 30FT	All	ALL		32	39	1.5	1.5	1.5	2	10.55	8.2	0	1.25	0
PAINTER PWR EQMT	All	ALL		29.75	31.25	1.5	1.5	2	2	6.3	12.3	0	0.7	0
PILEDRIIVER	All	BLD		33.24	35.49	1.5	1.5	2	2	8.55	17.5	0	0.54	0
PILEDRIIVER	All	HWY		33.3	35.05	1.5	1.5	2	2	8.55	17.5	0	0.52	0
PIPEFITTER	All	BLD		37.97	41.97	1.5	1.5	2	2	7.25	10.51	0	1.11	0
PLASTERER	ALL	BLD		30	32	1.5	1.5	2	2	8.4	17.74	0	0.8	0
PLUMBER	All	BLD		37.97	41.97	1.5	1.5	2	2	7.25	10.51	0	1.39	0
ROOFER	All	BLD		28.57	31.59	1.5	1.5	2	2	10.8	8.66	0	0.65	0
SHEETMETAL WORKER	All	BLD		33.11	36.11	1.5	1.5	2	2	9.2	15.13	0	0.7	0
SPRINKLER FITTER	All	BLD		42.87	45.62	1.5	1.5	2	2	8.67	9.55	0	0.52	0
STONE MASON	All	BLD		31.72	33.31	1.5	1.5	2	2	9.1	13.96	0	0.85	0
TERRAZZO FINISHER	ALL	BLD		30.7	30.7	1.5	1.5	2	2	8.57	9.94	0	0.1	0
TERRAZZO MASON	ALL	BLD		32.2	32.2	1.5	1.5	2	2	8.57	9.94	0	0.1	0

SPECIAL CONDITIONS

TILE MASON	All	BLD		32.53	32.53	1.5	1.5	2	2	9.1	10.29	0	0.15	0
TRUCK DRIVER	All	ALL	1	37.16	41.17	1.5	1.5	2	2	12.65	6.35	0	0.25	0
TRUCK DRIVER	All	ALL	2	37.69		1.5	1.5	2	2	12.65	6.35	0	0.25	0
TRUCK DRIVER	All	ALL	3	37.98	41.17	1.5	1.5	2	2	12.65	6.35	0	0.25	0
TRUCK DRIVER	All	ALL	4	38.3	41.17	1.5	1.5	2	2	12.65	6.35	0	0.25	0
TRUCK DRIVER	All	ALL	5	39.32	41.17	1.5	1.5	2	2	12.65	6.35	0	0.25	0
TRUCK DRIVER	All	O&C	1	29.73	32.94	1.5	1.5	2	2	12.65	6.35	0	0.25	0
TRUCK DRIVER	All	O&C	2	30.15		1.5	1.5	2	2	12.65	6.35	0	0.25	0
TRUCK DRIVER	All	O&C	3	30.38	32.94	1.5	1.5	2	2	12.65	6.35	0	0.25	0
TRUCK DRIVER	All	O&C	4	30.64		1.5	1.5	2	2	12.65	6.35	0	0.25	0
TRUCK DRIVER	All	O&C	5	31.46	32.94	1.5	1.5	2	2	12.65	6.35	0	0.25	0
TUCKPOINTER	All	BLD		31.72	33.31	1.5	1.5	2	2	9.1	13.96	0	0.85	0

Legend

M-F OT Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OSA Overtime pay required for every hour worked on Saturdays

OSH Overtime pay required for every hour worked on Sundays and Holidays

H/W Health/Welfare benefit

Explanations MACON COUNTY

IRON WORKERS (WEST) - West of a straight line just east of Route 51 to the southeast corner where Shelby, Macon and Moultrie counties meet. The following list is

considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

SPECIAL CONDITIONS

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vector trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work. TRUCK DRIVER

- OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

SPECIAL CONDITIONS

OPERATING ENGINEERS - BUILDING

CLASS 1. Asphalt Screed Man; Asphco Concrete Spreaders; Asphalt Pavers; Asphalt Plant Engineer; Asphalt Rollers on Bituminous Concrete; Athey Loaders; Backfillers, Crane Type; Backhoes; Barber Green Loaders; Bulldozers; Cableways; Cherry Pickers; Clam Shells; C.M.I. & similar type autograde formless paver, autograde placer & finisher; Concrete Breakers; Concrete Pumps; Derricks; Derrick Boats; Draglines; Earth Auger or Boring Machines; Elevating Graders; Engineers on Dredges; Gravel Processing Machines; Head Equipment Greaser; High Lifts or Fork Lifts; Hoists with two or more drums or two or more load lines; Locomotives, All; Mechanics; Motor Graders or Auto Patrols; Operators or Leverman on Dredges; Operators, Power Boat; Operators, Pug Mill (Asphalt Plants); Orange Peels; Overhead Cranes; Paving Mixers; Piledrivers; Pipe Wrapping and Painting Machines; Pushdozers, or Push Cats; Robotic Controlled Equipment in this Classification; Rock Crushers; Ross Carrier or Similar Machines; Rotomill; Scoops, Skimmer, two cu. yd. capacity and under; Scoops, All or Tournapull; Sheep-Foot Roller (Self Propelled); Shovels; Skid Steer; Skimmer Scoops; Temporary Concrete Plant Operators; Test Hole Drilling Machines; Tower Machines; Tower Mixers; Track Type End Loaders; Track Type Fork Lifts or High Lifts; Track Jacks and Tampers; Tractors, Sideboom; Trenching or Ditching Machine; Tunnelluggers; Vermeer Type Saws; Water Blaster Cutting Head; Wheel Type End Loaders; Winch Cat.

CLASS 2. Air Compressors (six to eight)*; Asphalt Boosters and Heaters; Asphalt Distributors; Asphalt Plant Fireman; Oiler on Two Paving Mixers When Used in Tandem; Boom or Winch Trucks; Bull Floats or Flexplanes; Concrete Finishing Machine; Concrete Saws, Self-Propelled; Concrete Spreading Machines; Conveyors (six to eight)*; Generators (six to eight)*; Gravel or Stone Spreader, Power Operated; Hoist (with One Drum and One Load Line); Light Plants (six to eight)*; Mechanical Heaters (six to eight)*; Mud Jacks; Post Hole Digger, Mechanical; Pug Mills when used for other than Asphalt operation; Robotic Controlled Equipment in this Classification; Road or Street Sweeper, Self-Propelled; Rollers (except bituminous concrete); Seaman Tiller; Straw Machine; Vibratory Compactor; Water Blaster, Power Unit; Welding Machines (six to eight)*; Well Drill Machines.

CLASS 3. Air Compressors(one to five)*; Air Compressors, Track or Self-Propelled; Automatic Hoist; Building Elevators; Bulk Cement Batching Plants; Conveyors (one to five)*; Concrete Mixers (Except Plant, Paver, or Tower); Firemen; Generators (one to five)*; Greasers; Helper on Single Paving Mixer; Hoist, Automatic; Light Plants (one to five)*; Mechanic Helpers; Mechanical Heaters (one to five)*; Oilers; Power Form Graders; Power Sub-Graders; Robotic Controlled Equipment in this Classification; Scissors Hoist; Tractors without power attachments regardless of size or type; Truck Crane Oiler and Driver (1 man); Vibratory Hammer (power source); Water Pumps (one to five)*; Welding Machines (1/300 Amp. or over)*; Welding machines (one to five)*

CLASS 4. Lattice Boom Crawler Cranes; Lattice Boom Truck Cranes; Telescopic Truck-Mounted Cranes; Tower Cranes.

* Combinations of one to eight of any Air Compressors, Conveyors, Welding Machines, Water Pumps, Light Plants, or Generators shall be in batteries or within 400 feet and shall be paid as per the Classification Schedule contained in this Article.

OPERATING ENGINEERS - HIGHWAY

CLASS 1. Asphalt Screed Man; Asphco Concrete Spreaders; Asphalt Pavers; Asphalt Plant Engineer; Asphalt Rollers on Bituminous Concrete; Athey Loaders; Backhoes; Barber Green Loaders; Bulldozers; Cableways; Carry Deck Pickers; Cherry Pickers (Rough Terrain); C.M.I. & similar type- autograde formless paver, autograde placer & finisher; Concrete Breakers; Concrete Plant Operators; Concrete Pumps; Derricks; Derrick Boats; Dewatering Systems; Earth Auger or Boring Machines; Elevating Graders; Engineers on Dredges; Gravel Processing Machines; Grout Pump; Head Equipment Greaser; High Lifts or Fork Lifts; Hoists with two or more drums or two or more load lines; Hydro Jet or Hydro Laser; Locomotives, All; Mechanics; Motor Graders or Auto Patrols; Multi-Point Power Lifting Equipment; Operators or Leverman on Dredges; Operators, Power Boat; Operators, Pug Mill (Asphalt Plants); Overhead Cranes; Paving Mixers; Piledrivers; Pipe Wrapping and Painting Machines; Push-dozers, or Push Cats; Robotic Controlled Equipment in this Classification; Rock Crushers; Ross Carrier or Similar Machines; Roto-Mill; Scoops, Skimmer, two cu.

SPECIAL CONDITIONS

yd. capacity and under; Sheep-Foot Roller (Self Pro-pelled); Shovels; Skid Steer; Skimmer Scoops; Test Hole Drilling Machines; Tower Machines; Tower Mixers; Track Type End Loaders; Track Type Fork Lifts or High Lifts; Track Jacks and Tampers; Tractors, Side-boom; Trenching or Ditching Machine; Tunnelluggers; Vermeer-Type Saws; Wheel Type End Loaders; Winch Cat; Scoops, All or Tournapull.

CLASS 2. Air Compressors (six to eight)*; Articulated Dumps; Asphalt Boosters and Heaters; Asphalt Distributors; Asphalt Plant Fireman; Boom or Winch Trucks; Building Elevators; Bull Floats or Flexplanes; Concrete Finishing Machine; Concrete Saws, Self-Propelled; Concrete Spreading Machines; Conveyors (six to eight)*; Generators (six to eight)*; Gravel or Stone Spreader, Power Operated; Hoist, Automatic; Hoist with One Drum and One Load Line; Light Plants (six to eight)*; Mechanical Heaters (six to eight)*; Mud Jacks; Off Road Water Wagons; Oiler on Two Paving Mixers When Used in Tandem; Post Hole Digger, Mechanical; Robotic Controlled Equipment in This Classification; Road or Street Sweeper, Self-Propelled; Rollers (except bituminous concrete); Scissor Hoist; Sea-man Tiller; Straw Machine; Vibratory Compactor; Water Pumps (six to eight)*; Well Drill Machines.

CLASS 3. Air Compressors (one to five)*; Air Compressors, Track or Self-Propelled; Bulk Cement Batching Plants; Conveyors (one to five)*; Concrete Mixers (Except Plant, Paver, or Tower); Firemen; Generators (one to five)*; Greasers; Helper on Single Paving Mixer; Light Plants (one to five)*; Mechanic Helpers; Mechanical Heaters (one to five)*; Oilers; Power Form Graders; Power Sub-Graders; Pug Mills when used for other than Asphalt operation; Robotic Controlled Equipment in This Classification; Tractors without power attachments, regardless of size or type; Truck Crane Oiler and Driver (1 man); Vibratory Hammer (power source); Water Pumps (one to five)*; Welding Machines (one 300 Amp. or over)*; Welding Machines (one to five)*.

CLASS 4. Lattice Boom Crawler Crane; Lattice Boom Truck Crane; Telescopic Truck- Mounted Crane; Tower Crane.

*Combinations of one to eight of any Air Compressors, Conveyors, Welding Machines, Water Pumps, Light Plants or Generators shall be in batteries or within 400 feet and shall be paid as per the Classification Schedule contained in this Article.

OPERATING ENGINEER - OIL AND CHIP RESEALING ONLY.

This shall encompass the operation of all motorized heavy equipment used in oil and chip resealing, including but not limited to operating self- propelled chip spreaders, and all types of rollers (both hard and rubber tired); and other duties pertaining to the operation or maintenance of heavy equipment related to oil & chip resealing.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

SPECIAL CONDITIONS

SC-2 FAIR EMPLOYMENT PRACTICES

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

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

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

SPECIAL CONDITIONS

SC-2 FAIR EMPLOYMENT PRACTICES (Continued)

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

END OF SPECIAL CONDITIONS

SPECIAL PROVISIONS
AND
STANDARD SPECIFICATIONS

INDEX

<u>Title</u>	<u>Page</u>
Index	53
Special Provisions	53 to 58
SP-1 Description of Work.....	54
SP-2 Construction Schedule and Completion Date	54
SP-3 Hot Mix Asphalt Mixture Requirements.....	54
SP-4 Truck Loading to Reduce Mix Segregation	55
SP-5 Bituminous Materials (Tack Coat).....	55
SP-6 Traffic Control	55 to 56
SP-7 Restoration and Seeding.....	56
SP-8 Sediment Control and Inlet Protection	56
SP-9 Schedule of Work.....	56
SP-10 Remove & Reinstall Parking Blocks.....	57
SP-11 Stamped Portland Cement Concrete Pavement 8” (Jointed)..	57
SP-12 42 Inch, 9 Gauge Chain Link Fence (Vinyl Coated Brown)..	57
SP-13 Bollards	58
SP-14 Alterations, Cancellations, Extensions, Deductions and Extra Work	58
SP-15 Contractor Payments	58
Supplemental Specifications	59 to 62
Designs, Details and Standard Drawings.....	

CITY OF DECATUR
SPECIAL PROVISIONS

The following Standard Specifications shall be used for this project unless otherwise amended by the special provisions of this Section:

The Illinois Department of Transportation (IDOT) "Standard Specifications for Road and Bridge Construction", current edition.

The City of Decatur, Department of Public Works, Engineering Division "Construction Standards", dated January 1, 2003.

"Standard Specifications for Water and Sewer Main Construction in Illinois", current edition.

The "Illinois Urban Manual" current version in effect on the date of invitation for bids.

SP-1 DESCRIPTION OF WORK

The proposed improvement, Lake Office Parking and Pier Improvement, designated as City Project 2018-36, consists of repaving the parking lot north of the City's Lake Office and reconstructing its concrete pier with stamped and non-stamped concrete.

The work includes sidewalk work, fencing, utility work, and pavement striping.

SP-2 CONSTRUCTION SCHEDULE AND COMPLETION DATE

A completion date of **May 17, 2019**, has been established for this contract as set forth in Section 108 of the Standard Specifications for Road and Bridge Construction to complete all work identified in this contract. All applicable provisions of Section 108 shall apply.

SP-3 HOT MIX ASPHALT MIXTURE REQUIREMENTS

Mixture Use	Class D Patches	Surface, Level Binder (See Typical) & Incidental	Surface	HMA Binder Course
AC / PG	PG 64-22*	PG 64-22	PG 64-22*	PG 64-22*
Design Air Voids	4.0% @ Ndes = 50	4.0% @ Ndes = 50	4.0% @ Ndes = 50	4.0% @ Ndes = 50
Mix Comp (Gradation)	IL 19.0	IL 9.5	IL 9.5	IL-19.0
Friction Aggregate	N.A.	Mix C	Mix D	N.A.

* If 20% or more RAP is used, PG 58-22 binder will be required.

CITY OF DECATUR
SPECIAL PROVISIONS

SP-4 TRUCK LOADING TO REDUCE MIX SEGREGATION

Description: The mix is to be dumped into the haul truck in mass. Prior to loading, enough mix is to be in the bin or silo to load the truck. The truck is to be loaded in a maximum of three dumps. The initial load is to be in the rear 1/3 of the truck, the second dump in the front 1/3 of the truck and the final dump in the middle.

Basis of Payment: This work will not be paid for separately but will be considered included in the contract.

SP-5 BITUMINOUS MATERIALS (TACK COAT)

Description: This work will consist of utilizing bituminous materials in accordance with Section 406.02 of the Standard Specifications and as modified herein. The Bituminous Material allowed as prime on brick, concrete, bituminous or aggregate bases shall be CSS-1h or RC-70.

Basis of Payment: All labor and materials necessary to comply with this specification will be paid for at the contract unit price per POUND for BITUMINOUS MATERIALS (TACK COAT).

SP-6 TRAFFIC CONTROL

Description: Traffic control shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Devices for Streets and Highways, these Standard Specifications, and any special details and Highway Standards contained herein and in the plans.

Special attention is called to Articles 107.09 and 107.14 and Sections 701, 702, and 703 of the Standard Specifications for Road and Bridge Construction and the following highway standards relating to traffic control:

Highway Standards: 701901 780001

In the event that it is necessary to close the lane and/or street, the Engineer shall be consulted to obtain permission at least 48 hours in advance of the proposed lane and/or street closing. **All appropriate lane closure permits shall be filed with the Engineering and Infrastructure Department prior to any street / lane closures.** In addition, at the end of every work day the lane and/or street shall be opened to local traffic unless approved by the Engineer. It shall be the responsibility of the Contractor to notify all forms of local media of the schedule of street closures for the following week, after approval by the Engineer. A list of the media to be notified along with their fax numbers will be provided by the Engineering Division. A copy of the notification will also be provided to the Engineer.

CITY OF DECATUR
SPECIAL PROVISIONS

SP-6 TRAFFIC CONTROL (CONTINUED)

All additional traffic control as required in the standard details that are not specifically provided for herein will be considered as included with the various pay items requiring traffic control.

The Engineering Division will erect "No Parking" signs 24 hours prior to the start of work on a street, in an attempt to have all vehicles removed from the street. The City will not be held responsible for any delays due to the City having to have parked vehicles moved. The Contractor shall furnish the Engineer with suitable hardwood quality lath for the installation of temporary "No Parking" signs.

Basis of Payment: All labor and materials necessary to comply with this special provision will not be paid for separately but will be included with the related work items.

SP-7 RESTORATION AND SEEDING

Description: Existing grass areas disturbed by construction or removal of the various work items under this contract shall be restored by properly filling and grading all disturbed areas with soil that is properly prepared for seed application and then seeding and mulching the area in accordance with Sections 250 and 251 of the Standard Specifications for Class 1A Seeding and Method 1 or Method 3 Mulching as directed by the Engineer. Fertilizer will not be required.

Basis of Payment: Cost of the work will not be paid for separately but shall be considered as included with the various work items involved.

SP-8 SEDIMENT CONTROL AND INLET PROTECTION

Description: Care should be used to help minimize any sediment or other fine materials leaving the job site. Sediment shall not be left anywhere where it can wash out into the Lake or into any inlets without proper protection. A concrete washout area must be designated and follow the standards of the Illinois Urban Manual.

Basis of Payment: Cost of the work will not be paid for separately but shall be considered as included with the various work items involved.

SP-9 SCHEDULE OF WORK

Description: The General Contractor and All Sub-Contractors shall furnish in writing, or electronic form, a weekly schedule by 12:00 P.M., Thursday, prior to the week being scheduled, so all media, safety services and other City of Decatur Divisions can be notified. All work shall be approved by the Engineer.

Basis of Payment: Cost of the work will not be paid for separately but shall be considered as included with the various work items involved.

CITY OF DECATUR
SPECIAL PROVISIONS

SP-10 REMOVE & REINSTALL PARKING BLOCKS

Description: This work will consist of removing the parking blocks that are in the location shown on the site plan and replacing them with new concrete parking blocks. The parking blocks shall be secured to the pavement.

Basis of Payment: All labor and materials necessary to comply with this specification will be paid for at the contract unit price per EACH for REMOVE & REINSTALL PARKING BLOCKS.

SP-11 STAMPED PORTLAND CEMENT CONCRETE PAVEMENT 8" (JOINTED)

Description: This work will consist of finishing the concrete along the pier with a stamped pattern in the locations shown in the site plan and typical cross section. The Contractor shall obtain the stamps at the City of Decatur Municipal Services Center at 2600 N. Jasper Street in Decatur at no cost to the Contractor. The surface shall be stamped to the full depth of the stamp and there shall be a seamless appearance between the stamps. Joints shall be cut along the "grout lines" of the stamped pattern. Seal the exposed surfaces not less than 30 days after concrete is poured. A uniform coat of sealer shall be applied to a clean surface. After a minimum of 8 hours, apply a second coat of sealer.

Basis of Payment: All labor and materials necessary to comply with this specification will be paid for at the contract unit price per SQUARE YARD for STAMPED PORTLAND CEMENT CONCRETE PAVEMENT 8" (JOINTED).

SP-12 42 INCH, 9 GAUGE CHAIN LINK FENCE (VINYL COATED BROWN)

Description: This work will consist of installing a new fence and gates that looks similar to the existing fence with the exception that it will be vinyl coated brown. The fence shall be 42 inch, 9 gauge chain link fence with a 1-5/8" schedule 40 top rail. A 5 foot walk gate and 13 foot swing gate is also needed. The existing fence will be removed by others. A picture of the existing fence is included.

Basis of Payment: All labor and materials necessary to comply with this specification will be paid for at the contract unit price per FOOT for 42 INCH, 9 GAUGE CHAIN LINK FENCE (VINYL COATED BROWN).

CITY OF DECATUR
SPECIAL PROVISIONS

SP-13 BOLLARDS

Description: This work will consist of furnishing and installing 8 inch diameter steel pipe bollards, 48" tall measured from the pavement surface, with a minimum of 1/8" wall thickness. The bollards shall be set straight and true and set in concrete. Pipe shall be filled with concrete and strike level across the top of the pipe. Cover the pipes with a yellow sleeve provided by the manufacturer of the bollards and ensure the sleeve fits tightly.

Basis of Payment: All labor and materials necessary to comply with this specification will be paid for at the contract unit price per EACH for BOLLARDS.

SP-14 ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK

Description: All contractors shall include the unit price and extension amount provided on the bid proposal form as a part of their Bid. The funds established in this item shall only be used by the City of Decatur in the event alterations, cancellations, extensions, deductions, or extra work on the project is required.

Basis of Payment: All alterations, cancellations, extensions, deductions, or extra work shall be completed and paid for in accordance with Section 104.02 of the Standard Specifications for Road and Bridge Construction.

SP-15 CONTRACTOR PAYMENTS

Progress payments to the Contractor shall be made not more than monthly. Payment will be made to the Contractor within 45 days of approval by the Engineer.

**END
CITY OF DECATUR
SPECIAL PROVISIONS**

SUPPLEMENTAL SPECIFICATIONS

SUPPLEMENTAL SPECIFICATIONS FOR

SECTION 105. CONTROL OF WORK

This Supplemental Specification amends the provisions of the Illinois Department of Transportation "Standards and Specifications for Road and Bridge Construction", adopted April 1, 2016 and shall be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

105.07 Cooperation with Utilities. Revise the fourth paragraph of subparagraph (a) of this Article to read:

“The Contractor shall be responsible for requesting all utility owners to field locate their facilities which may interfere with construction operations in both horizontal and vertical alignment. The utility owners are to be given reasonable notice by the Contractor before field location is needed. On request, the Engineer may make an inspection to verify that the utility company has field located its facilities but will not assume responsibility for the accuracy of such work. The Contractor shall be responsible for maintaining the excavations or markers provided by the utility owners. This field location procedure may be waived if the utility owner has stated in writing to the Contractor and the Engineer it is satisfied the construction plans are sufficiently accurate. If the utility owner does not submit such statement, and they do not locate their facilities in both horizontal and vertical alignment, the Contractor shall, in writing, advise the Engineer. The Engineer may authorize the Contractor to proceed to locate the facilities in the most economical and reasonable manner. The Contractor will be paid according to Article 213 or Article 109.04 for such locations.”

105.12 Inspection of Work. Hereby amended to include for this project as follows:

“The Contractor shall give adequate advance notice of placing orders to permit tests to be completed before the materials are incorporated in the work and the Contractor shall afford such facilities as the Engineer may require for collecting and forwarding samples and making inspections. All costs associated with the furnishing and testing of samples will be borne by the Contractor. Independent testing laboratories may be used subject to the approval of the Engineer.

SUPPLEMENTAL SPECIFICATIONS FOR

SECTION 440. REMOVAL OF EXISTING PAVEMENT AND APPURTENANCES

440.04 HMA Surface Removal for Subsequent Resurfacing. Add the following paragraphs to this Article:

“The pavement removal process described in this Article shall be used for bituminous, brick and portland cement concrete pavements.”

“The milling typically consists of milling off the existing surface to a specified depth. Additionally, where brick is the underlying material, it will be necessary to mill to the top of the bricks or to sound asphalt. Any unsound material remaining on the bricks after milling shall be removed at the Contractor's expense.”

“The milling shall extend to the face of curb or to the edge of the gutter pan and the remaining surface is to be uniform in grade and profile; void of loose or thin layers of material resulting in potential raveling type deterioration; and deformities resulting in an uneven finished surface.”

“After the milling operation, the Contractor shall remove all loosened material from the street. Prior to reopening the street to traffic, the street surface shall be swept with a mechanical sweeper. Road type brooms will not be allowed for this purpose unless approved by the Engineer. The Contractor shall take all necessary precautions during cleaning operations to avoid displacing the loosened material onto areas adjoining the street and the dispersion of dust. All material removed shall be considered the property of the Contractor and disposed of by the Contractors at their expense.”

“The Contractor shall control their milling operations such that areas milled shall be overlaid with the specified finished surface course within 5 working days after the area has been cold milled. The Contractor shall after milling place a 3-foot minimum width of asphalt concrete pavement transition adjacent to gutters, cross gutters, and structures and at existing traverse joint lines where the offset is in excess of 1 inch and/or it is necessary to protect the joint line from being damaged by traffic and/or the Contractor's operations. The Contractor shall at locations, after temporary transitions are constructed, where manhole frames, water valve boxes or similar type structures are in excess of two (2) inches above or below the cold milled surface shall place temporary traffic control devices to protect the structure from motorists. Pavement transitions will not be required if the specified finish surface course is to be placed within 24 hours of the cold milling operation.”

**SUPPLEMENTAL SPECIFICATIONS
FOR**

**SECTION 440. REMOVAL OF EXISTING PAVEMENT AND APPURTENANCES
(Continued)**

440.07 Method of Measurement. Delete the second paragraph of subparagraph (b) of this Article and insert the following paragraphs between the first and third paragraphs of this Article:

“HMA surface removal for subsequent resurfacing will be measured for payment in place, from outside edge to outside edge of the milled surface, and the area computed in square yards.”

“Butt joints will be measured for payment in place, as designated by the Engineer, and the area computed as square yards.”

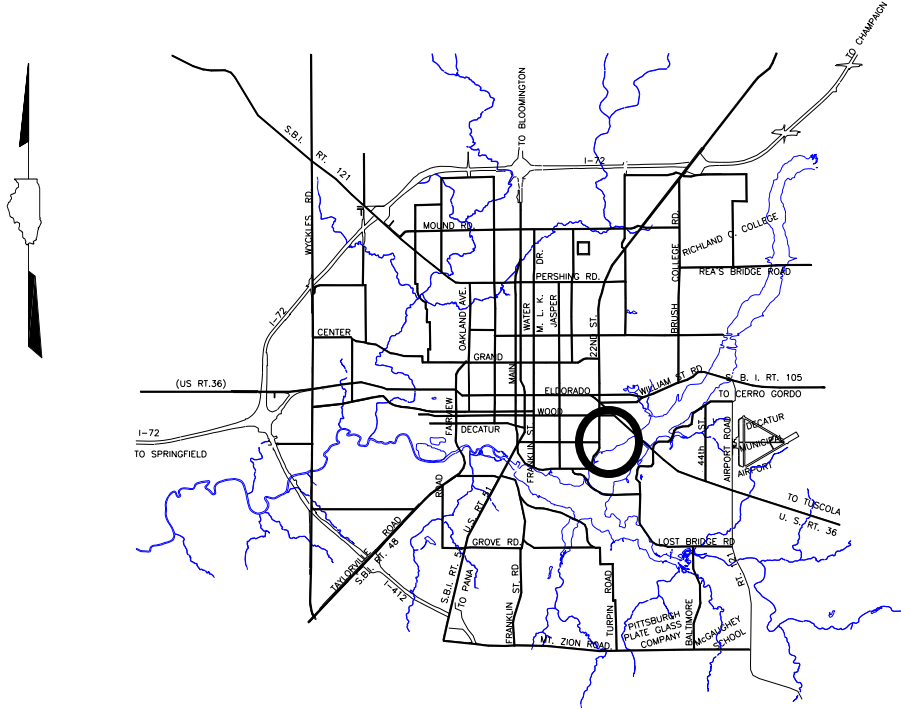
“No separate measurement will be made for payment for constructing temporary transitions and temporary traffic control.”

**END
CITY OF DECATUR
SUPPLEMENTAL SPECIFICATIONS**

DESIGNS, DETAILS AND STANDARD DRAWINGS

STATE OF ILLINOIS
COUNTY OF MACON
CITY OF DECATUR

PLANS FOR CITY PROJECT # 18-36 LAKE HOUSE PARKING & PIER AREA IMPROVEMENT



INDEX OF SHEETS
See page 2



STREET NAME: LAKE HOUSE PARKING & PIER
AREA IMPROVEMENTS
CITY PROJECT NO. 2018-36
TYPE OF FUNDS: CITY OF DECATUR WATER
FUND

**CITY OF DECATUR
STANDARDS**

**IDOT
STANDARDS**
701901-07
780001-05

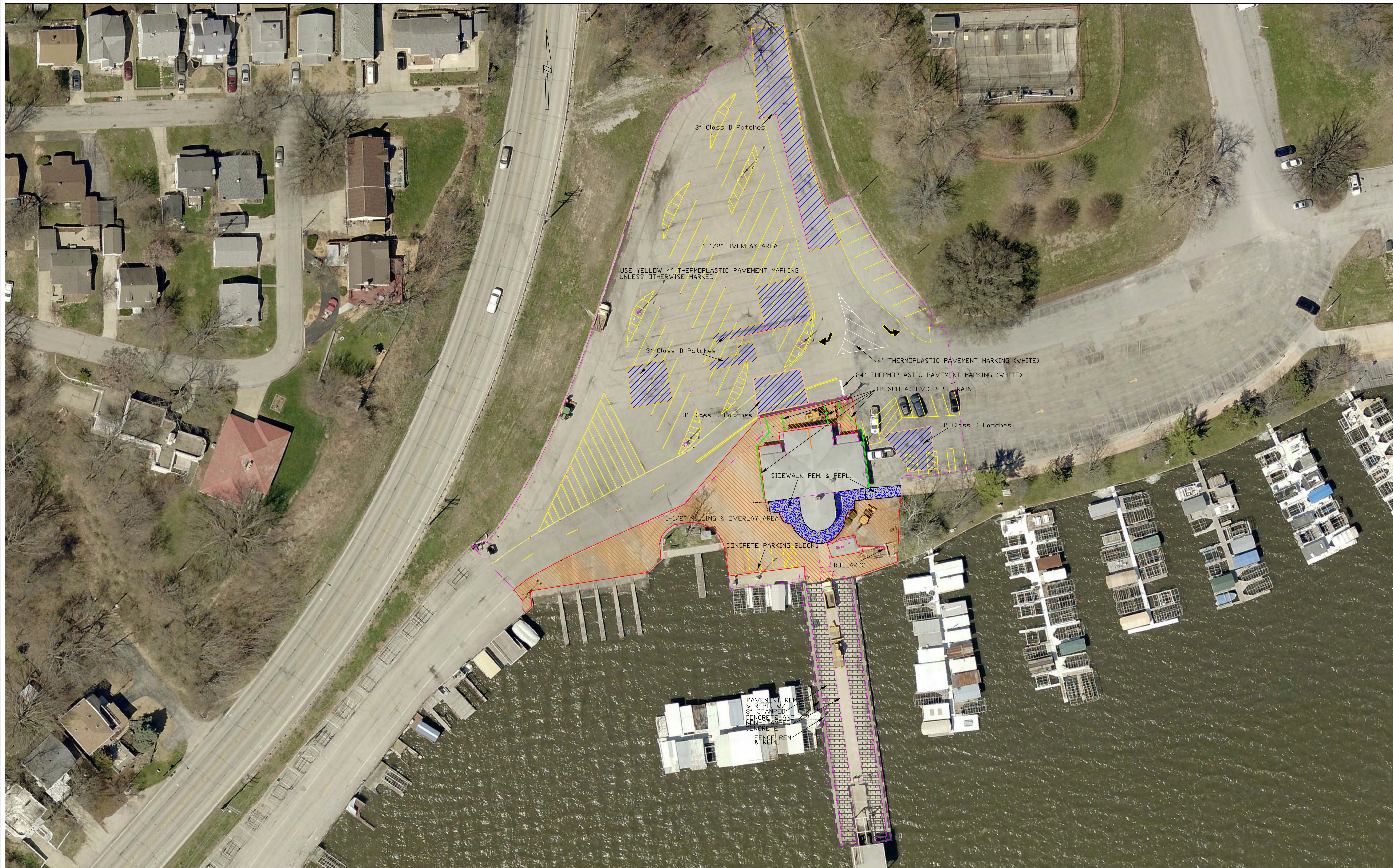
City of Decatur, Illinois | Department of Public Works
CP 2018-36 Lake House Parking and Pier Improvement
Index of Sheets

Page No	Description
1	Cover Sheet
2	Index of Sheets
3	Summary of Quantities
4	Site Plan
5	Typical Cross Section - Pier
6	Pictures

City of Decatur, Illinois | Department of Public Works
CP 2018-36 Lake House Parking & Pier Improvement
SUMMARY OF QUANTITIES

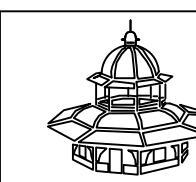
Item No	Item	Quantity	Unit
Base Bid Items			
40600100	BITUMINOUS MATERIAL (PRIME COAT) RC70/CSS-1h	4,309.18	POUND
40600982	HOT-MIX ASPHALT SURFACE REMOVAL- BUTT JOINT	416.70	SQ YD
40603310	HOT-MIX ASPHALT SURFACE COURSE, MIX "C ", N50	804.38	TON
42000301	PORTLAND CEMENT CONCRETE PAVEMENT 8" (JOINTED)	315.00	SQ YD
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	1,187.43	SQ FT
44000100	PAVEMENT REMOVAL, 8 INCH	875.00	SQ YD
44000155	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2 INCH	1,467.00	SQ YD
44000600	SIDEWALK REMOVAL	1,187.43	SQ FT
44201705	CLASS D PATCHES, TYPE II, 3 INCH	45.00	SQ YD
44201711	CLASS D PATCHES, TYPE IV, 3 INCH	1,047.71	SQ YD
60100925	PIPE DRAIN 8 INCH	185.00	FOOT
78000100	THERMOPLASTIC PAVEMENT MARKING LETTERS/SYMBOLS	31.20	SQ FT
78000200	THERMOPLASTIC PAVEMENT MARKING 4 INCH	5,445.00	FOOT
78000650	THERMOPLASTIC PAVEMENT MARKING 24 INCH	13.00	FOOT
X0300019	REMOVE & REINSTALL PARKING BLOCKS	9.00	EACH
X1700128	STAMPED PORTLAND CEMENT CONCRETE PAVEMENT 8" (JOINTED)	560.00	SQ YD
X6640001	42 INCH, 9 GAUGE CHAIN LINK FENCE (VINYL COATED BROWN)	625.00	FOOT
Z0004002	BOLLARDS	4.00	EACH
Z0009000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS & EXTRA WORK	1.00	LSUM

K:\Common\CVC\PM\2018 City Projects\2018-36 Lake House Parking and Pier Improvement\Plans\Lake Front Parking Lot Plans.dwg



LAKE HOUSE PARKING & PIER IMPROVEMENT SITE PLAN

Page 95 of 317

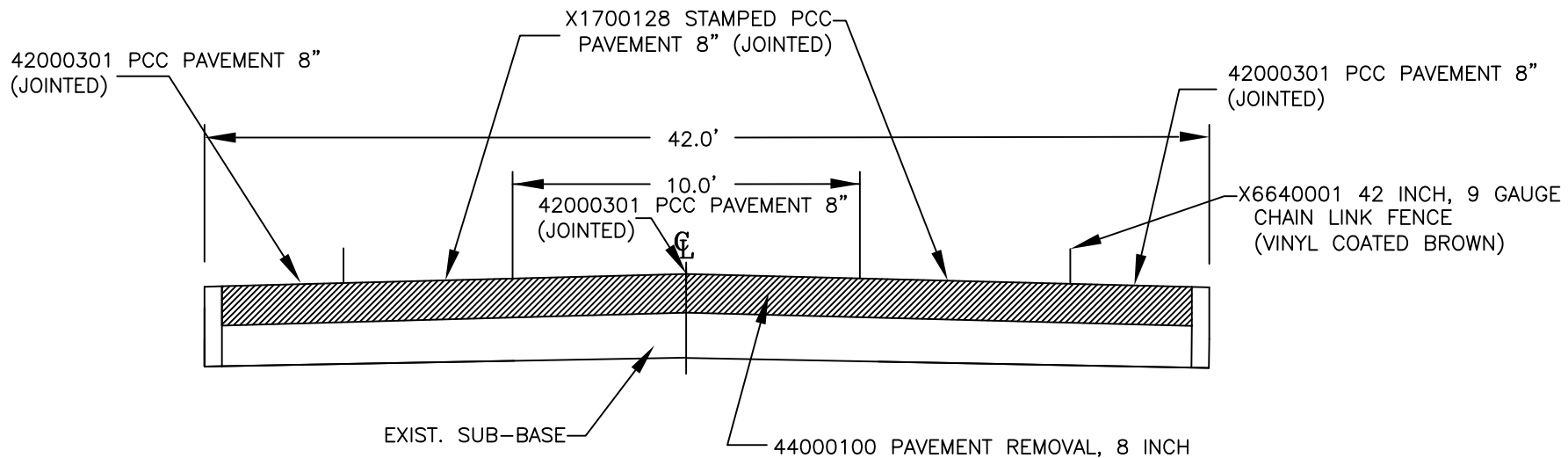


CITY OF DECATUR
ENGINEERING DIVISION

Jul 24, 2018 - 4:08pm

SCALE: NTS

SHEETS
4



LOCATIONS:
TYPICAL PIER CROSS SECTION EXCLUDING THE RAMP TO THE WATER

PROPOSED TYPICAL PIER CROSS SECTION C.P.2018-36

STAMPED AND NON-STAMPED PCC PAVEMENT



CITY OF DECATUR
ENGINEERING DIVISION

DWG FILE:

H SCALE: NTS

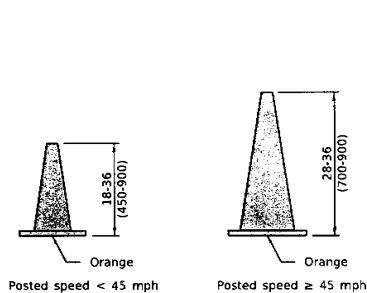
V SCALE: NTS

PAGE

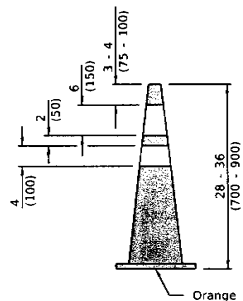
5



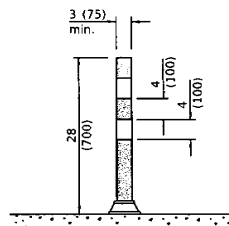
2017/09/08 15:38



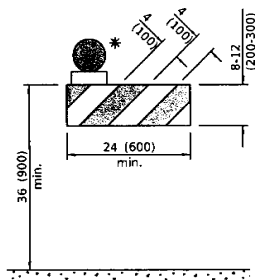
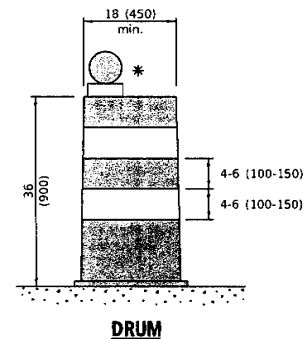
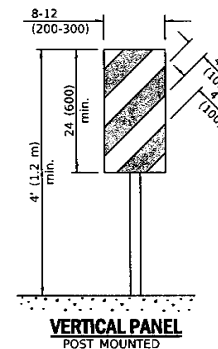
**CONE FOR
DAYTIME**



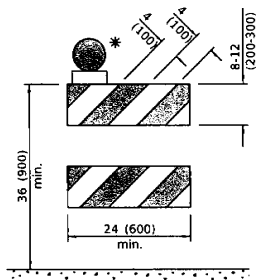
**REFLECTORIZED CONE
FOR NIGHTTIME**



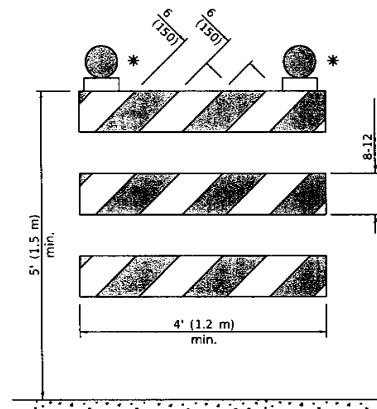
TUBULAR MARKER



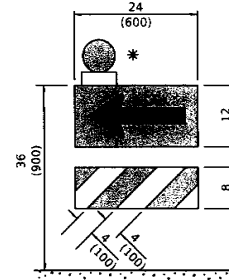
TYPE I BARRICADE



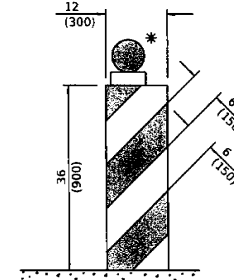
TYPE II BARRICADE



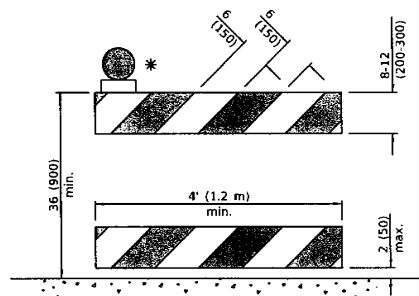
TYPE III BARRICADE



**DIRECTION INDICATOR
BARRICADE**



VERTICAL BARRICADE



**DETECTABLE PEDESTRIAN
CHANNELIZING BARRICADE**

* Warning lights (if required)

GENERAL NOTES

All heights shown shall be measured above the pavement surface.

All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS	TRAFFIC CONTROL DEVICES (Sheet 1 of 3) STANDARD 701901-07
1-1-18	Revised END WORK ZONE	
	SPEED LIMIT sign from	
	orange to white background.	
1-1-17	Changed FLEXIBLE DELINEATOR	
	to TUBULAR MARKER.	

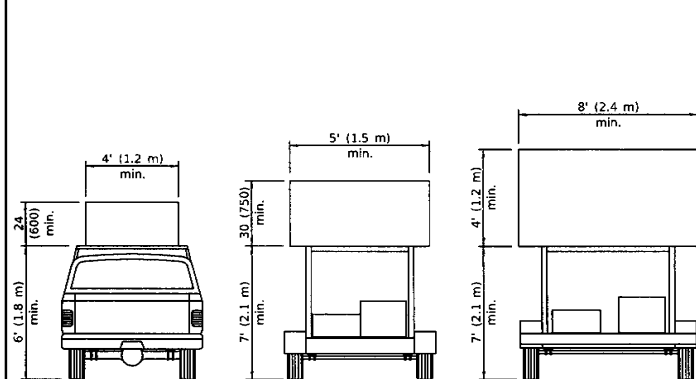
Illinois Department of Transportation

PASSED January 1, 2018

ENGINEER OF OPERATIONS

APPROVED January 1, 2018

ENGINEER OF DESIGN AND ENVIRONMENT

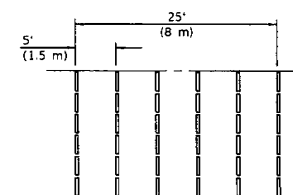
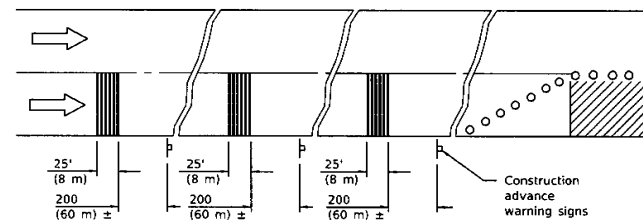
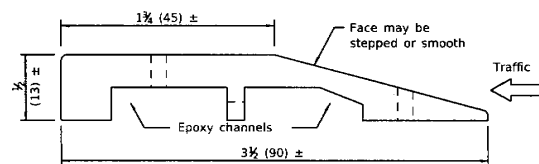
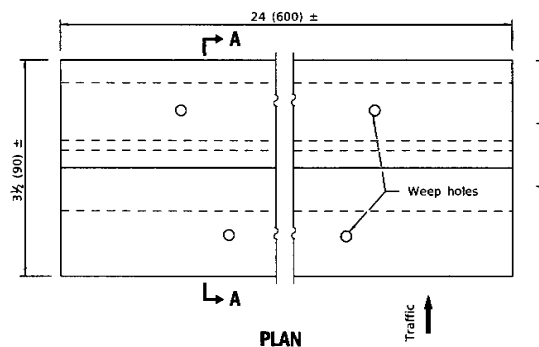


TYPE A
ROOF
MOUNTED

TYPE B
ROOF OR TRAILER
MOUNTED

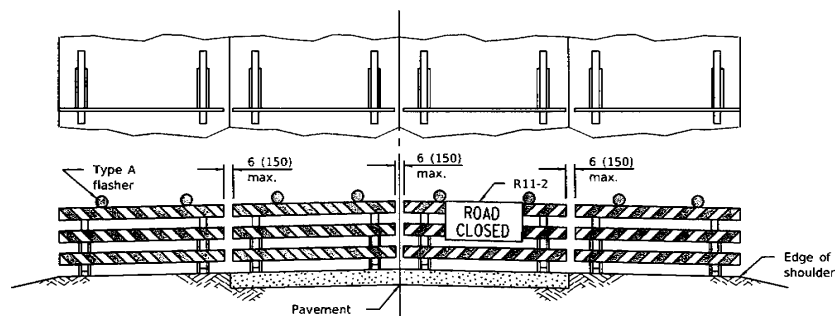
TYPE C
TRAILER
MOUNTED

ARROW BOARDS

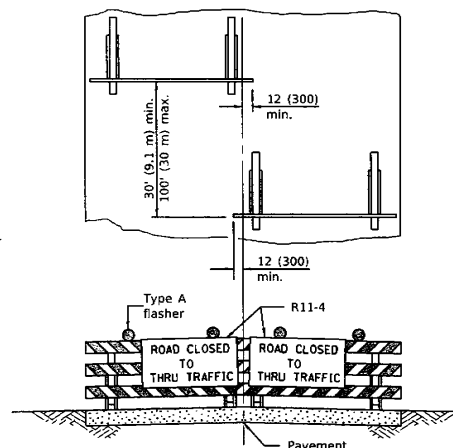


TYPICAL INSTALLATION

TEMPORARY RUMBLE STRIPS



ReflectORIZED striping may be omitted on the back side of the barricades. If a Type III barricade with an attached sign panel which meets NCHRP 350 is not available, the sign may be mounted on an NCHRP 350 temporary sign support directly in front of the barricade.



ReflectORIZED striping shall appear on both sides of the barricades. If a Type III barricade with an attached sign panel which meets NCHRP 350 is not available, the signs may be mounted on NCHRP 350 temporary sign supports directly in front of the barricade.

TYPICAL APPLICATIONS OF
TYPE III BARRICADES CLOSING A ROAD

TRAFFIC CONTROL
DEVICES

(Sheet 3 of 3)

STANDARD 701901-07

Illinois Department of Transportation

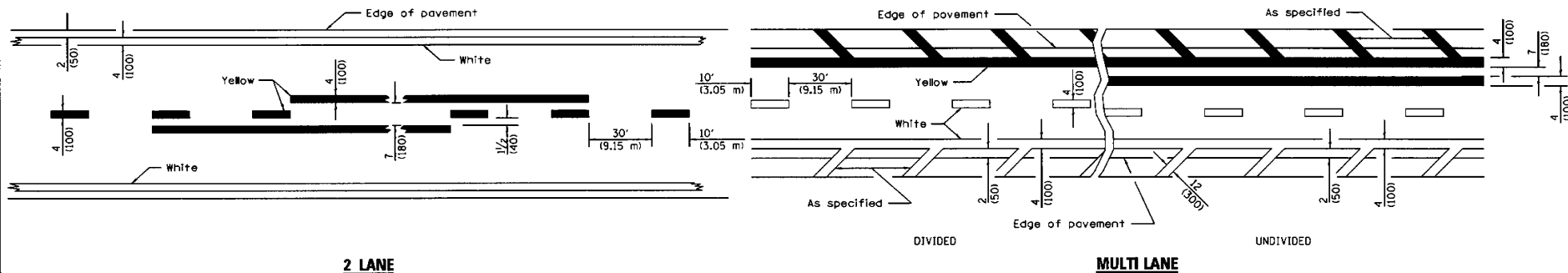
PASSED January 1, 2018

ENGINEER OF OPERATIONS

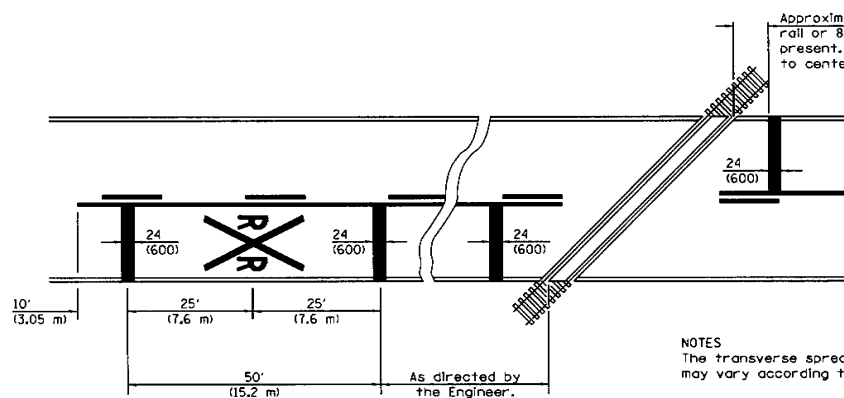
APPROVED January 1, 2018

ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97



LANE AND EDGE LINES

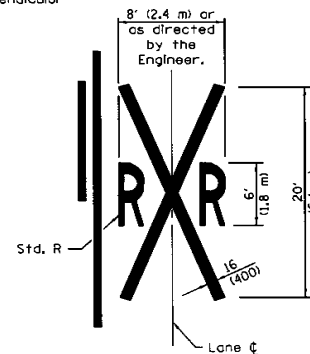


NOTES

The transverse spread of the "X" may vary according to lane width.

On multi-lane roads, the stop lines shall extend across all approach lanes and separate RXR symbols shall be placed adjacent to each other in each lane.

When the pavement marking symbol is used, a portion of the symbol should be located directly adjacent to the Advance Warning Sign (W10-1) as placed by Table 2C-4, Condition B of the MUTCD.



All dimensions are in inches (millimeters) unless otherwise shown.

PAVEMENT MARKINGS AT RAILROAD-HIGHWAY GRADE CROSSING

DATE	REVISIONS
1-1-15	Added symbols. Revised bike symbol. Revised note for stop line at RR crossing.
1-1-14	Added bike symbol. Renamed 'LANE DROP ARROW' detail to 'LANE-REDUCTION ARROW'.

TYPICAL PAVEMENT MARKINGS

(Sheet 1 of 3)

STANDARD 780001-05

Illinois Department of Transportation

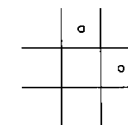
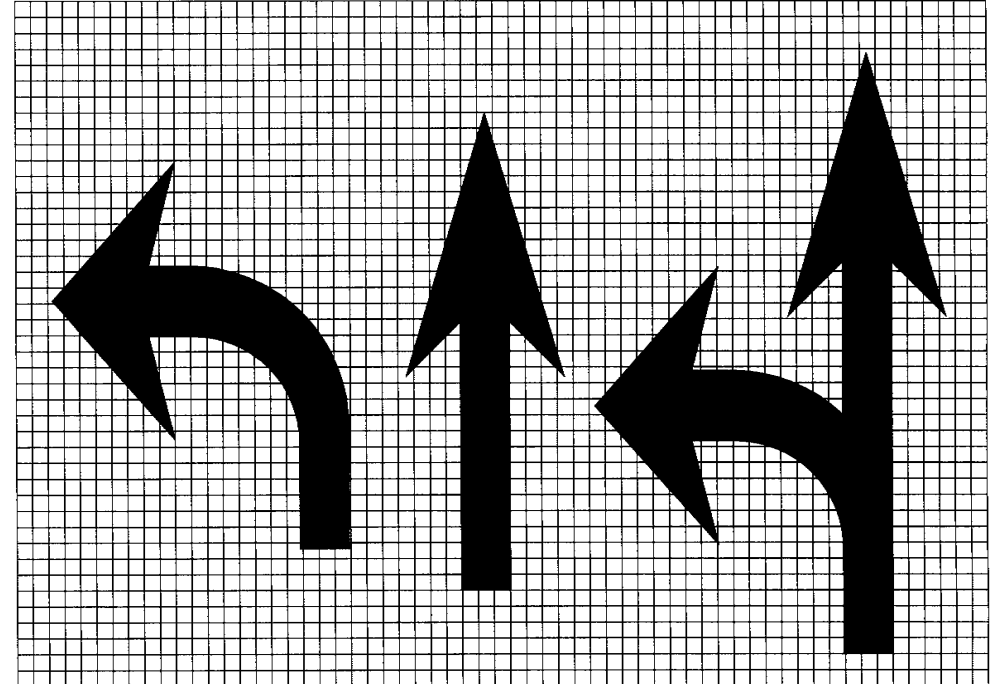
APPROVED January 1, 2015

ENGINEER OF OPERATIONS

APPROVED January 1, 2015

ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-15



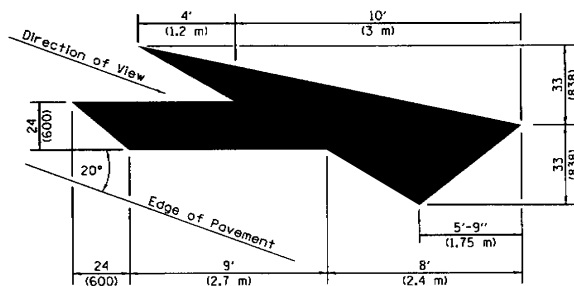
Legend Height	Arrow Size	a
6' (1.8 m)	Small	2.9 (74)
8' (2.4 m)	Large	3.8 (96)

The space between adjacent letters or numerals should be approximately 3 (75) for 6' (1.8 m) legend and 4 (100) for 8' (2.4 m) legend.

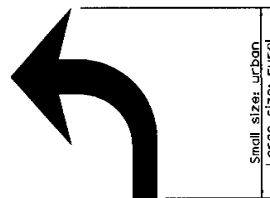
LETTER AND ARROW GRID SCALE

Illinois Department of Transportation	
APPROVED	January 1, 2015
ENGINEER OF OPERATIONS	
APPROVED	January 1, 2015
ENGINEER OF DESIGN AND ENVIRONMENT	

TYPICAL PAVEMENT MARKINGS
(Sheet 2 of 3)
STANDARD 780001-05



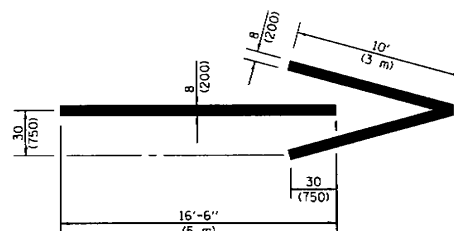
LANE-REDUCTION ARROW
Right lane-reduction arrow shown.
Use mirror image for left lane.



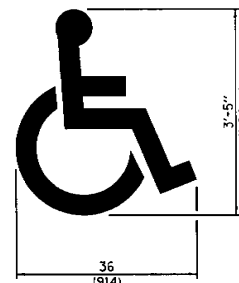
20' (6 m): urban
50' (15 m): rural
(Between arrow
and word or
between words)

ONLY

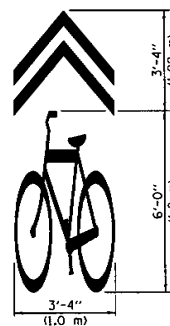
WORD AND ARROW LAYOUT



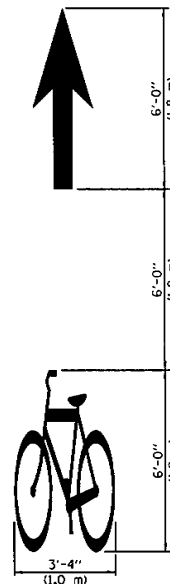
WRONG WAY ARROW



**INTERNATIONAL
SYMBOL OF
ACCESSIBILITY**



**SHARED LANE
SYMBOL**



BIKE SYMBOL
(Arrow is optional.)

Illinois Department of Transportation	
APPROVED January 1, 2015 ENGINEER OF OPERATIONS	16-1-1 03/ISS1
APPROVED January 1, 2015 ENGINEER OF DESIGN AND ENVIRONMENT	

**TYPICAL PAVEMENT
MARKINGS**

(Sheet 3 of 3)

STANDARD 780001-05

Project Name: Lake Office Parking and Pier Improvement REBID

Project Number: 2018-36

Bid Date: 01/24/2019

Time: 10:00 A.M.

Fund: Water Lake Capital

Organization Code: 81808128

Object Code: 485660

Engineer's Estimate

City Engineering Division

Christy-Foltz, Inc.
740 S. Main St
Decatur, IL 62521

Mitch Schinzler, Pres.

PH: 217-428-8601
FAX: 217-428-2718

Brian Blade
BrianB@christy-foltz.com

Entler Excavating Co., Inc.
819 N. Sunnyside Rd
Decatur, IL 62522

Stuart Entler, Pres.

PH: 217-428-1865
FAX: 217-428-1895

Stuart Entler

Karenentlerex@gmail.com

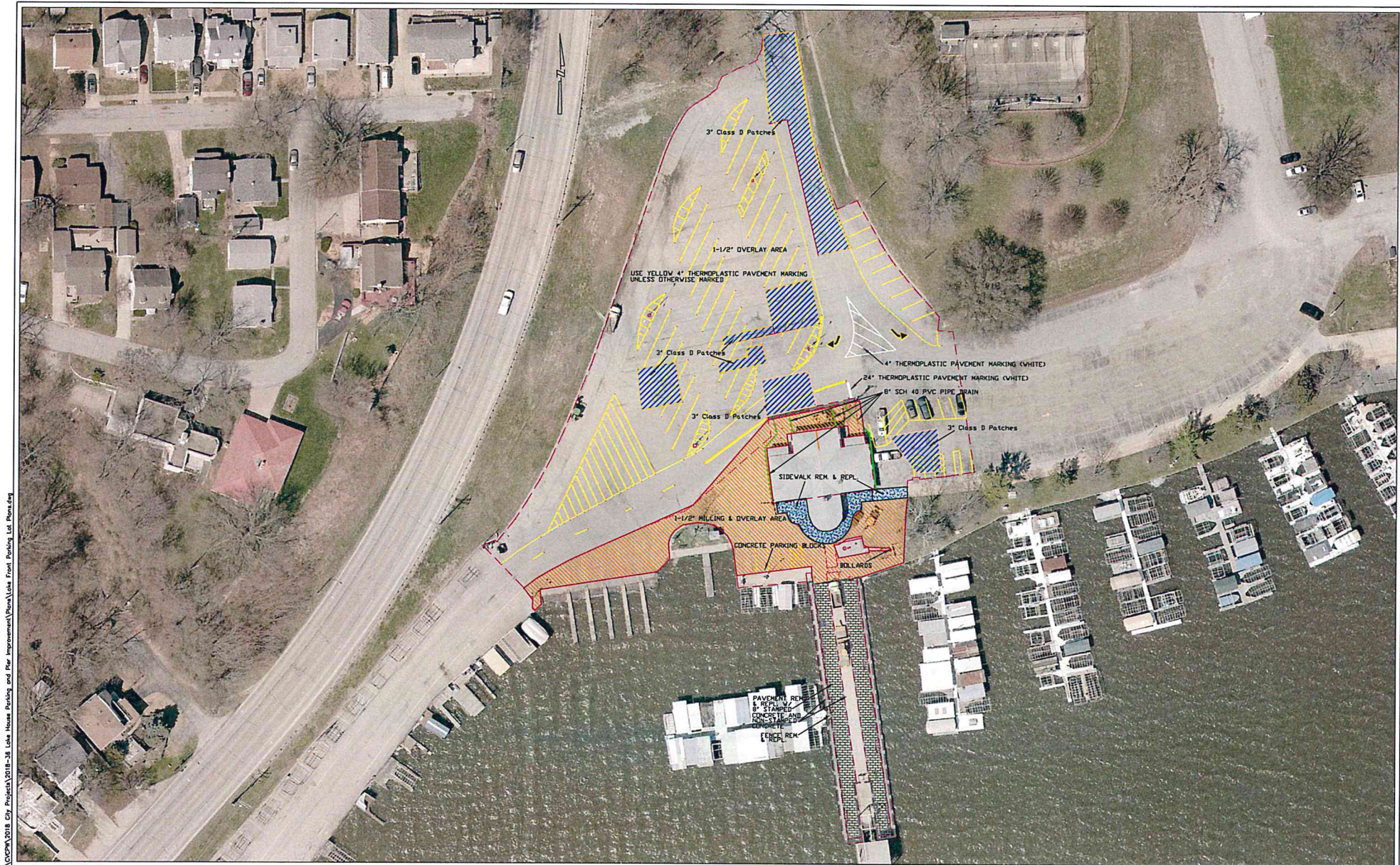
Item Number	Pay Item	QTY	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
40600200	BITUMINOUS MATERIAL (PRIME COAT) RC70/CSS-1h	4,309.18	POUND	\$0.75	\$3,231.89	\$0.68	\$2,930.24	\$0.72	\$3,102.61
40600982	HOT-MIX ASPHALT SURFACE REMOVAL-BUTT JOINT	416.70	SQ YD	\$15.00	\$6,250.50	\$12.86	\$5,358.76	\$13.44	\$5,600.45
40603310	HOT-MIX ASPHALT SURFACE COURSE, MIX "C", N50	804.38	TON	\$112.00	\$90,090.56	\$112.45	\$90,452.53	\$118.11	\$95,005.32
42000301	PORTLAND CEMENT CONCRETE PAVEMENT 8: (JOINTED)	315.00	SQ YD	\$60.00	\$18,900.00	\$94.63	\$29,808.45	\$86.86	\$27,360.90
42400200	PORTLAND CEMENT CONCRETE SIDEWAL 5 INCH	1,187.43	SQ FT	\$11.00	\$13,061.73	\$13.51	\$16,042.18	\$9.73	\$11,553.69
44000100	PAVEMENT REMOVAL, 8 INCH	875.00	SQ YD	\$15.00	\$13,125.00	\$30.50	\$26,687.50	\$42.00	\$36,750.00
44000155	HOT-MIX ASPHALT SURFACE RMOVAL, 1 1/2 INCH	1,467.00	SQ YD	\$3.20	\$4,694.40	\$9.71	\$14,244.57	\$10.23	\$15,007.41
44000600	SIDEWALK REMOVAL	1,187.43	SQ FT	\$3.00	\$3,562.29	\$7.56	\$8,976.97	\$21.00	\$24,936.03
4401705	CLASS D PATCHES, TYPE II, 3 INCH	45.00	SQ YD	\$85.00	\$3,825.00	\$59.25	\$2,666.25	\$62.23	\$2,800.35
44201711	CLASS D PATCHES, TYPE IV, 2 INCH	1,047.71	SQ YD	\$85.00	\$89,055.35	\$50.20	\$52,595.04	\$52.50	\$55,004.78
60100925	PIPE DRAIN 8 INCH	185.00	FOOT	\$30.00	\$5,550.00	\$92.00	\$17,020.00	\$160.00	\$29,600.00
78000100	THERMOPLASTIC PAVEMENT MARKING LETTERS/SYMBOLS	31.20	SQ FT	\$15.00	\$468.00	\$9.45	\$294.84	\$31.20	\$973.44
78000200	THERMOPLASTIC PAVEMENT MARKING 4 INCH	5,445.00	FOOT	\$1.65	\$8,984.25	\$1.55	\$8,439.75	\$1.63	\$8,875.35
78000650	THERMOPLASTIC PAVEMENT MARKING 24 INCH	13.00	FOOT	\$10.00	\$130.00	\$8.40	\$109.20	\$10.00	\$130.00
X0300019	REMOVE & REINSTALL PARKING BLOCKS	9.00	EACH	\$400.00	\$3,600.00	\$115.00	\$1,035.00	\$122.23	\$1,100.07
X1700128	STAMPED PORTLAND CEMENT CONCRETE PAVEMENT 8: (JOINTED)	560.00	SQ YD	\$100.00	\$56,000.00	\$92.36	\$51,721.60	\$90.70	\$50,792.00
X6640001	42 INCH, 9 GAUGE CHAIN LINK FENCE (VINYL OATED BROWN)	625.00	FOOT	\$17.50	\$10,937.50	\$29.00	\$18,125.00	\$33.05	\$20,656.25
Z0004002	BOLLARDS	4.00	EACH	\$500.00	\$2,000.00	\$800.00	\$3,200.00	\$2,500.00	\$10,000.00
Z0009000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS & EXTRA WORK	1.00	LSUM	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
	TOTAL BIDS (AS CORRECTED)				\$373,466.47		\$389,707.88		\$439,248.65
	Percent Over Under ENGINEER'S ESTIMATE						4.35%		17.61%

Paul E. Caswell, P.E., City Engineer

Date

Page 104 of 317

Figure 1



K:\Common\GDCH\2018 City Projects\2018-20 Lake House Parking and Pier Improvement\Plan\Lake Front Parking Lot Plans.dwg

LAKE HOUSE PARKING & PIER IMPROVEMENT SITE PLAN



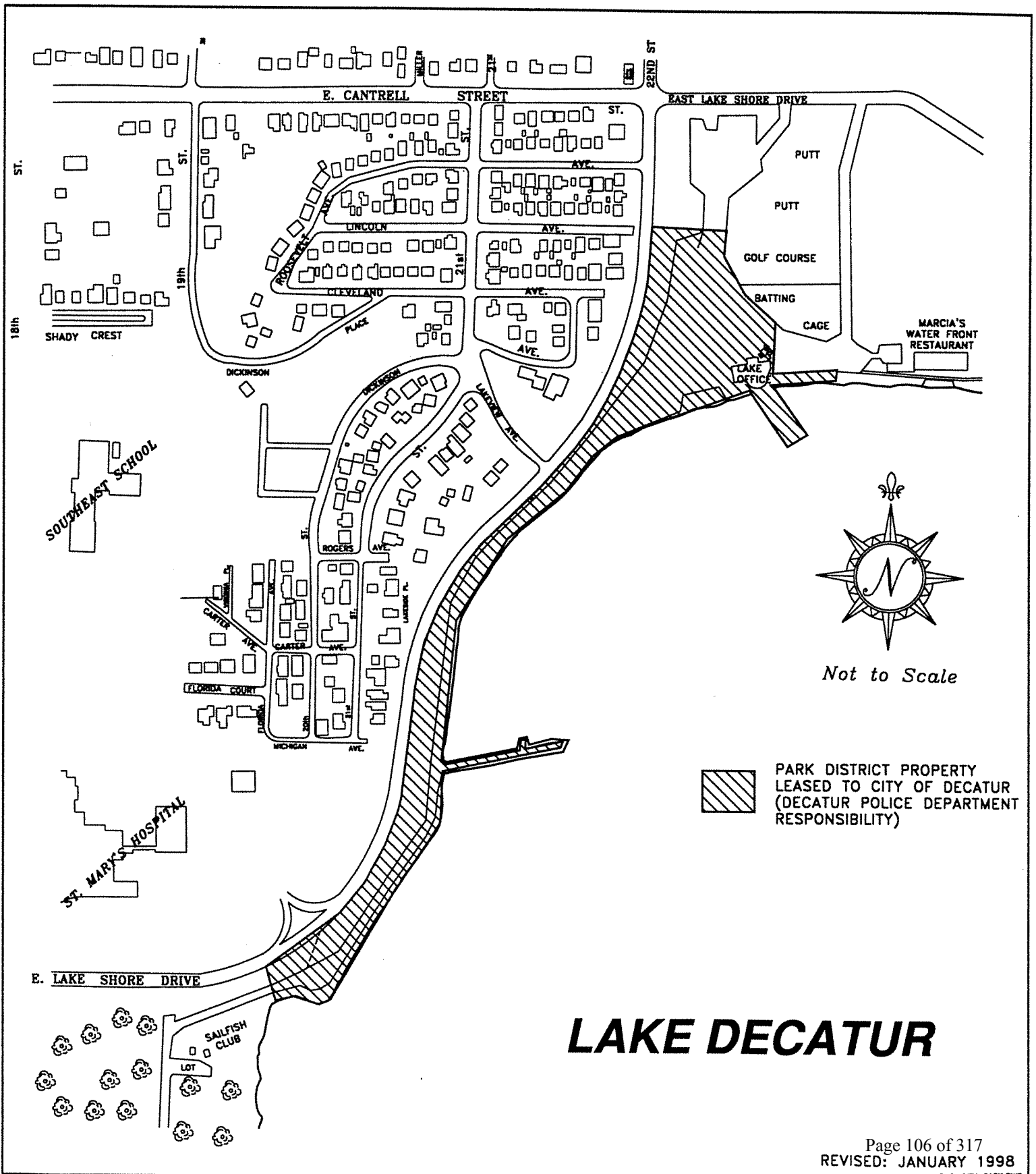
CITY OF DECATUR
ENGINEERING DIVISION

Jul 24, 2018 - 4:08pm

SCALE: NTS

SHEETS
4

Figure 2 **DECATUR PARK DISTRICT PROPERTY** **LEASED TO CITY OF DECATUR** **IN NELSON/CHANDLER PARKS**



SUBJECT: Treasurer's Financial Report

ATTACHMENTS:

Description	Type
Financial Report	Cover Memo



Fiscal Year 2019

Fiscal Period Ending February, 2019

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, 2019

Fund	Fund Name	Opening Cash & Investments	Receipts	Disbursements	Balance Sheet Accts Activity	Investment Transfers	Ending Cash Balance	Investments	Total Cash & Investments	Interfund Loans (Borrowing)
10	General Fund									
	GENERAL FUND	6,482,379.26	5,140,972.43	4,061,863.70	548.33		7,562,036.32		7,562,036.32	0.00
12	Special Revenue Funds									
	PLANNING FUND	108,548.20	7,842.31	37,321.66	0.00		79,068.85		79,068.85	
17	HOME FUND	56,988.41	30,918.89	20,514.87	0.00		67,392.43		67,392.43	
18	CDBG FUND	5,824.24	97,953.48	97,953.50	0.00		5,824.22		5,824.22	
22	DUATS FUND	62,049.32	49.70	405.50	0.00		61,693.52		61,693.52	
25	STATE DRUG ENFORCEMENT	302,370.61	256.55	22,836.55	0.00		279,790.61		279,790.61	
26	DUI FINES AND FEES FUND	175,872.26	8,474.63	3,030.03	0.00		181,316.86		181,316.86	
27	POLICE LAB & PROGRAMS	219,811.60	176.61	52.94	0.00		219,935.27		219,935.27	
30	FEDERAL DRUG ENFORCEMENT	136,917.55	108.89	2,800.00	0.00		134,226.44		134,226.44	
32	FIRE GRANT	0.00	0.00	0.00	0.00		0.00		0.00	
33	POLICE CAPITAL FUND	358,614.30	263.25	61,995.22	0.00		296,882.33		296,882.33	
34	BUILDING FUND	158,796.86	49,670.69	56,781.59	0.00		151,685.96		151,685.96	
35	LIBRARY FUND	1,027,534.09	50,666.36	250,995.03	194.64		827,400.06		827,400.06	
36	MUNICIPAL BAND FUND	33,927.36	982.09	568.00	0.00		34,341.45		34,341.45	
37	FOREIGN FIRE INSURANCE FUND	215,509.53	198.96	13,288.26	0.00		202,420.23		202,420.23	
42	LOCAL STREETS & ROADS	2,649,551.36	152,188.41	619,252.35	0.00		2,182,487.42		2,182,487.42	
46	MOTOR FUEL TAX FUND	1,535,916.72	166,413.69	96,987.47	0.00		1,605,342.94		1,605,342.94	
47	MAJOR MOVES	(25,208.42)	0.00	20,304.54	0.00		(45,512.96)		(45,512.96)	
49	FIRE CAPITAL FUND	643,711.35	3,555.51	85,196.73	0.00		562,070.13		562,070.13	
58	LIBRARY CAPITAL	131,577.78	105.73	0.00	0.00		131,683.51		131,683.51	
59	LIBRARY TRUST FUNDS	225,401.54	570.42	2,109.45	0.00		223,862.51		223,862.51	
82	DCDF FUND	131,969.42	225.56	2,913.52	0.00		129,281.46		129,281.46	
83	NEIGHBORHOOD IMPROVEMENTS	2,009.09	1.61	0.00	0.00		2,010.70		2,010.70	
84	COMMUNITY REVITALIZATION	1,329,123.53	1,218.27	124,013.38	0.00		1,206,328.42		1,206,328.42	
	Total Special Revenue Funds	9,486,816.70	571,841.61	1,519,320.59	194.64	0.00	8,539,532.36	0.00	8,539,532.36	0.00
19	TIF & Redevelopment Funds									
	OLDE TOWNE TIF FUND	(99,370.79)	0.00	0.00	0.00		(99,370.79)		(99,370.79)	
20	SE PLAZA TIF FUND	29,053.88	9,327.08	0.00	0.00		38,380.96		38,380.96	
21	WABASH CROSSING TIF	448,978.10	360.77	0.00	0.00		449,338.87		449,338.87	
23	EASTGATE TIF FUND	50,127.64	16,246.79	0.00	0.00		66,374.43		66,374.43	
24	SOUTHSIDE TIF FUND	70,804.84	(52.77)	10,279.02	0.00		60,473.05		60,473.05	
28	PINES SHOPPING CENTER TIF	99,019.32	2,740.64	0.00	0.00		101,759.96		101,759.96	
29	GRAND & OAKLAND TIF	165,893.56	5,075.29	0.00	0.00		170,968.85		170,968.85	
	Total TIF & Redevelpmnt Funds	764,506.55	33,697.80	10,279.02	0.00	0.00	787,925.33	0.00	787,925.33	0.00
40	Capital Funds									
	PEG CAPITAL FUND	59,099.50	15,467.28	2,462.55	0.00		72,104.23		72,104.23	
44	2018 PROJECT FUND	8,302,118.24	24,393.96	169,465.67	0.00		355,603.00	7,801,443.53	8,157,046.53	
45	CAPITAL PROJECT FUND	800,389.89	118,202.70	0.00	0.00		918,592.59		918,592.59	(1,981,816.00)
	Total Capital Funds	9,161,607.63	158,063.94	171,928.22	0.00	0.00	1,346,299.82	7,801,443.53	9,147,743.35	(1,981,816.00)

City of Decatur
Treasurer's Cash Report

Month of: February, 2019

<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	1,059,523.32	16,221.52	959,745.13	0.00		115,999.71		115,999.71	0.00
60	Internal Service Funds									
	FLEET MAINTENANCE	213,971.19	209,420.50	238,724.88	0.00		184,666.81		184,666.81	
61	EQUIPMENT REPLACEMENT	488,678.37	538.28	36,224.02	0.00		452,992.63		452,992.63	
64	RISK MANAGEMENT	1,702,787.82	278,224.99	58,416.76	0.00		1,922,596.05		1,922,596.05	
65	INSURANCE FUND	2,110,106.02	825,113.55	859,150.17	0.00		2,076,069.40		2,076,069.40	
	Total Internal Service Funds	4,515,543.40	1,313,297.32	1,192,515.83	0.00	0.00	4,636,324.89	0.00	4,636,324.89	0.00
70	Enterprise Funds									
	MASS TRANSIT - OPERATION	(891,591.10)	37,152.98	495,752.10	0.00		(1,350,190.22)		(1,350,190.22)	
77	FIBER OPTICS	391,751.65	1,656.09	23,000.00	0.00		370,407.74		370,407.74	
78	STORM WATER	2,129,963.87	1,146,421.14	941,360.56	3.15		2,335,027.60		2,335,027.60	
79	SEWER FUND	7,292,114.06	534,516.36	625,949.47	2.79		7,200,683.74		7,200,683.74	
80	WATER FUND	6,775,921.55	2,294,094.21	8,267,459.92	15,346.26		817,902.10		817,902.10	
81	WATER CAPITAL	2,950,244.07	12,385.14	74,251.46	0.00		2,888,377.75		2,888,377.75	1,981,816.00
86	WATER DEBT	12,500,000.00	0.00	0.00	0.00		12,500,000.00		12,500,000.00	
88	RECYCLING PROGRAM	94,548.48	54,668.53	53,445.80	(28.60)		95,742.61		95,742.61	
89	WATER BOND	8,911,825.61	2,678.91	4,749,324.08	0.00		1,071,884.61	3,093,295.83	4,165,180.44	
	Total Enterprise Funds	40,154,778.19	4,083,573.36	15,230,543.39	15,323.60	0.00	25,929,835.93	3,093,295.83	29,023,131.76	1,981,816.00
90	Trust & Agency Funds									
	FIRE PENSION FUND CASH	1,685,129.44	66,585.01	689,126.91	0.00		1,062,587.54		1,062,587.54	
90	FIRE PENSION INVESTMENTS	69,238,775.92	276,758.96	17,854.48	0.00			69,497,680.40	69,497,680.40	
	TOTAL FIRE PENSION	70,923,905.36	343,343.97	706,981.39	0.00	0.00	1,062,587.54	69,497,680.40	70,560,267.94	
91	POLICE PENSION FUND CASH	579,059.88	101,021.34	711,864.47	0.00	1,000,000.00	968,216.75		968,216.75	
91	POLICE PENSION INVESTMENTS	96,550,366.82	196,586.46	(1,525.65)	0.00	(1,000,000.00)		95,748,478.93	95,748,478.93	
	TOTAL FIRE PENSION	97,129,426.70	297,607.80	710,338.82	0.00	0.00	968,216.75	95,748,478.93	96,716,695.68	
	Total Trust & Agency Funds	168,053,332.06	640,951.77	1,417,320.21	0.00	0.00	2,030,804.29	165,246,159.33	167,276,963.62	0.00
	Total City Funds	239,678,487.11	11,958,619.8	24,563,516.1	16,066.57	0.00	50,948,758.65	176,140,898.69	227,089,657.34	0.00
Memorandum Items										
	Pooled Cash Investments	0.00	0.00	0.00	0.00	0.00	0.00	10,285,726.80	10,285,726.80	
	City Funds ex Trust & Agency	71,625,155.05	11,317,667.98	23,146,195.88	16,066.57	0.00	48,917,954.36	21,180,466.16	59,812,693.72	0.00

City of Decatur
Treasurer's Investment Report

Month of: February, 2019

Water Bond
Account # 8051000933
Fund 89

Investment Instrument	Maturity Date	Interest Rate	Par Value Amount	Tax Cost Amount	Accrued Interest Purchased + Rec'd.	Total Invested	Interest Earned	Accrued Interest Receivable	Total Interest Received	YTD Interest Received 2018	YTD Interest Received 2019	Estimated Income
US Treasury Bond	01/15/16	0.375000%	0.00	0.00	0.00	0.00	530.10	0.00	530.10	0.00	0.00	0.00 ok
US Treasury Bond	05/15/16	0.250000%	0.00	0.00	0.00	0.00	2,717.03	0.00	2,717.03	0.00	0.00	0.00 ok
US Treasury Bond	06/15/16	0.500000%	0.00	0.00	0.00	0.00	6,378.42	0.00	6,378.42	0.00	0.00	0.00 ok
US Treasury Bond	07/15/16	0.625000%	0.00	0.00	0.00	0.00	11,574.39	0.00	11,574.39	0.00	0.00	0.00 ok
US Treasury Bond	08/15/16	0.625000%	0.00	0.00	0.00	0.00	13,101.22	0.00	13,101.22	0.00	0.00	0.00 ok
US Treasury Bond	08/31/16	1.000000%	0.00	0.00	0.00	0.00	22,912.09	0.00	22,912.09	0.00	0.00	0.00 ok
US Treasury Bond	10/15/16	0.625000%	0.00	0.00	0.00	0.00	589.14	0.00	589.14	0.00	0.00	0.00 ok
US Treasury Bond	11/15/16	0.625000%	0.00	0.00	0.00	0.00	6,413.12	0.00	6,413.12	0.00	0.00	0.00 ok
US Treasury Bond	12/15/16	0.625000%	0.00	0.00	0.00	0.00	1,446.38	0.00	1,446.38	0.00	0.00	0.00 ok
US Treasury Bond	12/31/16	0.625000%	0.00	0.00	0.00	0.00	3,923.23	0.00	3,923.23	0.00	0.00	0.00 ok
US Treasury Bond	04/15/17	0.875000%	0.00	0.00	0.00	0.00	2,033.65	0.00	2,033.65	0.00	0.00	0.00 ok
US Treasury Bond	05/15/17	0.875000%	0.00	0.00	0.00	0.00	11,159.88	0.00	11,159.88	0.00	0.00	0.00 ok
US Treasury Bond	06/15/17	0.875000%	0.00	0.00	0.00	0.00	9,706.28	0.00	9,706.28	0.00	0.00	0.00 ok
US Treasury Bond	07/15/17	0.875000%	0.00	0.00	0.00	0.00	12,292.80	0.00	12,292.80	0.00	0.00	0.00 ok
US Treasury Bond	08/15/17	0.875000%	0.00	0.00	0.00	0.00	14,546.87	0.00	14,546.87	0.00	0.00	0.00 ok
US Treasury Bond	09/15/17	1.000000%	0.00	0.00	0.00	0.00	18,488.95	0.00	18,488.95	0.00	0.00	0.00 ok
US Treasury Bond	10/15/17	0.875000%	0.00	0.00	0.00	0.00	17,858.17	0.00	17,858.17	0.00	0.00	0.00 ok
US Treasury Bond	11/15/17	0.875000%	0.00	0.00	0.00	0.00	30,692.68	0.00	30,692.68	0.00	0.00	0.00 ok
US Treasury Bond	12/15/17	1.000000%	0.00	0.00	0.00	0.00	24,824.18	0.00	24,824.18	0.00	0.00	0.00 ok
US Treasury Bond	01/15/18	0.875000%	0.00	0.00	0.00	0.00	5,075.97	0.00	5,075.97	4,375.00	0.00	0.00 ok
US Treasury Bond	09/30/18	1.375000%	0.00	0.00	0.00	0.00	6,762.30	0.00	6,762.30	6,762.30	0.00	0.00 ok
US Treasury Bond	10/31/18	0.750000%	0.00	0.00	0.00	0.00	5,563.86	0.00	5,563.86	5,563.86	0.00	0.00 ok
US Treasury Bond	11/30/18	1.000000%	0.00	0.00	0.00	0.00	9,918.03	0.00	9,918.03	9,918.03	0.00	0.00 ok
US Treasury Bond	12/31/18	1.375000%	0.00	0.00	0.00	0.00	22,717.39	0.00	22,717.39	22,717.39	0.00	0.00 ok
US Treasury Bond	01/31/19	1.125000%	0.00	0.00	0.00	0.00	8,503.53	0.00	8,503.53	0.00	8,503.53	0.00 ok
US Treasury Bond	04/30/19	1.250000%	3,000,000.00	2,984,531.25	3,107.73	2,987,638.98	9,426.87	12,534.60	0.00	0.00	0.00	37,500.00 ok
Federated US Treasury Cash Reserves	Liquid		38,854.69	38,854.69	66,802.16	105,656.85	6,575.19	183.23	6,391.96	1,796.32	896.19	2,405.81 ok
Total Investment(s)			3,038,854.69	3,023,385.94	69,909.89	3,093,295.83	285,731.72	12,717.83	276,121.62	51,132.90	9,399.72	39,905.81

Pooled Cash
Account # 8051000942
Multiple Funds - Pooled Cash

Investment Instrument	Maturity Date	Interest Rate	Par Value Amount	Tax Cost Amount	Accrued Interest Purchased + Rec'd.	Total Invested	Interest Earned	Accrued Interest Receivable	Total Interest Received	YTD Interest Received 2018	YTD Interest Received 2019	Estimated Income
US Treasury Bond	06/15/16	0.500000%	0.00	0.00	0.00	0.00	2,773.22	0.00	2,773.22	0.00	0.00	0.00 ok
US Treasury Bond	12/15/16	0.625000%	0.00	0.00	0.00	0.00	6,591.53	(0.00)	6,591.53	0.00	0.00	0.00 ok
US Treasury Bond	04/30/17	0.875000%	0.00	0.00	0.00	0.00	12,524.04	(0.00)	12,524.04	0.00	0.00	0.00 ok
US Treasury Bond	06/30/17	0.625000%	0.00	0.00	0.00	0.00	8,188.75	0.00	8,188.75	0.00	0.00	0.00 ok
US Treasury Bond	10/31/17	0.750000%	0.00	0.00	0.00	0.00	14,484.89	0.00	14,484.89	0.00	0.00	0.00 ok
US Treasury Bond	12/15/17	1.000000%	0.00	0.00	0.00	0.00	21,573.77	0.00	21,573.77	0.00	0.00	0.00 ok
US Treasury Bond	03/31/18	0.750000%	0.00	0.00	0.00	0.00	26,403.69	(0.00)	26,403.69	5,625.00	0.00	0.00 ok
US Treasury Bond	06/15/18	1.125000%	0.00	0.00	0.00	0.00	45,983.61	0.00	45,983.61	0.00	0.00	0.00 ok
US Treasury Bond	10/15/18	0.875000%	0.00	0.00	0.00	0.00	44,222.17	(0.00)	44,222.17	15,312.50	0.00	0.00 ok
US Treasury Bond	11/30/18	1.000000%	0.00	0.00	0.00	0.00	9,793.96	0.00	9,793.96	5,000.00	0.00	0.00 ok
US Treasury Bond	04/15/19	0.875000%	1,000,000.00	992,773.43	0.00	992,773.43	15,987.97	3,293.30	12,694.67	8,750.00	0.00	8,750.00 ok
US Treasury Bond	06/30/19	1.250000%	1,500,000.00	1,496,425.78	0.00	1,496,425.78	31,232.70	3,107.70	28,125.00	28,125.00	0.00	18,750.00 ok
US Treasury Bond	10/31/19	1.250000%	1,000,000.00	993,281.25	0.00	993,281.25	16,643.67	4,178.20	12,465.47	12,465.47	0.00	12,500.00 ok
US Treasury Bond	11/30/19	1.500000%	1,550,000.00	1,536,871.09	0.00	1,536,871.09	20,815.74	5,844.59	14,971.15	14,971.15	0.00	23,250.00 ok
US Treasury Bond	03/31/20	1.375000%	1,500,000.00	1,472,929.70	0.00	1,472,929.70	18,699.79	8,612.70	10,087.09	10,087.09	0.00	20,625.00 ok
US Treasury Bond	05/31/20	1.375000%	1,600,000.00	1,563,937.50	0.00	1,563,937.50	15,418.03	5,500.00	9,918.03	9,918.03	0.00	22,000.00 ok
US Treasury Bond	09/30/20	1.375000%	1,750,000.00	1,699,384.01	1,123.80	1,700,507.81	8,924.35	10,048.15	0.00	0.00	0.00	24,062.51 ok
Federated US Treasury Cash Reserves	Liquid		250,272.16	250,272.16	278,728.08	529,000.24	11,695.31	915.81	10,779.50	7,027.47	1,960.08	12,020.53 ok
Total Investment(s)			10,150,272.16	10,005,874.92	279,851.88	10,285,726.80	331,957.19	41,500.45	291,580.54	117,281.71	1,960.08	141,958.04

City of Decatur
Treasurer's Investment Report

Month of: February, 2019

Fire Capital Bond
Account # 1001006774
Fund 44

Investment Instrument	Maturity Date	Interest Rate	Par Value Amount	Tax Cost Amount	Accrued Interest Purchased + Rec'd.	Total Invested	Interest Earned	Accrued Interest Receivable	Total Interest Received	YTD Interest Received 2018	YTD Interest Received 2019	Estimated Income
US Treasury Bond	10/31/18	0.75000%	0.00	0.00	0.00	0.00	917.12	0.00	917.12	917.12	0.00	0.00 ok
US Treasury Bond	11/30/18	1.00000%	0.00	0.00	0.00	0.00	1,639.34	0.00	1,639.34	1,639.34	0.00	0.00 ok
US Treasury Bond	12/31/18	1.37500%	0.00	0.00	0.00	0.00	4,231.49	0.00	4,231.49	4,231.49	0.00	0.00 ok
US Treasury Bond	02/28/19	1.12500%	0.00	0.00	0.00	0.00	4,883.66	0.00	4,883.66	664.91	4,218.75	0.00 ok
US Treasury Bond	03/31/19	0.99800%	750,000.00	748,505.86	3,080.36	751,586.22	2,031.64	5,112.00	0.00	0.00	0.00	12,187.50 ok
US Treasury Bond	05/31/19	1.12500%	1,000,000.00	989,609.38	0.00	989,609.38	6,501.02	2,812.50	3,688.52	3,688.52	0.00	11,250.00 ok
US Treasury Bond	08/31/19	1.00000%	1,000,000.00	984,218.75	0.00	984,218.75	5,815.44	27.40	5,788.04	788.04	5,000.00	10,000.00 ok
US Treasury Bond	09/30/19	1.37500%	500,000.00	494,648.44	1,152.13	495,800.57	1,718.77	2,870.90	0.00	0.00	0.00	6,875.00 ok
US Treasury Bond	11/30/19	1.00000%	1,000,000.00	979,648.44	0.00	979,648.44	5,778.69	2,500.00	3,278.69	3,278.69	0.00	10,000.00 ok
US Treasury Bond	02/29/20	1.37500%	1,000,000.00	980,742.19	0.00	980,742.19	7,995.96	37.40	7,958.56	1,083.56	6,875.00	13,750.00 ok
US Treasury Bond	05/31/20	1.37500%	1,000,000.00	977,070.31	0.00	977,070.31	7,945.70	3,437.50	4,508.20	4,508.20	0.00	13,750.00 ok
US Treasury Bond	08/31/20	1.37500%	750,000.00	729,990.23	0.00	729,990.23	5,997.42	28.50	5,968.92	812.67	5,156.25	10,312.50 ok
Federated US Treasury Cash Reserves	Liquid		862,653.48	862,653.48	50,123.96	912,777.44	1,999.35	293.67	1,705.68	1,177.42	528.26	20,783.94 ok
Total Investment(s)			7,862,653.48	7,747,087.08	54,356.45	7,801,443.53	57,455.60	17,119.87	44,568.22	22,789.96	21,778.26	108,908.94
GRAND TOTALS:			21,051,780.33	20,776,347.94	404,118.22	21,180,466.16	675,144.51	71,338.15	612,270.38	191,204.57	33,138.06	290,772.79

Notes:

Initial investments for 2015 proceeds settled on 11/25/15, and those for 2016 proceeds on 11/25/16, and 2018 proceeds on 07/31/18 (08/01/18 for Fire Capital).

Total Invested = Tax Cost Amount + Accrued Interest Purchased

Interest Received YTD = cash received

Estimated Income = projected annual interest income

Pooled Cash maturity on 6/15/16 was re-invested with a 6/30/17 maturity.

Pooled Cash maturity on 12/15/16 was re-invested with maturities of 6/30/17 and 11/30/18.

Pooled Cash maturity on 04/30/17 was re-invested with a maturity of 4/15/19.

Water Bond maturity on 05/15/17 was divided: \$700,000 moved to cash and \$2 million re-invested with a maturity of 12/15/17.

Water Bond maturity on 06/15/17 was divided: \$1 million moved to cash and \$1 million re-invested with a maturity of 1/15/18.

Pooled Cash maturity on 06/30/17 was re-invested with a maturity of 6/30/19.

Pooled Cash maturity on 10/31/17 was re-invested with a maturity of 10/31/19.

Pooled Cash maturity on 12/15/17 was re-invested with a maturity of 11/30/19.

Pooled Cash maturity on 03/31/18 was re-invested with a maturity of 03/31/20.

Pooled Cash maturity on 06/15/18 was re-invested with a maturity of 05/31/20.

Pooled Cash maturity on 10/15/18 was re-invested with a maturity of 09/30/20.

Pooled Cash maturity on 11/30/18 was re-invested with a maturity of 11/30/19.

Water Bond maturity on 11/30/18 was re-invested with a maturity of 04/30/19.

Fire Capital maturity on 11/30/18 was re-invested with a maturity of 09/30/19.

Fire Capital maturity on 12/31/18 was re-invested with a maturity of 03/31/19.

home		debt liquidated								gz approved					
Debt Instrument		Debt Purpose	Year of Issue	Year of Re Issue	Year of Maturity	Fund	Source	Payment(s)		Debt (Orig/ Ref) Issue	Debt at 1/1/2019	FY19 Principal Payments	FY19 Interest Payments	Debt at 12/31/2019	FY19 Total Debt Payments
								1st	2nd		input	input	input		
Bond Debt															
Amort sch #															
10	2008 Bonds	Water & Olde Towne TIF Projects	2005/2008	2008	2024	19/80	19/80	6/15	12/15	10,000,000.00	-			-	-
11	2010A Bonds	LOC Payoff-Reynolds Building	2005/2008	2010	2030	50	Tax Levy	6/15	12/15	8,715,000.00	7,235,000.00	495,000.00	403,095.02	6,740,000.00	898,095.02
12	2010B Bonds (BAB/RZEDB)	Water/Old Towne TIF Bonds	2010		2030	80/50/19	80/TL/19	6/15	12/15	28,270,000.00	20,645,000.00	1,325,000.00	1,205,217.50	19,320,000.00	2,530,217.50
13	2010C Bonds	Parking Garage Renovation	2010		2024	19/50	19/TL	6/15	12/15	2,800,000.00	1,430,000.00	215,000.00	57,200.00	1,215,000.00	272,200.00
14	2010D Bonds	Library	1998	2010	2017	50	Tax Levy	6/15	12/15	1,805,000.00	-			-	-
17	2012 Bonds	Refunding of 2004A GO Bonds	2012		2025	50	Tax Levy	3/1	9/1	8,030,000.00	4,860,000.00	645,000.00	104,231.26	4,215,000.00	749,231.26
18	2013 Bonds	Refunding of 2004B GO Bonds	2013		2025	80	80	3/1	9/1	17,220,000.00	10,840,000.00	1,325,000.00	498,975.00	9,515,000.00	1,823,975.00
25	2014 Bonds	Lake Decatur Dredging	2014		2034	80	80	3/1	9/1	24,055,000.00	20,745,000.00	920,000.00	934,837.50	19,825,000.00	1,854,837.50
32	2015 Bonds	Lake Decatur Dredging	2015		2035	80	80	3/1	9/1	23,305,000.00	20,860,000.00	865,000.00	870,350.00	19,995,000.00	1,735,350.00
39	2016 Bonds	Lake Decatur Dredging	2016		2036	80	80	3/1	9/1	22,205,000.00	21,205,000.00	785,000.00	939,056.26	20,420,000.00	1,724,056.26
48	2017 Bonds	Refunding of 2008 GO Bonds	2017		2024	80	80	6/15	12/15	6,275,000.00	5,375,000.00	925,000.00	205,750.00	4,450,000.00	1,130,750.00
49	2018 Bonds	Lake Decatur Dredging, Fire Stations	2018		2038	80/50	80/TL	3/1	9/1	25,810,000.00	25,810,000.00	785,000.00	1,240,700.00	25,025,000.00	2,025,700.00
xxx															
Total Bond Debt										178,490,000.00	139,005,000.00	8,285,000.00	6,459,412.54	130,720,000.00	14,744,412.54
Promissory Notes & Loans Payable															
6	HUD Section 108	Wabash Crossing	2002		2022	50	18/Pilot	2/1	8/1	3,000,000.00	810,000.00	195,000.00	48,859.00	615,000.00	243,859.00
23	2013 Promissory Note	Jonson Controls Initiative	2013		2028	various	80/10/60/70	Qtry	Qtry	17,212,394.00	14,311,177.81	903,443.86	485,056.14	13,407,733.95	1,388,500.00
15	IEPA Contruction Loan	Nitrate Facility (L171674)	2002		2022	80	80	6/1	12/1	7,172,169.35	1,492,449.94	444,204.82	40,152.90	1,048,245.12	484,357.72
16	IEPA Water Loan	Water Projects (L172552)	2011		2031	80	80	1/10	7/10	6,993,328.01	4,701,847.51	361,680.58	-	4,340,166.93	361,680.58
28	IEPA Contruction Loan	Lakeshore Drive Sewer (L174873)	2013		2034	79	79	4/16	10/16	7,589,672.70	6,301,984.12	339,698.44	119,997.12	5,962,285.68	459,695.56
29	Busey Bank	DPD Furniture & Technology (17355)	2014		2019	10	10	Qtry	Qtry	1,500,000.00	156,940.69	156,940.69	821.73	-	157,762.42
34	IEPA Contruction Loan	Union Street Sewer (L175280)	2015		2035	79	79	1/8	7/8	2,172,218.21	1,905,232.65	95,165.02	37,537.12	1,810,067.63	132,702.14
30	Busey Bank	Fire Apparatus - Pumper (20835)	2015		2022	49	49	5/4		439,939.77	259,932.14	62,783.59	5,978.44	197,148.55	68,762.03
35	Soy Capital	Motorola Radio System	2015		2022	10/70	10/70	1/5		1,000,000.00	585,232.07	144,385.92	16,614.08	440,846.15	161,000.00
33	Busey Bank	Police Vehicles - Interceptor (10) (21915)	2015		2017	33	33	Qtry	Qtry	284,732.00	-	-	-	-	-
37	Busey Bank (drawdown)	Fire Facility Rehabilitation (24045)	2016		2023	49	49	2/15	8/15	2,200,000.00	-	-	-	-	-
38	Busey Bank (drawdown)	Local Street Resurfacing (24040)	2016		2023	42	42	2/15	8/15	7,500,000.00	5,089,834.59	1,071,428.56	90,000.00	4,018,406.03	1,161,428.56
45	IEPA Contruction Loan	7th Ward Sewer (L175329)	2016		2038	79	79	3/17	9/17	8,540,318.96	8,364,038.43	363,332.54	144,788.02	8,000,705.89	508,120.56
43	Busey Bank	Police Vehicles - Interceptor (12) (26385)	2017		2018	33	33	Qtry	Qtry	460,011.46	174,647.97	174,647.97	1,740.63	-	176,388.60
44	Busey Bank	Public Works Heavy Equipment (26530)	2017		2022	61	61	Qtry	Qtry	180,624.00	138,170.52	35,221.46	4,064.18	102,949.06	39,285.64
46	IEPA Contruction Loan Pending	Nelson Park Storm Sewer (L175315)	2017			78	78			4,012,487.00	2,337,368.08	-	-	2,337,368.08	-
xxx															
Total Notes & Loans Payable										70,257,895.46	46,628,856.52	4,347,933.45	995,609.36	42,280,923.07	5,343,542.81
Capital Leases															
19	Busey Bank	Fire Apparatus Arial Platform (10)	2011		2018	49	49	9/1		947,850.00	-	-	-	-	-
22	Busey Bank	Water Service Truck (1) (10855)	2013		2018	80	80	Qtry	Qtry	33,988.00	-	-	-	-	-
24	Busey Bank	Sewer Vactor Truck (1) (15820)	2013		2018	79	79	Qtry	Qtry	321,998.00	-	-	-	-	-
26	Busey Bank	Water Service Truck (1) (17360)	2014		2019	80	80	Qtry	Qtry	25,150.00	1,318.97	1,318.97	6.61	-	1,325.58
27	Busey Bank	Traffic Service Truck (1) (17365)	2014		2019	10	10	Qtry	Qtry	31,114.00	1,631.41	1,631.41	8.16	-	1,639.57
36	Busey Bank	Fire Vehicles Interceptor (2) (23250)	2016		2019	49	49	Qtry	Qtry	62,859.84	10,740.48	10,740.48	79.60	-	10,820.08
40	De Lage Landen	VOIP Telephone System	2016		2021	10	10	1/22		351,560.00	211,517.28	66,764.71	11,638.55	144,752.57	78,403.26
41	PNC Equipment Finance	Fire Apparatus Pierce Pumper (202806)	2017		2023	49	49	3/1		428,380.00	361,167.20	68,833.30	8,707.74	292,333.90	77,541.04
42	Presidio Technology Capital	IT Data Storage Equipment	2017		2019	10	10	7/1		285,965.66	95,321.88	95,321.88	-	-	95,321.88
47	PNC Equipment Finance	Public Works Dump Trucks (2) (211637)	2018		2024	61	61	3/2	9/2	331,508.00	284,721.99	43,582.43	9,222.79	241,139.56	52,805.22
50	Motorola Solutions Credit	Police Radios & equipment (24533)	2018		2023	33	33	12/15		1,004,370.24	1,004,370.24	217,612.86	-	786,757.38	217,612.86
xxx															
Total Capital Leases										3,824,743.74	1,970,789.45	505,806.04	29,663.45	1,464,983.41	535,469.49
Total City Debt										252,572,639.20	187,604,645.97	13,138,739.49	7,484,685.35	174,465,906.48	20,623,424.84
										note 1					

Note(s)
1 Debt at beginning of period includes new debt issues or draws within the fiscal period
2 Drawdown loan expected to be fully drawn at 12/31/2018
3 Draw loan in progress fctst of draws to 12/31/2018 - expect full draw to project completion in 2019 - 1st debt payment in 2019

**City of Decatur
Debt Schedule**

PBC

Period Ending: February, 2019
date of update: January 1, 2019

home

home	debt liquidated								
	Debt Instrument	Debt Purpose	Payment Method	Debt Held By Lendor	Paying Agent	Debt Payment	Debt Payment	Debt Payment	Debt Payment
Bond Debt									
Amort sch #									
10	2008 Bonds	Water & Olde Towne TIF Projects	wire transfer	bond holders	BONY Mellon	fund 19 43.2%	fund 80 56.8%		
11	2010A Bonds	LOC Payoff-Reynolds Bulding	wire transfer	bond holders	BONY Mellon	tax levy 100%			
12	2010B Bonds (BAB/RZEDB)	Water/Old Towne TIF Bonds	wire transfer	bond holders	BONY Mellon	fund 80 64.6%	tax levy 25.3%	fund 19 10.1%	
13	2010C Bonds	Parking Garage Renovation	wire transfer	bond holders	BONY Mellon	fund 19 50%	tax levy 50%		
14	2010D Bonds	Library	wire transfer	bond holders	BONY Mellon	tax levy 100%			
17	2012 Bonds	Refunding of 2004A GO Bonds	wire transfer	bond holders	US Bank	tax levy 100%			
18	2013 Bonds	Refunding of 2004B GO Bonds	wire transfer	bond holders	US Bank	fund 80 100%			
25	2014 Bonds	Lake Decatur Dredging	wire transfer	bond holders	US Bank	fund 80 100%			
32	2015 Bonds	Lake Decatur Dredging	wire transfer	bond holders	US Bank	fund 80 100%			
39	2016 Bonds	Lake Decatur Dredging	wire transfer	bond holders	US Bank	fund 80 100%			
48	2017 Bonds	Refunding of 2008 GO Bonds	wire transfer	bond holders	US Bank	fund 80 100%			
49	2018 Bonds	Lake Decatur Dredging, Fire Stations	wire transfer	bond holders	US Bank	fund 80	tax levy	tax levy	
xxx									
xxx									
Total Bond Debt									
Promissory Notes & Loans Payable									
6	HUD Section 108	Wabash Crossing	wire transfer	HUD 108 collections	BONY Mellon	fund 18 principal payment / fund 50 Pilot and or 21 interest pmt			
23	2013 Promissory Note	Jonson Controls Initiative	wire transfer	Regions Capital Advantage, Inc.	Regions Bank Trust	fund 80 94.0%	fund 10 1.0%	fund 60 4.0%	fund 70 1.0%
15	IEPA Contruction Loan	Nitrate Facility (L171674)	wire transfer	Illinois EPA	Amalgated Bank of Chicago	fund 80 100%			
16	IEPA Water Loan	Water Projects (L172552)	wire transfer	Illinois EPA	Amalgated Bank of Chicago	fund 80 100%			
28	IEPA Contruction Loan	Lakeshore Drive Sewer (L174873)	wire transfer	Illinois EPA	Amalgated Bank of Chicago	fund 79 100%			
29	Busey Bank	DPD Furniture & Technology (17355)	check	Busey Bank	Busey Bank	fund 10 100%			
34	IEPA Contruction Loan	Union Street Sewer (L175280)	wire transfer	Illinois EPA	Amalgated Bank of Chicago	fund 79 100%			
30	Busey Bank	Fire Apparatus - Pumper (20835)	check	Busey Bank	Busey Bank	fund 49 100%			
35	Soy Capital	Motorola Radio System	check	Soy Capital Bank & Trust	Soy Capital Bank & Trust	fund 10 80%	fund 70 20%		
33	Busey Bank	Police Vehicles - Interceptor (10) (21915)	check	Busey Bank	Busey Bank	fund 33 100%			
37	Busey Bank	Fire Facility Rehabilitation (24045)	wire transfer	Busey Bank	Busey Bank	fund 49 100%			
38	Busey Bank	Local Street Resurfacing (24040)	bank transfer	Busey Bank	Busey Bank	fund 42 100%			
45	IEPA Contruction Loan	7th Ward Sewer (L175329)	wire transfer	Illinois EPA	Amalgated Bank of Chicago	fund 79 100%			
43	Busey Bank	Police Vehicles - Interceptor (12) (26385)	check	Busey Bank	Busey Bank	fund 33 100%			
44	Busey Bank	Public Works Heavy Equipment (26530)	check	Busey Bank	Busey Bank	fund 61 100%			
46	IEPA Contruction Loan Pending	Nelson Park Storm Sewer (L175315)				fund 78 100%			
xxx									
Total Loans Payable									
Capital Leases									
19	Busey Bank	Fire Apparatus Arial Platform (10)	check	Busey Bank	Busey Bank	fund 49 100%			
22	Busey Bank	Water Service Truck (1) (10855)	check	Busey Bank	Busey Bank	fund 80 100%			
24	Busey Bank	Sewer Vactor Truck (1) (15820)	check	Busey Bank	Busey Bank	fund 79 100%			
26	Busey Bank	Water Service Truck (1) (17360)	check	Busey Bank	Busey Bank	fund 80 100%			
27	Busey Bank	Traffic Service Truck (1) (17365)	check	Busey Bank	Busey Bank	fund 10 100%			
36	Busey Bank	Fire Vehicles Interceptor (2) (23250)	check	Busey Bank	Busey Bank	fund 49 100%			
40	De Lage Landen	VOIP Telephone System	check	De Lage Landen Public Finance	De Lage Landen Public Finance	fund 10 100%			
41	PNC Equipment Finance	Fire Apparatus Pierce Pumper (202806)	check	PNC Equipment Finance	PNC Equipment Finance	fund 49 100%			
42	Presidio Technology Capital	IT Data Storage Equipment	check	Presidio Technology Capital	Presidio Technology Capital	fund 10 100%			
47	PNC Equipment Finance	Public Works Dump Trucks (2) (211637)	check	PNC Equipment Finance	PNC Equipment Finance	fund 61 100%			
50	Motorola Solutions Credit	Police Radios & equipment (24533)	tbd	Motorola Solutions Credit Co	Motorola Solutions Credit Co	fund 33 100%			
xxx									
Total Capital Leases									
Total City Debt									

Water Bond Issue - Status of Water Bond Fund 89

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

Project Scope	
Temporary Easements	-
Road Improvements	-
Dredging	17,521,851
Other	-
Total Scope	17,521,851

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

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

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

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

Actual Bond Spend Activity in Fiscal year 2019	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	11,715,538	8,911,826	4,165,180	4,165,180	4,165,180	4,165,180	4,165,180	4,165,180	4,165,180	4,165,180	4,165,180	4,165,180	
Revenues													
Interest Income	17,893	2,679											20,572
Expenditures													
Dredging - Great Lakes Dredge	2,811,807	4,749,324											7,561,131
Dredging - Chastain & Assoc	9,799												9,799
Dredging - Klingner & Assoc													-
Total Expenditures	2,821,606	4,749,324	-	-	-	-	-	-	-	-	-	-	7,570,930
Ending cash available	8,911,826	4,165,180	4,165,180	4,165,180	4,165,180	4,165,180	4,165,180	4,165,180	4,165,180	4,165,180	4,165,180	4,165,180	

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

Period Ending: February, 2019

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	Revised Budget
REVENUE														
Actual	5,376,047	5,140,972											10,517,019	
Budget Projection	4,667,924	5,329,554	4,883,409	4,731,866	5,628,667	4,740,606	9,695,351	5,013,860	4,771,764	8,607,282	4,838,887	5,090,829		68,000,000
Vs budget in month	708,122	(188,581)	-	-	-	-	-	-	-	-	-	-		
Vs budget to date	708,122	519,541	-	-	-	-	-	-	-	-	-	-	1,227,663	
EXPENSE														
Personnel Expense														
Actual	3,187,741	3,126,533											6,314,274	
Budget Projection	3,445,995	3,345,995	3,345,995	3,345,995	4,953,034	3,345,995	8,185,099	3,345,995	3,345,995	8,634,919	3,345,995	3,819,005		52,460,014
Vs budget in month	(258,254)	(219,462)	-	-	-	-	-	-	-	-	-	-		
Vs budget to date	(258,254)	(477,715)	-	-	-	-	-	-	-	-	-	-	(735,969)	
Operating Expense														
Actual	911,157	935,331											1,846,488	
Budget Projection	1,480,430	1,143,133	1,000,649	1,787,461	999,953	1,175,480	1,547,739	1,290,484	952,254	1,600,254	956,971	1,605,178		15,539,986
Vs budget in month	(569,273)	(207,802)	-	-	-	-	-	-	-	-	-	-		
Vs budget to date	(569,273)	(777,075)	-	-	-	-	-	-	-	-	-	-	(1,346,349)	
TOTAL EXPENSE														
Actual	4,098,898	4,061,864	-	-	-	-	-	-	-	-	-	-	8,160,762	
Budget Projection	4,926,425	4,489,128	4,346,644	5,133,455	5,952,987	4,521,474	9,732,838	4,636,479	4,298,249	10,235,172	4,302,966	5,424,183		68,000,000
Vs budget in month	(827,527)	(427,264)	-	-	-	-	-	-	-	-	-	-		
Vs budget to date	(827,527)	(1,254,791)	-	-	-	-	-	-	-	-	-	-	(2,082,318)	
Surplus / (Deficit)														
Actual	1,277,149	1,079,109	-	-	-	-	-	-	-	-	-	-	2,356,258	
Budget Projection	(258,501)	840,426	536,765	(401,589)	(324,320)	219,131	(37,487)	377,381	473,515	(1,627,891)	535,922	(333,354)		0
Vs budget in month	1,535,650	238,682	-	-	-	-	-	-	-	-	-	-		
Vs budget to date	1,535,650	1,774,332	-	-	-	-	-	-	-	-	-	-	3,309,981	
Beginning Cash Balance														
Actual	5,195,823	6,482,064	-	-	-	-	-	-	-	-	-	-		
Budget Projection	9,092	1,007												
Vs budget in month														
Vs budget to date														
Balance Sheet Adjustments														
Actual														
Budget Projection														
Vs budget in month														
Vs budget to date														
Ending Cash Balance														
Actual	6,482,064	7,562,179	-	-	-	-	-	-	-	-	-	-		
Budget Projection														
Vs budget in month														
Vs budget to date														

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, 2019

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	725,724	-											725,724	13,599,460	5%
var	REAL ESTATE TAX-TIF DISTRICTS	var	216,299	-											216,299	2,216,565	10%
	OTHER TAXES TOTAL		942,023	-	-	-	-	-	-	-	-	-	-	-	942,023	15,816,025	6%
OTHER TAXES TOTAL																	
var	LOCAL SALES TAX	var	892,334	864,722											1,757,056	10,073,860	17%
var	STATE SALES TAX	var	984,872	935,303											1,920,175	11,501,040	17%
	OTHER TAXES TOTAL		1,877,205	1,800,025	-	-	-	-	-	-	-	-	-	-	3,677,230	21,574,900	17%
GENERAL FUND																	
LOCAL TAXES																	
301302	CABLE TV TAX	10	23,697	230,959											254,657	983,000	26%
301203	FOOD & BEVERAGE TAX	10	294,707	240,384											535,091	3,236,000	17%
301204	HOTEL AND MOTEL TAX	10	64,314	61,320											125,634	979,000	13%
301106	MOBILE HOME PRIVELEGE TAX	10	15,121	-											15,121	11,000	137%
301103	PROPERTY TAX	10	514,582	-											514,582	8,814,120	6%
301202	TELEPHONE UTILITY TAX	10	131,098	126,546											257,644	1,492,000	17%
301209	UTILITY TAX - ELECTRIC & GAS	10	438,577	460,353											898,929	5,644,000	16%
	Sub Total		1,482,097	1,119,562	-	-	-	-	-	-	-	-	-	-	2,601,659	21,159,120	12%
OTHER TAXES (REMITTED BY STATE)																	
301208	AUTO RENTAL TAX	10	3,644	3,042											6,685	37,000	18%
301205	LOCAL SALES TAX	10	873,814	846,202											1,720,016	9,838,200	17%
301207	LOCAL USE TAX	10	205,607	227,498											433,105	2,572,000	17%
302105	STATE INCOME TAX	10	631,574	759,834											1,391,408	7,558,000	18%
302104	STATE REPLACEMENT TAX	10	118,244	-											118,244	891,000	13%
301201	STATE SALES TAX	10	970,292	920,723											1,891,015	11,306,800	17%
301210	VIDEO GAMING TAX	10	121,070	129,643											250,713	1,448,000	17%
	Sub Total		2,924,244	2,886,942	-	-	-	-	-	-	-	-	-	-	5,811,186	33,651,000	17%
OTHER GOVERNMENTAL SOURCES																	
301102	ROAD & BRIDGE TAX	10	13,877	-											13,877	380,000	4%
	Sub Total		13,877	-	-	-	-	-	-	-	-	-	-	-	13,877	380,000	4%
CHARGE SERVICES (INTERNAL CITY)																	
303607	PAYMENT IN LIEU OF TAXES	10	144,511	144,511											289,022	1,734,132	17%
303608	RISK & EE BENEFIT SERVICES	10	13,801	13,801											27,602	165,600	17%
303621	ADMIN SERVICES	10	160,771	160,771											321,542	1,929,252	17%
303622	PUBLIC WORKS SERVICES	10	140,103	140,103											280,206	1,681,236	17%
303623	HUMAN RELATIONS SERVICES	10	6,873	6,873											13,746	82,476	17%
303624	PURCHASING SERVICES	10	12,581	12,581											25,162	150,972	17%
303626	BLDG INSPECTION SERVICES	10	14,063	14,063											28,126	168,756	17%
303627	PENSION FUND ADMIN SERV	10	4,280	4,280											8,560	51,360	17%
303628	SEWER FUND-EPA	10	28,053	28,053											56,106	336,636	17%
306700	IT SERVICES	10	64,607	64,607											129,214	775,284	17%
306707	CDBG PERSONNEL/EXP REIMB	10	37,197	53,202											90,399	384,485	24%
306751	HOME PERSONNEL/EXP REIMB	10	2,982	6,923											9,905	101,551	10%
306753	DUATS PERSONNEL/EXP REIMB	10	46,624	-											46,624	97,263	48%
303601	MFT REIMB-MSC/TRAF SIGNAL	10	18,879	30,021											48,900	523,000	9%
303606	WATER STREET CUTS	10	21,828	9,797											31,625	312,000	10%
	Sub Total	10	717,153	689,586	-	-	-	-	-	-	-	-	-	-	1,406,739	8,494,003	17%

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, 2019

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
3rd Party Revenue																	
303413	AMEREN FRANCHISE PAYMENTS	10	76,759	76,759											153,519	921,000	17%
303510	ELECTRIC AGGREGATION ADMIN	10	5,996	7,767											13,763	79,000	17%
Sub Total			82,756	84,526	-	-	-	-	-	-	-	-	-	-	167,282	1,000,000	17%
Grants																	
302106	FEDERAL	10	-	-											-	-	-
302114	POLICE OT REIMBURSEMENTS	10	9,868	4,705											14,573	137,000	11%
302107	STATE GRANTS OR OTHER	10	-	-											-	119,000	0%
Sub Total			9,868	4,705	-	-	-	-	-	-	-	-	-	-	14,573	256,000	6%
Fees for Services External																	
304300	ANIMAL REGISTRATION LATE FEES	10	475	775											1,250	9,000	14%
304302	GARBAGE HAULERS	10	-	-											-	27,000	0%
304303	CONTRACTOR LICENSES	10	6,750	1,725											8,475	28,000	30%
304304	LIQUOR LICENSES	10	-	200											200	534,000	0%
304306	BOAT LICENSES	10	-	-											-	127,000	0%
304307	OTHER LICENSES	10	2,782	997											3,779	183,000	2%
304401	BUILDING PERMITS	10	5,682	20,701											26,383	271,000	10%
304402	PIER PERMITS	10	-	183											183	76,000	0%
303301	ON STREET PARKING	10	242	328											570	9,000	6%
303302	PARKING LOT 1	10	999	2,808											3,807	20,000	19%
303306	PARKING LOT 10	10	368	908											1,277	8,000	16%
303308	GARAGE C	10	3,820	13,490											17,310	66,000	26%
303310	RESIDENTIAL PARKING	10	780	60											840	2,000	42%
303312	DOWNTOWN EMPL PARKING PERMIT	10	2,353	1,753											4,106	28,000	15%
304490	ADMIN COURT FINES	10	7,991	8,918											16,909	107,000	16%
305500	ADMINISTRATIVE COURT FEES	10	4,425	4,312											8,737	58,000	15%
305501	COURT FINES	10	10,708	14,280											24,988	163,000	15%
305502	BOOT FEE	10	280	525											805	7,000	12%
305503	WEED CUTTING FEES	10	2,272	3,820											6,092	71,000	9%
305505	ILLEGAL USE OF VEHICLE	10	27,000	22,575											49,575	296,000	17%
305506	OVERTIME PARKING FEES	10	13,258	16,347											29,605	165,000	18%
305507	VARIANCE AND ZONING	10	940	1,410											2,350	11,000	21%
305513	OTHER FINES AND FEES	10	140	10											150	4,000	4%
305516	PET CITATIONS	10	8,693	5,235											13,928	72,000	19%
305517	DUCK BLIND FEES	10	-	-											-	1,000	0%
305520	TRASH & CLEAN UP FINES	10	2,063	3,362											5,425	45,000	12%
303415	PROFESSIONAL STANDARDS	10	1,501	-											1,501	3,000	50%
308801	RENTAL OF CITY PROPERTY	10	100	200											300	1,200	25%
308802	SALE OF CITY PROPERTY	10	-	-											-	500	0%
308803	SALE OF OTHER PROPERTY	10	-	45											45	400	11%
308807	DEMOLITION PAYMENTS	10	4,585	10,505											15,090	36,000	42%
308810	DAMAGE TO CITY PROPERTY	10	-	200											200	2,500	8%
308814	INVENTORY REIMBURSEMENTS	10	-	(14)											(14)	-	-
308817	NOISE ORDINANCE FINES	10	-	-											-	-	-
308890	REIMBURSEMENT OF EXPENSE	10	-	5,114											5,114	5,000	102%
308898	BANK RECONCILIATION ADJ	10	-	-											-	277	0%
308899	MISCELLANEOUS INCOME	10	1,946	937											2,883	40,000	7%
310010	FIRE PROGRAMS	10	-	240											240	7,000	3%
305512	FIRE & BURGLAR ALARMS	10	200	100											300	2,000	15%
305514	POLICE RECORDS	10	715	885											1,600	12,000	13%
302401	STATE ROUTE MAINTENANCE	10	30,559	-											30,559	119,000	26%
303405	SCHOOL DISTRICT REIMB	10	-	206,102											206,102	413,000	50%
Sub Total			141,629	349,035	-	-	-	-	-	-	-	-	-	-	490,663	3,029,877	16%
Investment/Other Income																	
307101	INTEREST INCOME	10	4,425	6,617											11,041	30,000	37%
Sub Total			4,425	6,617	-	-	-	-	-	-	-	-	-	-	11,041	30,000	37%
General Fund Total			5,376,047	5,140,972	-	-	-	-	-	-	-	-	-	-	10,517,019	68,000,000	15%
Development Services																	
various	PLANNING	12	6,058	7,842											13,900	78,000	18%
various	HOME PROGRAM	17	34,253	30,919											65,172	874,373	7%
various	CDBG	18	132,247	97,953											230,200	2,756,561	8%
various	DUATS	22	82,801	50											82,851	260,000	32%

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, 2019

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
various PEG PROJECTS	40	36	15,467											15,503	76,250	20%
various MASS TRANSIT	70	85,055	37,153											122,208	9,265,500	1%
various DCDF	82	2,727	226											2,952	18,000	16%
various NEIGHBORHOOD IMPROVEMENTS	83	1	2											3	-	-
various COMMUNITY REVITALIZATION	84	799	1,218											2,017	130,000	2%
various RECYCLING	88	64,434	54,669											119,103	698,500	17%
Sub Total		408,410	245,499	-	-	-	-	-	-	-	-	-	-	653,909	14,157,184	5%
Redevelopment & TIF																
various OLDE TOWNE TIF	19	73,938	-											73,938	1,610,075	5%
various SE PLAZA TIF	20	9,813	9,327											19,140	431,832	4%
various WABASH CROSSING TIF	21	141,852	361											142,213	558,806	25%
various EASTGATE TIF	23	16,335	16,247											32,582	322,458	10%
various SOUTHSIDE TIF	24	65	(53)											12	19,897	0%
various PINES SHOPPING CENTER TIF	28	2,802	2,741											5,542	105,772	5%
various GRAND & OAKLAND TIF	29	5,185	5,075											10,261	191,644	5%
Sub Total		249,991	33,698	-	-	-	-	-	-	-	-	-	-	283,689	3,240,484	9%
Public Safety																
various STATE DRUG ENFORCEMENT	25	39,635	257											39,892	192,400	21%
various DUI COURT FINES	26	6,465	8,475											14,939	118,965	13%
various POLICE PROGRAMS/LAB	27	311	177											488	15,010	3%
various FEDERAL DRUG ENFORCEMENT	30	18,876	109											18,985	150,200	13%
various FIRE EMERGENCY GRANT	32	-	-											-	100,000	0%
various POLICE CAPITAL	33	714	263											978	1,342,300	0%
various FOREIGN FIRE INSURANCE	37	440	199											639	100,000	1%
various POLICE JUSTICE ADMIN GRANT	39	-	-											-	40,000	0%
various 2018 PROJECT FUND	44	594	24,394											24,988	33,000	76%
various FIRE CAPITAL	49	130,375	3,556											133,930	175,000	77%
Sub Total		197,410	37,428	-	-	-	-	-	-	-	-	-	-	234,839	2,266,875	10%
Debt Service																
various DEBT SERVICE	50	72,441	16,222											88,662	2,068,633	4%
Public Works & Capital																
various LOCAL STREETS & ROADS	42	159,154	152,188											311,343	1,781,000	17%
various CAPITAL STREET PROJECTS	45	16,080	118,203											134,282	175,538	76%
various MFT PROJECTS	46	166,206	166,414											332,620	2,128,000	16%
various MAJOR MOVES	47	30,000	-											30,000	7,632,250	0%
various FLEET MAINTENANCE	60	203,373	209,421											412,794	2,849,652	14%
various EQUIPMENT REPLACEMENT	61	403	538											942	3,300	29%
various STORMWATER PROJECTS	78	129,580	1,146,421											1,276,001	2,720,865	47%
various SEWER PROJECTS	79	541,245	534,516											1,075,761	9,627,720	11%
Sub Total		1,246,042	2,327,701	-	-	-	-	-	-	-	-	-	-	3,573,743	26,918,325	13%
Library																
various LIBRARY OPERATIONS	35	232,364	50,666											283,031	3,835,545	7%
various LIBRARY CAPITAL	58	78	106											184	250,000	0%
various LIBRARY TRUST FUNDS	59	410	570											980	30,000	3%
Sub Total		232,853	51,343	-	-	-	-	-	-	-	-	-	-	284,195	4,115,545	7%

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, 2019

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 Miscellaneous																
various	BUILDING FUND	34	49,627	49,671										99,298	2,394,888	4%
various	BAND	36	6,373	982										7,355	95,256	8%
various	RISK MANAGEMENT	64	274,224	278,225										552,449	3,305,548	17%
various	EMPLOYEE BENEFIT	65	725,607	825,114										1,550,721	11,450,728	14%
various	FIBER OPTICS	77	684	1,656										2,340	10,000	23%
Sub Total			1,056,516	1,155,647	-	-	-	-	-	-	-	-	-	2,212,163	17,256,420	13%
Water Utility & Capital																
various	WATER	80	2,395,149	2,294,094										4,689,244	31,360,000	15%
various	WATER CAPITAL	81	9,458	12,385										21,844	4,025,538	1%
various	WATER BOND FUND	89	17,893	2,679										20,572	36,895	56%
Sub Total			2,422,501	2,309,158	-	-	-	-	-	-	-	-	-	4,731,659	35,422,433	13%
Fudiciary Trust & Agency																
various	FIRE PENSION	90	343,467	343,344										686,811	9,933,645	7%
various	POLICE PENSION	91	335,594	297,608										633,202	10,977,477	6%
Sub Total			679,062	640,952	-	-	-	-	-	-	-	-	-	1,320,013	20,911,122	6%
Grand Total Revenues			11,941,272	11,958,620	-	-	-	-	-	-	-	-	-	23,899,892	194,357,021	12%

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

home

Net Assessed Value \$: 814,500,000 not certified
City Tax Rate: 1.70374% not certified

Assessed Value Year 2018
Pay Year 2019
in Process

note	Tax Levy Item	Fund	Net Assessed	input	input	input	Billed
			Value	Tax	Tax Levy	Extension	
			not certified	not certified	\$ Amount ordinance	\$ Amount not certified	\$ Amount not certified
	General Obligation Bond Debt	50	814,500,000	0.23548%	1,918,000.00	1,918,000.00	1,918,000.00
	General Purpose	10	814,500,000	0.00000%	-	-	-
	Fire Pension	10	814,500,000	0.58281%	4,747,000.00	4,747,000.00	4,747,000.00
	Police Pension	10	814,500,000	0.52142%	4,247,000.00	4,247,000.00	4,247,000.00
	City Library	35	814,500,000	0.35605%	2,900,000.00	2,900,000.00	2,900,000.00
	Municipal Band	36	814,500,000	0.00798%	65,000.00	65,000.00	65,000.00
	Mass Transit						
	Bonds Public Building						
1	Total City		814,500,000	1.70374%	13,877,000.00	13,877,000.00	13,877,000.00
			ok	ok	ok	ok	ok
						1.70374	
	TIF District (tax code district)		AV Increment	input	input	input	Billed
			Value	Tax	AV Increment	Extension	
			not certified	not certified	\$ Amount	\$ Amount not certified	\$ Amount not certified
	ZTF3 Pines TIF (4062)	28	689,974	10.47455%	72,271.67	72,272.00	72,272.00
	ZTF4 SE Plaza TIF (9542)	20	3,332,550	9.57320%	319,031.68	319,032.00	319,032.00
	ZTF5 Olde Towne TIF (4555)	19	9,971,266	10.47455%	1,044,445.24	1,044,445.00	1,044,445.00
	ZTF6 Near North TIF (4455)	21	5,334,892	10.47455%	558,805.93	558,806.00	558,806.00
	ZTF8 Eastgate TIF (9543)	23	963,211	9.87921%	95,157.64	95,158.00	95,158.00
	ZTF0 Grand & Oakland (4062)	29	1,220,524	10.47455%	127,844.40	127,844.00	127,844.00
	ZTFA SS Redevelopment (xxxx)	24	193,524	10.28152%	19,897.21	19,897.00	19,897.00
2	Redevelopment TIF		21,705,941		2,237,453.76	2,237,454.00	2,237,454.00
			ok			ok	ok
	Total Property Tax Levy				16,114,453.76	16,114,454.00	16,114,454.00

Note(s)

- 1 Data per City of Decatur 2018 Tax Levy - certification and extension dated xxxx xx, 2019 certified xxx xx, 2019 received by City xxx xx, 2019
- 2 Data per Macon County - AV increment, Tax Rates, certification and extention dated xxx xx, 2019 received by City xxx xx, 2019

Prepared By:
Office of the City Treasurer

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

**Assessed Value Year
Pay Year
2018
2019
in Process**

Tax Levy Item	Fund	Billed \$ Amount	99.0% Collection Rate	Expected Collection \$ Amount	input	input	input	Total Distribution	Expected Account Receivable \$ Amount	Actual Collection Rate
					Distribution 1 xx/xx/2019	Distribution 2 xx/xx/2019	Distribution 3 xx/xx/2019			
General Obligation Bond Debt	50	1,918,000.00	99.0%	1,898,820.00	-	-	-	-	1,898,820.00	0.0%
General Purpose	10	-	99.0%	-	-	-	-	-	0	-
Fire Pension	10	4,747,000.00	99.0%	4,699,530.00	-	-	-	-	4,699,530.00	0.0%
Police Pension	10	4,247,000.00	99.0%	4,204,530.00	-	-	-	-	4,204,530.00	0.0%
City Library	35	2,900,000.00	99.0%	2,871,000.00	-	-	-	-	2,871,000.00	0.0%
Municipal Band	36	65,000.00	99.0%	64,350.00	-	-	-	-	64,350.00	0.0%
Mass Transit		-			-	-	-	-	-	
Public Building Bonds		-			-	-	-	-	-	
Total City		13,877,000.00		13,738,230.00	-	-	-	-	13,738,230.00	0.0%
City Collection Rate:									0.0%	
ZTF3 Pines TIF (4062)	28	72,272.00	100.0%	72,272.00	-	-	-	-	72,272.00	0.0%
ZTF4 SE Plaza TIF (9542)	20	319,032.00	100.0%	319,032.00	-	-	-	-	319,032.00	0.0%
ZTF5 Olde Towne TIF (4555)	19	1,044,445.00	98.0%	1,023,556.00	-	-	-	-	1,023,556.00	0.0%
ZTF6 Near North TIF (4455)	21	558,806.00	100.0%	558,806.00	-	-	-	-	558,806.00	0.0%
ZTF8 Eastgate TIF (9543)	23	95,158.00	100.0%	95,158.00	-	-	-	-	95,158.00	0.0%
ZTF0 Grand & Oakland (xxxx)	29	127,844.00	100.0%	127,844.00	-	-	-	-	127,844.00	0.0%
ZTFA SS Redevelopment (xxxx)	24	19,897.00	100.0%	19,897.00	-	-	-	-	19,897.00	0.0%
Redevelopment TIF		2,237,454.00		2,216,565.00	-	-	-	-	2,216,565.00	0.0%
City Collection Rate:									0.0%	
Total Property Tax Levy		16,114,454.00		15,954,795.00	-	-	-	-	15,954,795.00	0.0%
City Collection Rate:					ok	ok		0.0%		

Note(s)

- 1 Payment received xx/xx/2019 from Macon County Treasurer with check distribution / checks xxxxx, dated xxxx xx, 2019
- 2 Payment received xx/xx/2019 from Macon County Treasurer with check distribution / checks xxxxx, dated xxxx xx, 2019
- 3 Payment received xx/xx/2019 from Macon County Treasurer with check distribution / checks xxxxx, dated xxxx xx, 2019

Footnote (Not a part of City Tax Levy)

Decatur Road & Bridge Tax Distribution	10-0831-301102
--	----------------

Total County Distribution to Civil City	-	-	-	-
	ok	ok	ok	

Footnote (Not a part of City Tax Levy)

Decatur Mobile Home Privilege Tax Distribution	10-0231-301106
--	----------------

Distribution to City including TIF & Mobile Home	-	-	-	-
	ok	ok	ok	

test s/b "0"

Current Distribution Accounting

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

Prepared By:
Office of the City Treasurer

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

Period Ending: February, 2019

Grant ID	Div	Grant Name	State	Federal	In Budget	Status	Grant Amount	
1	050	Planning & Sustainability	702202 ITEP DECATUR CORRIDOR MONUMENT		X	Y	ACTIVE	1,000,000
35	050	Planning & Sustainability	18T0015 3-C TRANSPORTATION PLANNING ACTIVITIES (DUATS PL)	X	X	Y	ACTIVE	268,705
36	050	Planning & Sustainability	18T0015 TECHNICAL STUDIES GRANT (DUATS FTA)	X	X	Y	ACTIVE	67,176
45	050	Planning & Sustainability	19-1009-6847 TRANSPORTATION PLANNING ACTIVITIES (DUATS)		X	Y	ACTIVE	277,090
46	050	Planning & Sustainability	19-1009-6847 TRANSPORTATION PLANNING ACTIVITIES (DUATS)	X		Y	ACTIVE	69,272
48	050	Planning & Sustainability	BROWNFIELDS COMMUNITY WIDE ASSESSMENT GRANT		S	N	PENDING	300,000
42	053	Neighborhood Services	APP-51418 ABANDONED RESIDENTIAL PROPERTY MUNICIPALITY RELIEF PROGRAM	X		N	PENDING	125,000
C2015	054	Neighborhood Outreach	B-15-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)		X	Y	ACTIVE	1,241,326
C2016	054	Neighborhood Outreach	B-16-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)		X	Y	ACTIVE	1,268,061
C2017	054	Neighborhood Outreach	B-17-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)		X	Y	ACTIVE	1,262,045
C2018	054	Neighborhood Outreach	B-18-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)		X	Y	ACTIVE	1,378,744
H2015	054	Neighborhood Outreach	M-15-MC-17-0203 HOME INVESTMENT PARTNERSHIP		X	Y	ACTIVE	269,693
H2016	054	Neighborhood Outreach	M-16-MC-17-0203 HOME INVESTMENT PARTNERSHIP		X	Y	ACTIVE	327,118
H2017	054	Neighborhood Outreach	M-17-MC-17-0203 HOME INVESTMENT PARTNERSHIP		X	Y	ACTIVE	330,899
H2018	054	Neighborhood Outreach	M-18-MC-17-0008 HOME INVESTMENT PARTNERSHIP		X	Y	ACTIVE	444,741
32	065	Police	2017 BULLETPROOF VEST PARTNERSHIP (BVP)		X	Y	ACTIVE	26,954
34	065	Police	AP-18-0120 STEP		X	Y	CLOSED	70,566
43	065	Police	AP-19-0072 STEP		X	Y	ACTIVE	69,540
49	065	Police	AP-20-XXXX STEP		X	Y	PENDING	125,742
44	065	Police	2018 BULLETPROOF VEST PARTNERSHIP (BVP)		X	Y	ACTIVE	28,400
J2016	065	Police	2016-DJ-BX-0285 JUSTICE ASSISTANCE GRANT		X	N	CLOSED	30,236
09331	082	Public Works	P-97-072-10 ILLINIOS JOBS NOW; BRUSH COLLEGE SUBWAY IMPROVEMENTS	X		Y	CLOSED	1,465,557
09334	082	Public Works	R-97-007-17 ILLINOIS JOBS NOW; BRUSH COLLEGE RD EXPENSION R-O-W	X		Y	ACTIVE	2,006,014
09335	082	Public Works	IL COMPETITIVE FREIGHT PROGRAM-BRUSH COLLEGE/FAIRES PKWY GRADE SEP		X	N	ACTIVE	25,000,000
1222	082	Public Works	NELSON PARK BIORETENTION PROJECT	X		N	ELIMINATED	575,000
12221	082	Public Works	IEPA L17-5315 WATER PLLUTION CONTROL-NELSON PARK SEWER		X	Y	ACTIVE	4,844,000
1325	082	Public Works	95784 MOUND ROAD BRIDGE		X	N	ACTIVE	818,214
1406	082	Public Works	15-203002 IL DCEO (MIDWEST INLAND PORT TRANSPORTATION STUDY)	X		N	ON HOLD	250,000
14062	082	Public Works	17 751 04201 SUPPLY CHAIN NETWORK PLANNING & OPTIMIZATION STRATEGY		X	N	ACTIVE	230,020
1507	082	Public Works	IEPA L17-5329 WATER PLLUTION CONTROL-7TH WARD SEWER		X	Y	ACTIVE	9,203,831
L2017	350	Library	FY2017 IL PUBLIC LIBRARY PER CAPITA GRANT	X		Y	ACTIVE	59,104
L2018	350	Library	FY2018 IL PUBLIC LIBRARY PER CAPITA GRANT	X		Y	ACTIVE	95,152
38	350	Library	18-3007-PNG PROJECT NEXT GENERATION		X	Y	ACTIVE	12,200
47	350	Library	19-2032-PNG PROJECT NEXT GENERATION		X	Y	ACTIVE	14,600
F13	700	Mass Transit	IL-90-X710 FY13 CAPITAL PROJECT		X	Y	CLOSED	80,320
F16-1	700	Mass Transit	IL-2016-027-00 FY1 OPERATING ASSISTANCE/CAPITAL		X	Y	ACTIVE	1,651,807
F17-1	700	Mass Transit	IL-2017-029-01 FY17 OPERATING ASSISTANCE		X	Y	CLOSED	1,612,548
F17-2	700	Mass Transit	IL-2017-029-02 FY17 REPLACEMENT OF CARPETING & BUS STOP IMPROVEMENTS		X	Y	ACTIVE	153,802
F18	700	Mass Transit	IL-2018-PND FY18 OPERATING ASSISTANCE		X	Y	SUBMITTED	1,650,000
F19	700	Mass Transit	IL-2019-PND FY19 OPERATING ASSISTANCE		X	Y	SUBMITTED	1,700,000
FC18	700	Mass Transit	IL-2018-PND FY18 CAPITAL		X	Y	SUBMITTED	152,000
FC19	700	Mass Transit	IL-2019-PND FY19 CAPITAL		X	Y	SUBMITTED	148,400
S18	700	Mass Transit	OP-18-08-IL #4876 FY-2018 DOWNSTATE OPERATING ASSISTANCE GRANT	X		Y	ACTIVE	10,051,800
S19	700	Mass Transit	OP-19-08-IL #4953 FY-2019 DOWNSTATE OPERATING ASSISTANCE GRANT	X		Y	ACTIVE	11,057,000
SC14	700	Mass Transit	CAP-14-1034-ILL #4464 CAPITAL GRANT	X		Y	ACTIVE	3,190,000
50	700	Mass Transit	#PENDING, DECATUR COMPREHENSIVE OPERATIONS ANALYSIS		X	Y	AWARDED	75,000

Bold print indicates information updated from previous month's report

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

February, 2019

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	3,389	4,567											7,956	49,964	49,964	16%
015	EXECUTIVE	10	46,337	64,050											110,387	661,375	661,375	17%
016	HUMAN RESOURCES	10	38,806	49,624											88,429	556,752	556,752	16%
017	INFORMATION TECHNOLOGIES	10	164,778	122,884											287,662	1,904,403	1,904,403	15%
018	CITY CLERK	10	2,451	1,830											4,281	28,514	28,514	15%
020	LEGAL	10	65,764	63,520											129,284	892,352	892,352	14%
035	FINANCE	10	92,095	118,193											210,287	1,466,044	1,466,044	14%
037	PURCHASING	10	17,272	17,104											34,376	229,214	229,214	15%
038	CIVIC CENTER	10	3,689	16,377											20,066	229,136	229,136	9%
039	CITY GENERAL ADMINISTRATIVE	10	30,000	170,864											200,864	1,876,136	1,876,136	11%
Sub Total			464,580	629,012	-	-	-	-	-	-	-	-	-	-	1,093,592	7,893,890	7,893,890	14%
Development Services																		
050	PLANNING & SUSTAINABILITY	10	47,828	45,887											93,715	612,275	612,275	15%
052	BUILDING INSPECTIONS	10	46,612	46,503											93,115	621,842	621,842	15%
053	NEIGHBORHOOD INSPECTIONS	10	41,364	45,082											86,446	818,914	818,914	11%
054	NEIGHBORHOOD OUTREACH	10	25,767	25,801											51,568	344,684	344,684	15%
Sub Total			161,571	163,273	-	-	-	-	-	-	-	-	-	-	324,844	2,397,715	2,397,715	14%
Public Safety																		
065	POLICE	10	1,616,637	1,593,106											3,209,742	28,130,390	28,130,390	11%
070	FIRE	10	1,169,192	982,954											2,152,147	19,693,504	19,693,504	11%
Sub Total			2,785,829	2,576,060	-	-	-	-	-	-	-	-	-	-	5,361,889	47,823,894	47,823,894	11%
Public Works																		
080	PUBLIC WORKS ADMIN	10	154,897	19,195											174,093	523,748	523,748	33%
082	ENGINEERING	10	77,819	76,864											154,684	1,258,629	1,258,629	12%
083	MUNICIPAL SERVICES	10	356,750	359,498											716,248	4,733,291	4,733,291	15%
084	STREETS	10	68,324	81,641											149,965	966,437	966,437	16%
086	TRAFFIC & PARKING	10	4,806	124,721											129,527	1,843,782	1,843,782	7%
088	URBAN FORESTRY	10	24,320	31,600											55,920	558,614	558,614	10%
Sub Total			686,918	693,519	-	-	-	-	-	-	-	-	-	-	1,380,437	9,884,501	9,884,501	14%
General Fund Expenditure Total			4,098,898	4,061,864	-	-	-	-	-	-	-	-	-	-	8,160,762	68,000,000	68,000,000	12%

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

February, 2019

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
Development Services																		
120	PLANNING	12	396	37,322											37,718	225,000	225,000	17%
170	HOME PROGRAM	17	3,067	7,462											10,529	229,278	229,278	5%
171	PROGRAM DELIVERY COSTS	17	31,465	13,053											44,518	645,095	645,095	7%
181	PROJECTS	18	23,277	31,993											55,271	1,467,602	1,467,602	4%
183	REHAB PROJECTS	18	91,785	41,672											133,457	848,203	848,203	16%
184	ADMINISTRATION	18	17,525	24,288											41,813	440,756	440,756	9%
220	DUATS	22	81,118	406											81,523	227,263	227,263	36%
400	PEG PROJECTS	40	2,463	2,463											4,925	79,693	79,693	6%
701	MT-OPERATIONS	70	79,494	84,785											164,279	983,653	983,653	17%
702	MT-MAINTENANCE	70	127,401	103,065											230,467	1,607,873	1,607,873	14%
703	MT-TRANSPORTATION	70	361,833	285,168											647,000	5,113,051	5,113,051	13%
704	MT-INSURANCE	70	26,587	22,734											49,321	295,251	295,251	17%
705	MT-CAPITAL	70	-	-											-	345,308	345,308	0%
820	DCDF	82	302	2,914											3,215	143,000	143,000	2%
830	NEIGHBORHOOD IMPROVEMENTS	83	-	-											-	3,000	3,000	0%
840	COMMUNITY REVITALIZATION	84	22,384	124,013											146,397	522,394	522,394	28%
841	COMM REVITALIZATION GRANT	84	-	-											-	1,000,000	1,000,000	0%
880	RECYCLING	88	58,141	53,446											111,587	665,251	665,251	17%
Sub Total			927,238	834,783	-	-	-	-	-	-	-	-	-	-	1,762,020	14,841,671	14,841,671	12%
Redevelopment & TIF																		
190	OLDE TOWNE TIF	19	-	-											-	1,475,700	1,475,700	0%
200	SE PLAZA TIF	20	434,105	-											434,105	550,000	550,000	79%
210	WABASH CROSSING TIF	21	-	-											-	610,524	610,524	0%
230	EASTGATE TIF	23	-	-											-	322,458	322,458	0%
241	SOUTHSIDE TIF	24	-	10,279											10,279	10,300	10,300	100%
281	PINES SHOPPING CENTER TIF	28	-	-											-	105,772	105,772	0%
291	GRAND & OAKLAND TIF	29	-	-											-	191,644	191,644	0%
Sub Total			434,105	10,279	-	-	-	-	-	-	-	-	-	-	444,384	3,266,398	3,266,398	14%
Public Safety																		
251	STATE DRUG ACTIVITIES	25	10,425	22,837											33,262	400,000	400,000	8%
260	DUI COURT FINES	26	1,309	3,030											4,339	151,800	151,800	3%
270	POLICE PROGRAMS/LAB	27	-	53											53	34,700	34,700	0%
302	FEDERAL DRUG ENFORCEMENT	30	-	2,800											2,800	200,000	200,000	1%
320	FIRE EMERGENCY GRANT	32	-	-											-	100,000	100,000	0%
330	POLICE CAPITAL	33	2,418	61,995											64,413	1,577,846	1,577,846	4%
371	FOREIGN FIRE INSURANCE	37	12,541	13,288											25,829	100,000	100,000	26%
392	POLICE JUSTICE ADMIN GRANT	39	-	-											-	40,000	40,000	0%
440	2018 PROJECT FUND	44	77,557	169,466											247,022	7,723,190	7,723,190	3%
490	FIRE CAPITAL	49	5,410	77,541											82,951	172,923	172,923	48%
491	FIRE CAPITAL PROJECTS	49	94,941	7,656											102,596	800,000	800,000	13%
Sub Total			204,600	358,665	-	-	-	-	-	-	-	-	-	-	563,266	11,300,459	11,300,459	5%
Debt Service																		
504	DS-2018 BOND-FIRE STATIONS	50	-	195,800											195,800	391,600	391,600	50%
505	DS-2018 BOND-FIRE RENOVATIONS	50	-	39,175											39,175	78,350	78,350	50%
512	DS-2002 BOND-WABASH CROSSING	50	-	24,430											24,430	48,859	48,859	50%
516	DS-2010A BOND	50	-	-											-	234,919	234,919	0%
518	DS-2010C BOND	50	-	-											-	136,850	136,850	0%
521	DS-2012 GO BOND	50	-	700,341											700,341	749,617	749,617	93%
Sub Total			-	959,745	-	-	-	-	-	-	-	-	-	-	959,745	1,640,195	1,640,195	59%

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

February, 2019

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 Works & Capital																		
420	LOCAL MFT INITIATIVE PROJECTS	42	3,749	417											-			
421	LOCAL STREET CAP PROJECTS	42	-	618,835											4,166	1,515,004	1,515,004	0%
451	CAPITAL STREET PROJECTS	45	-	-											618,835	1,161,429	1,161,429	53%
460	MFT PROJECTS	46	18,879	96,987											-	175,538	175,538	0%
470	MAJOR MOVES	47	34,652	20,305											115,867	2,720,826	2,720,826	4%
601	FLEET OPERATIONS	60	129,220	133,149											54,957	7,669,010	7,669,010	1%
602	FLEET INVENTORY	60	22,051	105,576											262,369	1,610,052	1,610,052	16%
610	EQUIPMENT REPLACEMENT	61	-	36,224											127,627	1,239,600	1,239,600	10%
780	STORM WATER PROJECTS	78	70,991	941,361											36,224	211,166	211,166	17%
782	STORM DEBT SERVICE-2017 IEPA	78	-	-											1,012,352	3,541,683	3,541,683	29%
790	SEWER PROJECTS	79	336,033	625,949											-	239,000	239,000	0%
792	SEWER DEBT SERVICE-2013 IEPA	79	-	-											961,983	12,299,956	12,299,956	8%
793	SEWER DEBT SERVICE-2015 IEPA	79	66,351	-											-	459,695	459,695	0%
794	SEWER DEBT SERVICE-2015 IEPA	79	-	-											66,351	132,702	132,702	50%
	Sub Total		681,927	2,578,803	-	-	-	-	-	-	-	-	-	-	3,260,730	33,483,782	33,483,782	10%
Library																		
351	LIBRARY OPERATIONS	35	270,419	250,995											521,414	3,783,382	3,783,382	14%
582	LIBRARY CAPITAL PROJECTS	58	-	-											-	250,000	250,000	0%
591	DPL-CANTONI TRUST	59	-	-											-	30,000	30,000	0%
592	DPL-MEYER TRUST	59	2,170	2,099											4,269	45,000	45,000	9%
594	DPL-DONATIONS	59	10	10											20	25,000	25,000	0%
	Sub Total		272,600	253,104	-	-	-	-	-	-	-	-	-	-	525,704	4,133,382	4,133,382	13%
Other Miscellaneous																		
340	BUILDING FUND	34	4,995	56,782											61,777	2,337,738	2,337,738	3%
360	BAND	36	2,357	568											2,925	95,256	95,256	3%
641	RISK MANAGEMENT	64	9,139	19,236											28,375	359,662	359,662	8%
642	WORKER'S COMPENSATION	64	142,977	34,756											177,733	2,026,750	2,026,750	9%
643	LIABILITY PROPERTY & CASUALTY	64	5,929	4,425											10,354	642,370	642,370	2%
651	MEDICAL INSURANCE	65	784,582	859,150											1,643,732	11,294,158	11,294,158	15%
653	UNEMPLOYMENT INSURANCE	65	-	-											-	36,000	36,000	0%
770	FIBER OPTICS	77	3,000	23,000											26,000	400,000	400,000	7%
	Sub Total		952,980	997,917	-	-	-	-	-	-	-	-	-	-	1,950,896	17,191,934	17,191,934	11%
Water Utility & Capital																		
801	WATER PRODUCTION	80	178,560	386,056											564,616	5,209,657	5,209,657	11%
802	WATER LAKE SERVICES	80	95,800	60,724											156,524	1,095,658	1,095,658	14%
803	WATER ADMINISTRATION	80	326,261	434,584											760,845	6,722,180	6,722,180	11%
804	WATER SERVICES	80	230,725	250,421											481,146	3,588,473	3,588,473	13%
805	UTILITY CUSTOMER SERVICE	80	76,924	78,192											155,116	1,100,235	1,100,235	14%
808	WATER DEBT SERV-SWTP	80	1,053	6,734,934											6,735,987	11,461,240	11,461,240	59%
809	WATER DEBT-NITRATE FACILITY	80	-	-											-	484,358	484,358	0%
808	WATER DEBT-MAIN&FRANK TANK	80	180,840	-											180,840	361,681	361,681	50%
80C	WATER DEBT-ENERGY PROJECT	80	-	322,548											322,548	1,299,081	1,299,081	25%
811	WATER NON LAKE CAPITAL	81	819,967	6,691											826,659	6,074,083	6,074,083	14%
812	WATER LAKE CAPITAL	81	17,923	67,560											85,483	767,324	767,324	11%
890	WATER BONDS	89	2,821,606	4,749,324											7,570,930	10,036,895	10,036,895	75%
	Sub Total		4,749,659	13,091,035	-	-	-	-	-	-	-	-	-	-	17,840,694	48,200,865	48,200,865	37%
Fudiciary Trust & Agency																		
900	FIRE PENSION	90	696,670	706,981											1,403,652	8,639,642	8,639,642	16%
910	POLICE PENSION	91	703,545	710,339											1,413,884	8,994,110	8,994,110	16%
	Sub Total		1,400,216	1,417,320	-	-	-	-	-	-	-	-	-	-	2,817,536	17,633,752	17,633,752	16%
	Grand Total Expenditures		13,722,221	24,563,516	-	-	-	-	-	-	-	-	-	-	38,285,737	219,692,438	219,692,438	17%

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

Month of: **February, 2019**

US\$ (whole)	Current Month Actual	Current Month Budget	O(U) Budget	Prior Year Actual	O(U) Prior Year
Revenue					
Water Sales	2,242,273	2,533,607	(291,334)	2,442,137	(199,864)
Tapping Fees	5,688	1	5,687	1	5,687
UCB Billing Reimb	40,058	41,741	(1,683)	39,512	546
Interest Income	2,995	40	2,955	73	2,922
Other Income	3,080	3,229	(149)	2,960	120
Total Revenue	2,294,094	2,578,618	(284,524)	2,484,683	(190,589)
Cost of Service					
Water Production	386,056	382,598	3,458	381,239	4,817
Water Services	250,421	363,413	(112,992)	330,754	(80,333)
Total Cost of Service	636,477	746,011	(109,534)	711,993	(75,516)
% of Revenue	27.7%	28.9%		28.7%	
Water Gross Margin	1,657,617	1,832,607	(174,990)	1,772,690	(115,073)
% of Revenue	72.3%	71.1%		71.3%	
Operating Expense					
Lake Management	60,724	110,563	(49,839)	93,192	(32,468)
Water Administration	434,584	327,218	107,366	291,401	143,183
Customer Service	78,192	69,267	8,925	59,731	18,461
Total Operating Expense	573,500	507,048	66,452	444,324	129,176
% of Revenue	25.0%	19.7%		17.9%	
Margin Before Debt Service	1,084,117	1,325,559	(241,442)	1,328,366	(244,249)
% of Revenue	47.3%	51.4%		53.5%	
Debt Service					
GO Bond Debt	6,734,934	6,734,935	(1)	5,497,759	1,237,175
IEPA - Nitrate Facility	-	-	-	-	-
IEPA - Water Tower	-	-	-	-	-
JCI - Auto Water Meter	322,548	322,548	-	313,660	8,888
Total Debt Service	7,057,482	7,057,483	(1)	5,811,419	1,246,063
% of Revenue	307.6%	273.7%		233.9%	
Operating Income	(5,973,365)	(5,731,924)	(241,441)	(4,483,053)	(1,490,312)
% of Revenue	-260.4%	-222.3%		-180.4%	
Transfer to Capital					
CapEx Funding	-	-	-	-	-
Income after Capital Transfer	(5,973,365)	(5,731,924)	(241,441)	(4,483,053)	(1,490,312)
% of Revenue	-260.4%	-222.3%		-180.4%	

Balance Sheet Items (Operating Fund)					
Cash	817,902		931,487		
Interfund AR	-		-		
Investments	-		-		
Total Cash & Investments	817,902		931,487		
Accounts Receivable	2,529,530		2,553,753		

Current YTD Actual	Current YTD Budget	O(U) Budget	Prior YTD Actual	O(U) Prior Year
4,593,614	2,533,607	2,060,007	4,735,419	(141,805)
5,723	1	5,722	1	5,722
79,017	41,741	37,276	53,182	25,835
6,421	40	6,381	754	5,667
4,468	3,229	1,239	5,627	(1,159)
4,689,243	2,578,618	2,110,625	4,794,983	(105,740)
564,616	382,598	182,018	851,360	(286,744)
481,146	363,413	117,733	577,411	(96,265)
1,045,762	746,011	299,751	1,428,771	(383,009)
22.3%	28.9%		29.8%	
3,643,481	1,832,607	1,810,874	3,366,212	277,269
77.7%	71.1%		70.2%	
156,524	110,563	45,961	153,186	3,338
760,845	327,218	433,627	576,035	184,810
155,116	69,267	85,849	138,763	16,353
1,072,485	507,048	565,437	867,984	204,501
22.9%	19.7%		18.1%	
2,570,996	1,325,559	1,245,437	2,498,228	72,768
54.8%	51.4%		52.1%	
6,735,987	6,734,935	1,052	5,497,759	1,238,228
-	-	-	-	-
180,840	-	180,840	180,840	-
322,548	322,548	-	313,660	8,888
7,239,375	7,057,483	181,892	5,992,259	1,247,116
154.4%	273.7%		125.0%	
(4,668,379)	(5,731,924)	1,063,545	(3,494,031)	(1,174,348)
-99.6%	-222.3%		-72.9%	
-	-	-	-	-
(4,668,379)	(5,731,924)	1,063,545	(3,494,031)	(1,174,348)
-99.6%	-222.3%		-72.9%	

Prepared By: Office of the City Treasurer

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

Month of: February, 2019

	Current Month Actual	Current YTD Actual	Current YTD Budget	O(U) Budget	Full Year Budget	Comments
Revenue						
CapEx Funding	-	-	-	-	2,750,000	CapEx funding from Water Operating Fund
ADM Cost Share	-	-	-	-	1,000,000	Actual ADM cost share
IEPA Loan draw down	-	-	-	-	-	
Other	12,385	21,843	3,225	18,618	275,538	
Total Revenue	12,385	21,843	3,225	18,618	4,025,538	

CapEx Project Spending					
Operating CapEx	-	-	-	-	300,000
Professional Services	-	-	-	-	247,000
Capital Equipment	-	-	-	-	500,000
Water Distribution	-	-	-	-	34,000
Pump Stations	-	-	-	-	-
Water Main Replacement	201	811,788	-	811,788	4,000,000
Water System Improv	6,491	14,872	16,816	(1,944)	350,897
SWTP CapEx	-	-	107,031	(107,031)	642,186
Lake Operating	-	-	-	-	10,000
Other Equipment	-	-	-	-	30,000
Storm Water Improvement	-	-	-	-	-
EPA Non Source	-	-	-	-	25,000
Lakefront Development	-	96	-	96	430,000
Sediment Control	-	-	-	-	35,000
Additional Water Supply	67,560	85,387	54,410	30,977	237,324
xxxx	-	-	-	-	-
xxxx	-	-	-	-	-
xxxx	-	-	-	-	-
Total CapEx Spending	74,252	912,143	178,257	733,886	6,841,407

Surplus (Deficit)	(61,867)	(890,300)	(175,032)	(2,815,869)
--------------------------	----------	-----------	-----------	-------------

Capital Fund Cash Position		
Cash at January 1, 2019	3,778,676	
Current Cash Position	2,888,378	Cash Position Target at December 31, 2019 962,807
included in cash above	-	

Prepared By: Office of the City Treasurer

City of Decatur
Water Utility Financial Report
Key Metrics

[home](#)

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year	YTD Comparison
Current Year														
Water Bill Count														
Original Bills														
Residential	27,735	25,525											53,260	
Industrial	32	32											64	
Commercial	2,765	2,541											5,306	
Total	30,532	28,098	-	-	-	-	-	-	-	-	-	-	58,630	99.8%
Delinquent Bills														
Residential	7,993	6,901											14,894	
Industrial	-	-											-	
Commercial	376	375											751	
Total	8,369	7,276	-	-	-	-	-	-	-	-	-	-	15,645	99.8%
Total Bill Count	38,901	35,374	-	-	-	-	-	-	-	-	-	-	74,275	99.8%
Cubit Feet Consumption Billed														
Residential	12,041,691	11,407,635											23,449,326	95.4%
Industrial	41,841,009	41,375,005											83,216,014	95.5%
Commercial	9,753,438	9,597,629											19,351,067	91.6%
Total	63,636,138	62,380,269	-	-	-	-	-	-	-	-	-	-	126,016,407	94.9%
Water Shut Offs														
Customer Service Telephone Calls	339	340											679	102.4%
	4,819	4,615											9,434	96.6%
Water Billed \$														
Residential	\$ 707,015	\$ 664,990											\$ 1,372,005	98.8%
Industrial	\$ 1,052,018	\$ 1,037,122											\$ 2,089,140	96.1%
Commercial	\$ 485,581	\$ 467,965											\$ 953,546	95.2%
Total	\$ 2,244,614	\$ 2,170,077	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,414,691	96.7%
Penalty \$	\$ 12,791	\$ 11,939											\$ 24,730	98.4%
Total Billed	\$ 2,257,405	\$ 2,182,016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,439,421	96.7%
Water Gallonage														
Gallons (000)	265,330	260,890											526,220	100.2%
\$ Billed	\$ 80,660	\$ 79,311											\$ 159,971	102.2%
Water Billed vs Cash Receipts														
Billed \$	\$ 2,338,065	\$ 2,261,327	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,599,392	96.9%
Cash Revenue \$	\$ 2,351,341	\$ 2,242,273											\$ 4,593,614	97.0%
% Cash to Billed	100.6%	99.2%	-	-	-	-	-	-	-	-	-	-	99.9%	
Prior Year														
Water Bill Count														
Original Bills														
Residential	27,941	25,424	26,984	27,138	27,114	27,423	26,760	27,447	24,056	28,617	25,030	26,626	320,560	
Industrial	32	32	32	32	32	32	32	32	32	32	32	32	384	
Commercial	2,716	2,612	2,660	2,688	2,677	2,733	2,670	2,711	2,502	2,798	2,543	2,703	32,013	
Total	30,689	28,068	29,676	29,858	29,823	30,188	29,462	30,190	26,590	31,447	27,605	29,361	352,957	
Delinquent Bills														
Residential	8,158	6,790	6,883	7,087	8,086	7,046	7,732	8,232	6,891	7,871	7,874	6,766	89,416	
Industrial	-	-	5	-	-	-	-	-	-	-	-	7	12	
Commercial	408	323	311	395	342	320	312	297	368	319	334	348	4,077	
Total	8,566	7,113	7,199	7,482	8,428	7,366	8,044	8,529	7,259	8,190	8,208	7,121	93,505	
Total Bill Count	39,255	35,181	36,875	37,340	38,251	37,554	37,506	38,719	33,849	39,637	35,813	36,482	446,462	
Cubit Feet Consumption Billed														
Residential	12,914,047	11,669,667	10,940,431	11,500,732	12,061,263	14,682,041	13,556,410	13,740,591	11,758,520	13,415,272	11,112,527	11,540,175	148,891,676	
Industrial	39,887,143	47,219,407	40,507,426	39,442,037	46,234,329	42,460,596	46,474,716	47,147,464	47,221,169	45,676,943	41,565,715	40,497,604	524,334,549	
Commercial	10,232,427	10,900,160	9,181,729	9,530,981	10,153,152	13,253,331	13,538,775	13,865,869	12,490,447	13,028,601	10,757,319	9,833,686	136,766,477	
Total	63,033,617	69,789,234	60,629,586	60,473,750	68,448,744	70,395,968	73,569,901	74,753,924	71,470,136	72,120,816	63,435,561	61,871,465	809,992,702	
Water Shut Offs														
Customer Service Tphone Calls	358	305	282	312	269	305	275	403	334	363	440	299	3,945	
	5,319	4,449	4,279	4,625	4,808	4,929	5,097	5,719	4,840	4,986	4,788	4,243	58,082	
Water Billed \$														
Residential	\$ 729,899	\$ 658,679	\$ 633,563	\$ 661,728	\$ 691,108	\$ 828,230	\$ 770,082	\$ 782,457	\$ 673,773	\$ 771,026	\$ 649,906	\$ 676,450	\$ 8,526,901	
Industrial	\$ 1,004,938	\$ 1,169,702	\$ 999,443	\$ 976,210	\$ 1,120,867	\$ 1,092,080	\$ 1,185,247	\$ 1,173,216	\$ 1,200,168	\$ 1,165,120	\$ 1,051,484	\$ 1,049,828	\$ 13,188,303	
Commercial	\$ 495,729	\$ 505,596	\$ 450,932	\$ 465,234	\$ 484,339	\$ 594,977	\$ 599,781	\$ 614,603	\$ 560,231	\$ 594,185	\$ 508,013	\$ 487,120	\$ 6,360,740	
Total	\$ 2,230,566	\$ 2,333,977	\$ 2,083,938	\$ 2,103,172	\$ 2,296,314	\$ 2,515,287	\$ 2,555,110	\$ 2,570,276	\$ 2,434,172	\$ 2,530,331	\$ 2,209,403	\$ 2,213,398	\$ 28,075,944	
Penalty \$	\$ 12,890	\$ 12,243	\$ 37,226	\$ 11,485	\$ 12,753	\$ 11,493	\$ 13,786	\$ 14,701	\$ 12,100	\$ 13,052	\$ 12,501	\$ 12,325	\$ 176,555	
Total Billed	\$ 2,243,456	\$ 2,346,220	\$ 2,121,164	\$ 2,114,657	\$ 2,309,067	\$ 2,526,780	\$ 2,568,896	\$ 2,584,977	\$ 2,446,272	\$ 2,543,383	\$ 2,221,904	\$ 2,225,723	\$ 28,252,499	
Water Gallonage														
Gallons (000)	265,510	259,870	275,500	276,050	329,710	322,170	315,520	310,950	297,120	289,500	256,540	282,680	3,481,120	
\$ Billed	\$ 79,122	\$ 77,441	\$ 82,099	\$ 82,263	\$ 98,254	\$ 96,007	\$ 94,025	\$ 92,663	\$ 88,542	\$ 86,271	\$ 77,230	\$ 85,935	\$ 1,039,852	
Water Billed vs Cash Receipts														
Billed \$	\$ 2,322,578	\$ 2,423,661	\$ 2,203,263	\$ 2,196,920	\$ 2,407,321	\$ 2,622,787	\$ 2,662,921	\$ 2,677,640	\$ 2,534,814	\$ 2,629,654	\$ 2,299,134	\$ 2,311,658	\$ 29,292,351	
Cash Revenue \$	\$ 2,293,292	\$ 2,442,137	\$ 2,261,078	\$ 2,266,797	\$ 2,369,943	\$ 2,510,588	\$ 2,728,893	\$ 2,713,394	\$ 2,537,525	\$ 2,694,323	\$ 2,309,921	\$ 2,371,261	\$ 29,499,151	
% Cash to Billed	98.7%	100.8%	102.6%	103.2%	98.4%	95.7%	102.5%	101.3%	100.1%	102.5%	100.5%	102.6%	100.7%	

City of Decatur
Treasurer's Financial Report
Headcount Staffing Level

Period Ending: February, 2019

	2019 Budget	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Prior Yr End
Full Time Staffing														
Executive	4	3	2											3
Legislative	0	0	0											0
Finance	22	20	22											20
Human Resources	4	4	4											4
Information Technology	10	10	10											9
Corporation Counsel	7	7	7											7
Economic & Community Dev	21	21	21											21
Public Safety	270	267	274											264
Public Works	120	104	103											105
Total Full Time	458	436	443	0	0	0	0	0	0	0	0	0	0	433
Part Time Staffing														
Executive														0
Legislative	7	7	7											7
Finance														0
Human Resources			1											1
Information Technology														0
Corporation Counsel														0
Planning & Building Services														0
Neighborhood Services														0
Public Safety		2	2											2
Public Works														0
PW Water Management														0
Total Temporary	7	9	10	0	0	0	0	0	0	0	0	0	0	10
Total City Staff Headcount	465	445	453	0	0	0	0	0	0	0	0	0	0	443

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, 2019

	2019 Budget	Current Year Staffing Levels												Prior Yr End
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Full Time Staff														
Executive	3	2	1											2
City Clerk	1	1	1											1
Total	4	3	2	0	0	0	0	0	0	0	0	0	0	3
Legislative	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Financial Management														
Finance	13	11	13											11
Purchasing	2	2	2											2
Water Customer Service	7	7	7											7
Total	22	20	22	0	0	0	0	0	0	0	0	0	0	20
Human Resources	4	4	4											4
Information Technology	10	10	10											9
Corporation Legal Counsel	7	7	7											7
Economic & Community Devel														
Planning & Development	6	6	6											6
Building Inspections	6	6	6											6
Neighborhood Inspection	5	5	5											5
Neighborhood Services	3	3	3											3
Mass Transit	1	1	1											1
Total	21	21	21	0	0	0	0	0	0	0	0	0	0	21
Public Safety														
Fire	109	103	111											103
Police	161	164	163											161
Total	270	267	274	0	0	0	0	0	0	0	0	0	0	264
Public Works														
PW Administration	2	2	2											2
PW Engineering	12	10	10											9
PW Municipal Services	47	44	43											44
Fleet Maintenance	8	8	8											8
Water Production (Admin)	2	2	2											3
Water Production	15	13	13											13
Water Services	23	21	21											22
Water Production (Lake)	4	4	4											4
Total	113	104	103	0	0	0	0	0	0	0	0	0	0	105
Total City Staffing	451	436	443	0	0	0	0	0	0	0	0	0	0	433

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

City of Decatur
Treasurer's Financial Report
Headcount Staffing Level

Period Ending: February, 2019

	2019 Budget	Current Year Staffing Levels												Prior Yr End
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Part Time / Temporary Staff														
Executive														
City Clerk														
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Legislative	7	7	7											7
Financial Management														
Finance														
Purchasing														
Risk Management														
Water Customer Service														
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Information Technology														0
Human Resources			1											1
Corporation Legal Counsel														0
Planning & Building Service														
Planning & Sustainability														
Building Inspections														
Mass Transit														
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Neighborhood Services														
Outreach														
Inspection														
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Public Safety														
Fire														
Police		2	2											2
Police Communications														
Total	0	2	2	0	0	0	0	0	0	0	0	0	0	2
Public Works														
Administration														
Engineering														
Municipal Services														
Water Administration														
Water Production														
Water Services														
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total City Staffing	7	9	10	0	0	0	0	0	0	0	0	0	0	10

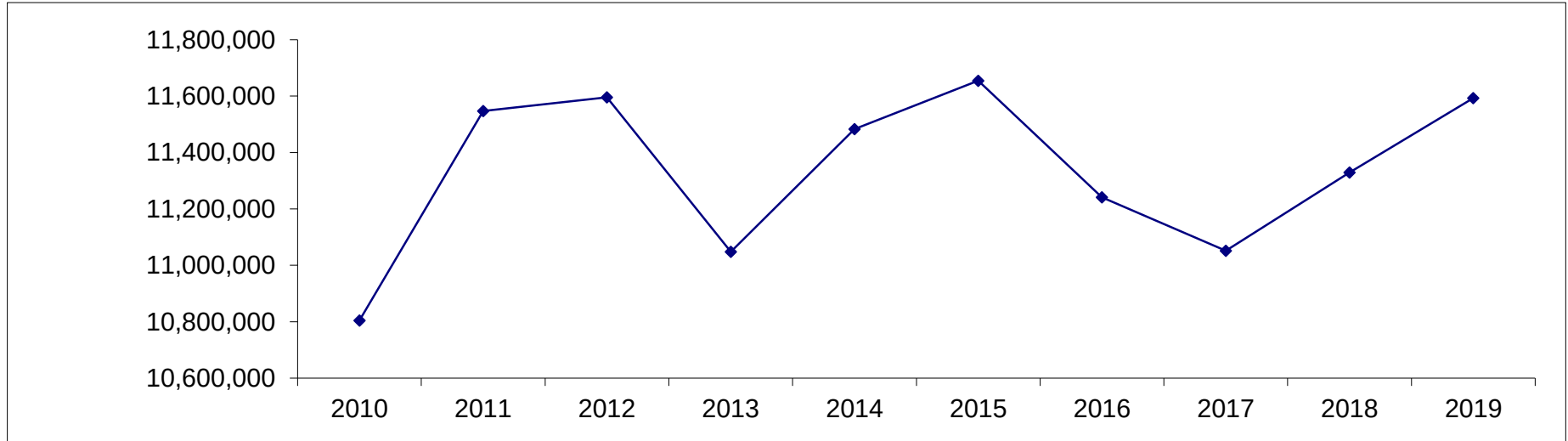
Note: Above report includes all Temporary W-2 EE's

Projected Revenues

STATE SALES TAX

MONTH	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual		
JANUARY	832,060	916,053	939,211	918,325	938,684	963,009	946,811	902,833	882,653	984,872	A
FEBRUARY	882,512	1,104,610	935,641	880,247	914,587	941,678	904,631	899,838	917,921	935,303	A
MARCH	1,042,881	1,140,844	1,158,700	1,076,758	1,106,071	1,120,789	1,119,498	1,107,270	1,088,364	1,104,908	B
APRIL	771,162	844,138	871,624	856,724	825,291	857,417	824,458	789,769	840,607	853,385	B
MAY	845,828	851,665	986,897	884,323	868,465	877,404	867,538	837,972	819,180	831,633	B
JUNE	902,403	941,869	1,021,804	954,864	974,156	978,888	940,736	957,693	978,292	993,163	B
JULY	878,430	966,695	918,786	922,915	935,127	944,686	887,325	906,452	942,693	957,023	B
AUGUST	932,682	942,384	991,930	796,714	1,028,409	992,900	943,818	935,012	1,010,708	1,026,072	B
SEPTEMBER	956,479	976,252	951,845	948,422	979,712	1,006,626	994,684	953,644	978,357	993,229	B
OCTOBER	911,376	942,225	911,934	925,873	981,740	991,641	933,239	891,372	943,494	957,836	B
NOVEMBER	958,698	955,438	1,001,513	964,174	961,614	1,003,087	962,595	934,414	991,142	1,006,208	B
DECEMBER	890,326	965,215	906,055	919,141	969,684	976,633	916,175	935,863	935,419	949,638	B

TOTALS	10,804,838	11,547,387	11,595,938	11,048,482	11,483,540	11,654,760	11,241,506	11,052,132	11,328,832	11,593,270
---------------	-------------------	-------------------	-------------------	-------------------	-------------------	-------------------	-------------------	-------------------	-------------------	-------------------

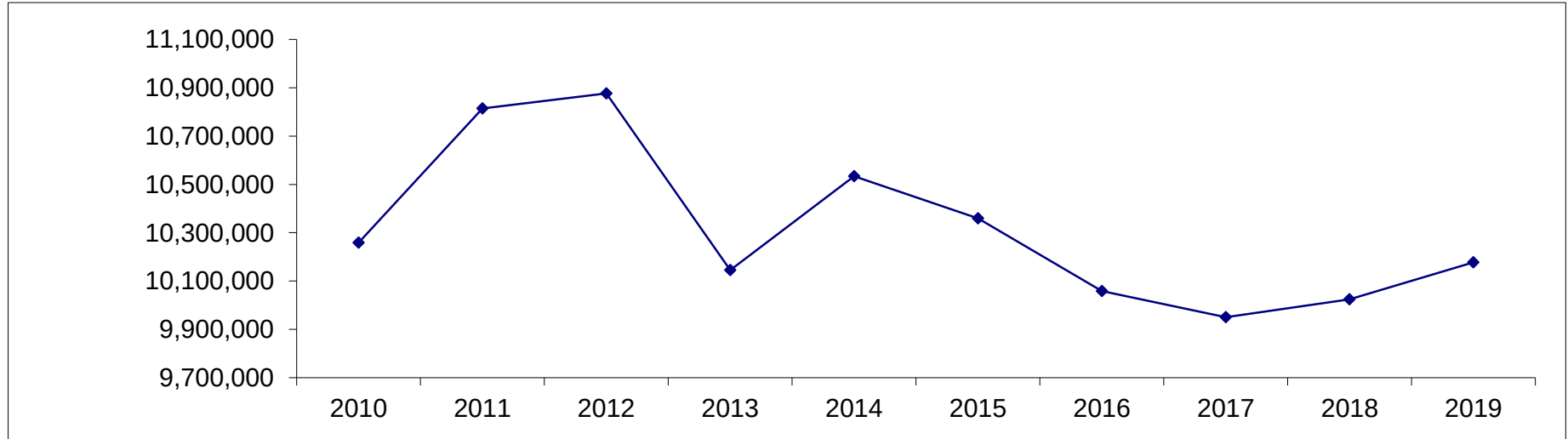


Funds split in General, Southeast TIF, Eastgate TIF, Pines TIF and Grand/Oakland TIF funds

Projected Revenues

LOCAL SALES TAX

MONTH	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual		
JANUARY	805,816	841,530	914,456	861,196	887,481	889,089	848,993	818,066	807,770	892,334	A
FEBRUARY	857,826	880,959	911,162	880,506	862,759	863,243	833,995	838,995	837,288	864,722	A
MARCH	1,020,668	1,105,939	1,088,443	1,012,286	1,022,997	1,000,115	1,036,321	995,383	959,353	964,115	B
APRIL	701,269	767,991	758,516	773,089	739,227	739,805	703,472	702,734	712,309	715,844	B
MAY	757,147	761,238	929,937	775,938	779,506	764,685	744,767	729,878	716,975	720,534	B
JUNE	847,234	863,436	942,726	853,033	865,335	832,374	840,488	855,602	852,317	856,548	B
JULY	859,117	925,802	864,230	846,702	864,489	833,551	791,839	814,658	807,532	811,540	B
AUGUST	868,171	959,067	927,747	619,512	957,423	906,467	867,107	877,154	909,719	914,235	B
SEPTEMBER	875,938	950,587	899,635	901,318	916,077	911,765	904,129	852,928	890,655	895,075	B
OCTOBER	871,193	898,365	838,868	860,182	882,079	875,986	822,711	779,788	836,215	840,365	B
NOVEMBER	930,915	916,686	902,358	897,029	884,609	882,605	854,078	835,747	866,834	871,136	B
DECEMBER	862,884	942,430	898,532	864,499	872,277	860,119	810,233	849,336	827,137	831,243	B
TOTALS	10,258,179	10,814,030	10,876,609	10,145,292	10,534,258	10,359,805	10,058,133	9,950,270	10,024,104	10,177,692	



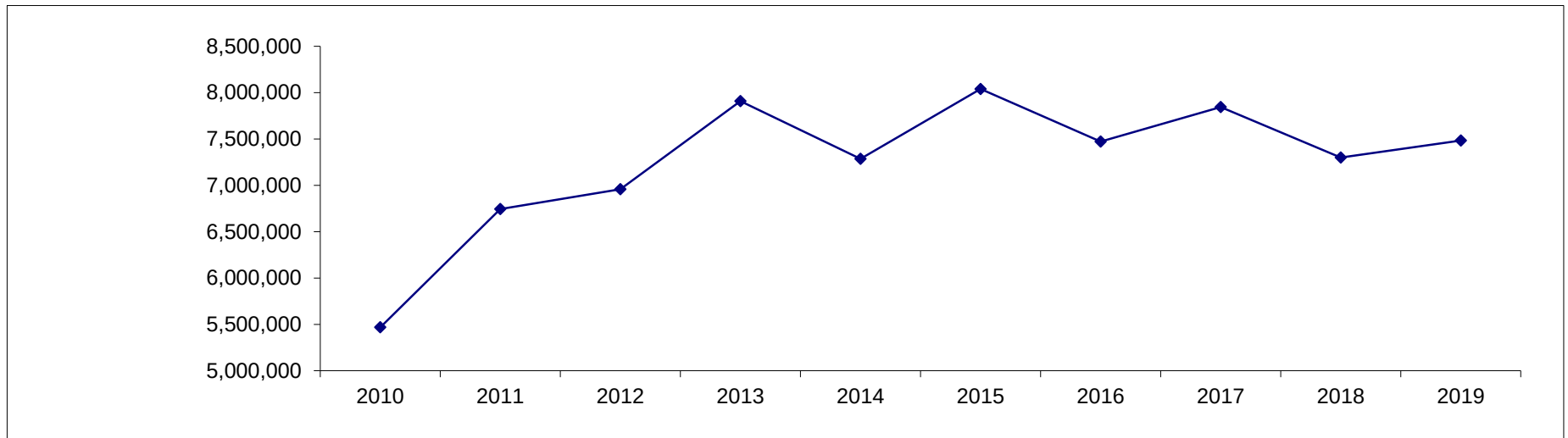
Funds split in General, Southeast TIF, Eastgate TIF and Pines TIF funds

State reduced allocation for 2% administrative fee beginning with September 2017 distribution

STATE INCOME TAX

MONTH	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual		
JANUARY	580,540	805,061	761,050	632,905	850,845	852,700	912,628	851,716	578,461	631,574	A
FEBRUARY	0	1,038,247	0	478,227	0	0	0	0	837,319	759,834	A
MARCH	437,402	493,074	619,124	394,663	699,395	620,094	751,474	1,411,585	420,941	435,883	B
APRIL	343,824	562,140	394,295	1,333,938	742,236	925,184	822,346	0	646,373	669,318	B
MAY	0	0	1,187,505	404,944	423,934	403,609	476,082	396,235	1,044,019	1,081,079	B
JUNE	604,370	694,679	424,269	703,157	741,339	824,784	1,774,951	764,129	482,298	499,419	B
JULY	1,036,869	942,538	658,753	1,298,806	1,150,541	1,364,531	0	1,547,903	652,113	675,262	B
AUGUST	618,324	761,549	956,491	441,258	428,542	566,667	496,310	698,009	478,694	495,686	B
SEPTEMBER	1,240,367	454,403	502,880	675,812	709,251	1,263,519	1,120,799	727,037	476,186	493,089	B
OCTOBER	0	0	645,769	419,882	818,347	0	0	599,068	726,093	751,867	B
NOVEMBER	0	588,653	405,227	409,627	0	441,918	450,551	450,852	522,953	541,517	B
DECEMBER	606,245	404,975	401,952	714,661	721,926	776,691	665,793	396,923	433,456	448,843	B

TOTALS	5,467,941	6,745,318	6,957,316	7,907,881	7,286,357	8,039,696	7,470,934	7,843,458	7,298,905	7,483,371
---------------	------------------	------------------	------------------	------------------	------------------	------------------	------------------	------------------	------------------	------------------

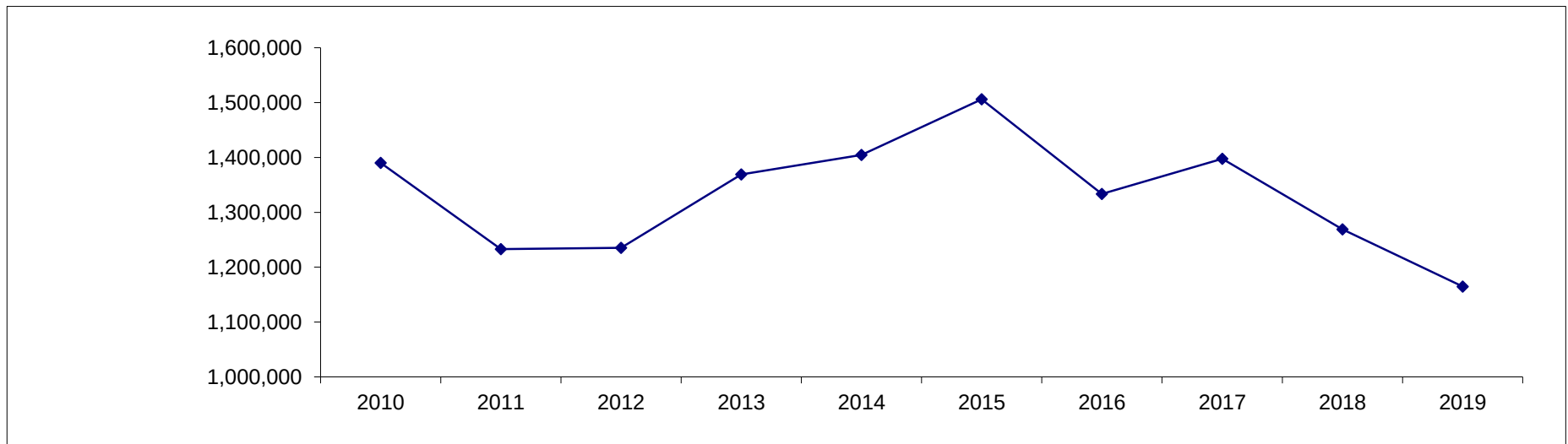


State to catch up two month delay of distributions July & August 2017. State's 10% reduction to begin with August distribution.

PERSONAL PROPERTY REPLACEMENT TAX

MONTH	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual		
JANUARY	162,537	134,079	180,082	185,383	233,315	202,878	195,051	217,463	143,616	153,006	A
FEBRUARY	1,947	7,154	1,565	1,605	2,024	717	0	0	0	0	A
MARCH	68,150	78,877	61,281	62,898	80,778	70,137	83,788	147,880	132,622	119,259	B
APRIL	232,641	262,367	276,320	303,821	309,261	364,335	271,921	352,780	260,085	233,878	B
MAY	163,009	188,640	187,031	265,561	227,806	293,618	219,695	227,189	269,213	242,086	B
JUNE	0	3,923	5,417	937	0	2,501	12,343	0	0	0	B
JULY	165,572	176,542	238,582	260,211	229,514	238,695	239,680	239,384	206,222	185,442	B
AUGUST	21,743	43,808	28,828	29,295	24,688	32,169	27,902	10,712	20,842	18,742	B
SEPTEMBER	486	381	3,931	0	6,877	2,356	4,554	0	0	0	B
OCTOBER	316,230	292,298	181,562	188,719	227,489	239,950	218,004	160,071	190,221	171,054	B
NOVEMBER	2,750	2,542	1,579	0	0	0	1,876	0	0	0	B
DECEMBER	255,086	42,441	69,220	70,395	63,058	58,604	58,514	42,179	46,033	41,395	B

TOTALS	1,390,151	1,233,053	1,235,400	1,368,825	1,404,809	1,505,959	1,333,328	1,397,658	1,268,855	1,164,861
---------------	------------------	------------------	------------------	------------------	------------------	------------------	------------------	------------------	------------------	------------------

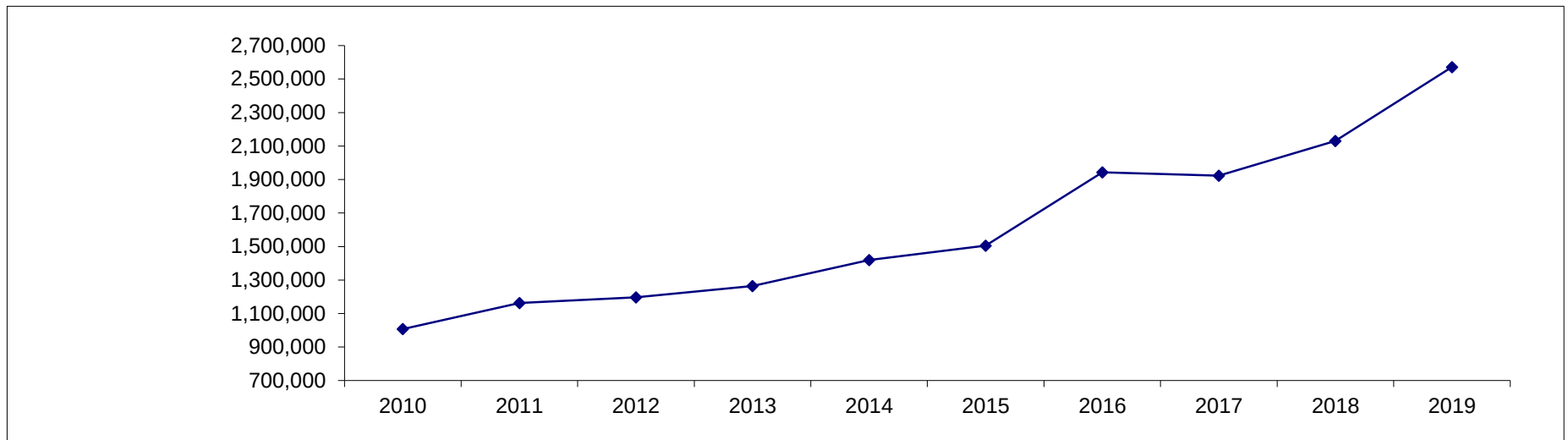


Funds split in General and Library funds

Projected Revenues

LOCAL USE TAX

MONTH	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual		
JANUARY	74,655	118,641	89,854	98,119	115,740	136,569	295,435	159,854	166,257	205,607	A
FEBRUARY	66,683	92,228	90,475	103,364	108,961	129,837	146,086	155,199	192,590	227,498	A
MARCH	114,627	145,191	138,269	147,635	171,437	196,801	208,903	241,170	243,593	294,092	B
APRIL	68,212	88,796	88,358	102,769	90,904	69,628	128,350	139,319	145,000	175,060	B
MAY	54,250	95,460	98,119	76,976	89,241	135,902	130,832	131,114	149,116	180,030	B
JUNE	108,264	98,268	103,364	96,618	117,824	143,287	153,738	170,503	180,080	217,413	B
JULY	82,393	91,809	91,336	106,037	108,621	140,649	149,743	146,418	157,169	189,751	B
AUGUST	78,102	89,450	102,769	93,637	115,406	133,971	145,710	147,521	171,381	206,910	B
SEPTEMBER	100,770	98,836	86,379	124,363	128,816	0	164,340	156,033	183,541	221,591	B
OCTOBER	83,770	79,105	106,791	106,986	109,843	0	130,791	149,381	178,049	214,961	B
NOVEMBER	81,167	94,213	98,487	99,965	118,956	0	142,584	158,864	169,331	204,435	B
DECEMBER	94,304	71,453	102,979	107,849	144,341	419,237	146,571	167,420	194,248	234,518	B
TOTALS	1,007,197	1,163,451	1,197,181	1,264,318	1,420,091	1,505,880	1,943,083	1,922,796	2,130,355	2,571,865	



2015 Delays in Distribution of State Use Tax due to State budget.

Projected Revenues

STATE INCOME TAX

MONTH	2017 Actual	2018 Actual	2019
JANUARY	654,552.90	578,461.18	631,574.05 A
FEBRUARY	757,032.36	837,319.00	759,834.38 A
MARCH	396,235.32	420,940.73	435,883.20 B
APRIL	764,129.23	646,372.81	669,317.62 B
MAY	1,020,258.57	1,044,018.62	1,081,078.99 B
JUNE	527,644.66	482,298.07	499,418.59 B
JULY	698,009.45	652,113.37	675,261.96 B
AUGUST	333,576.35	478,693.62	495,686.19 B
SEPTEMBER	393,460.74	476,185.57	493,089.11 B
OCTOBER	599,067.78	726,092.64	751,867.33 B
NOVEMBER	450,851.53	522,953.38	541,517.08 B
DECEMBER	396,923.43	433,455.92	448,842.65 B

TOTALS **7,567,755.30** **7,298,904.91** **7,483,371.16**

*Listed by month reported -
receipts delayed by State
until September 2017*

Current Budget **7,558,000.00**

Projected Amt Over (Under) **-74,628.84**

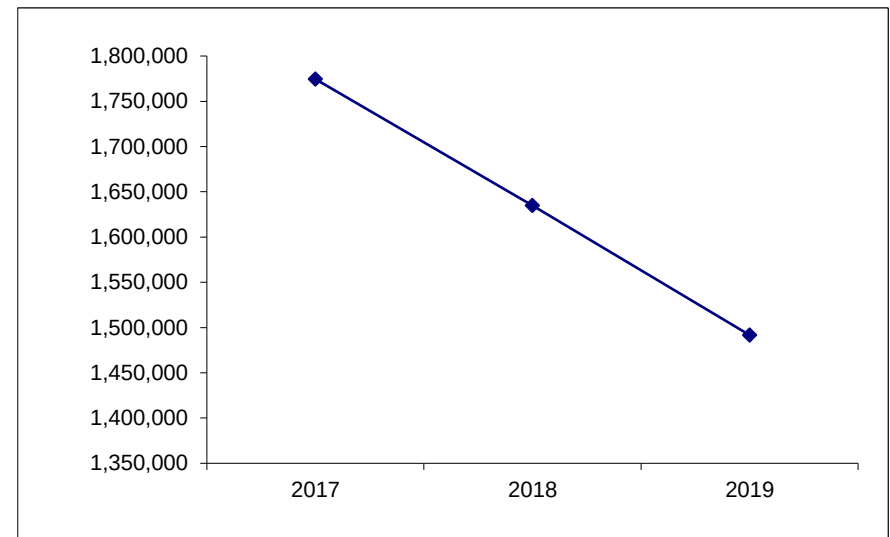
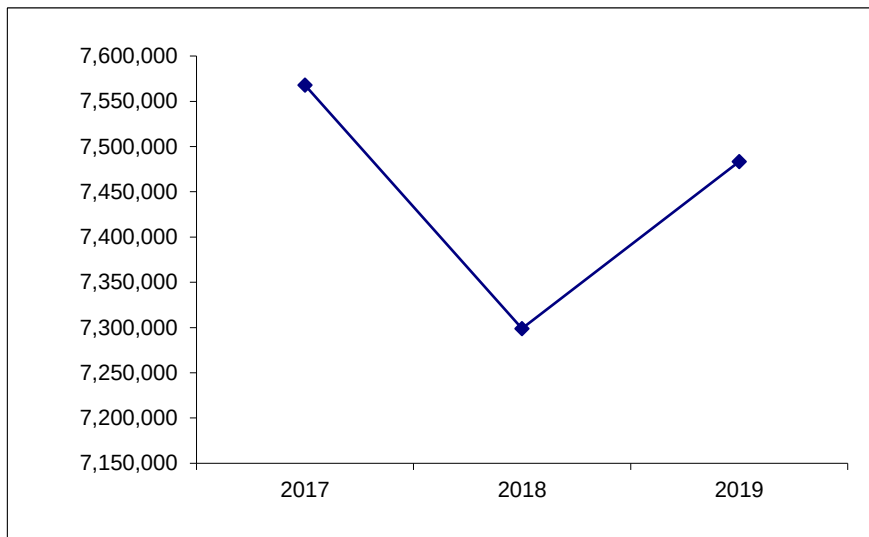
TELEPHONE COMMUNICATIONS TAX

MONTH	2017 Actual	2018 Actual	2019
JANUARY	152,347.43	141,050.48	131,097.92 A
FEBRUARY	150,099.96	141,599.21	126,545.99 A
MARCH	155,813.31	142,413.54	129,954.81 B
APRIL	152,634.48	138,930.51	126,776.48 B
MAY	149,012.50	137,565.64	125,531.02 B
JUNE	153,283.36	140,820.63	128,501.25 B
JULY	141,981.10	133,121.01	121,475.21 B
AUGUST	148,671.63	134,839.16	123,043.06 B
SEPTEMBER	143,735.14	135,127.35	123,306.03 B
OCTOBER	144,825.61	136,261.81	124,341.25 B
NOVEMBER	142,399.25	130,339.54	118,937.08 B
DECEMBER	139,640.75	122,968.75	112,211.10 B

TOTALS **1,774,444.52** **1,635,037.63** **1,491,721.20**

Current Budget **1,492,000.00**

Projected Amt Over (Under) **-278.80**

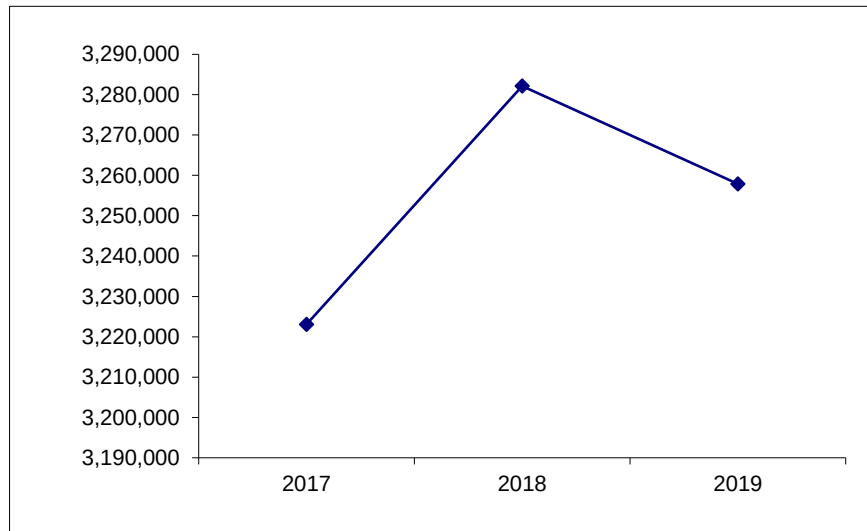


Projected Revenues

FOOD & BEVERAGE TAX

MONTH	2017 Actual	2018 Actual	2019	
JANUARY	286,400.20	286,060.40	294,706.90	A
FEBRUARY	250,160.28	240,877.75	240,384.13	A
MARCH	243,551.14	238,794.28	235,983.19	B
APRIL	275,567.55	293,459.52	290,004.91	B
MAY	268,821.52	267,164.91	264,019.84	B
JUNE	286,842.30	289,225.82	285,821.05	B
JULY	279,817.29	280,926.34	277,619.27	B
AUGUST	271,403.37	279,641.19	276,349.25	B
SEPTEMBER	281,947.48	291,559.59	288,127.35	B
OCTOBER	266,573.93	263,629.18	260,525.73	B
NOVEMBER	261,202.21	280,238.16	276,939.19	B
DECEMBER	250,794.75	270,560.22	267,375.18	B

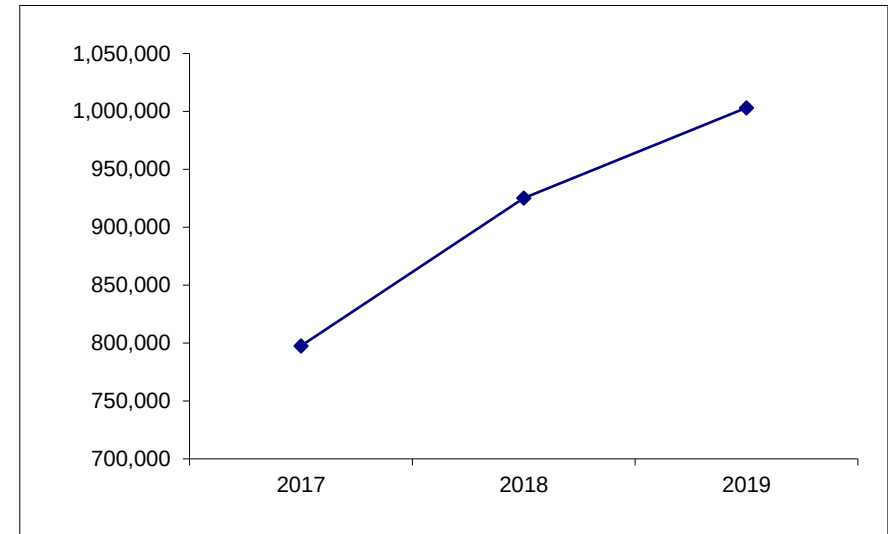
TOTALS	3,223,082.02	3,282,137.36	3,257,856.00
		Current Budget	3,243,500.00
		Projected Amt Over (Under)	14,356.00



HOTEL & MOTEL TAX

MONTH	2017 Actual	2018 Actual	2019	
JANUARY	35,251.30	43,682.49	64,313.97	A
FEBRUARY	36,364.73	52,237.60	61,319.56	A
MARCH	51,466.99	58,641.79	62,062.94	B
APRIL	54,146.46	73,099.04	77,363.62	B
MAY	58,327.36	85,446.49	90,431.42	B
JUNE	84,744.05	87,171.79	92,257.37	B
JULY	72,804.56	90,273.57	95,540.11	B
AUGUST	76,860.26	89,609.64	94,837.44	B
SEPTEMBER	121,765.56	97,965.63	103,680.92	B
OCTOBER	74,289.53	82,857.49	87,691.37	B
NOVEMBER	71,406.04	90,311.56	95,580.31	B
DECEMBER	60,072.92	73,736.68	78,038.46	B

TOTALS	797,499.76	925,033.77	1,003,117.49
		Current Budget	979,000.00
		Projected Amt Over (Under)	24,117.49

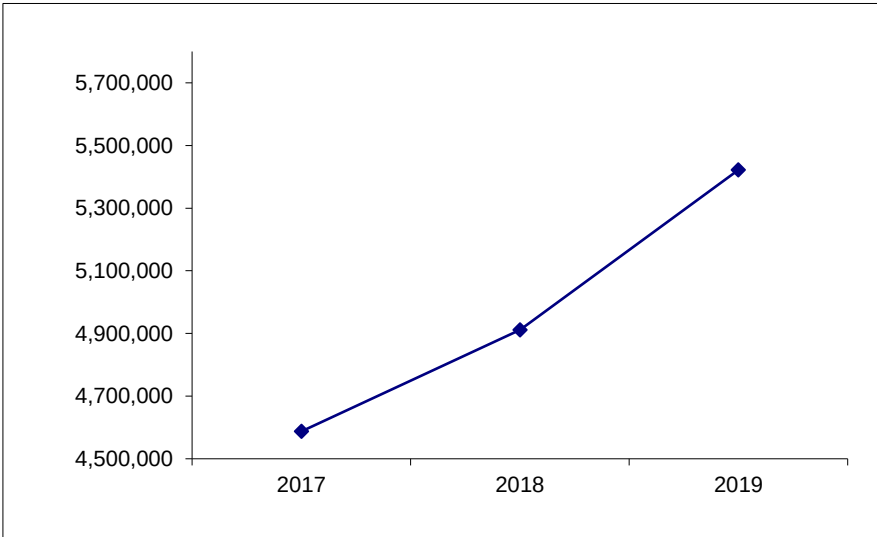


Projected Revenues

UTILITY TAX-ELECTRIC & GAS

MONTH	2017	2018	2019
	Actual	Actual	
JANUARY	421,857.00	448,826.92	438,576.84
FEBRUARY	505,824.62	526,653.98	460,352.65
MARCH	425,726.95	480,198.77	551,778.76
APRIL	339,034.62	439,274.73	504,754.45
MAY	361,636.72	447,828.03	514,582.73
JUNE	327,273.91	374,471.63	430,291.59
JULY	358,194.35	375,577.99	431,562.87
AUGUST	373,740.81	389,378.27	447,420.26
SEPTEMBER	369,262.32	361,434.20	415,310.76
OCTOBER	353,897.31	365,581.97	420,076.81
NOVEMBER	341,024.62	338,504.71	388,963.32
DECEMBER	409,860.82	364,095.86	418,369.17

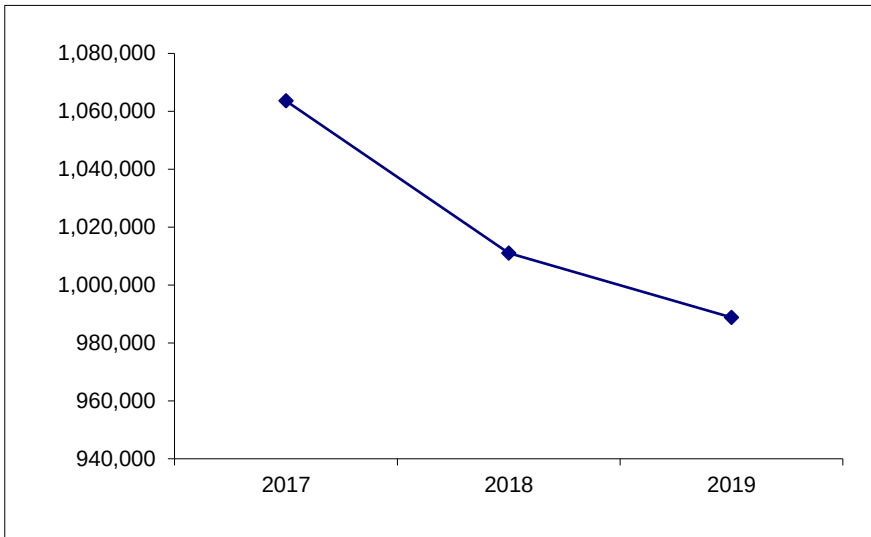
TOTALS	4,587,334.05	4,911,827.06	5,422,040.23
		Current Budget	5,644,000.00
		Projected Amt Over (Under)	-221,959.77



CABLE TV TAX

MONTH	2017 Actual	2018 Actual	2019
JANUARY	263,629.01	0.00	23,697.48
FEBRUARY	0.00	255,933.94	230,959.41
MARCH	0.00	0.00	0.00
APRIL	244,146.92	21,185.00	20,597.37
MAY	24,893.20	231,760.00	225,331.44
JUNE	0.00	0.00	0.00
JULY	243,165.76	20,461.45	19,893.89
AUGUST	23,369.45	232,277.05	225,834.15
SEPTEMBER	0.00	0.00	0.00
OCTOBER	23,416.70	19,657.00	19,111.75
NOVEMBER	240,991.54	229,769.92	223,396.56
DECEMBER	0.00	0.00	0.00

TOTALS	1,063,612.58	1,011,044.36	988,822.05
		Current Budget	983,000.00
	Projected Amt Over (Under)		5,822.05

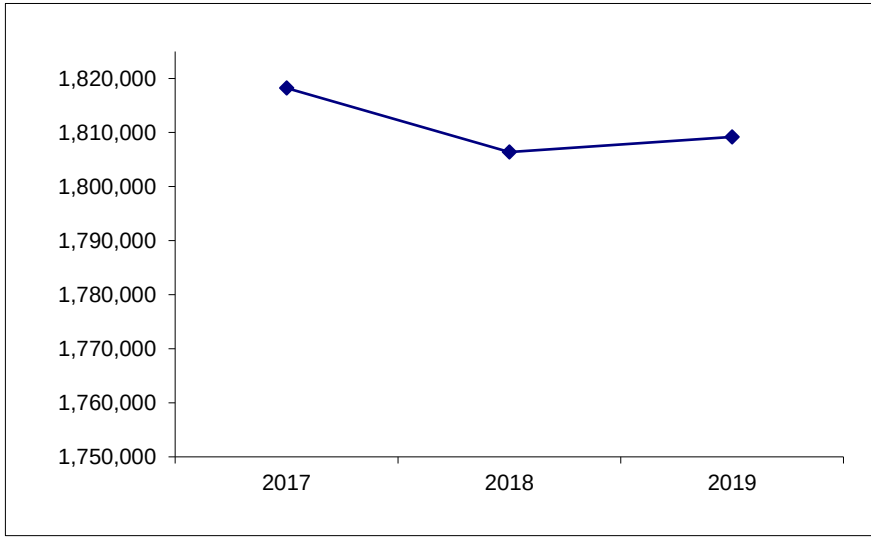


Projected Revenues

10 - LOCAL MOTOR FUEL TAX

MONTH	2017	2018	2019
	Actual	Actual	
JANUARY	150,936.34	149,553.75	159,147.06
FEBRUARY	146,142.38	137,640.35	152,188.41
MARCH	135,305.95	136,597.89	134,677.39
APRIL	151,248.96	150,285.42	148,172.48
MAY	129,212.75	148,104.17	146,021.90
JUNE	179,659.76	154,254.29	152,085.55
JULY	164,090.47	153,748.88	151,587.25
AUGUST	151,522.30	153,476.52	151,318.72
SEPTEMBER	154,447.56	159,427.41	157,185.94
OCTOBER	158,731.65	146,477.86	144,418.46
NOVEMBER	150,265.36	162,946.06	160,655.12
DECEMBER	146,671.67	153,884.42	151,720.88

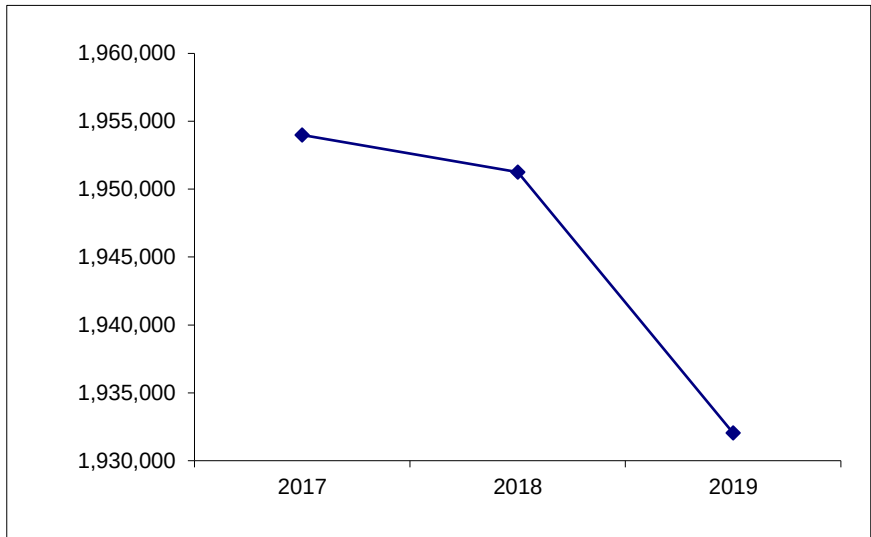
TOTALS	1,818,235.15	1,806,397.02	1,809,179.17
		Current Budget	1,781,000.00
		Projected Amt Over (Under)	28,179.17



46 - STATE MOTOR FUEL TAX

MONTH	2017	2018	2019
	Actual	Actual	
JANUARY	180,582.18	168,202.81	165,334.41
FEBRUARY	171,662.87	172,208.28	165,152.12
MARCH	163,670.32	149,193.94	148,332.85
APRIL	139,550.39	147,896.35	147,042.75
MAY	166,666.87	174,263.56	173,257.78
JUNE	168,983.84	160,430.31	159,504.37
JULY	134,194.40	147,026.88	146,178.30
AUGUST	175,956.02	172,563.52	171,567.55
SEPTEMBER	166,198.96	166,400.46	165,440.06
OCTOBER	146,908.04	139,001.37	138,199.11
NOVEMBER	168,198.50	182,371.66	181,319.08
DECEMBER	171,419.34	171,702.76	170,711.76

TOTALS	1,953,991.73	1,951,261.90	1,932,040.16
		Current Budget	1,940,000.00
		Projected Amt Over (Under)	-7,959.84



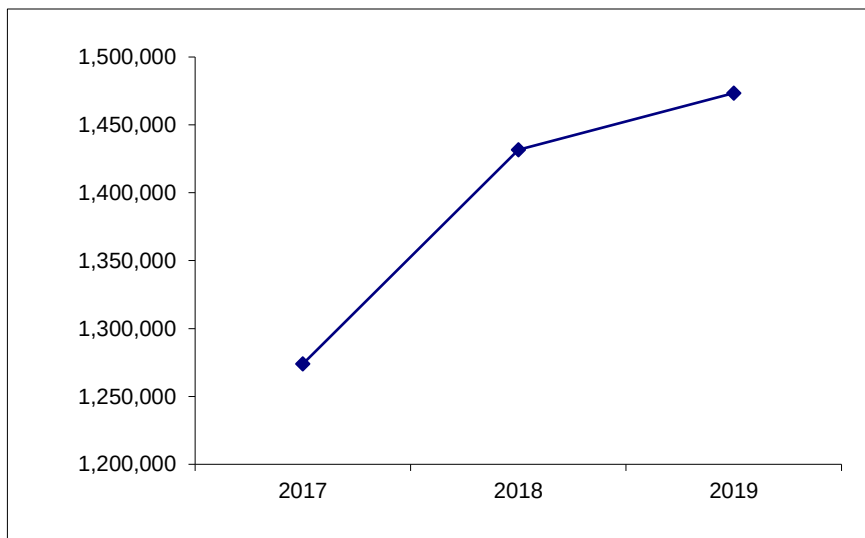
2015 & 2016 Delays in Distribution of MFT Tax due to State budget.

Projected Revenues

VIDEO GAMING TAX

MONTH	2017	2018	2019	
	Actual	Actual		
JANUARY	94,954.28	110,674.81	121,069.82	A
FEBRUARY	100,623.42	112,057.54	129,642.72	A
MARCH	99,845.65	106,182.77	107,392.63	B
APRIL	105,585.44	123,418.04	124,824.28	B
MAY	126,789.50	146,340.22	148,007.64	B
JUNE	110,489.13	123,295.17	124,700.01	B
JULY	107,626.31	120,942.14	122,320.17	B
AUGUST	101,091.12	116,396.36	117,722.60	B
SEPTEMBER	100,252.19	117,722.43	119,063.78	B
OCTOBER	108,743.85	121,370.11	122,753.02	B
NOVEMBER	108,003.48	113,870.50	115,167.96	B
DECEMBER	109,939.69	119,417.04	120,777.70	B

TOTALS	1,273,944.06	1,431,687.13	1,473,442.34
		Current Budget	1,448,000.00
		Projected Amt Over (Under)	25,442.34

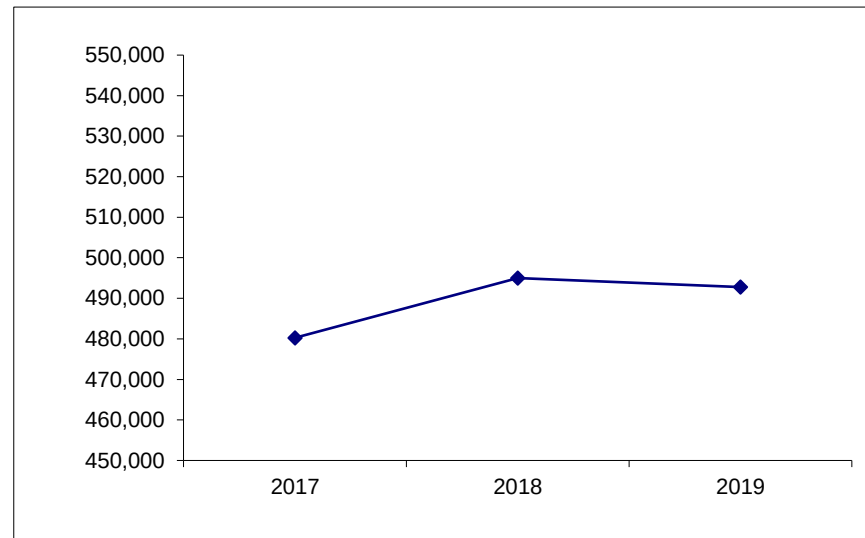


2015 & 2016 Delays in Distribution of Video Gaming Tax due to State budget.

MFT REIMB - TRAFFIC SIGNALS

MONTH	2017	2018	2019	
	Actual	Actual		
JANUARY	30,227.10	44,276.36	18,879.47	A
FEBRUARY	30,285.05	30,587.44	30,020.63	A
MARCH	37,579.08	57,817.61	61,088.10	B
APRIL	35,516.45	31,169.52	32,932.64	B
MAY	34,648.66	40,715.78	43,018.89	B
JUNE	45,755.99	41,823.91	44,189.71	B
JULY	33,394.19	30,107.02	31,810.04	B
AUGUST	33,754.21	52,475.31	55,443.61	B
SEPTEMBER	32,655.06	51,296.11	54,197.71	B
OCTOBER	37,581.07	23,523.08	24,853.68	B
NOVEMBER	81,824.06	52,172.00	55,123.14	B
DECEMBER	47,035.87	39,035.86	41,243.95	B

TOTALS	480,256.79	495,000.00	492,801.58
		Current Budget	523,000.00
		Projected Amt Over (Under)	-30,198.42

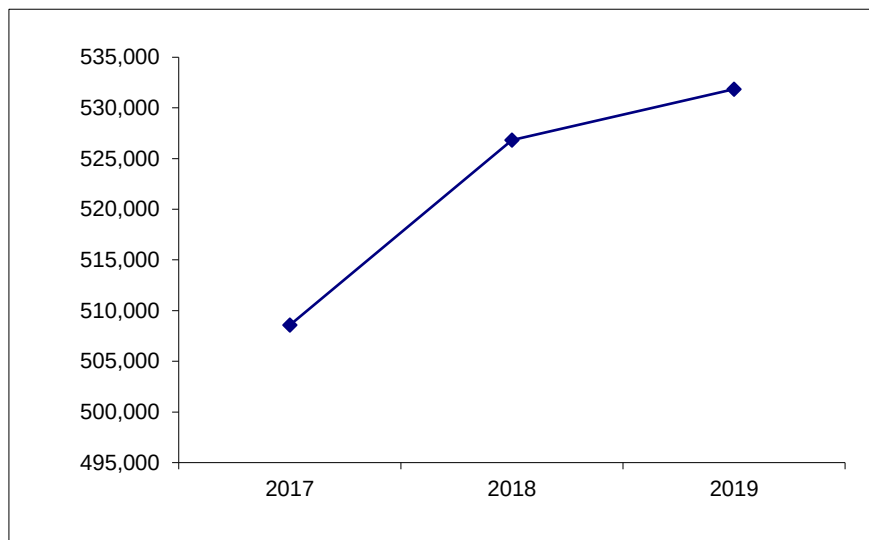


Projected Revenues

LIQUOR LICENSES

MONTH	2017 Actual	2018 Actual	2019
JANUARY	1,075.91	3,557.82	0.00
FEBRUARY	970.89	-1,242.18	200.00
MARCH	100.00	2,135.75	2,164.85
APRIL	29,187.48	19,600.00	19,867.02
MAY	239,985.85	248,925.00	252,316.24
JUNE	222,598.40	237,660.00	240,897.77
JULY	2,622.82	4,811.46	4,877.01
AUGUST	2,284.27	2,470.86	2,504.52
SEPTEMBER	2,117.60	200.00	202.72
OCTOBER	3,333.70	7,129.20	7,226.32
NOVEMBER	7,746.77	200.00	202.72
DECEMBER	-3,455.80	1,374.90	1,393.63

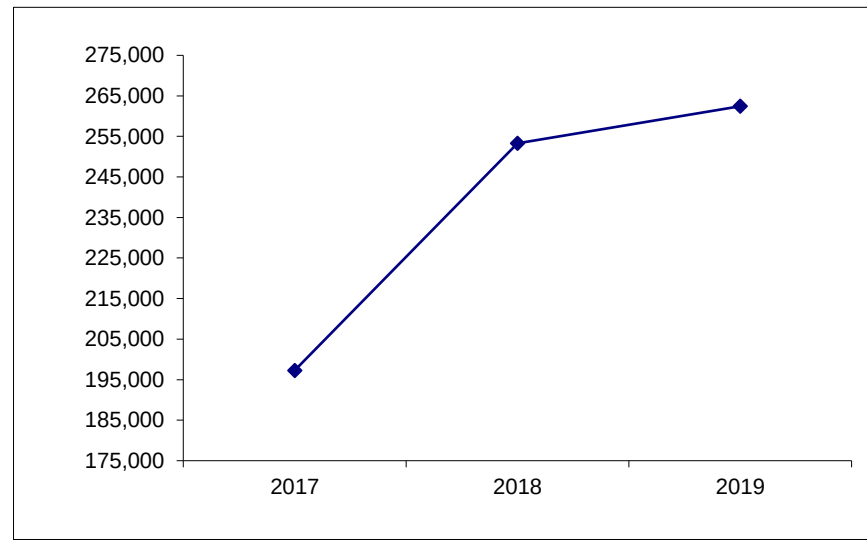
TOTALS	508,567.89	526,822.81	531,852.81
		Current Budget	534,000.00
		Projected Amt Over (Under)	-2,147.19



BUILDING PERMITS

MONTH	2017	2018	2019	
	Actual	Actual		
JANUARY	25,018.70	14,620.20	5,682.20	A
FEBRUARY	8,294.50	18,038.60	20,701.00	A
MARCH	17,266.45	7,954.30	8,509.90	B
APRIL	12,932.95	23,408.65	25,043.71	B
MAY	29,240.40	9,785.80	10,469.32	B
JUNE	16,116.75	14,818.50	15,853.55	B
JULY	7,629.90	34,945.00	37,385.85	B
AUGUST	15,033.10	48,329.20	51,704.92	B
SEPTEMBER	18,288.60	24,195.00	25,884.98	B
OCTOBER	22,135.50	16,196.10	17,327.37	B
NOVEMBER	19,111.40	30,409.97	32,534.06	B
DECEMBER	6,208.40	10,605.60	11,346.38	B

TOTALS	197,276.65	253,306.92	262,443.24
		Current Budget	271,000.00
		Projected Amt Over (Under)	-8,556.76

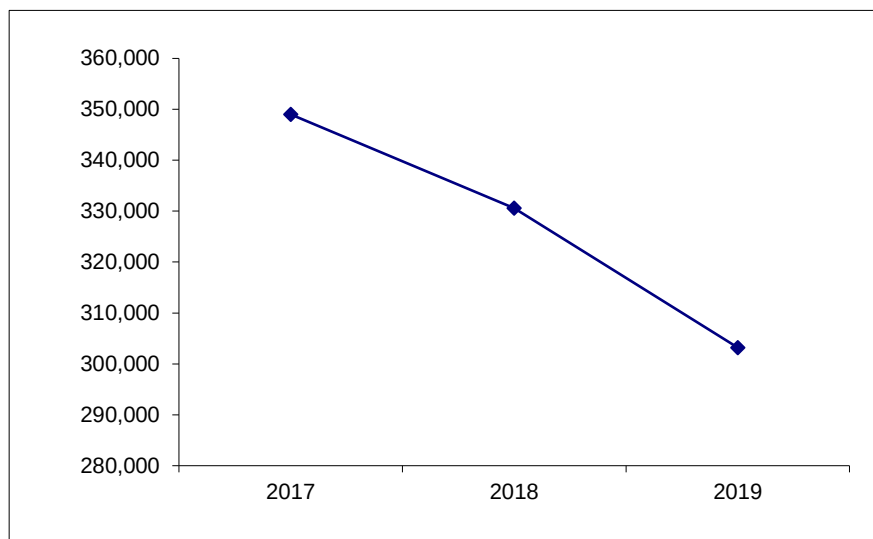


Projected Revenues

ILLEGAL USE OF VEHICLE

MONTH	2017	2018	2019	
	Actual	Actual		
JANUARY	31,545.00	25,185.00	27,000.00	A
FEBRUARY	24,985.00	22,135.00	22,575.00	A
MARCH	33,705.00	29,625.00	26,523.30	B
APRIL	32,640.00	21,770.00	19,490.71	B
MAY	32,010.00	30,500.00	27,306.68	B
JUNE	26,635.00	23,700.00	21,218.64	B
JULY	26,620.00	29,500.02	26,411.40	B
AUGUST	33,800.00	33,750.00	30,216.41	B
SEPTEMBER	27,970.00	26,765.00	23,962.73	B
OCTOBER	29,250.00	30,000.00	26,859.03	B
NOVEMBER	29,285.00	28,910.00	25,883.16	B
DECEMBER	20,560.00	28,775.00	25,762.29	B

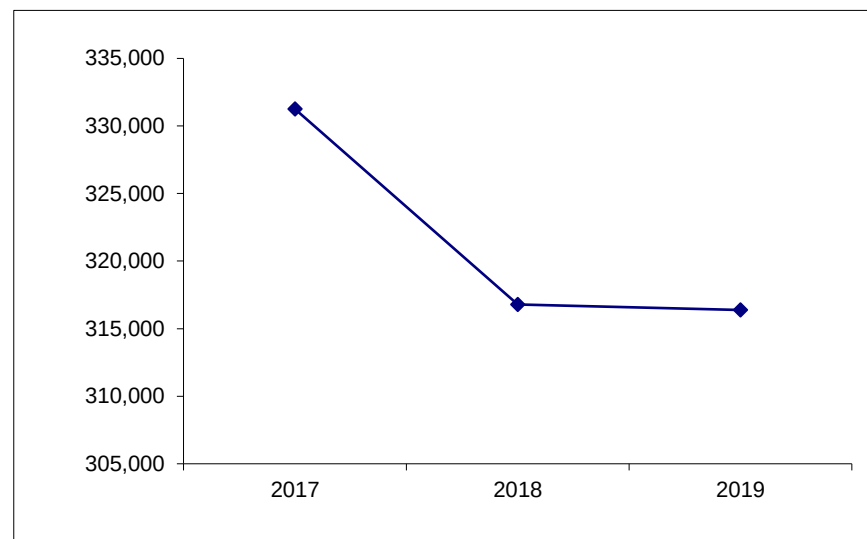
TOTALS	349,005.00	330,615.02	303,209.35
		Current Budget	296,000.00
	Projected Amt Over (Under)		7,209.35



PARKING

MONTH	2017	2018	2019
	Actual	Actual	
JANUARY	34,895.44	25,619.67	22,100.52
FEBRUARY	25,606.25	23,129.88	36,218.34
MARCH	30,864.70	26,877.78	25,878.07
APRIL	27,249.73	23,927.45	23,037.48
MAY	28,420.56	25,863.39	24,901.41
JUNE	25,376.53	26,511.27	25,525.19
JULY	18,039.29	24,812.73	23,889.83
AUGUST	50,159.05	43,872.98	42,241.14
SEPTEMBER	19,306.30	28,082.95	27,038.41
OCTOBER	25,869.73	23,231.48	22,367.39
NOVEMBER	21,431.35	22,420.50	21,586.58
DECEMBER	24,039.14	22,432.56	21,598.19

TOTALS	331,258.07	316,782.64	316,382.54
		Current Budget	305,000.00
		Projected Amt Over (Under)	11,382.54

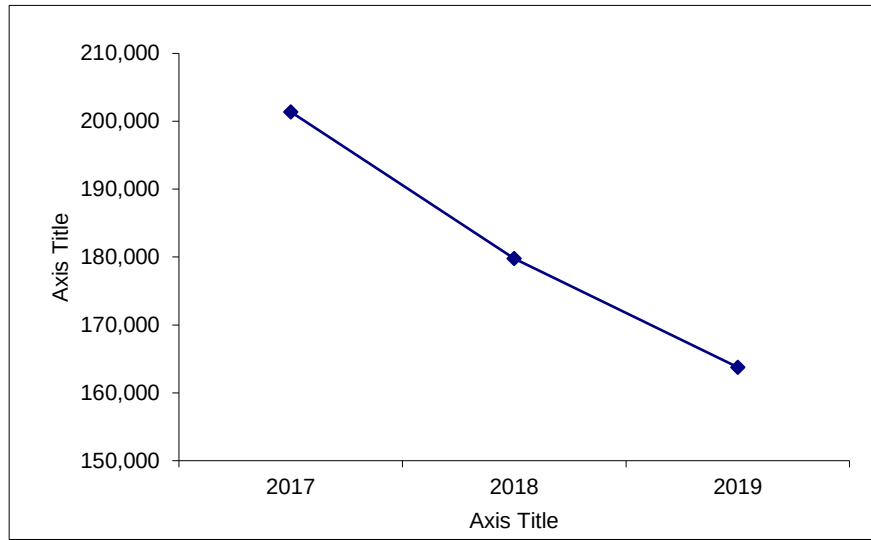


Projected Revenues

COURT FINES

MONTH	2017 Actual	2018 Actual	2019	
JANUARY	10,760.71	10,310.57	10,708.29	A
FEBRUARY	15,484.21	16,396.46	14,279.89	A
MARCH	22,565.22	18,502.94	16,777.03	B
APRIL	27,343.14	18,375.38	16,661.37	B
MAY	21,521.83	14,424.37	13,078.90	B
JUNE	15,702.61	18,923.75	17,158.59	B
JULY	16,387.61	12,638.14	11,459.28	B
AUGUST	14,397.63	13,221.67	11,988.38	B
SEPTEMBER	12,749.30	15,467.05	14,024.32	B
OCTOBER	17,947.15	13,584.22	12,317.12	B
NOVEMBER	11,424.05	15,021.58	13,620.40	B
DECEMBER	15,111.69	12,902.24	11,698.75	B

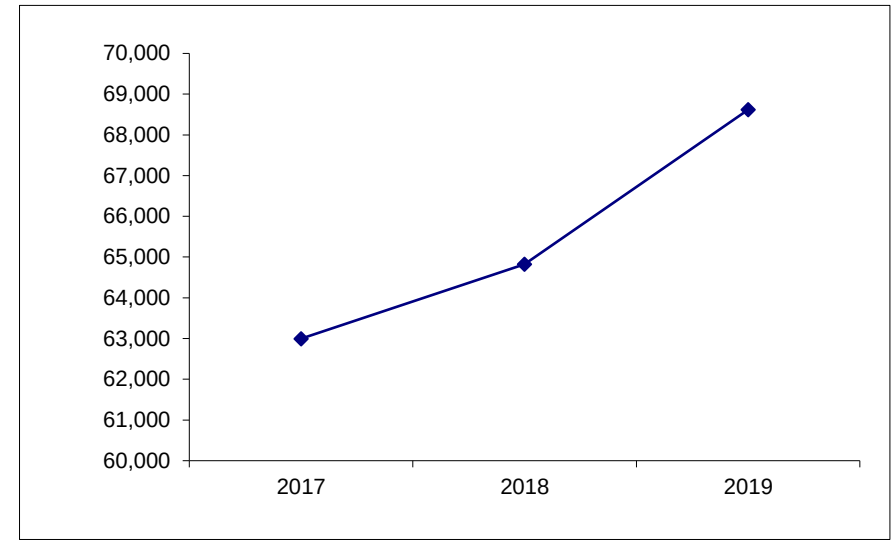
TOTALS	201,395.15	179,768.37	163,772.32	
		Current Budget	163,000.00	
		Projected Amt Over (Under)	772.32	



WEED CUTTING FEES

MONTH	2017 Actual	2018 Actual	2019	
JANUARY	989.42	3,807.13	2,271.97	A
FEBRUARY	2,521.07	3,931.13	3,819.83	A
MARCH	2,818.12	2,037.54	2,231.66	B
APRIL	2,281.59	4,814.15	5,272.79	B
MAY	4,455.68	2,360.16	2,585.01	B
JUNE	4,438.63	5,661.41	6,200.77	B
JULY	11,847.73	9,014.88	9,873.72	B
AUGUST	5,847.73	7,323.28	8,020.97	B
SEPTEMBER	7,593.47	8,187.05	8,967.03	B
OCTOBER	9,691.65	6,621.86	7,252.72	B
NOVEMBER	4,602.94	5,201.77	5,697.34	B
DECEMBER	5,907.96	5,863.87	6,422.52	B

TOTALS	62,995.99	64,824.23	68,616.32	
		Current Budget	71,000.00	
		Projected Amt Over (Under)	-2,383.68	

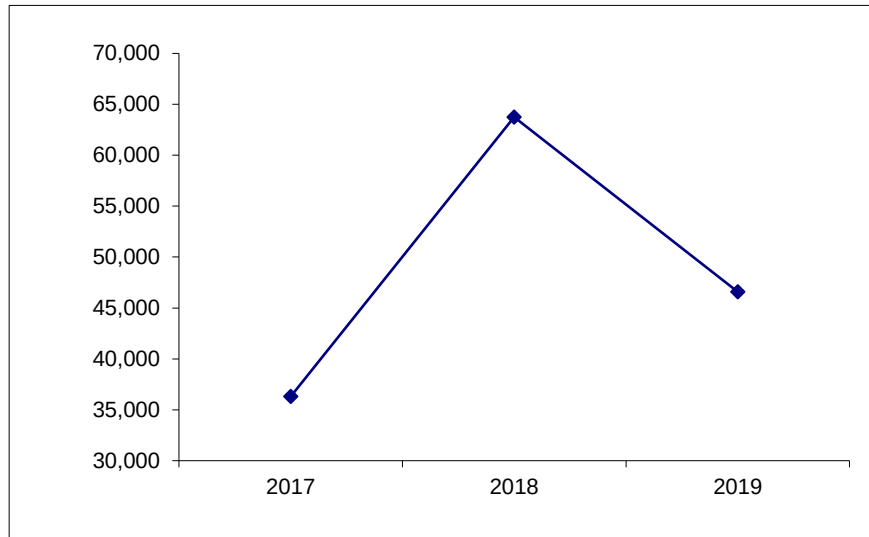


Projected Revenues

DEMOLITION PAYMENTS

MONTH	2017 Actual	2018 Actual	2019	
JANUARY	3,094.52	4,085.00	4,585.00	A
FEBRUARY	3,461.25	3,875.00	10,505.00	A
MARCH	4,200.29	3,144.19	1,775.57	B
APRIL	3,523.62	20,411.18	11,526.48	B
MAY	3,599.02	11,821.98	6,676.04	B
JUNE	3,210.00	3,035.00	1,713.91	B
JULY	2,815.00	2,040.00	1,152.02	B
AUGUST	1,870.00	2,030.00	1,146.37	B
SEPTEMBER	2,875.00	2,420.00	1,366.61	B
OCTOBER	3,020.00	5,559.00	3,139.24	B
NOVEMBER	2,185.00	2,140.00	1,208.49	B
DECEMBER	2,450.00	3,187.75	1,800.17	B

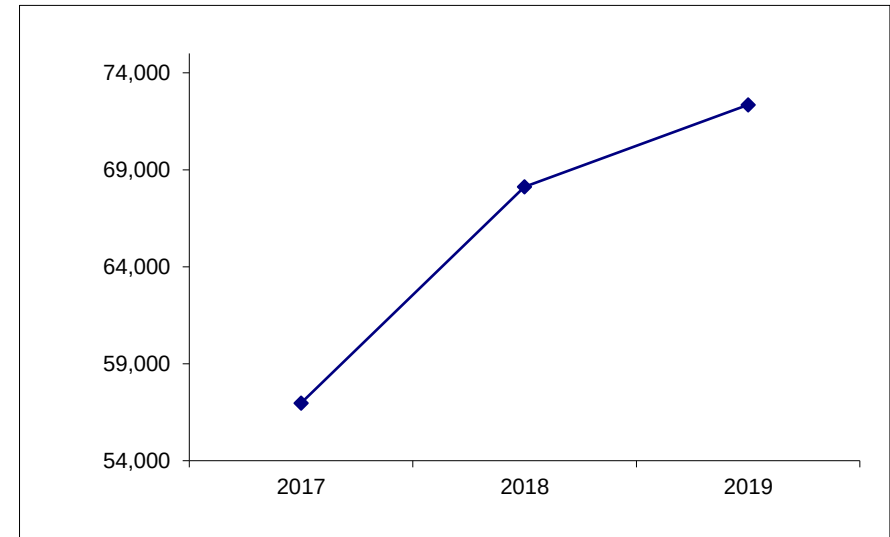
TOTALS	36,303.70	63,749.10	46,594.88	
		Current Budget	36,000.00	
		Projected Amt Over (Under)	10,594.88	



PET CITATIONS

MONTH	2017 Actual	2018 Actual	2019	
JANUARY	4,675.88	5,624.07	8,692.94	A
FEBRUARY	5,654.45	7,221.22	5,235.09	A
MARCH	8,731.32	5,186.78	5,482.72	B
APRIL	3,253.46	8,265.15	8,736.73	B
MAY	3,536.29	4,968.92	5,252.43	B
JUNE	5,529.30	6,788.27	7,175.58	B
JULY	3,839.14	5,252.51	5,552.20	B
AUGUST	4,990.87	4,907.22	5,187.21	B
SEPTEMBER	4,582.53	4,534.14	4,792.84	B
OCTOBER	3,498.17	5,145.10	5,438.66	B
NOVEMBER	4,408.19	5,534.30	5,850.07	B
DECEMBER	4,273.00	4,686.01	4,953.38	B

TOTALS	56,972.60	68,113.69	72,349.84	
		Current Budget	72,000.00	
		Projected Amt Over (Under)	349.84	

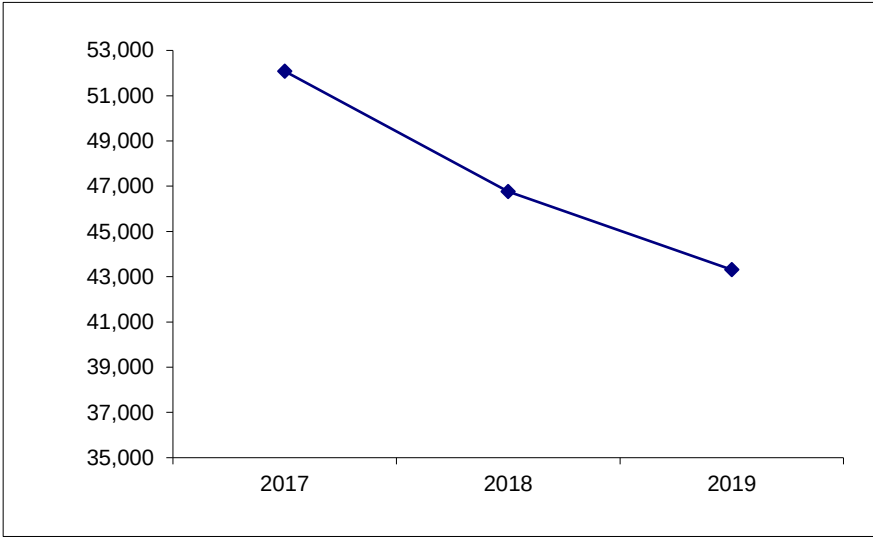


Projected Revenues

TRASH & CLEAN UP FINES

MONTH	2017 Actual	2018 Actual	2019
JANUARY	3,818.84	3,609.33	2,063.25
FEBRUARY	4,666.95	3,787.96	3,361.52
MARCH	5,502.65	4,694.36	4,516.68
APRIL	4,430.58	7,245.08	6,970.85
MAY	6,571.89	5,911.57	5,687.81
JUNE	2,680.88	3,782.95	3,639.76
JULY	6,230.35	3,381.33	3,253.34
AUGUST	5,026.82	1,413.04	1,359.56
SEPTEMBER	1,819.81	3,266.28	3,142.65
OCTOBER	4,837.59	3,208.97	3,087.51
NOVEMBER	2,939.72	3,488.72	3,356.67
DECEMBER	3,555.16	2,980.69	2,867.87

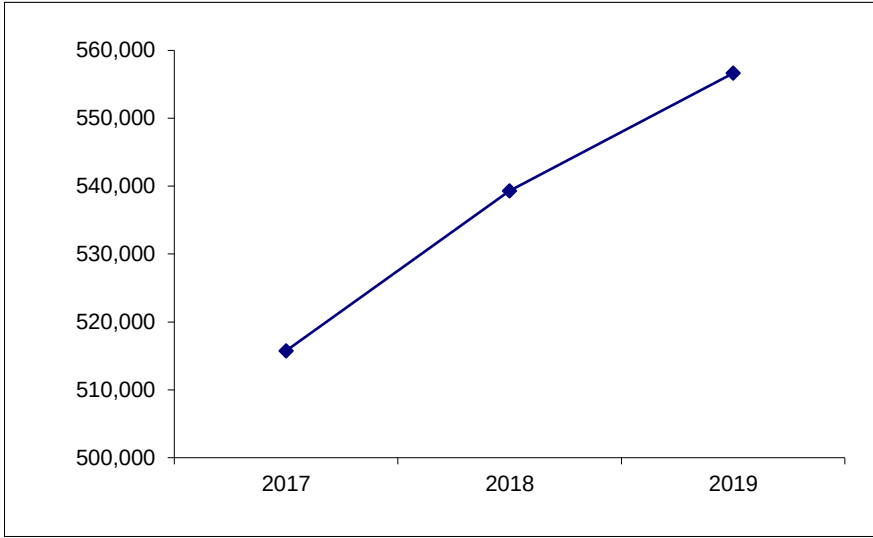
TOTALS	52,081.24	46,770.28	43,307.47
		Current Budget	45,000.00
		Projected Amt Over (Under)	-1,692.53



70-MASS TRANSIT - CHARGES FOR SERVICES

MONTH	2017	2018	2019
	Actual	Actual	
JANUARY	34,882.01	45,559.71	45,046.44
FEBRUARY	45,922.48	43,625.01	32,929.29
MARCH	39,319.53	48,998.55	52,106.09
APRIL	44,321.58	42,816.48	45,531.95
MAY	50,013.85	47,228.27	50,223.54
JUNE	49,318.54	46,871.57	49,844.21
JULY	42,138.97	49,084.46	52,197.45
AUGUST	43,030.86	42,846.16	45,563.51
SEPTEMBER	40,404.95	36,585.25	38,905.52
OCTOBER	42,457.11	46,566.68	49,519.99
NOVEMBER	47,406.69	47,131.72	50,120.86
DECEMBER	36,533.29	41,983.35	44,645.98

TOTALS	515,749.86	539,297.21	556,634.82
		Current Budget	573,500.00
		Projected Amt Over (Under)	-16,865.18

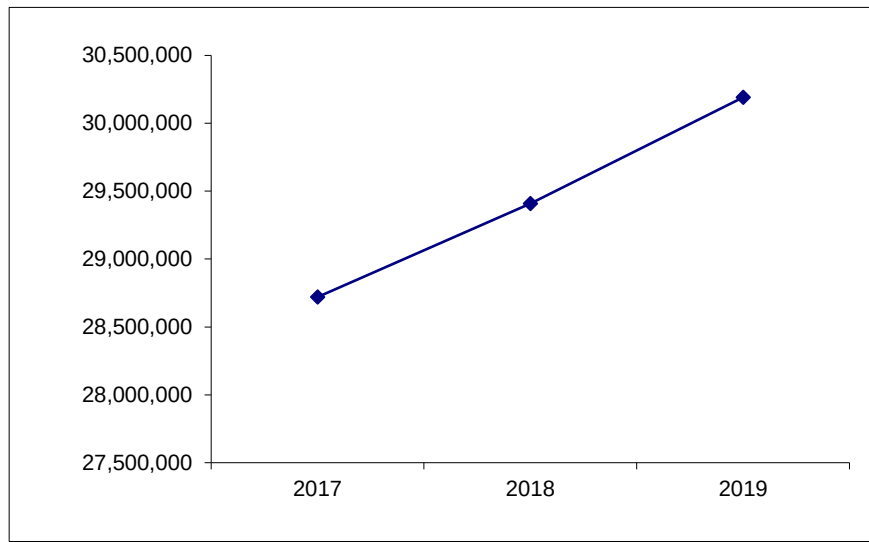


Projected Revenues

80-WATER SALES

MONTH	2017	2018	2019	
	Actual	Actual		
JANUARY	2,250,636.79	2,293,291.51	2,351,341.46	A
FEBRUARY	2,293,297.02	2,442,137.29	2,242,273.32	A
MARCH	2,197,191.32	2,261,077.95	2,345,765.92	B
APRIL	2,184,431.48	2,266,796.70	2,351,698.87	B
MAY	2,202,704.25	2,369,942.81	2,458,708.28	B
JUNE	2,402,041.11	2,419,949.18	2,510,587.62	B
JULY	2,635,067.97	2,728,893.44	2,831,103.30	B
AUGUST	2,682,475.15	2,713,394.06	2,815,023.39	B
SEPTEMBER	2,554,863.90	2,537,524.98	2,632,567.19	B
OCTOBER	2,546,500.96	2,694,323.29	2,795,238.33	B
NOVEMBER	2,506,148.97	2,309,920.81	2,396,438.18	B
DECEMBER	2,264,904.88	2,371,261.26	2,460,076.11	B

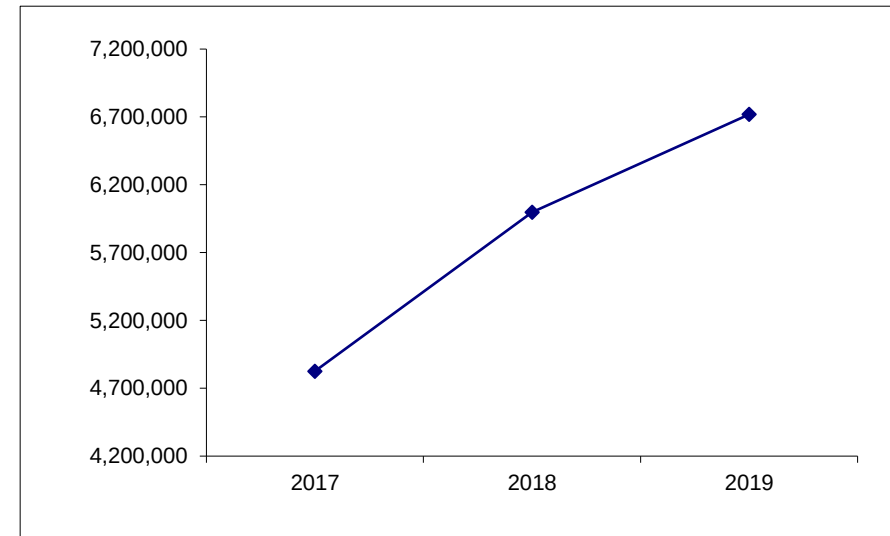
TOTALS	28,720,263.80	29,408,513.28	30,190,821.97
		Current Budget	30,510,000.00
		Projected Amt Over (Under)	-319,178.03



79-SEWER USER FEE

MONTH	2017 Actual	2018 Actual	2019
JANUARY	365,842.90	415,444.15	536,913.54
FEBRUARY	365,908.81	442,619.44	528,670.89
MARCH	357,535.86	478,868.69	526,626.29
APRIL	336,921.75	466,503.07	513,027.44
MAY	374,139.45	470,323.66	517,229.06
JUNE	383,450.74	473,070.74	520,250.11
JULY	455,323.40	573,124.51	630,282.24
AUGUST	455,272.26	605,402.59	665,779.42
SEPTEMBER	434,296.55	523,184.44	575,361.65
OCTOBER	460,110.01	551,480.24	606,479.39
NOVEMBER	409,171.38	491,779.35	540,824.53
DECEMBER	428,287.26	506,416.61	556,921.56

TOTALS	4,826,260.37	5,998,217.49	6,718,366.12
		Current Budget	6,596,420.00
		Projected Amt Over (Under)	121,946.12

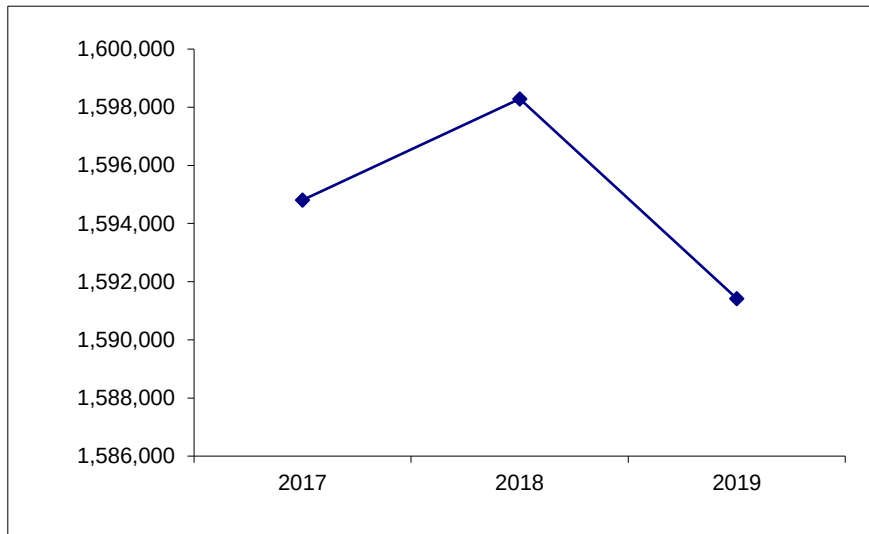


Projected Revenues

78-STORM WATER FEE

MONTH	2017 Actual	2018 Actual	2019	
JANUARY	122,042.07	130,857.73	128,327.75	A
FEBRUARY	115,726.29	115,722.81	115,551.12	A
MARCH	131,044.00	119,204.08	118,836.91	B
APRIL	164,375.29	178,640.07	178,089.83	B
MAY	153,955.37	143,262.25	142,820.98	B
JUNE	120,950.54	116,699.68	116,340.23	B
JULY	121,951.59	125,217.69	124,832.00	B
AUGUST	121,622.82	126,195.38	125,806.68	B
SEPTEMBER	109,785.43	104,206.95	103,885.97	B
OCTOBER	165,672.68	186,458.32	185,884.00	B
NOVEMBER	150,828.65	134,557.14	134,142.68	B
DECEMBER	116,855.56	117,265.90	116,904.70	B

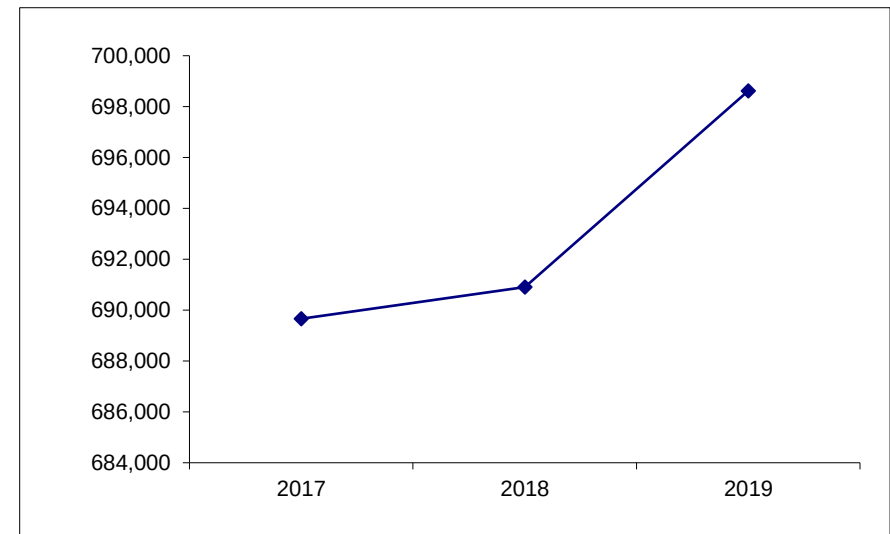
TOTALS	1,594,810.29	1,598,288.00	1,591,422.84
		Current Budget	1,593,365.00
		Projected Amt Over (Under)	-1,942.16



88-RECYCLING FEES

MONTH	2017 Actual	2018 Actual	2019	
JANUARY	53,670.25	63,834.61	64,379.60	A
FEBRUARY	57,220.17	53,318.46	54,592.19	A
MARCH	63,538.06	59,585.33	60,196.71	B
APRIL	52,781.31	58,097.70	58,693.82	B
MAY	61,173.86	61,352.11	61,981.62	B
JUNE	60,215.22	55,252.91	55,819.84	B
JULY	61,089.08	57,379.32	57,968.07	B
AUGUST	55,537.02	64,706.87	65,370.80	B
SEPTEMBER	56,982.47	47,989.41	48,481.81	B
OCTOBER	54,207.31	61,664.86	62,297.58	B
NOVEMBER	59,900.37	56,683.15	57,264.75	B
DECEMBER	53,345.70	51,046.09	51,569.86	B

TOTALS	689,660.82	690,910.82	698,616.66
		Current Budget	698,000.00
		Projected Amt Over (Under)	616.66



SUBJECT: Ordinance Amending City Code Chapter 47 - Control of Animals, Fowl and Dogs

ATTACHMENTS:

Description	Type
City Council Memorandum No. 2019-01	Cover Memo
Ordinance Amending City Code Chapter 47 - Control of Animals, Fowl and Dogs, Ordinance Sections 1 and 3	

**CITY COUNCIL MEMORANDUM
NO. 2019-01**

March 11, 2019

TO: Honorable Mayor Moore Wolfe and City Council

FROM: Wendy Morthland, City Manager
Raymond Lai, Director of Economic and Community Development
Amy Waks, Assistant Corporation Counsel

SUBJECT: Amendment to Chapter 47 – CONTROL OF ANIMALS, FOWL AND DOGS

RECOMMENDATION: The Decatur Public Schools Foundation has received a gift by the Howard G. Buffett Foundation to open the Dwayne O. Andreas Ag Academy for Eisenhower and MacArthur High School students to establish agricultural education with an emphasis on career development in the agriculture industry through classroom and laboratory instruction and supervised agricultural experience programs. The Academy will incorporate a living science farm and collaborate with agribusiness companies across Illinois.

Currently, Chapter 47 prohibits the keeping of cattle, sheep, swine or goats within the City. As the focus of the Ag Academy is hands on instruction, it is their desire to be allowed to keep lowline cattle, sheep, goats, llamas and alpacas. They have invested in containment facilities which meet the same requirements as the City requires for horses.

It is the recommendation of staff that the ordinance be amended to allow educational institutions accredited by Illinois State Board of Education the ability to keep lowline cattle, sheep, goats, llamas and alpacas on property which is wholly utilized for educational purposes. The proposed amendments specifically define “education institutions” and allow for those institutions to keep smaller farm animals on their property. The proposal further establishes requirements for the size of the lots where such animals will be kept as well as the shelter requirements, similar to the current requirements for horses. As the size of lowline cattle, sheep, goats, llamas and alpacas are smaller than full-sized horses, the containment area and shelter does not need to be as large.

POTENTIAL OBJECTIONS: There are no known or expected objections.

INPUT FROM OTHER SOURCES: Decatur Public Schools Foundation and Department of Economic and Community Development.

STAFF REFERENCE: Amy Waks, Assistant Corporation Counsel, at 424-2807.

BUDGET/TIME IMPLICATIONS: None.

ORDINANCE NO. _____

ORDINANCE AMENDING CITY CODE

- CHAPTER 47 -

- CONTROL OF ANIMALS, FOWL AND DOGS-

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

Section 1. That Chapter 47 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by adding language to Sections 1 and 3. Said Sections 1 and 3 as so modified, amended and added, shall provide as follows:

1. **DEFINITIONS.** Whenever used herein, the following words shall have the meaning set after them as follows:

(m) Educational institution – property owned by an Illinois State Board of Education accredited entity which is used wholly for the instruction and recreation of students for grade 12 or under.

3. FARM ANIMALS PROHIBITED. No person, firm or corporation shall keep any cattle, sheep, swine, or goats at any place upon any premises within the City except temporarily in stock yards for sale or shipment and except temporarily in packing plants for slaughter. Educational institutions may keep lowline cattle, sheep, goats, llamas and alpacas upon premises owned by the educational institution. The minimum lot area for keeping a full-sized horse or animal of the equine family is one (1) acre for one equine and one (1) additional acre for each additional equine and in no case shall an equine be kept unless one (1) twelve foot by twelve foot stall enclosed with three (3) solid walls is provided for sheltering each equine kept on such lot. The minimum lot area for keeping a miniature horse, pony or other small animal of the equine family, llamas, alpacas and lowline cattle is one-half (1/2) acre for one animal and one-half (1/2) additional acre for each additional animal and in no case shall such animal be kept unless one (1) eight foot by eight foot stall enclosed with three (3) solid walls is provided for sheltering each animal kept on such lot. The minimum lot area for keeping sheep and goats is one-quarter (1/4) acre per animal and one-quarter (1/4) additional acre for each additional animal and in no case shall such animal be kept unless one (1) eight foot by eight foot stall enclosed with (3) solid walls is provided for sheltering no more than (3) such animals kept on such lot. Lots and shelters must be enclosed and comply with all City of Decatur ordinances. No part of the animal shelter shall be within 75 feet of any dwelling house occupied by human beings, except any dwelling house occupied by the owner or person in control of said animal(s).

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 18th day of March 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM L. ALTHOFF, CITY CLERK

PUBLISHED this _____ day of _____, 2019.

KIM L. ALTHOFF, CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 47

- CONTROL OF ANIMALS, FOWL AND DOGS-

1. **DEFINITIONS.** Whenever used herein, the following words shall have the meaning set after them as follows:

(a) ...

...(m) Educational institution – property owned by an Illinois State Board of Education accredited entity which is used wholly for the instruction and recreation of students for grade 12 or under.

3. FARM ANIMALS PROHIBITED. No person, firm or corporation shall keep any cattle, sheep, swine, or goats at any place upon any premises within the City except temporarily in stock yards for sale or shipment and except temporarily in packing plants for slaughter. Educational institutions may keep lowline cattle, sheep, goats, llamas and alpacas upon premises owned by the educational institution. The minimum lot area for keeping a full-sized horse or animal of the equine family is one (1) acre for one equine and one (1) additional acre for each additional equine and in no case shall an equine be kept unless one (1) twelve foot by twelve foot stall enclosed with three (3) solid walls is provided for sheltering each equine kept on such lot. The minimum lot area for keeping a miniature horse, pony or other small animal of the equine family, llamas, alpacas and lowline cattle is one-half (1/2) acre for one animal and one-half (1/2) additional acre for each additional animal and in no case shall such animal be kept unless one (1) eight foot by eight foot stall enclosed with three (3) solid walls is provided for sheltering each animal kept on such lot. The minimum lot area for keeping sheep and goats is one-quarter (1/4) acre per animal and one-quarter (1/4) additional acre for each additional animal and in no case shall such animal be kept unless one (1) eight foot by eight foot stall enclosed with (3) solid walls is provided for sheltering no more than (3) such animals kept on such lot. Lots and shelters must be enclosed and comply with all City of Decatur ordinances. No part of the animal shelter shall be within 75 feet of any dwelling house occupied by human beings, except any dwelling house occupied by the owner or person in control of said ~~equine~~ animal(s).

Public Works

DATE: 3/8/2019

MEMO: 2019-16

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Wendy Morthland, Interim City Manager
Matthew Newell, P.E., Public Works Director

SUBJECT: Resolution to Appropriate Motor Fuel Tax Funds for Traffic Signal Maintenance and Street Maintenance by Municipality under the Illinois Highway Code.

SUMMARY RECOMMENDATION: Please see attached Memo.

ATTACHMENTS:

Description	Type
2019-16 Memo	Cover Memo
2019-16 Resolution Appropriate Motor Fuel Tax Funds for Traffic Signal Maintenance and Street Maintenance by Municipality under the Illinois Highway Code	Resolution Letter

**PUBLIC WORKS MEMORANDUM
NO. 2019-16**

DATE: March 5, 2019

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Wendy Morthland, Interim City Manager
Matthew Newell, P.E., Public Works Director

SUBJECT: Resolution to Appropriate Motor Fuel Tax Funds for Traffic Signal Maintenance and Street Maintenance by Municipality Under the Illinois Highway Code.

SUMMARY RECOMMENDATION:

It is recommended by staff that the City Council approve the attached resolution appropriating \$741,000.00 in State Motor Fuel Tax (MFT) funds dedicated to general street maintenance, and that the Mayor be authorized to sign said resolution, and the City Clerk to attest. Items covered by this allocation specifically include:

- Reimbursing the General fund for annual traffic signal maintenance costs (\$508,000),
- Providing concrete for street maintenance work performed by City forces (\$20,000),
- Purchasing road salt to support the City's winter maintenance operations (\$173,000),
- Pavement striping on Brush College Road and other street in cooperation with the Macon County Highway Department (\$15,000),
- Providing asphalt for street maintenance work performed by City forces (\$20,000),
- Pavement Asset Management Software (\$5,000).

PRIOR COUNCIL ACTION:

Each year the City Council appropriates State Motor Fuel Tax (MFT) funds for general street maintenance operations.

BACKGROUND:

Traffic Signal Maintenance

For many years the City has allocated State MFT funds to reimburse the General Fund for the traffic signal maintenance operations performed by the Public Works Department. The funds cover the salary and benefits of two City Electricians, the costs for their vehicles, materials used, traffic signal electricity costs, and contracted services. The Illinois Department of Transportation (IDOT) reimburses the City for a portion of the maintenance work, materials, and electricity costs incurred for maintaining traffic signals located on State highways in the City. These reimbursements are deposited into the City's State MFT fund. The amount of the transfer was determined by the Finance Department and approved by the City Council during the 2019 budget process.

Concrete for Street Maintenance

In 2013, the City began allocating State MFT funds to provide concrete for street maintenance work performed by City staff with the Public Works Department. City crews perform concrete repairs at

a lower cost than can be obtained by contracting out similar work. Increasing the materials available for concrete repair work improves the ability of the City to maintain its street system and stretch its limited funds further.

Road Salt

The City purchases road salt to help clear ice from the streets during the winter. Salt purchases are made through the State bidding process conducted by the Illinois Department of Central Management Services (CMS). In the spring of each year, the City must place an order with CMS before bids are received. Prior to 2014, the City purchased road salt from the General Operating Fund; however, due to ongoing budget difficulties and road salt costs, the State MFT allocation includes funding to purchase road salt for the City's winter operations. This year's allocation was increased by 73% over last year's allocation due to the particularly difficult winter season we have experienced.

Striping

Starting in 2017, the City has partnered with the County to stripe City streets under a joint City/County project. These streets are typically busy streets and intersections that need frequent refreshing, such as the intersection of Brush College and Faries Parkway.

Asphalt

Starting in 2018, the began purchasing asphalt using State MFT funds to add to the street maintenance funds allocated in the General Fund. As the City's overall street condition reduces, the amount the City expends for pot hole repairs will continue to increase.

Pavement Asset Management Software

The City uses software developed by Lucity Inc. to inspect and manage the City's pavement system. Currently inspections are done using an aging laptop computer that stores the entire City's pavement data. The new software is an add-on to the City's current inspection software. It will allow the City to inspect streets with a tablet or a smart phone while the data is safely stored on the City's servers. This software will help improve efficiency in inspections and provide better data security.

SCHEDULE: Traffic signal maintenance and concrete street work are ongoing operations year-round. Sufficient salt is purchased as necessary to support winter snow/ice removal operations and to assure that each winter season begins with a full salt supply on hand. Additional salt is purchased as the City's salt reserves are depleted. Striping will be completed prior to November. Asset management software will be purchased after approval and prior to fall pavement inspections.

POTENTIAL OBJECTION: None

INPUT FROM OTHER SOURCES: Illinois Department of Transportation

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

BUDGET/TIME IMPLICATIONS:

Budget Impact: Funding for the current year's general maintenance street work is allocated in the State Motor Fuel Tax fund. The State MFT funds allocated by this resolution are \$741,000.00 and are expended through the year in support of the identified operations.

Staffing Impact: Staffing time is allocated for these operations.

RESOLUTION NO. _____

**RESOLUTION TO APPROPRIATE MOTOR FUEL TAX FUNDS
FOR TRAFFIC SIGNAL MAINTENANCE AND STREET MAINTENANCE
BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE**

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

Section 1. That there is hereby appropriated the sum of \$741,000.00 of Motor Fuel Tax funds for the purpose of traffic signal maintenance, concrete for street maintenance, the purchase of road salt, striping of City roads, the purchase of asphalt for street maintenance, and the purchase of pavement asset management software for the City of Decatur, Illinois, from January 1, 2019 to December 31, 2019.

Section 2. That traffic signal maintenance, concrete for street maintenance, the purchase of road salt, striping of City roads, the purchase of asphalt for street maintenance, the purchase of pavement asset management software and operations as listed and described on the Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

Section 3. That the Clerk shall, as soon as three (3) months after the close of the period as given above, submit to the Department of Transportation on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

Section 4. That the Clerk shall immediately transmit two certified copies of original BLR 14231 forms, attached hereto as Exhibit 1 and made a part hereof, and transmit with two certified copies of this resolution to the district office of the Department of Transportation, at Effingham, Illinois.

PRESENTED and ADOPTED this 18th day of March 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

I, Kim Althoff Clerk in and for the City
of Decatur, County of Macon
(City, Town or Village)

hereby certify the attached Resolution No. _____ to be a true, perfect and complete copy of a resolution adopted by

the City Council at a meeting on March 18, 2019
(Council or President and Board of Trustees) Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 18th day of March, 2019.

(SEAL) _____ City Clerk
(City, Town or Village)

Approved _____ Regional Engineer Department of Transportation _____ Date
--



Local Public Agency: City of Decatur
County: Macon
Section Number: 19-00000-00-GM

Maintenance Period	1/1/2019	to	12/31/2019
--------------------	----------	----	------------

[illegible]

Estimated Cost		MFT Portion	Other Funds	Preliminary Engineering		
Maintenance	741,000.00	741,000.00	-	Engineering Inspection		
Maint Eng	-		-	Material Testing		
Totals:	741,000.00	741,000.00	-	Advertising		
				Bridge Inspections		
Total Estimated Maintenance Engineering Cost						-
Total Estimated Maintenance Cost						741,000.00

Approved:

Title

Regional Engineer

Date _____

Economic & Community Development

DATE: 3/18/2019

MEMO: No. 19-14

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Wendy Morthland, Interim City Manager
Raymond Lai, AICP, Director of Economic and Community Development
Richelle D. Irons, Neighborhood Services Manager

SUBJECT:
Subrecipient Agreement for Adult Education Training Program-Project READ

SUMMARY RECOMMENDATION:

Staff recommends approval of the attached subrecipient agreement with Richland Community College as fiscal agent for Project READ for Adult Education Training-related activities. The recommended amount allocated is \$45,000 which is from the City of Decatur's Community Development Block Grant (CDBG) fund as provided by the U.S. Department of Housing and Urban Development. The agreement expires on March 20, 2020. Activities include but are not limited to: literacy specialist and assistant/educator salary, software program materials and more.

BACKGROUND:

The Neighborhood Services Division issued a Request for Proposal (RFP). Four (4) agencies responded. All were evaluated and scored by City staff and funding was recommended for two (2) agencies. A copy of the agreement is attached for your information.

STAFF REFERENCE: Additional questions can be forwarded to Richelle D. Irons at 424.2864 or Rirons@decaturil.gov.

BUDGET/TIME IMPLICATIONS:

Funding is allocated from the CDBG and is part of the FY2019 budget which was approved by City Council.

ATTACHMENTS:

Description
Resolution

Type
Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
SUBRECIPIENT AGREEMENT
FY 2019/2020**

ADULT EDUCATION TRAINING PROGRAM-PROJECT READ

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

Section 1. That the Community Development Block Grant (CDBG) Subrecipient Agreement for the FY 2019/2020, herewith attached as Exhibit A, between the City of Decatur Illinois, and Richland Community College, as fiscal agent for Project READ for Adult Education Training related activities be, and the same is hereby, received, placed on file and approved.

Section 2. That the Director of Economic and Community Development is hereby, authorized and directed to sign said Agreement on behalf of the City of Decatur, Illinois.

PRESENTED and ADOPTED this 18th day of March, 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

**CITY OF DECATUR
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT**

This Community Development Block Grant Subrecipient Agreement (the "AGREEMENT") is made on this 18th of March 2019, by and between the **City of Decatur**, an Illinois Municipal Corporation (hereinafter "CITY") and **Richland Community College as fiscal agent for Project READ** (hereinafter "SUBRECIPIENT").

WHEREAS, the Grantee has applied for and received funds from the United States Government the U.S. Department of Housing and Urban Development ("HUD") under Title 24 of the Code of Federal Regulations, Part 570 and 2 CFR Part 200 of Uniform Administrative Requirements, Cost Principles and Audit Requirements and

WHEREAS, the City wishes to engage the Subrecipient to assist the City in utilizing such funds in accordance with HUD guidelines and Federal regulations;

NOW, THEREFORE, it is agreed between the parties hereto that;

AGREEMENT

- I. **APPENDICES TO AGREEMENT:** All Appendices (A through D) attached to this Agreement are incorporated and made a part of this Agreement as referenced herein. SUBRECIPIENT agrees to abide by and follow all terms and conditions as set forth in said Appendices.

- II. **WORK TO BE PERFORMED BY SUBRECIPIENT:** In exchange for receiving CDBG grant funds from the CITY for the **Adult Education Training Program** (hereinafter "Program"), the SUBRECIPIENT shall be responsible for administering the Program in a manner satisfactory to the CITY and substantially consistent with any standards and regulations that are specified in this Agreement and adherence to the same is a condition of providing these funds. SUBRECIPIENT commits to the Program goals, including (1) the number of people to be served (2) the number of program participants who are expected to be Decatur residents, and (3) the number of program participants who shall meet HUD's definition of low or moderate-income persons, and outcome measures. SUBRECIPIENT agrees to expend the total amount of CDBG funds covered in this Agreement, solely for the agreed upon activities and in accordance with the conditions outlined in this Agreement and the Program budget in Appendix B.

- III. **GENERAL COMPLIANCE WITH APPLICABLE LAWS:** SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (HUD regulations concerning CDBG) and 2 CFR Part 200 of Uniform Administrative Requirements, Cost Principles and Audit Requirements.

SUBRECIPIENT also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this agreement.

SUBRECIPIENT additionally agrees to comply with any changes issued to the CITY'S CDBG program by HUD. SUBRECIPIENT understands that changes issued to the CITY'S CDBG program by HUD may materially alter the terms of this Agreement. The CITY will distribute any amendments to the CDBG programs within thirty (30) days and SUBRECIPIENT must acknowledge the receipt.

SUBRECIPIENT acknowledges and affirms that the SUBRECIPIENT has the organizational capacity to adhere to collection and reporting requirements, regarding performance measures, as required by Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule ("Omni Circular") Subpart D, Sections 200.300-200.303. Such performance measures shall be decided upon by the SUBRECIPIENT and the CITY'S Manager of Neighborhood Services, based on the requirements outlined by HUD for the category of eligible activities that the SUBRECIPIENT'S program engages in. These categories have been described within HUD's "Community Development Block Grant Program: Guide to National Objectives & Eligible Activities for Entitlement Communities," and the Guide shall be incorporated hereto by reference, and will be provided to the SUBRECIPIENT. Organizational capacity shall be demonstrated by various methods, including but not limited to:

- Use of OMB-approved standard information collections when providing financial and performance information;
- Financial data is provided for performance accomplishments of the Grant award;
- Cost information shall be distributed to demonstrate cost effective practices;
- Subrecipient shall provide the City with the same information required by the Federal awarding agency under sections 200.301 and 200.210; and
- All expenditures shall be accounted for, in compliance with requirements under section 200.302, as is interpreted by the CITY'S Manager of Neighborhood Services.

SUBRECIPIENT agrees to follow either the procurement guidelines set forth in Section 200.320 of the Omni Circular, or the procurement guidelines/standards which the SUBRECIPIENT uses during its normal course of business; whichever of the two guidelines is more restrictive. If the procurement methods that the

SUBRECIPIENT uses during its normal course of business is more restrictive, those guidelines shall be used, and a copy of those guidelines shall be provided to SUBRECIPIENT and shall be incorporated into this contract by reference. If the procurement guidelines set forth in Section 200.320 of the Omni Circular are more restrictive, then the program procurement method shall be limited to either (1) procurement by small purchase procedures, (2) procurement by sealed bids, (3) procurement by competitive proposals, or (4) procurement by noncompetitive proposals, as directed by and outlined in Section 200.320. The SUBRECIPIENT affirms that, per Federal regulations, SUBRECIPIENT has a Data Universal Number System (DUNS) number, assigned by Dun and Bradstreet, Inc., and will provide proof of this DUNS number to the CITY, prior to the approval of project funding. A cage code should also be obtained. This is provided at SAMs.gov.

- IV. **LENGTH OF AGREEMENT:** The term of this Agreement shall begin no sooner than **March 18, 2019 and end on March 20, 2020**. A notice to proceed will be provided. Payment of CDBG funds by the CITY to the SUBRECIPIENT shall occur for the eligible services and/or activities performed but the SUBRECIPIENT during the term of this Agreement as long as the SUBRECIPIENT is still performing in accordance with the terms of the Agreement.

Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG funds, including any program income.

- V. **AMOUNT OF APPROPRIATION:** The appropriation of CDBG funds for the Program shall be for an amount not to exceed **Forty-five thousand Dollars (\$45,000.00)**. The SUBRECIPIENT understands that the amount of this appropriation may be adjusted during the program year due to funding alterations made by the United States Congress, HUD, and or the CITY. Any new local appropriations shall occur upon approval by the Decatur City Council. SUBRECIPIENT understands that the awarding of the grant under this Agreement in no way implies the continued financial support of the program or services of the SUBRECIPIENT by the CITY beyond the specific period of this Agreement.
- VI. **INELIGIBLE PROGRAM COSTS:** The SUBRECIPIENT agrees that certain direct program costs are ineligible for CDBG funds. Recording requirements prescribed by Congress, HUD, or the CITY may require these costs to be listed within the budget, but these costs will not be paid for using CDBG funds provided by the CITY. Ineligible direct program costs can be found in Appendix C, which is incorporated into this contract by reference.
- VII. **PAYMENT OF CDBG FUNDS TO SUBRECIPIENT:** The CITY agrees to fund the Program in the total amount not to exceed **Forty-five thousand Dollars (\$45,000.00)**. Such funds shall be paid to the SUBRECIPIENT on a reimbursement basis according to the schedule in Appendix B. The CITY CANNOT disperse any grant funds until the Environmental

Review is complete and this Agreement has been executed by both parties (24 CFR Sect. 570.503 (a)). The Environmental Review shall be completed by the City, and shall be executed in a timely manner.

- The SUBRECIPIENT understands that this Agreement is for a Public Services Program and the payments shall be made per the schedule in Appendix C.
- The SUBRECIPIENT understands that disbursement will be contingent upon the SUBRECIPIENT ensuring compliance with any applicable federal, state, and CITY requirements.
- No disbursement will be made by the CITY unless all required report (including beneficiary, performance, financial, and narrative reports, and source documents for CDBG-funded expenditures) have been submitted and approved by the CITY staff. Payment may be withheld pending receipt and approval of all required documentation.

VIII. **SUSPENSION OR TERMINATION:**

- Suspension or Termination for Cause by CITY: The SUBRECIPIENT understands and agrees that if SUBRECIPIENT materially fails to comply with any or all provisions of this Agreement, the City may in its sole discretion suspend or terminate this Agreement 24 CFR570.503 (b)(6).
 1. Material non-compliance includes, but is not limited to, the following:
 - a. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;
 - b. Failure, for any reason, of the SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this Agreement;
 - c. Ineffective or improper use of funds provided under this Agreement; or
 - d. Submission of reports by the SUBRECIPIENT to the CITY which are late, or incorrect or incomplete in any material respect.
 2. As a result of material non-compliance, the CITY may take one or more of the following actions:
 - a. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT. More severe enforcement action may be undertaken by the CITY if the deficiency is not corrected;
 - b. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;

- c. Wholly or partially suspend or terminate the current award for the SUBRECIPIENT's program;
- d. Withhold further awards for the program; or Take other remedies that may be legally available including, but not limited to, seeking compensatory and/or liquidated damages for breach of this Agreement, or injunctive or equitable relief in any court of competent jurisdiction.
- Termination for Convenience by CITY or SUBRECIPIENT: Either the CITY or SUBRECIPIENT may terminate the award of funds under this Agreement in whole or in part if either determines that the foals indicated in the SUBRECIPIENT's proposal cannot be met. Termination is effected by the initiating party upon receipt of written notification by the other party setting forth: (1) the reasons for termination; (2) the effective date of termination; (3) the portion to the terminated, in the case of partial termination. In the case of partial termination, if the CITY in its sole discretion determines that the remaining portion of the award will not accomplish the purposes for which the award was made, it may terminate the entire award.

- IX. REGULAR MEETING REQUIREMENT: SUBRECIPIENT agrees to meet on a regular or as needed basis with the designated staff member of the CITY's Neighborhood Services Division to discuss general and/or specific issues of this Agreement and to review the required reports. Furthermore, SUBRECIPIENT agrees to cooperate fully in any monitoring program, including on-site monitoring, developed, implemented or conducted by the CITY or by HUD.
- X. RECORD REQUIREMENTS: SUBRECIPIENT shall provide the CITY, HUD, the Inspector General of the United States or any of their duly authorized representatives, access to any books, documents, papers and records of the SUBRECIPIENT which pertain to the CDBG-funded program for the purpose of monitoring, making audits, examinations, excerpts, transcripts and photocopying.
- I. SUBRECIPIENT shall be required to maintain all required records for a minimum of five (5) years after the SUBRECIPIENT's final audit and program close out by the CITY. SUBRECIPIENT shall establish and maintain a project file that contains the following sections:
1. General project correspondence and related items.
 2. Financial source documentation and associated transactional documentation.
 3. Procurement procedures and associated documents.
 4. Compliance with applicable State and Federal regulations.
 5. Program reports.

6. Documentation of persons benefiting from grant activities, including race/ethnicity and income to substantiate achievement of the CDBG National Objective of benefiting primarily persons of low and moderate income.
 7. Personnel actions.
 8. Acquisition and disposition of property.
- II. The records which, at a minimum, must be maintained are as follows:
1. Financial Records: The SUBRECIPIENT shall, at a minimum, maintain the following records for each grant received under separate agreement from the CITY:
 - a. Cash receipts Register: For recording of funds received in connection the grant program.
 - b. Cash Disbursements Register: For recording disbursement of funds from the Agency's CDBG account(s). All disbursements must be supported by appropriate documentation (e.g.: payroll records, invoices, contracts, etc.) demonstrating the nature and use of each payment and showing approval of the program director or other authorized official. In addition, the SUBRECIPIENT agrees to provide the CITY such financial reports and additional source documentation as the CITY may reasonably require and to comply with such reasonable additional financial control procedures as may be required to be retained in files maintained by the SUBRECIPIENT.

Payroll records: A basic time and activity tracking system shall be maintained to substantiate the services and staff time charged to the project. This should include time sheets documenting each person's total time and time charged against the grant; time sheets must be signed by both the employee and authorized supervisor of the employee.
 2. Equipment Records: A record shall be maintained for each item of equipment acquired for the Program. Equipment is defined as tangible personal property (including information technology systems) which has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds \$500.00. The records shall include: (1) a description (including model and serial number) of the property; (2) the date of acquisition; and (3) the acquisition cost (showing the percentage of the total costs paid out of this Grant.) Such equipment records are necessary for HUD recoding requirements. However, SUBRECIPIENT acknowledges that this recording requirement does not indicate that the CITY will pay for equipment. The CITY does not provide funds for equipment purchases, including information technology systems.
 3. Supply Records: A record shall be maintained for supplies purchased for the Program. Supplies include all tangible personal property other than equipment. Records for supplies shall be maintained for supplies which are acquired for the Program, for a cost equal or exceeding \$200.00. The SUBRECIPIENT shall also provide records showing a cost comparison for supplies purchased. Cost comparison records shall be

made in compliance with HUD regulations, compliance methods shall be approved by the CITY's Director of Neighborhood Services.

4. **Indirect Cost Records:** A record shall be kept of all indirect costs, per HUD requirements. Indirect costs are costs incurred for a common or joint purpose benefitting more than one cost objective, and are not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. However, SUBRECIPIENT acknowledges that indirect costs shall not be covered by funds provided by the CITY.

- XI. **REPORTING REQUIREMENTS:** The SUBRECIPIENT agrees to provide the CITY's Neighborhood Services Division with regular reports described below per the schedule in Appendix B, and any other reports which may be required by the CITY's CDBG Program for compliance under this Agreement. This includes reporting on performance measures, as outlined in §200.301 of the Omni Circular Such performance measures shall be decided upon by the SUBRECIPIENT and the City's Manager of Neighborhood Services, based on the requirements outlined by HUD for the category of eligible activities that the SUBRECIPIENT's programs engages in. These categories have been described within HUD's "Community Development Block Grant Program: Guide to National Objectives & Eligible Activities for Entitlement Communities," and the Guide shall be incorporated hereto by reference, and will be provided to SUBRECIPIENT.

SUBRECIPIENT shall use OMB-approved information collection standards, when providing financial and performance information. The SUBRECIPIENT shall provide financial data, and its relation to performance accomplishments, of the Federal awards.

SUBRECIPIENT agrees to provide the CITY with documents pertaining to: (1) procedures; (2) copies of all contracts and subcontracts for work financed in whole or in part with assistance provided under this Agreement; and (3) (if applicable) regularly updated schedule of program activities.

- **REPORTING:** Reports shall be submitted to staff via the Neighborhood Services Division by the SUBRECIPIENT throughout the term of the Program. **See Appendix B for report due dates.** All reports and required attachments may be viewed by members of the Neighborhood Services Division.
 1. The CITY reserves the right to withhold any of the SUBRECIPIENT's scheduled payments until such time as the CITY receives the SUBRECIPIENT's financial progress and performance reports.
 2. Improperly prepared reports will not be accepted. Subsequent Grant payments may be held pending accurate information together with any required source documentation. Upon receipt of improperly prepared or erroneous reports, field audit procedures may be initiated to evaluate the financial management, control and record keeping procedures

utilized by the SUBRECIPIENT. In addition, The Neighborhood Services Division may be notified and the CITY may require a meeting with the Executive Board of the SUBRECIPIENT to correct the situation.

3. SUBRECIPIENT understands that a pattern of late, improper, or erroneous reporting could be grounds for termination of this Agreement at the CITY's sole discretion.
4. The CITY reserves the right to make appropriate adjustments for any funds previously paid out by the CITY but unexpended by the SUBRECIPIENT.
5. **Reports will be submitted to the Neighborhood Services Division and shall consist of the following:**
 - i. Beneficiary Demographic data: Client statistics (i.e., number of people served, number of Decatur residents served, beneficiary race/ethnicity and incomes) for the report period.
 - ii. Program Accomplishments and Narrative: Indicating progress against program goals as outlines in Appendix A, and additional information in narrative format that elucidates program accomplishments and outlines any unanticipated results.
 - iii. Financial Report: Indicating the budgeted expenses and revenues consistent with the appropriation for the grant Program as shown in Appendix A. and the actual revenues and expenditures for the period covered by the report.
 - iv. Supporting documentation: **All Program expenditures charged to the CDBG Grant shall be supported with source documentation.** Documentation may include copies of paid invoices, receipts, and time sheets signed by each employee and supervisor paid with CDBG funds. Other documentation may be required by the CITY to document the amount expended in the report period.

- XII. **ANNUAL AUDIT:** The CITY's Neighborhood Services Division requires that all SUBRECIPIENTS prepare and submit to the CITY an audit of the financial records of the SUBRECIPIENT pertaining to the receipt and use of CDBG funds as required by the Omni Circular. If the SUBRECIPIENT receives federal funds from sources other than the CITY's CDBG program, a combined single audit is permissible, provided said audit clearly identifies the amount of CITY CDBG funds received, the amount expended and encumbered, and the purposes of the expenditures. The CITY shall have the right to review and modify the scope of said audit. Said audit of CDBG funds shall encompass and be limited to the term of this Agreement. SUBRECIPIENT is responsible for clearly identifying and accounting for funds received and expended during separate program years; that is, an individual audit must distinguish expenditures and encumbrances made against funds received under separate Grant

Agreements, particularly if the SUBRECIPIENT and the CITY operate under different fiscal years.

- XIII. **ALTERNATIVE FUNDING REPORTING REQUIREMENT:** SUBRECIPIENT shall promptly notify the CITY if the SUBRECIPIENT receives funding (full or partial) that is incremental to the Program budget as shown in Appendix A. from any and all sources for the performance of activities outlined under this Agreement. The SUBRECIPIENT further understands that the amount granted by the CITY may be reduced by the amount of such alternative funding.
- XIV. **REVISION OF BUDGET AND PROGRAM PLANS:** The SUBRECIPIENT shall obtain written permission from the CITY's Manager of Neighborhood Services Division prior to any change in the approved budget or program plans following Omni Circular §200.308 (c) (increase or decrease) of ten percent (10%) of the line item's budget or \$500.00, whichever is less, to any account under the SUBRECIPIENT's line item budget which is attached hereto and identified as Appendix A. In order for the CITY to approve such a request, SUBRECIPIENT's written request shall contain, at a minimum: (1) the reason and justification for the change; (2) the amounts to be changed; and (3) a description of which line items are affected. Changes made without the CITY's prior approval may result in non-reimbursement of expenditures from those affected line items.
- XV. **NON-DISCRIMINATION:** SUBRECIPIENT agrees that no person shall, on the grounds of race, color, religion, national origin, sex, sexual orientation, gender identity, marital status, age, source of income, or physical or mental disabilities, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the SUBRECIPIENT receives financial assistance from or through the CITY.

SUBRECIPIENT agrees to comply with: Title VI of the Civil Rights Act of 1964 (P.L. 88-352); Title VII of the Civil Rights Act of 1968 (P.L. 90-284); Section 104(b) and Section 109 of the Housing and Community Development Act of 1974, as amended; Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, as amended, the Age Discrimination Act of 1975, as amended; Executive Order 11246, as amended and Executive Order 11063 as amended.

SUBRECIPIENT agrees to include a statement of its non-discrimination policy in any printed or electronic information released to the public regarding Program activities.

- XVI. **EQUAL OPPORTUNITY POLICY/AFFIRMATIVE ACTION PLAN/CURRENT POLICY SETTING BODY INFORMATION:** The SUBRECIPIENT shall ensure the following documents have been provided to CITY staff:

a. A copy of its policy on equal opportunity employment and a copy of its most current Affirmative Action Plan. Such plan shall incorporate the following language, pursuant to 41 CR Part 60-1.4(b):

1. The SUBRECIPIENT hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the subrecipient/contractor agrees as follows:

1. The Subrecipient/Contractor will not discriminate against any employee or applicant for employment because of race, color religion, sex, sexual orientation gender identity, or nation origin. The subrecipient/contractor 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, sexual orientation, gender identity, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisement for employees place by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understand, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in the conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 2, 1965 and Executive Order 11375, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 and with Executive Order 11375, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to

his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 and Executive Order 11375, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, with Executive Order 11375, or by rule, regulation, or order to the secretary of Labor, or as otherwise provided by law.
7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 and Executive Order 11375, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provision, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States enter into such litigations to protect the interests of the United States.
 - The SUBRECIPIENT further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the SUBRECIPIENT so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
 - The SUBRECIPIENT further agrees that it will assist and cooperate actively with the CITY and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the CITY in the discharge of the CITY's primary responsibility for securing compliance.
 - The application further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of

September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive orders and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the CITY may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part of this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

8. The names, addresses and professional affiliations of the current members of the Board of Directors or policy-setting body.

XVII. **WORKER'S COMPENSATION:** The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

XVIII. **INDEMNITY:** SUBRECIPIENT hereby assumes liability for and agrees to protect, hold harmless, and indemnify the CITY from its assigns, officers, directors, employees, agents, and servants from and against all liabilities, obligations, losses, damages, penalties, judgements, settlements, claims, actions, suits, proceedings, costs, expenses, and disbursements, including legal fees and expenses, of whatever kind and nature, imposed on, incurred by or asserted against the CITY, its successors, assigns, officers, directors, employees, agents and servants, in any way relating to or arising out of any of the following or allegations, claims or charges of any of the following:

- a. The use of application for the grant proceeds;
- b. The violation by the SUBRECIPIENT of any of its covenants or agreements under the Agreement;
- c. Any act or failure to act done in connection with the performance or operation of the Program.
- d. Any act or failure to act of any officer, employee, agent, or servant of the SUBRECIPIENT;
- e. Any injury to any person, loss of life, or loss or destruction of property in any way arising out of or relating to the performance or operation of the Program.

The CITY agrees to notify the SUBRECIPIENT in writing of any claim or liability which the CITY believes to be covered under this paragraph. The CITY shall tender, and SUBRECIPIENT shall promptly accept tender of, defense in connection with any claim

or liability in respect of which indemnification under this paragraph; provided, however, that the counsel retained by SUBRECIPIENT to defend the CITY shall be satisfactory to the CITY; and the CITY shall be kept fully informed of the status of the proceeding. In the event that the SUBRECIPIENT, within ten (10) days after receipt of notice from the CITY of a claim or liability which the CITY believes to be covered under this paragraph, fails to advise the CITY in writing that the SUBRECIPIENT agrees that the CITY is entitled to indemnification under this paragraph based on the claim or liability, the CITY, without waiving or prejudicing any claim or right it may have to indemnification, under this paragraph (including the recovery of legal fees and expenses), may retain its own counsel and present its own defense in connection with such claim or liability.

The CITY shall not settle or compromise any claim, suit, action, or proceeding in respect of which the SUBRECIPIENT has agreed in writing that the CITY is entitled to indemnification under this paragraph shall survive the termination of the Agreement.

- XIX. **INSURANCE AND BONDING:** SUBRECIPIENT shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to any CDBG cash advances. SUBRECIPIENT shall comply with the bonding and insurance requirements of the Omni Circular 200.310 and 200.325, Insurance and Bonding requirements. Proof of insurance and bonding shall be provided to the City.
- XX. **NON-PARTICIPATION BY CERTAIN PERSONS:** SUBRECIPIENT agrees to exclude the following persons from participation in any aspect of this agreement:
- a. SUBRECIPIENT agrees not to allow any member of, or delegate to, the United States Congress any share or part of this Agreement or to allow any benefit to arise from the same.
 - b. SUBRECIPIENT agrees that no officer, employee, designee, agent, or consultant of the CITY or the SUBRECIPIENT or member of the governing body of the CITY who exercises any functions or responsibilities with respect to the CITY's CDBG program during his/her tenure or for one (1) year thereafter, will have any direct or indirect interest in any contract or subcontract, or the proceeds thereof, for the work to be performed in connection with the Project assisted under this Agreement. The SUBRECIPIENT shall incorporate or cause to be incorporated in all such contracts or subcontracts a provision prohibiting such interest in conformance with the provisions of and pursuant to the purposes of this sections. The provisions of 24 CFR § 570.611, "Conflict of Interest" shall apply to the SUBRECIPIENT.
 - c. SUBRECIPIENT further agrees to maintain written standards of conduct covering conflicts of interest, as outline in the Omni Circular § 200.318(c)(1) &(2). These standards of conduct will include language stating that no employee, officer, or agent will participate in the

selection, award, or administration of a contract supported by CDBG funds, if that employee, officer or agent has a real or apparent conflict of interest. Conflicts of interest arise if the employee, officer, agent, the immediate family member of such a person, the partner of such a person, or an organization which employs such a person or is about to employ such a person, has any financial or other interest in or may gain a tangible personal benefit from a firm considered for contract. Such officers, employees, or agents of the SUBRECIPIENT may not solicit nor accept anything of monetary value from contractors or subcontractors, unless it is an unsolicited gift of nominal value which would in no way influence the recipient to engage in conduct which would amount to a conflict of interests. The written standards shall also include standards of conduct covering organizational conflicts of interest, in which the SUBRECIPIENT may be unable or appears to be unable to be impartial in conducting procurement actions due to relationships between the SUBRECIPIENT and relationships with a parents company, affiliate, or subsidiary organization. The written standards provided by the SUBRECIPIENT will include disciplinary actions to be applied for violations of such standards.

- d. Copeland "Anti-kickback" Act.- Any Contractor paid in full or part with CDBG funds will comply with the Copeland Anti-Kickback Act (18 U.S.C 874) as supplemented in Department of Labor regulations (29 CFR part 3) that states whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title or imprisoned not more than five years, or both. Though CDBG funds shall not be used to pay for the construction, prosecution, completion or repair of buildings the SUBRECIPIENT affirms that by accepting CDBG funds, the SUBRECIPIENT will comply with the Copeland "Anti-Kickback" Act.

XXI. **PROGRAM INCOME:** Program income shall herein be defined as gross income received by the SUBRECIPIENT directly derived or generated from the use of CDBG funds. Program income includes, but is not limited to:

- a. Fees for services performed,
- b. Use or rental of real personal property acquired under Federal awards,
- c. The sale of commodities or items fabricated under a Federal award,
- d. License fees and royalties on patents and copyrights,
- e. And principal and interest on loans made with Federal award money.

SUBRECIPIENT agrees that unless otherwise stated in this section, the SUBRECIPIENT shall follow the program income requirements as outlined in § 200.307 of the Omni Circular.

SUBRECIPIENT understands and agrees that all program income shall be the property of the CITY, which shall have the exclusive right to determine the use and disposition of said income except for fees for services which are used as part of the operating budget. However, such exempt fees must be small so as not to prevent participation of Low and Middle Income participants. SUBRECIPIENT will remit all other said income the CITY. Said remittance shall be submitted annually and accompany the Final Report.

SUBRECIPIENT acknowledges that interest earned on advances of Federal funds, rebates, credits and discounts do not count as program income.

All Program income generated by CDBG funded activities is to be returned to the CITY.

XXII. **RETURN OF UNEXPENDED FUNDS:** SUBRECIPIENT agrees to return to the CITY any and all unexpended and/or encumbered grant funds upon the completion or termination of the Program:

- a. If the work program cannot be completed, or if the SUBRECIPIENT ceases to function as an operating entity, SUBRECIPIENT agrees to return to the CITY any and all unexpended and/or encumbered grant funds.
- b. Within thirty (30) days after the closing date of this Agreement, the SUBRECIPIENT shall submit to the CITY expenditure reports and documentation of all expenses or encumbrances during the time period covered by this Agreement. The CITY will then compare these expenditures with the amount of disbursements issues to the SUBRECIPIENT by the CITY. Disbursement of any final payment, if any, under the Agreement shall not be made until such a comparison has been completed to the CITY's satisfaction.
 - i. If said expenditures and encumbrances are greater than the disbursements made to the SUBRECIPIENT, the CITY will issue a check to the SUBRECIPIENT for an amount equal to this difference, up to the amount of the authorized grant set forth in this Agreement.
 - ii. If said expenditures and encumbrances are less than the disbursements, the CITY shall withhold the difference from any final payment to the SUBRECIPIENT. If after withholding any such difference, the expenditure and encumbrances are still less than the disbursements, the SUBRECIPIENT shall promptly pay to the CITY a check for the difference of these sums.
 - iii. Funds paid to the SUBRECIPIENT in excess of the amount to which the SUBRECIPIENT is finally determines to be entitled constitute a debt to the CITY. If not paid as stipulated in the preceding paragraphs, the CITY may take other action permitted by law.

- iv. A final adjustment will be made to reconcile with the completed audit or Final Grant Report of CDBG expenditures within thirty (30) days of the submission of audit to the CITY. Subsequent grant payments or awards will be withheld until audit or grant report is completed for the current year. Only the City Manager or Director of Economic and Community Development can release funds if audit or grant report is not reconciled.

XXIII. **INDEPENDENT CONTRACTOR:** SUBRECIPIENT shall be and act as an independent contractor and not as a partner, joint venture, or agent of the CITY and shall not bind nor attempt to bind CITY to any contract. SUBRECIPIENT is an independent contractor and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including, but not limited to, Worker's Compensations Insurance. SUBRECIPIENT agrees to defend, indemnify and hold the CITY harmless from any and all claims, damages, liability, attorney's fees and expenses on account of: (1) a failure or an alleged failure by SUBRECIPIENT to satisfy any such obligations or (2) any other action of inaction of SUBRECIPIENT.

ADDITIONAL REGULATIONS: As a non-governmental entity, SUBRECIPIENT shall comply with the regulations, policies, guidelines, requirements and standards of federal OMB 2 CFR Chapter I, Chapter II, Part 200, et al, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards; Final Rule" (Omni Circular, as specified in this paragraph):

- Subpart B-"General";
- Subpart C- "Pre-Federal Award Requirements and contents of Federal Awards," except for §200.203 Notices of funding opportunities, 200.204 Federal awarding agency review of merit proposals, 200.205 Federal awarding agency review of risk posed by applicants, and merit of proposals, 200.207 Specific conditions, which are required only for competitive Federal awards,
- Subpart D- "Post Federal Award Requirements Standards for Financial and Program Management." Except for:
 1. Section 200.305 "Payment". The City shall follow the standards of paragraph 85.20(b)(7) and 85.21 in making payments to SUBRECIPIENT;
 2. Section 200.3066, "Cost Sharing and Matching";
 3. Section 200.307, "Program Income." SUBRECIPIENT shall follow CDBG program regulations at 570.503 (b)(3) regarding Program Income;
 4. Section 200.308 "Revision of Budget and Program Plans";
 5. Section 200.311 "Real Property." In lieu of 200.311, CDBG SUBRECIPIENT shall follow CDBG program regulations at 570.505, Use of Real Property;
 6. Section 84.34(g) "Equipment." In lieu of the disposition provisions of paragraph 94.34(g), the following applies:

- i. In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and
 - ii. Equipment not needed by the SUBRECIPIENT for CDBG activities shall be transferred to the CITY for the CDBG program or shall be retained after compensating the recipient;
- 7. Section 84.51(b), (c), (d), (e), (f), (g), and (h), "Monitoring the Reporting Program Performance";
- 8. Section 84.52, "Financial Reporting";
- 9. Section 84.53(b), "Retention and Access Requirements for Records", applies with the following exceptions:
 - i. The retention period referenced in paragraph 84.53(b) pertaining to individual CDBG activities shall be five years following grant close out; and
 - ii. The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520 in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for award;
- 10. Section 84.61 "Termination". SUBRECIPIENT shall comply with 570.503(b)(7) "Suspension and Termination"; and
- Subpart D-"After-the Award Requirements", except for paragraph 84.71, "Closeout Procedures."

XXIV. **COMPLIANCE WITH FIRST AMENMENT CHURCH/STATE PRINCIPLES:** SUBRECIPIENT agrees to comply with the First Amendment Church/State Principles which state that CDBG funds may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities. The following restrictions and limitations apply to the use of CDBG funds:

- As a general rule, CDBG funds may be used for eligible public services to be provided through a primarily religious entity, where the religious entity enters into an agreement with the CITY that, in connection with the provision of such services:
 - 1. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to personas on the basis of religion;
 - 2. It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;

3. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.
- Where the public services provided under paragraph A of this section are carried out on property owned by the primarily religious entity, CDBG funds may also be used for minor repairs to such property which are directly related to carrying out the public services where the cost constitutes in dollar terms only an incidental portion of the CDBG expenditure for the public services.

XXV. **CERTIFICATION:** To the best of its knowledge or belief, the SUBRECIPIENT certifies 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 any 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;
- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence 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 the 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;
- 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, agreements) and that all sub awardees shall certify and disclose accordingly; and
- This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering this Agreement pursuant to Section 1352, Title 31, U.S.C. 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.

XXVI. **SEVERABILITY:** If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XXVII. **SECTION HEADINGS AND SUBHEADINGS:** The section headings and subheadings contained in this Agreement are included for convenience only and shall not constitute a waiver of such right or provision.

XXVIII. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the CITY and the SUBRECIPIENT for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and SUBRECIPIENT with respect to this Agreement.

XXIX. **NOTICES:** All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon delivery, if delivered personally, or on the fifth (5th) day after mailing if sent by registered or certified mail, return receipt requested, first-class postage prepaid, as set forth below. Faxed or emailed communications are a convenience to the parties, and not a substitute for personal or mailed delivery.

- If the CITY, to: Richelle D. Irons
 Neighborhood Services Manager
 City of Decatur
 1 Gary K. Anderson Plaza
 Decatur, IL 62523
 Phone: 217-424-2864, Email: Rirons@decaturil.gov

- If the SUBRECIPIENT, to: Julie Pangrac
 Literacy Program Director
 Project READ
 130 N. Franklin St.
 Decatur, IL 62522
 Phone: 217-423-7323, jpangrac@richland.edu

XXX. **CHANGES TO AGREEMENT:** The City and the SUBRECIPIENT agree that any and all alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed by both parties and attached to the original of this Agreement.

IN WITNESS, WHEREOF, the parties have executed this Agreement in triplicate and the Effective Date is the date that the Notice to Proceed is finalized.

CITY OF DECATUR:

_____	_____
Raymond Lai, Director	Date
Economic and Community Development	

Richland Community College as fiscal agent for Project READ:

_____	_____
Greg Florian, V.P. of Finance and Admin.	Date
(DUNS Number: <u>082096223</u>)	

_____	_____
Julie Pangrac, Literacy Director	Date
Project READ	

Appendix A
SUBRECIPIENT Program Budget

Activity	Other Funding sources	CDBG Funding Requested	Total Cost
ADMINISTRATION			
Director/Coordinator	\$25,600.00		\$25,600.00
Controller	\$4,813.00		\$4,813.00
Admin. Total	\$30,413.00		\$30,413.00
PROGRAM IMPLEMENTATION			
Literacy Specialist/Educator		\$24,470.00	\$24,470.00
Literacy Specialist/Educator	\$14,958.00		\$14,958.00
Literacy Assistant/Educator		\$19,952.00	\$19,952.00
Software for math and keyboarding		\$578.00	\$578.00
PROGRAM IMPLEMENTATION TOTAL	\$14,958.00	\$45,000.00	\$59,958.00
Total Program Budget	\$45,371.00	\$45,000.00	\$90,371.00

Appendix B
City of Decatur FY19-20
CDBG Program
Schedule for Reporting

Programs that run throughout the 2019 calendar year will submit program and financial reports on a monthly schedule. This includes grant reports and payments. Reports are due by the 15th of each month. Payments are contingent upon completion of the environmental review, execution of the SUBRECIPIENT AGREEMENT, and receipt of program and financial reports, as well as source documents that substantiate CDBG-funded expenditures. Once receipts and documentation are approved, reimbursements can occur. Some dates, expenses, and receipts may occur during an older period, but approved expenses will only be reimbursed once.

Report Due Date	Period Covered
April 15, 2019	March 20 th -April 14 th
May 15, 2019	April 15 th -May 14 th
June 15, 2019	May 15 th – June 14 th
July 15, 2019	June 15 th -July 14 th
August 15, 2019	July 15 th -August 14 th
September 15, 2019	August 15 th – September 14 th
October 15, 2019	September 15 th –October 14 th
November 15, 2019	October 15 th - November 14 th
December 15, 2019	November 15 th –December 14 th
January 15, 2020	December 15 th -January 14 th
February 15, 2020	January 15 th – February 14 th
March 15, 2020	February 15 th –March 15 th
End of the year report	March 16 th –March 20 th

Appendix C
City of Decatur
Community Development Block Grant-Public Services
Program Costs Ineligible for CDBG Funds

The City of Decatur uses Community Development Block Grant (CDBG) funds to support programs and services that provide for the needs of low and moderate income residents as identified in the City's 2015-2019 Consolidated Plan. Direct program costs are general eligible for CDBG funds based on the federal Omni Circular. Some costs, though allowable under federal regulations, are ineligible for reimbursement with the City of Decatur CDBG funds. Please note that some costs may be included in the program budget but will not be paid with CDBG. This list is not all inclusive.

Ineligible Costs include:

- Entertainment costs;
- Alcoholic beverages;
- Fines, penalties, damages, and other settlements;
- Compensation to trustees, board members and their immediate family members;
- Stipends to program participants or clients;
- Staff time and other costs related to applying for CDBG funding;
- Advertising and public relations costs (this does not include informational materials such as program flyers used for program outreach/recruitment of eligible participants);
- Fund raising costs;
- Equipment and capital expenditures

Eligible Costs that will not be paid with CDBG include:

- Costs relating to the federal Single Audit;
- Indirect cost allocations, whether approved by a federal cognizant agency or the 10% de minimus indirect cost allocation;
- Computers and other electronic devices.

SUBJECT: Resolution Authorizing Community Development Block Grant Subrecipient Agreement FY19-20 Adult Education Training Program Old King's Orchard Community Center

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
SUBRECIPIENT AGREEMENT
FY 2019/2020
ADULT EDUCATION TRAINING PROGRAM
OLD KING'S ORCHARD COMMUNITY CENTER**

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

Section 1. That the Community Development Block Grant (CDBG) Subrecipient Agreement for the FY 2019/2020, herewith attached as Exhibit A, between the City of Decatur Illinois, and Old King's Orchard Community Center for Adult Education Training related activities be, and the same is hereby, received, placed on file and approved.

Section 2. That the Director of Economic and Community Development is hereby, authorized and directed to sign said Agreement on behalf of the City of Decatur, Illinois.

PRESENTED and ADOPTED this 18th day of March, 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

**CITY OF DECATUR
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT**

This Community Development Block Grant Subrecipient Agreement (the "AGREEMENT") is made on this 18th of March 2019, by and between the **City of Decatur**, an Illinois Municipal Corporation (hereinafter "CITY") and **Old King's Orchard Community Center** (hereinafter "SUBRECIPIENT").

WHEREAS, the Grantee has applied for and received funds from the United States Government the U.S. Department of Housing and Urban Development ("HUD") under Title 24 of the Code of Federal Regulations, Part 570 and 2 CFR Part 200 of Uniform Administrative Requirements, Cost Principles and Audit Requirements and

WHEREAS, the City wishes to engage the Subrecipient to assist the City in utilizing such funds in accordance with HUD guidelines and Federal regulations;

NOW, THEREFORE, it is agreed between the parties hereto that;

AGREEMENT

- I. **APPENDICES TO AGREEMENT:** All Appendices (A through D) attached to this Agreement are incorporated and made a part of this Agreement as referenced herein. SUBRECIPIENT agrees to abide by and follow all terms and conditions as set forth in said Appendices.

- II. **WORK TO BE PERFORMED BY SUBRECIPIENT:** In exchange for receiving CDBG grant funds from the CITY for the **Adult Education Training Program** (hereinafter "Program"), the SUBRECIPIENT shall be responsible for administering the Program in a manner satisfactory to the CITY and substantially consistent with any standards and regulations that are specified in this Agreement and adherence to the same is a condition of providing these funds. SUBRECIPIENT commits to the Program goals, including (1) the number of people to be served (2) the number of program participants who are expected to be Decatur residents, and (3) the number of program participants who shall meet HUD's definition of low or moderate-income persons, and outcome measures. SUBRECIPIENT agrees to expend the total amount of CDBG funds covered in this Agreement, solely for the agreed upon activities and in accordance with the conditions outlined in this Agreement and the Program budget in Appendix B.

- III. **GENERAL COMPLIANCE WITH APPLICABLE LAWS:** SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (HUD regulations concerning CDBG) and 2 CFR Part 200 of Uniform Administrative Requirements, Cost Principles and Audit Requirements.

SUBRECIPIENT also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this agreement.

SUBRECIPIENT additionally agrees to comply with any changes issued to the CITY'S CDBG program by HUD. SUBRECIPIENT understands that changes issued to the CITY'S CDBG program by HUD may materially alter the terms of this Agreement. The CITY will distribute any amendments to the CDBG programs within thirty (30) days and SUBRECIPIENT must acknowledge the receipt.

SUBRECIPIENT acknowledges and affirms that the SUBRECIPIENT has the organizational capacity to adhere to collection and reporting requirements, regarding performance measures, as required by Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule ("Omni Circular") Subpart D, Sections 200.300-200.303. Such performance measures shall be decided upon by the SUBRECIPIENT and the CITY'S Manager of Neighborhood Services, based on the requirements outlined by HUD for the category of eligible activities that the SUBRECIPIENT'S program engages in. These categories have been described within HUD's "Community Development Block Grant Program: Guide to National Objectives & Eligible Activities for Entitlement Communities," and the Guide shall be incorporated hereto by reference, and will be provided to the SUBRECIPIENT. Organizational capacity shall be demonstrated by various methods, including but not limited to:

- Use of OMB-approved standard information collections when providing financial and performance information;
- Financial data is provided for performance accomplishments of the Grant award;
- Cost information shall be distributed to demonstrate cost effective practices;
- Subrecipient shall provide the City with the same information required by the Federal awarding agency under sections 200.301 and 200.210; and
- All expenditures shall be accounted for, in compliance with requirements under section 200.302, as is interpreted by the CITY'S Manager of Neighborhood Services.

SUBRECIPIENT agrees to follow either the procurement guidelines set forth in Section 200.320 of the Omni Circular, or the procurement guidelines/standards which the SUBRECIPIENT uses during its normal course of business; whichever of the two guidelines is more restrictive. If the procurement methods that the

SUBRECIPIENT uses during its normal course of business is more restrictive, those guidelines shall be used, and a copy of those guidelines shall be provided to SUBRECIPIENT and shall be incorporated into this contract by reference. If the procurement guidelines set forth in Section 200.320 of the Omni Circular are more restrictive, then the program procurement method shall be limited to either (1) procurement by small purchase procedures, (2) procurement by sealed bids, (3) procurement by competitive proposals, or (4) procurement by noncompetitive proposals, as directed by and outlined in Section 200.320. The SUBRECIPIENT affirms that, per Federal regulations, SUBRECIPIENT has a Data Universal Number System (DUNS) number, assigned by Dun and Bradstreet, Inc., and will provide proof of this DUNS number to the CITY, prior to the approval of project funding. A cage code should also be obtained. This is provided at SAMs.gov.

- IV. **LENGTH OF AGREEMENT:** The term of this Agreement shall begin no sooner than **March 18, 2019 and end on March 20, 2020**. A notice to proceed will be provided. Payment of CDBG funds by the CITY to the SUBRECIPIENT shall occur for the eligible services and/or activities performed but the SUBRECIPIENT during the term of this Agreement as long as the SUBRECIPIENT is still performing in accordance with the terms of the Agreement.

Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG funds, including any program income.

- V. **AMOUNT OF APPROPRIATION:** The appropriation of CDBG funds for the Program shall be for an amount not to exceed **Forty-five thousand Dollars (\$45,000.00)**. The SUBRECIPIENT understands that the amount of this appropriation may be adjusted during the program year due to funding alterations made by the United States Congress, HUD, and or the CITY. Any new local appropriations shall occur upon approval by the Decatur City Council. SUBRECIPIENT understands that the awarding of the grant under this Agreement in no way implies the continued financial support of the program or services of the SUBRECIPIENT by the CITY beyond the specific period of this Agreement.
- VI. **INELIGIBLE PROGRAM COSTS:** The SUBRECIPIENT agrees that certain direct program costs are ineligible for CDBG funds. Recording requirements prescribed by Congress, HUD, or the CITY may require these costs to be listed within the budget, but these costs will not be paid for using CDBG funds provided by the CITY. Ineligible direct program costs can be found in Appendix C, which is incorporated into this contract by reference.
- VII. **PAYMENT OF CDBG FUNDS TO SUBRECIPIENT:** The CITY agrees to fund the Program in the total amount not to exceed **Forty-five thousand Dollars (\$45,000.00)**. Such funds shall be paid to the SUBRECIPIENT on a reimbursement basis according to the schedule in Appendix B. The CITY CANNOT disperse any grant funds until the Environmental

Review is complete and this Agreement has been executed by both parties (24 CFR Sect. 570.503 (a)). The Environmental Review shall be completed by the City, and shall be executed in a timely manner.

- The SUBRECIPIENT understands that this Agreement is for a Public Services Program and the payments shall be made per the schedule in Appendix C.
- The SUBRECIPIENT understands that disbursement will be contingent upon the SUBRECIPIENT ensuring compliance with any applicable federal, state, and CITY requirements.
- No disbursement will be made by the CITY unless all required report (including beneficiary, performance, financial, and narrative reports, and source documents for CDBG-funded expenditures) have been submitted and approved by the CITY staff. Payment may be withheld pending receipt and approval of all required documentation.

VIII. **SUSPENSION OR TERMINATION:**

- Suspension or Termination for Cause by CITY: The SUBRECIPIENT understands and agrees that if SUBRECIPIENT materially fails to comply with any or all provisions of this Agreement, the City may in its sole discretion suspend or terminate this Agreement 24 CFR570.503 (b)(6).
 1. Material non-compliance includes, but is not limited to, the following:
 - a. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;
 - b. Failure, for any reason, of the SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this Agreement;
 - c. Ineffective or improper use of funds provided under this Agreement; or
 - d. Submission of reports by the SUBRECIPIENT to the CITY which are late, or incorrect or incomplete in any material respect.
 2. As a result of material non-compliance, the CITY may take one or more of the following actions:
 - a. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT. More severe enforcement action may be undertaken by the CITY if the deficiency is not corrected;
 - b. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;

- c. Wholly or partially suspend or terminate the current award for the SUBRECIPIENT's program;
 - d. Withhold further awards for the program; or Take other remedies that may be legally available including, but not limited to, seeking compensatory and/or liquidated damages for breach of this Agreement, or injunctive or equitable relief in any court of competent jurisdiction.
- Termination for Convenience by CITY or SUBRECIPIENT: Either the CITY or SUBRECIPIENT may terminate the award of funds under this Agreement in whole or in part if either determines that the foals indicated in the SUBRECIPIENT's proposal cannot be met. Termination is effected by the initiating party upon receipt of written notification by the other party setting forth: (1) the reasons for termination; (2) the effective date of termination; (3) the portion to the terminated, in the case of partial termination. In the case of partial termination, if the CITY in its sole discretion determines that the remaining portion of the award will not accomplish the purposes for which the award was made, it may terminate the entire award.

IX. **REGULAR MEETING REQUIREMENT:** SUBRECIPIENT agrees to meet on a regular or as needed basis with the designated staff member of the CITY's Neighborhood Services Division to discuss general and/or specific issues of this Agreement and to review the required reports. Furthermore, SUBRECIPIENT agrees to cooperate fully in any monitoring program, including on-site monitoring, developed, implemented or conducted by the CITY or by HUD.

X. **RECORD REQUIREMENTS:** SUBRECIPIENT shall provide the CITY, HUD, the Inspector General of the United States or any of their duly authorized representatives, access to any books, documents, papers and records of the SUBRECIPIENT which pertain to the CDBG-funded program for the purpose of monitoring, making audits, examinations, excerpts, transcripts and photocopying.

I. SUBRECIPIENT shall be required to maintain all required records for a minimum of five (5) years after the SUBRECIPIENT's final audit and program close out by the CITY.

SUBRECIPIENT shall establish and maintain a project file that contains the following sections:

1. General project correspondence and related items.
2. Financial source documentation and associated transactional documentation.
3. Procurement procedures and associated documents.
4. Compliance with applicable State and Federal regulations.
5. Program reports.

6. Documentation of persons benefiting from grant activities, including race/ethnicity and income to substantiate achievement of the CDBG National Objective of benefiting primarily persons of low and moderate income.
 7. Personnel actions.
 8. Acquisition and disposition of property.
- II. The records which, at a minimum, must be maintained are as follows:
1. Financial Records: The SUBRECIPIENT shall, at a minimum, maintain the following records for each grant received under separate agreement from the CITY:
 - a. Cash receipts Register: For recording of funds received in connection the grant program.
 - b. Cash Disbursements Register: For recording disbursement of funds from the Agency's CDBG account(s). All disbursements must be supported by appropriate documentation (e.g.: payroll records, invoices, contracts, etc.) demonstrating the nature and use of each payment and showing approval of the program director or other authorized official. In addition, the SUBRECIPIENT agrees to provide the CITY such financial reports and additional source documentation as the CITY may reasonably require and to comply with such reasonable additional financial control procedures as may be required to be retained in files maintained by the SUBRECIPIENT.
Payroll records: A basic time and activity tracking system shall be maintained to substantiate the services and staff time charged to the project. This should include time sheets documenting each person's total time and time charged against the grant; time sheets must be signed by both the employee and authorized supervisor of the employee.
 2. Equipment Records: A record shall be maintained for each item of equipment acquired for the Program. Equipment is defined as tangible personal property (including information technology systems) which has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds \$500.00. The records shall include: (1) a description (including model and serial number) of the property; (2) the date of acquisition; and (3) the acquisition cost (showing the percentage of the total costs paid out of this Grant.) Such equipment records are necessary for HUD recoding requirements. However, SUBRECIPIENT acknowledges that this recording requirement does not indicate that the CITY will pay for equipment. The CITY does not provide funds for equipment purchases, including information technology systems.
 3. Supply Records: A record shall be maintained for supplies purchased for the Program. Supplies include all tangible personal property other than equipment. Records for supplies shall be maintained for supplies which are acquired for the Program, for a cost equal or exceeding \$200.00. The SUBRECIPIENT shall also provide records showing a cost comparison for supplies purchased. Cost comparison records shall be

made in compliance with HUD regulations, compliance methods shall be approved by the CITY's Director of Neighborhood Services.

4. **Indirect Cost Records:** A record shall be kept of all indirect costs, per HUD requirements. Indirect costs are costs incurred for a common or joint purpose benefitting more than one cost objective, and are not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. However, SUBRECIPIENT acknowledges that indirect costs shall not be covered by funds provided by the CITY.

- XI. **REPORTING REQUIREMENTS:** The SUBRECIPIENT agrees to provide the CITY's Neighborhood Services Division with regular reports described below per the schedule in Appendix B, and any other reports which may be required by the CITY's CDBG Program for compliance under this Agreement. This includes reporting on performance measures, as outlined in §200.301 of the Omni Circular Such performance measures shall be decided upon by the SUBRECIPIENT and the City's Manager of Neighborhood Services, based on the requirements outlined by HUD for the category of eligible activities that the SUBRECIPIENT's programs engages in. These categories have been described within HUD's "Community Development Block Grant Program: Guide to National Objectives & Eligible Activities for Entitlement Communities," and the Guide shall be incorporated hereto by reference, and will be provided to SUBRECIPIENT.

SUBRECIPIENT shall use OMB-approved information collection standards, when providing financial and performance information. The SUBRECIPIENT shall provide financial data, and its relation to performance accomplishments, of the Federal awards.

SUBRECIPIENT agrees to provide the CITY with documents pertaining to: (1) procedures; (2) copies of all contracts and subcontracts for work financed in whole or in part with assistance provided under this Agreement; and (3) (if applicable) regularly updated schedule of program activities.

- **REPORTING:** Reports shall be submitted to staff via the Neighborhood Services Division by the SUBRECIPIENT throughout the term of the Program. **See Appendix B for report due dates.** All reports and required attachments may be viewed by members of the Neighborhood Services Division.
 1. The CITY reserves the right to withhold any of the SUBRECIPIENT's scheduled payments until such time as the CITY receives the SUBRECIPIENT's financial progress and performance reports.
 2. Improperly prepared reports will not be accepted. Subsequent Grant payments may be held pending accurate information together with any required source documentation. Upon receipt of improperly prepared or erroneous reports, field audit procedures may be initiated to evaluate the financial management, control and record keeping procedures

utilized by the SUBRECIPIENT. In addition, The Neighborhood Services Division may be notified and the CITY may require a meeting with the Executive Board of the SUBRECIPIENT to correct the situation.

3. SUBRECIPIENT understands that a pattern of late, improper, or erroneous reporting could be grounds for termination of this Agreement at the CITY's sole discretion.
4. The CITY reserves the right to make appropriate adjustments for any funds previously paid out by the CITY but unexpended by the SUBRECIPIENT.
5. **Reports will be submitted to the Neighborhood Services Division and shall consist of the following:**
 - i. Beneficiary Demographic data: Client statistics (i.e., number of people served, number of Decatur residents served, beneficiary race/ethnicity and incomes) for the report period.
 - ii. Program Accomplishments and Narrative: Indicating progress against program goals as outlines in Appendix A, and additional information in narrative format that elucidates program accomplishments and outlines any unanticipated results.
 - iii. Financial Report: Indicating the budgeted expenses and revenues consistent with the appropriation for the grant Program as shown in Appendix A. and the actual revenues and expenditures for the period covered by the report.
 - iv. Supporting documentation: **All Program expenditures charged to the CDBG Grant shall be supported with source documentation.** Documentation may include copies of paid invoices, receipts, and time sheets signed by each employee and supervisor paid with CDBG funds. Other documentation may be required by the CITY to document the amount expended in the report period.

- XII. **ANNUAL AUDIT:** The CITY's Neighborhood Services Division requires that all SUBRECIPIENTS prepare and submit to the CITY an audit of the financial records of the SUBRECIPIENT pertaining to the receipt and use of CDBG funds as required by the Omni Circular. If the SUBRECIPIENT receives federal funds from sources other than the CITY's CDBG program, a combined single audit is permissible, provided said audit clearly identifies the amount of CITY CDBG funds received, the amount expended and encumbered, and the purposes of the expenditures. The CITY shall have the right to review and modify the scope of said audit. Said audit of CDBG funds shall encompass and be limited to the term of this Agreement. SUBRECIPIENT is responsible for clearly identifying and accounting for funds received and expended during separate program years; that is, an individual audit must distinguish expenditures and encumbrances made against funds received under separate Grant

Agreements, particularly if the SUBRECIPIENT and the CITY operate under different fiscal years.

- XIII. **ALTERNATIVE FUNDING REPORTING REQUIREMENT:** SUBRECIPIENT shall promptly notify the CITY if the SUBRECIPIENT receives funding (full or partial) that is incremental to the Program budget as shown in Appendix A. from any and all sources for the performance of activities outlined under this Agreement. The SUBRECIPIENT further understands that the amount granted by the CITY may be reduced by the amount of such alternative funding.
- XIV. **REVISION OF BUDGET AND PROGRAM PLANS:** The SUBRECIPIENT shall obtain written permission from the CITY's Manager of Neighborhood Services Division prior to any change in the approved budget or program plans following Omni Circular §200.308 (c) (increase or decrease) of ten percent (10%) of the line item's budget or \$500.00, whichever is less, to any account under the SUBRECIPIENT's line item budget which is attached hereto and identified as Appendix A. In order for the CITY to approve such a request, SUBRECIPIENT's written request shall contain, at a minimum: (1) the reason and justification for the change; (2) the amounts to be changed; and (3) a description of which line items are affected. Changes made without the CITY's prior approval may result in non-reimbursement of expenditures from those affected line items.
- XV. **NON-DISCRIMINATION:** SUBRECIPIENT agrees that no person shall, on the grounds of race, color, religion, national origin, sex, sexual orientation, gender identity, marital status, age, source of income, or physical or mental disabilities, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the SUBRECIPIENT receives financial assistance from or through the CITY.

SUBRECIPIENT agrees to comply with: Title VI of the Civil Rights Act of 1964 (P.L. 88-352); Title VII of the Civil Rights Act of 1968 (P.L. 90-284); Section 104(b) and Section 109 of the Housing and Community Development Act of 1974, as amended; Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, as amended, the Age Discrimination Act of 1975, as amended; Executive Order 11246, as amended and Executive Order 11063 as amended.

SUBRECIPIENT agrees to include a statement of its non-discrimination policy in any printed or electronic information released to the public regarding Program activities.

- XVI. **EQUAL OPPORTUNITY POLICY/AFFIRMATIVE ACTION PLAN/CURRENT POLICY SETTING BODY INFORMATION:** The SUBRECIPIENT shall ensure the following documents have been provided to CITY staff:

a. A copy of its policy on equal opportunity employment and a copy of its most current Affirmative Action Plan. Such plan shall incorporate the following language, pursuant to 41 CR Part 60-1.4(b):

1. The SUBRECIPIENT hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the subrecipient/contractor agrees as follows:

1. The Subrecipient/Contractor will not discriminate against any employee or applicant for employment because of race, color religion, sex, sexual orientation gender identity, or nation origin. The subrecipient/contractor 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, sexual orientation, gender identity, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisement for employees place by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understand, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in the conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 2, 1965 and Executive Order 11375, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 and with Executive Order 11375, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to

his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 and Executive Order 11375, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, with Executive Order 11375, or by rule, regulation, or order to the secretary of Labor, or as otherwise provided by law.
7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 and Executive Order 11375, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provision, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States enter into such litigations to protect the interests of the United States.
 - The SUBRECIPIENT further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the SUBRECIPIENT so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
 - The SUBRECIPIENT further agrees that it will assist and cooperate actively with the CITY and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the CITY in the discharge of the CITY's primary responsibility for securing compliance.
 - The application further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of

September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive orders and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the CITY may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part of this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

8. The names, addresses and professional affiliations of the current members of the Board of Directors or policy-setting body.

XVII. **WORKER'S COMPENSATION:** The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

XVIII. **INDEMNITY:** SUBRECIPIENT hereby assumes liability for and agrees to protect, hold harmless, and indemnify the CITY from its assigns, officers, directors, employees, agents, and servants from and against all liabilities, obligations, losses, damages, penalties, judgements, settlements, claims, actions, suits, proceedings, costs, expenses, and disbursements, including legal fees and expenses, of whatever kind and nature, imposed on, incurred by or asserted against the CITY, its successors, assigns, officers, directors, employees, agents and servants, in any way relating to or arising out of any of the following or allegations, claims or charges of any of the following:

- a. The use of application for the grant proceeds;
- b. The violation by the SUBRECIPIENT of any of its covenants or agreements under the Agreement;
- c. Any act or failure to act done in connection with the performance or operation of the Program.
- d. Any act or failure to act of any officer, employee, agent, or servant of the SUBRECIPIENT;
- e. Any injury to any person, loss of life, or loss or destruction of property in any way arising out of or relating to the performance or operation of the Program.

The CITY agrees to notify the SUBRECIPIENT in writing of any claim or liability which the CITY believes to be covered under this paragraph. The CITY shall tender, and SUBRECIPIENT shall promptly accept tender of, defense in connection with any claim

or liability in respect of which indemnification under this paragraph; provided, however, that the counsel retained by SUBRECIPIENT to defend the CITY shall be satisfactory to the CITY; and the CITY shall be kept fully informed of the status of the proceeding. In the event that the SUBRECIPIENT, within ten (10) days after receipt of notice from the CITY of a claim or liability which the CITY believes to be covered under this paragraph, fails to advise the CITY in writing that the SUBRECIPIENT agrees that the CITY is entitled to indemnification under this paragraph based on the claim or liability, the CITY, without waiving or prejudicing any claim or right it may have to indemnification, under this paragraph (including the recovery of legal fees and expenses), may retain its own counsel and present its own defense in connection with such claim or liability.

The CITY shall not settle or compromise any claim, suit, action, or proceeding in respect of which the SUBRECIPIENT has agreed in writing that the CITY is entitled to indemnification under this paragraph shall survive the termination of the Agreement.

- XIX. **INSURANCE AND BONDING:** SUBRECIPIENT shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to any CDBG cash advances. SUBRECIPIENT shall comply with the bonding and insurance requirements of the Omni Circular 200.310 and 200.325, Insurance and Bonding requirements. Proof of insurance and bonding shall be provided to the City.
- XX. **NON-PARTICIPATION BY CERTAIN PERSONS:** SUBRECIPIENT agrees to exclude the following persons from participation in any aspect of this agreement:
- a. SUBRECIPIENT agrees not to allow any member of, or delegate to, the United States Congress any share or part of this Agreement or to allow any benefit to arise from the same.
 - b. SUBRECIPIENT agrees that no officer, employee, designee, agent, or consultant of the CITY or the SUBRECIPIENT or member of the governing body of the CITY who exercises any functions or responsibilities with respect to the CITY's CDBG program during his/her tenure or for one (1) year thereafter, will have any direct or indirect interest in any contract or subcontract, or the proceeds thereof, for the work to be performed in connections with the Project assisted under this Agreement. The SUBRECIPIENT shall incorporate or cause to be incorporated in all such contracts or subcontracts a provision prohibiting such interest in conformance with the provisions of and pursuant to the purposes of this sections. The provisions of 24 CFR § 570.611, "Conflict of Interest" shall apply to the SUBRECIPIENT.
 - c. SUBRECIPIENT further agrees to maintain written standards of conduct covering conflicts of interest, as outline in the Omni Circular § 200.318(c)(1) &(2). These standards of conduct will include language stating that no employee, officer, or agent will participate in the

selection, award, or administration of a contract supported by CDBG funds, if that employee, officer or agent has a real or apparent conflict of interest. Conflicts of interest arise if the employee, officer, agent, the immediate family member of such a person, the partner of such a person, or an organization which employs such a person or is about to employ such a person, has any financial or other interest in or may gain a tangible personal benefit from a firm considered for contract. Such officers, employees, or agents of the SUBRECIPIENT may not solicit nor accept anything of monetary value from contractors or subcontractors, unless it is an unsolicited gift of nominal value which would in no way influence the recipient to engage in conduct which would amount to a conflict of interests. The written standards shall also include standards of conduct covering organizational conflicts of interest, in which the SUBRECIPIENT may be unable or appears to be unable to be impartial in conducting procurement actions due to relationships between the SUBRECIPIENT and relationships with a parents company, affiliate, or subsidiary organization. The written standards provided by the SUBRECIPIENT will include disciplinary actions to be applied for violations of such standards.

- d. Copeland "Anti-kickback" Act.- Any Contractor paid in full or part with CDBG funds will comply with the Copeland Anti-Kickback Act (18 U.S.C 874) as supplemented in Department of Labor regulations (29 CFR part 3) that states whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title or imprisoned not more than five years, or both. Though CDBG funds shall not be used to pay for the construction, prosecution, completion or repair of buildings the SUBRECIPIENT affirms that by accepting CDBG funds, the SUBRECIPIENT will comply with the Copeland "Anti-Kickback" Act.

XXI. **PROGRAM INCOME:** Program income shall herein be defined as gross income received by the SUBRECIPIENT directly derived or generated from the use of CDBG funds. Program income includes, but is not limited to:

- a. Fees for services performed,
- b. Use or rental of real personal property acquired under Federal awards,
- c. The sale of commodities or items fabricated under a Federal award,
- d. License fees and royalties on patents and copyrights,
- e. And principal and interest on loans made with Federal award money.

SUBRECIPIENT agrees that unless otherwise stated in this section, the SUBRECIPIENT shall follow the program income requirements as outlined in § 200.307 of the Omni Circular.

SUBRECIPIENT understands and agrees that all program income shall be the property of the CITY, which shall have the exclusive right to determine the use and disposition of said income except for fees for services which are used as part of the operating budget. However, such exempt fees must be small so as not to prevent participation of Low and Middle Income participants. SUBRECIPIENT will remit all other said income the CITY. Said remittance shall be submitted annually and accompany the Final Report.

SUBRECIPIENT acknowledges that interest earned on advances of Federal funds, rebates, credits and discounts do not count as program income.

All Program income generated by CDBG funded activities is to be returned to the CITY.

XXII. **RETURN OF UNEXPENDED FUNDS:** SUBRECIPIENT agrees to return to the CITY any and all unexpended and/or encumbered grant funds upon the completion or termination of the Program:

- a. If the work program cannot be completed, or if the SUBRECIPIENT ceases to function as an operating entity, SUBRECIPIENT agrees to return to the CITY any and all unexpended and/or encumbered grant funds.
- b. Within thirty (30) days after the closing date of this Agreement, the SUBRECIPIENT shall submit to the CITY expenditure reports and documentation of all expenses or encumbrances during the time period covered by this Agreement. The CITY will then compare these expenditures with the amount of disbursements issues to the SUBRECIPIENT by the CITY. Disbursement of any final payment, if any, under the Agreement shall not be made until such a comparison has been completed to the CITY's satisfaction.
 - i. If said expenditures and encumbrances are greater than the disbursements made to the SUBRECIPIENT, the CITY will issue a check to the SUBRECIPIENT for an amount equal to this difference, up to the amount of the authorized grant set forth in this Agreement.
 - ii. If said expenditures and encumbrances are less than the disbursements, the CITY shall withhold the difference from any final payment to the SUBRECIPIENT. If after withholding any such difference, the expenditure and encumbrances are still less than the disbursements, the SUBRECIPIENT shall promptly pay to the CITY a check for the difference of these sums.
 - iii. Funds paid to the SUBRECIPIENT in excess of the amount to which the SUBRECIPIENT is finally determines to be entitled constitute a debt to the CITY. If not paid as stipulated in the preceding paragraphs, the CITY may take other action permitted by law.

- iv. A final adjustment will be made to reconcile with the completed audit or Final Grant Report of CDBG expenditures within thirty (30) days of the submission of audit to the CITY. Subsequent grant payments or awards will be withheld until audit or grant report is completed for the current year. Only the City Manager or Director of Economic and Community Development can release funds if audit or grant report is not reconciled.

XXIII. **INDEPENDENT CONTRACTOR:** SUBRECIPIENT shall be and act as an independent contractor and not as a partner, joint venture, or agent of the CITY and shall not bind nor attempt to bind CITY to any contract. SUBRECIPIENT is an independent contractor and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including, but not limited to, Worker's Compensations Insurance. SUBRECIPIENT agrees to defend, indemnify and hold the CITY harmless from any and all claims, damages, liability, attorney's fees and expenses on account of: (1) a failure or an alleged failure by SUBRECIPIENT to satisfy any such obligations or (2) any other action of inaction of SUBRECIPIENT.

ADDITIONAL REGULATIONS: As a non-governmental entity, SUBRECIPIENT shall comply with the regulations, policies, guidelines, requirements and standards of federal OMB 2 CFR Chapter I, Chapter II, Part 200, et al, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards; Final Rule" (Omni Circular, as specified in this paragraph):

- Subpart B-"General";
- Subpart C- "Pre-Federal Award Requirements and contents of Federal Awards," except for §200.203 Notices of funding opportunities, 200.204 Federal awarding agency review of merit proposals, 200.205 Federal awarding agency review of risk posed by applicants, and merit of proposals, 200.207 Specific conditions, which are required only for competitive Federal awards,
- Subpart D- "Post Federal Award Requirements Standards for Financial and Program Management." Except for:
 1. Section 200.305 "Payment". The City shall follow the standards of paragraph 85.20(b)(7) and 85.21 in making payments to SUBRECIPIENT;
 2. Section 200.3066, "Cost Sharing and Matching";
 3. Section 200.307, "Program Income." SUBRECIPIENT shall follow CDBG program regulations at 570.503 (b)(3) regarding Program Income;
 4. Section 200.308 "Revision of Budget and Program Plans";
 5. Section 200.311 "Real Property." In lieu of 200.311, CDBG SUBRECIPIENT shall follow CDBG program regulations at 570.505, Use of Real Property;
 6. Section 84.34(g) "Equipment." In lieu of the disposition provisions of paragraph 94.34(g), the following applies:

- i. In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and
 - ii. Equipment not needed by the SUBRECIPIENT for CDBG activities shall be transferred to the CITY for the CDBG program or shall be retained after compensating the recipient;
- 7. Section 84.51(b), (c), (d), (e), (f), (g), and (h), "Monitoring the Reporting Program Performance";
- 8. Section 84.52, "Financial Reporting";
- 9. Section 84.53(b), "Retention and Access Requirements for Records", applies with the following exceptions:
 - i. The retention period referenced in paragraph 84.53(b) pertaining to individual CDBG activities shall be five years following grant close out; and
 - ii. The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520 in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for award;
- 10. Section 84.61 "Termination". SUBRECIPIENT shall comply with 570.503(b)(7) "Suspension and Termination"; and
- Subpart D-"After-the Award Requirements", except for paragraph 84.71, "Closeout Procedures."

XXIV. **COMPLIANCE WITH FIRST AMENMENT CHURCH/STATE PRINCIPLES:** SUBRECIPIENT agrees to comply with the First Amendment Church/State Principles which state that CDBG funds may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities. The following restrictions and limitations apply to the use of CDBG funds:

- As a general rule, CDBG funds may be used for eligible public services to be provided through a primarily religious entity, where the religious entity enters into an agreement with the CITY that, in connection with the provision of such services:
 - 1. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
 - 2. It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;

3. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.

- Where the public services provided under paragraph A of this section are carried out on property owned by the primarily religious entity, CDBG funds may also be used for minor repairs to such property which are directly related to carrying out the public services where the cost constitutes in dollar terms only an incidental portion of the CDBG expenditure for the public services.

XXV. **CERTIFICATION:** To the best of its knowledge or belief, the SUBRECIPIENT certifies 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 any 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;
- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence 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 the 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;
- 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, agreements) and that all sub awardees shall certify and disclose accordingly; and
- This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering this Agreement pursuant to Section 1352, Title 31, U.S.C. 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.

XXVI. **SEVERABILITY:** If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

- XXVII. **SECTION HEADINGS AND SUBHEADINGS:** The section headings and subheadings contained in this Agreement are included for convenience only and shall not constitute a waiver of such right or provision.
- XXVIII. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the CITY and the SUBRECIPIENT for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and SUBRECIPIENT with respect to this Agreement.
- XXIX. **NOTICES:** All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon delivery, if delivered personally, or on the fifth (5th) day after mailing if sent by registered or certified mail, return receipt requested, first-class postage prepaid, as set forth below. Faxed or emailed communications are a convenience to the parties, and not a substitute for personal or mailed delivery.

- If the CITY, to: Richelle D. Irons
Neighborhood Services Manager
City of Decatur
1 Gary K. Anderson Plaza
Decatur, IL 62523
Phone: 217-424-2864, Rirons@decaturil.gov

- If the SUBRECIPIENT, to: Alida Graham
Executive Director
Old King's Orchard Community Center
815 N. Church St.
Decatur, IL 62521
Phone: 217-428-2782, oldkingsorchardcc@gmail.com

- XXX. **CHANGES TO AGREEMENT:** The City and the SUBRECIPIENT agree that any and all alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed by both parties and attached to the original of this Agreement.

IN WITNESS, WHEREOF, the parties have executed this Agreement in triplicate and the Effective Date is the date that the Notice to Proceed is finalized.

CITY OF DECATUR:

Raymond Lai, Director
Economic and Community Development

Date

Old King's Orchard Community Center:

Alida Graham, Executive Director
Old King's Orchard Community Center
DUNS: 122610889

Date

Appendix A
SUBRECIPIENT Program Budget

Activity	Other Funding sources	CDBG Funding Requested	Total Cost
ADMINISTRATION			
Executive Director	\$11,880.00		\$11,880.00
Program Coordinator/Case Manager		\$4,000.00	\$4,000.00
Training (staff)		\$800.00	\$800.00
Insurance & Liability	\$300.00	\$2,700.00	\$3,000.00
Accounting Payroll	\$100.00	\$1,500.00	\$1,600.00
Admin. Total	\$12,280.00	\$9,000.00	\$21,280.00
PROGRAM IMPLEMENTATION			
Educator/Instructor		\$33,000.00	\$33,000.00
Supplies/materials	\$220.00	\$1,000.00	\$1,000.00
Equipment (rental)	\$1,000.00	\$2,000.00	\$2,000.00
PROGRAM IMPLEMENTATION TOTAL	\$1,220.00	\$36,000.00	\$37,220.00
Total Program Budget	\$13,500.00	\$45,000.00	\$58,500.00

Appendix B
City of Decatur FY19-20
CDBG Program
Schedule for Reporting

Programs that run throughout the 2019 calendar year will submit program and financial reports on a monthly schedule. This includes grant reports and payments. Reports are due by the 15th of each month. Payments are contingent upon completion of the environmental review, execution of the SUBRECIPIENT AGREEMENT, and receipt of program and financial reports, as well as source documents that substantiate CDBG-funded expenditures. Once receipts and documentation are approved, reimbursements can occur. Some dates, expenses, and receipts may occur during an older period, but approved expenses will only be reimbursed once.

Report Due Date	Period Covered
April 15, 2019	March 20 th -April 14 th
May 15, 2019	April 15 th -May 14 th
June 15, 2019	May 15 th – June 14 th
July 15, 2019	June 15 th -July 14 th
August 15, 2019	July 15 th -August 14 th
September 15, 2019	August 15 th – September 14 th
October 15, 2019	September 15 th –October 14 th
November 15, 2019	October 15 th - November 14 th
December 15, 2019	November 15 th –December 14 th
January 15, 2020	December 15 th -January 14 th
February 15, 2020	January 15 th – February 14 th
March 15, 2020	February 15 th –March 15 th
End of the year report	March 16 th –March 20 th

Appendix C
City of Decatur
Community Development Block Grant-Public Services
Program Costs Ineligible for CDBG Funds

The City of Decatur uses Community Development Block Grant (CDBG) funds to support programs and services that provide for the needs of low and moderate income residents as identified in the City's 2015-2019 Consolidated Plan. Direct program costs are general eligible for CDBG funds based on the federal Omni Circular. Some costs, though allowable under federal regulations, are ineligible for reimbursement with the City of Decatur CDBG funds. Please note that some costs may be included in the program budget but will not be paid with CDBG. This list is not all inclusive.

Ineligible Costs include:

- Entertainment costs;
- Alcoholic beverages;
- Fines, penalties, damages, and other settlements;
- Compensation to trustees, board members and their immediate family members;
- Stipends to program participants or clients;
- Staff time and other costs related to applying for CDBG funding;
- Advertising and public relations costs (this does not include informational materials such as program flyers used for program outreach/recruitment of eligible participants);
- Fund raising costs;
- Equipment and capital expenditures

Eligible Costs that will not be paid with CDBG include:

- Costs relating to the federal Single Audit;
- Indirect cost allocations, whether approved by a federal cognizant agency or the 10% de minimus indirect cost allocation;
- Computers and other electronic devices.

Economic & Community Development

DATE: 3/18/2019

MEMO: No. 19-17

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Wendy Morthland, Interim City Manager
Raymond Lai, Director of Economic and Community Development
John Williams, Mass Transit Administrator

SUBJECT:

Resolution Authorizing execution of a Master Contract and Participating Addendum to the Master Contract (Cooperative Contract #E194-75548 Low Floor Transit Buses, “Master Contract”) between the Commonwealth of Virginia and Gillig LLC, allowing the City of Decatur, Illinois to purchase up to eighteen (18) low floor heavy duty buses in an amount not to exceed \$424,000 per bus.

SUMMARY RECOMMENDATION:

The attached Master Contract and Participating Addendum authorizes the City of Decatur to purchase up to 18 low floor heavy duty transit buses at prices offered under the Master Contract between the Commonwealth of Virginia and Gillig, LLC. It is recommended that this item be approved.

BACKGROUND: Decatur Public Transit currently have fourteen buses in need of immediate replacement. Twelve of the 30ft. low floor vehicles are beyond their useful life and have become increasingly costly to maintain. Two suffered burn damages in 2016 and 2018 respectively. In 2021, four low floor buses purchased in 2009 will be at the end of their useful life and will need to be replaced. The State of Illinois Department of Transportation awarded the City of Decatur \$2.97M to purchase to new replacement buses. Additionally, the Federal Transit Administration awarded the City of Decatur \$4.662M to purchase new replacement buses. Under Section 3019 of the FAST Act (Fixing America's Surface Transportation Act) the City may purchase rolling stock and related equipment from a state cooperative procurement contract. By authorizing the City of Decatur to participate in this Master Contract between the Commonwealth of Virginia and Gillig, LLC, the City of Decatur will significantly decrease in the amount of time required to complete the procurement process, save upwards of \$30,000 per bus, and expedite the manufacturing and delivery of new replacement buses. The Federal Transit Administration and Illinois

Department of Transportation have approved this approach.

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 Ray Lai at 424-2727 or rlai@decaturil.gov; John Williams at 424-3552 or jwilliams@decaturil.gov

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING EXECUTION OF A MASTER CONTRACT
AND PARTICIPATING ADDENDUM TO THE MASTER CONTRACT
BETWEEN THE COMMONWEALTH OF VIRGINIA AND GILLIG, LLC,
ALLOWING THE PURCHASE OF LOW FLOOR HEAVY DUTY TRANSIT BUSES**

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

Section 1. That the Master Contract and Participating Addendum to the Master Contract, herewith attached as Exhibit A, between the Commonwealth of Virginia, and Gillig, LLC, authorizing the purchase and delivery of up to eighteen (18) low floor heavy duty buses be received, placed on file, and approved.

Section 2. That the Mayor be, and is hereby, authorized and directed to execute the Master Contract and Participating Addendum to the Master Contract, on behalf of the City of Decatur, for a total purchase of not more than eighteen (18) low floor heavy duty buses, in the amount not to exceed \$424,000 per bus.

PRESENTED AND ADOPTED this 18th day of March, 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PARTICIPATING ADDENDUM
FOR
DGS COOPERATIVE CONTRACT # E194-75548
LOW FLOOR TRANSIT BUSES

BETWEEN

GILLIG LLC

HEREINAFTER ("CONTRACTOR")

AND

"PARTICIPATING ENTITY,"

Enter PARTICIPATING ENTITY's PO # _____ to Contractor (as applicable)

1. Non- electric buses to be purchased (list quantities, manufacturer, model # / size, engine type, description below)

Up to 18 buses, Diesel L9/280 HO 23 seat, 30,000 GVW

2. Scope

The Participating Entity and Contractor may modify, add, or delete sections of this Participating Addendum as they see fit and documented in writing with the exception of the following:

It is the intent of the Contract to provide for the procurement of goods and services outlined in Attachment A, "Listing of Goods and Services"; "Contract Period"; "Pricing Schedule"; "Discount Structure"; and "Reporting Requirements". The parties acknowledge and agree that this Participating Addendum shall not modify, add to, or delete the named sections of Attachment A without prior authorization from the Commonwealth of Virginia, Department of General Services, Division of Purchases and Supply (referred to in this Participating Addendum as the "Commonwealth of Virginia" or "Commonwealth").

This Participating Addendum, hereinafter the "Addendum," covers the Participating Entity's use of the Commonwealth of Virginia's, Low Floor Transit Buses Contract # E194-75548, hereinafter the "Contract," managed by the Commonwealth of Virginia, Department of General Services, Division of Purchases and Supply, which is available for use by the Participating Entity, as authorized by that entity's statutes to use a cooperative contract.

As used in this Addendum, "party," "parties," "Party or "Parties" refer only to the Participating Entity and Contractor and do not refer to the Commonwealth of Virginia, Department of General Services or its Division of Purchases and Supply.

3. Changes

(The Participating Entity may insert here any specific changes, additions, contract provisions, or a statement that "No Changes Are Required")

(Page 1 of 3)

EXHIBIT A

4. Participation

To the extent permitted by the laws and rules of the state in which an individual Participating Entity is located, a valid Participating Addendum in the Commonwealth of Virginia's Low Floor Transit Buses Contract # E194-75548 is sufficient authorization to permit participation in the Low Floor Transit Buses Contract # E194-75548 unless such participation by a Participating Entity is specifically denied by any duly authorized official, of the respective state or other legal jurisdiction.

5. Primary Contacts. Primary contacts for this Addendum are as follows (or their named successors):

A. The Commonwealth of Virginia, Department of General Services

Dennis M. Donahue, Contract Officer
1111 East Broad Street
Richmond, VA 23218
Tel.: 804-786-5410
Fax: 804-786-5413
Email: dennis.donahue@dgs.virginia.gov

B. Contractor

JOSEPH POLICARPIO, VICE PRESIDENT
451 DISCOVERY DRIVE
LIVERMORE, CA 94551
TEL.: 800-785-1500
EMAIL: SALES@GILLIG.COM

C. Participating Entity

City of Decatur, Illinois
John Williams, Mass Transit Administrator
555 East Wood Street
Decatur, Illinois 62523-1325
Tel.: 217-424-2820 Email: jwilliams@decaturil.gov

6. General:

All purchase orders issued by the Participating Entity must indicate the Participating Entity, state, or other legal jurisdiction, contract/ purchase order number, and shall reference the Commonwealth of Virginia, Department of General Services, Contract # E194-75548,

A. Contract Order of Precedence for this Addendum:

1. This Addendum
2. DGS Cooperative Contract # E194-75548, Low Floor Transit Buses
3. Commonwealth of Virginia DGS RFP# E194-193
4. Contractor's proposal dated 8/11/16 submitted in response to the RFP

These documents shall be read to be consistent and complementary for purposes of the Participating Entity purchases under this Addendum. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

This Addendum and the Contract, together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written,

with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Contract, together with its exhibits, shall not be added to or incorporated into this Addendum or the Contract and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Contract and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating Entity that has executed this Addendum.

Contractor agrees to release and hold the Commonwealth harmless with respect to any obligations of the Participating Entity regarding this Addendum.

IN WITNESS WHEREOF, Contractor and Participating Entity have executed this Addendum on and as of _____ (date).

Signatures as required by Statutes, Rules or Policies of the entity, state or public body, or other legal jurisdiction governing the Participating Entity

CONTRACTOR

BY: _____
NAME: JOSEPH POLICARPIO
Printed
TITLE: VICE PRESIDENT
DATE: _____

PARTICIPATING ENTITY

BY: _____
NAME: _____
Printed
TITLE: _____
DATE: _____

Approved as to legal form:

BY: _____
Participating Entity (Counsel)

NAME: _____
Printed
TITLE: _____
DATE: _____

The Commonwealth of Virginia hereby acknowledges that this Addendum, executed by the Contractor and Participating Entity listed above, is a "Participating Addendum" as that term is used in Section 30 of Contract #E194-75548 with the condition that the content of this Addendum affects only the rights and duties between the Contractor and Participating Entity and has no effect on the rights and duties between the Contractor and the Commonwealth or between the Contractor and Participating Entity.

THE COMMONWEALTH OF VIRGINIA

**Department of General Services
Division of Purchases and Supply**

Dennis M. Donahue
Contract Officer

DATE: _____

Attach

RECORD RETENTION

Contractor shall maintain, for a minimum of three (3) years after the completion of the Agreement, all books, records and supporting documents to verify the amounts, receipts, disbursements, names of recipients, and uses of all funds passing in conjunction with the Agreement; the Agreement and all books, records, and supporting documents related to the Agreement shall be available for review and audit by the Auditor General, the Department, or the Federal Transit Administration (hereinafter "Auditing Parties"); and the Contractor agrees to cooperate fully with any audit conducted by the Auditing Parties and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the City of Decatur for the recovery of any funds paid by the City of Decatur under the Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

PROHIBITED INTEREST OF LOCAL OFFICIALS

No member, or officer, or employee of City of Decatur, Illinois, 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.

SC-22 Prohibited Interests

No member, or officer, or employee of the Contractor or a 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.

SC-14 Fair Employment Practices

The Contractor shall comply with the Veteran's Preference Act (330 ILCS 55/1 et seq.) and the Employment of Illinois Workers on Public Work Act (30 ILCS 507-0.01 et seq.) in the employment and appointment to fill positions in the construction, addition to, or alteration of any public works project. The Contractor must comply with the Equal Employment Opportunity Clause, effective February 9, 1981.

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

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

Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- (5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects, comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such contractor. In the same manner, as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply herewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

SC- 28 Retention of Records

The contractor shall maintain records to show actual time devoted and cost incurred. Contractor shall maintain records for a period of three (3) years.

MASTER CONTRACT E194-75548 MA2274

BETWEEN

THE COMMONWEALTH OF VIRGINIA

AND

GILLIG, LLC

2018-2019

NON - ELECTRIC TRANSIT BUSES

(includes Modification 2, 3 changes)

1. SCOPE OF CONTRACT

This is a master ordering agreement (the "Master Agreement" or "Master Contract" or "Contract") between the Commonwealth of Virginia, Department of General Services, Division of Purchases and Supply ("Commonwealth" or "DGS" or "DPS" or "DGS/DPS") and GILLIG LLC (the "Contractor" or "Gillig"), a California Company having its principal place of business at 451 Discovery Drive, Livermore, CA 94551 for the provision of transit buses/coaches including all related integral and/or peripheral equipment, products, component parts, materials, and supplies (collectively termed Equipment or Products), together with related warranty, maintenance and repair, or other services (collectively termed Services) necessary to provide and maintain Products in accordance with the Original Equipment Manufacturer (OEM) technical specification and operational performance standards, pursuant to the Commonwealth Request For Proposal #E194-193, dated May 31, 2016 (the RFP) and the Contractor's proposal, dated August 11, 2016, in response thereto.

This Contract contains the terms and conditions by which Commonwealth agencies, institutions, and other public bodies as defined in Virginia Code § 2.2-4301, entitled "Definitions" of the *Virginia Public Procurement Act (VPPA)*, as amended, and hereinafter referred to as "Authorized Users," are to acquire (new) heavy-duty, low-floor transit buses, including all related integral or peripheral component equipment, products, materials, parts, or supplies (Buses), together with all warranty, maintenance, repair and support services ("Services") needed to ensure that all Buses and Equipment acquired under the Contract can be operated, serviced, and maintained by Authorized Users in accordance with all pertinent operating standards and performance specifications of the Contractor, or original equipment manufacturer ("OEM") for any third-party Products or Services provided by the Contractor under this Master Agreement, and pursuant to the Commonwealth's Request For Proposal # E194-193, dated May 31, 2016 (the "RFP") and the Contractor's proposal dated August 11, 2016 in response thereto.

This Contract is being entered into by DGS on behalf of the Virginia Department of Rail and Public Transportation ("DRPT"). Therefore, Contractor agrees that all Products and Services provided within scope of this Contract shall be provided to all Authorized Users in a manner that assists the DRPT in its core mission to facilitate and improve the mobility of all citizens of the Commonwealth and to promote the efficient transport of goods and people in a safe, reliable and cost-effective manner, with a transit goal to expand or improve transportation choices in Virginia and as embodied in DRPT's web site <http://www.drpt.virginia.gov/about-us/core-mission>.

Contractor and Commonwealth shall develop a first class model for public body support and ensure the Commonwealth is a national leader in understanding and meeting customer needs, and is a leader in contract innovation, while building a supplier-customer relationship that supports the Commonwealth's strategic objective to include obtaining high quality goods and services at reasonable costs, while ensuring ongoing innovation in the products obtained which provide overall best value.

This Contract is the result of a competitive solicitation and its use is optional for public bodies and entities authorized to use the Contract by the Code of Virginia § 2.2-1120. Pursuant to Code § 2.2-1120, Authorized Users shall also include any organization that provides transportation services in Virginia and receives funding from the Federal

Transit Administration or the Commonwealth Transportation Fund, as well as certain private, nonprofit 501(c)(3) institutions of higher education, chartered in Virginia, and as allowable pursuant to Code 2.2-1120.

To ensure maximum transparency and public access to all Commonwealth procurement opportunities, and consistent with Code § 2.2-1110, Contractor agrees that all orders from any Commonwealth Authorized User shall be accepted solely through the Commonwealth of Virginia's central electronic procurement website, "eVA," www.eva.virginia.gov, as delineated with the ordering instructions herein.

2. AUTHORIZED USERS

The Contract is available for use by all Commonwealth public cities, towns, counties, and public entities--including state agencies; educational institutions, and other public bodies as defined in Section 2.2- 4301 entitled "Definitions" of the Virginia Public Procurement Act (VPPA), as amended, and hereinafter referred to as "Authorized Users." Pursuant to Code of Virginia § 2.2-1120, all private institutions of higher education chartered in Virginia and granted tax-exempt status under the Internal Revenue Code section § 501(c)(3) may also submit orders to purchase Products or Services directly from this Contract, and are included in the definition as an Authorized User. The Metropolitan Washington Council of Governments (MWCOC) and members of MWCOC shall also be included as an Authorized User on this Contract. Contractor shall provide all Products and Services in accordance with the provisions of this Contract upon receipt of a duly authorized order, as defined herein, from any Commonwealth public school division or entity, state agency, educational institution, or any other public body, as defined in § 2. 2-4301 entitled "Definitions" and § 2. 2-4304 of the Virginia Public Procurement Act (VPPA), as amended. The Contract is also available for use by certain charitable corporations and private nonprofit 501(c) (3) institutions of higher education, chartered in Virginia, and as allowable pursuant to Virginia Code 2.2-1120. Collectively, all aforementioned parties are referred to in the aggregate and hereinafter as Authorized Users for purposes of using this Contract. This is an optional use contract. To ensure maximum transparency and public access to the Commonwealth's procurement opportunities, and consistent with Code § 2. 2-1110, all Authorized Users are to submit orders directly with Contractor through the Commonwealth's electronic procurement website, www.eva.virginia.gov, as delineated in the "ORDERS" section of this contract.

3. INTERPRETATION OF CONTRACT

As used in this Contract, the terms listed below shall include all related materials and documentation developed and provided in the performance of Contract, whether in machine-readable or printed form, and produced or provided pursuant to this Contract, or any order resulting from this Contract.

Headings are for reference purposes only and shall not be considered in construing this Contract.

The documents comprising this Contract, and their order of precedence in case of conflict, are: (1) this Contract, consisting of terms and conditions included herein, including all Attachments hereto; (2) all duly authorized and executed orders and Attachments referencing the Contract (3) the RFP #E194-193 and (4) the Contractor's proposal submitted in response to the RFP. The foregoing documents represent the complete and final Contract of the parties with respect to the subject matter of this Contract.

If any term or condition of this Contract is found to be illegal or unenforceable, it shall be severed, and the validity of the remaining terms and conditions shall not be affected.

Nothing in this Contract shall be construed as an express or implied waiver of the Commonwealth's sovereign or Eleventh Amendment immunity, or as a pledge of its full faith and credit.

4. TERM

Initial term of the Contract shall be effective from June 8, 2017 through May 31, 2018. All orders and related documents shall survive the period of performance stated in this section until such time as all orders (executed prior to the expiration date of the Contract) have been completely performed.

Current term of this contract is June 1, 2018 through May 31, 2019.

5. RENEWAL OF CONTRACT

The Commonwealth may renew this Contract at its sole discretion, upon the written mutual agreement of both parties for three (3) additional, one-year successive periods, under the terms of the current Contract. The Commonwealth will provide the Contractor with its notice to renew the Contract at a reasonable time (approximately 90 days) prior to the expiration of the initial term, or of any subsequent renewal term period.

If all renewals are exercised, the final term of the contract will be June 1, 2020 through May 31, 2021.

6. PRICING

Prices for base Buses with standard features and additional options/upgrades are listed herein as Attachment A entitled "Products and Pricing Schedule." As new technology unfolds, options/upgrades will be updated on Attachment A.

7. PRICE ESCALATION/DE-ESCALATION

Prices for base Buses with standard features and additional options/upgrades are listed herein as Attachment A, entitled "Products and Pricing Schedule." As new technology unfolds, options/upgrades will be updated on Attachment A. Users should review all options/upgrades and pricing before starting "pre build" discussions with Contractors.

Discounts are to be considered the minimum for the entire term of the Contract. Base Bus prices may be negotiated on an annual basis. Price adjustments and/or discount adjustments may be permitted for changes in the Contractor's cost of materials or services. The Producer Price Index of the United States Department of Labor, Bureau of Labor Statistics will be used by the Commonwealth as a guide in reviewing any Rate/Price increase requests. Price escalation may be authorized at the end of the initial (one year) term and only where verified to the satisfaction of the Contract Manager. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.

The Contractor shall document the amount of any general change in the price of materials. Documentation shall be supplied with the Contractor's request for increase which must: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the Contractor by the Contractor's suppliers. All changes in the prices and/or discounts applicable to the Commonwealth must be approved in writing by the Division of Purchases and Supply prior to implementation by the Contractor.

The DGS/DPS Contract Manager will notify the Authorized Users and Contractor in writing of the effective date of any approved increase. However, the Contractor shall fill all orders received prior to the effective date of the price adjustment at the old Contract prices. The Contractor is further advised that decreases that affect the cost of materials are required to be communicated immediately to the Contract Manager.

Base Bus prices may be negotiated on an annual basis only at the time of renewal. At its sole discretion, the Commonwealth may permit such price adjustments only at the time of Contract renewal, and only where verified to the satisfaction of the Contract Manager. The Contract pricing for any renewal period shall not exceed the lesser of: a) four percent (4%) of the Contract pricing for the prior term, or; b) the Contract pricing for the prior period, increased/decreased by no more than the percentage increase/decrease for the previous twelve (12) month period, under the United States (US) Department of Labor's (DOL) Bureau of Labor Statistics' (BLS) Producer Price Index (PPI) category series identification "WPU1413" "Truck and Bus Bodies" for the latest twelve (12) month period for which statistics are available. ("http://data.bls.gov/timeseries/WPU1413"). Price adjustments are at the sole discretion of the Commonwealth, only permitted annually at the time of Contract renewal and only where verified to the satisfaction of the DGS/DPS Contract Manager.

Contractor shall give not less than thirty (30) days advance notice of any price increase request, with documentation, to the Contract Manager. The Contract Manager will notify the Contractor in writing of any approved increase. Price increase would take effect on the first day of the renewal pricing period. However, the Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old Contract prices. "Across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth and reflected in subsequent invoices.

8. ADDITION/DELETION OF PRODUCTS /SERVICES

1. The Commonwealth recognizes that Products and Product line additions and/or Services to the Contractor's standard commercial catalog offerings during the life of the Contract are likely to occur. The Commonwealth considers these additions as enhancements. Additions will be considered as follows:
 - a. Any and all new Products will be categorized with similar Products or Product lines into existing market categories previously defined and agreed to by the Commonwealth and with respect to discount structure, net price or grand total of the Product. The Commonwealth shall be notified of new item(s) and/or Product line(s). Contract amendment or modification will not be required for addition of new Product(s) to the Contractor's offerings that are consistent with pre-established categories and discount structure. Such products shall be added to Contractor's on line catalog in the Commonwealth's eVA system, thereby providing our citizens with the best Products available from Contractor at any time during the term of this Contract.
 - b. In the event the Contractor adds a new specialty Product line which represents Product(s) that are consistent with the type and class of Products covered under this Contract, but differ sufficiently from Products or brands represented in the existing Product categories, so that a separate pricing structure is appropriate, the Commonwealth and the Contractor may enter into negotiations to modify the Contract to establish a discount structure, net price, or grand total for the Product(s). Pricing must be competitive in order to add Products to this Contract. The Contractor shall provide appropriate documentation to support its position for separate pricing. Negotiations must be completed prior to order placement. Contract amendment or modification will be required in order to add negotiated items that are sufficiently different from pre-established categories and discount structure.
 - c. Contractor shall develop new business opportunities and market its services by meeting current and potential clients, discussing their needs and opportunities for improvement.

9. VENDORS MANUAL

This Contract is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this Contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the vendors tab.

10. APPLICABLE LAWS AND COURTS

This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Commonwealth and the Contractor are encouraged to resolve any issues in controversy arising from the award of the Contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

11. ANTI-DISCRIMINATION

The Contractor certifies to the Commonwealth that they shall conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the *Virginia Fair Employment Contracting Act* of 1975, as amended, where applicable, the *Virginians With Disabilities Act*, the *Americans With Disabilities Act* and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every Contract over \$10,000 the provisions in A. and B. below apply:

A. During the performance of this Contract, the Contractor agrees as follows:

1. Meet or exceed all current Federal Transportation Administration (FTA) of Manufacturer / Vendor certifications, regulations and policies (i.e. Buy America policy)
2. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
3. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
4. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

B. The Contractor shall include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions shall be binding upon each Subcontractor or vendor.

12. ETHICS IN PUBLIC CONTRACTING

The Contractor certifies that the Contract has been entered into without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their submitted proposal or this resulting Contract, and that they have not conferred on any Commonwealth public body or Authorized User employee having official responsibility for ordering Equipment, Products or Services provided through this solicitation and Contract process, any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

13. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By entering into this Contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the Contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

14. DEBARMENT STATUS

Contractor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of Goods and/or Services covered by this Contract. Contractor further certifies that they are not debarred from filling any Order or accepting any resulting Order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

15. ANTITRUST

By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said Contract.

16. PAYMENT

A. To Prime Contractor:

1. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number.

2. Any payment terms requiring payment in less than 30 days for state agencies or less than 45 days for localities will be regarded as requiring payment 30/45 days (as applicable) after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30/45 days (as applicable), however.
3. All goods or services provided under this Contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the Contract price, regardless of which ordering entity is being billed.
4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or for state agencies the date of offset when offset proceedings have been instituted as authorized under the *Virginia Debt Collection Act*.

Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, the Contractor is advised that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the ordering Authorized User shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. The Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an ordering entity of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).

17. PRECEDENCE OF TERMS

The following Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions contained in the original RFP, and any negotiated Terms and Conditions in this Contract, then the negotiated Terms and Conditions of this Contract shall apply.

18. QUALIFICATIONS OF CONTRACTOR

The Commonwealth or an Authorized User may make such reasonable investigations as deemed proper and necessary to determine the ability of the Contractor to perform any Services or furnish any Equipment or Products within the scope of this Contract. The Commonwealth or an Authorized User reserves the right to inspect, without advance notice, Contractor's physical facilities at any time during the initial term and any subsequent renewal periods, to satisfy any questions regarding the Contractor's capabilities.

19. TESTING AND INSPECTION

The Commonwealth or any ordering Authorized User reserves the right to conduct any test/inspection they may deem advisable to assure that Products and Services conform to all Contract requirements or specifications. (also see section herein entitled "ACCEPTANCE")

20. ASSIGNMENT OF CONTRACT

This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

21. CHANGES TO THE CONTRACT

Changes can be made to this Contract in any of the following ways:

- A. The parties may agree in writing to modify the scope of the Contract. An increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract.
- B. The Commonwealth may order changes within the general scope of the Contract at any time by written notice to

the Contractor. Changes within the scope of the Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Commonwealth a credit for any savings. Said compensation shall be determined by either of the following methods:

1. By mutual agreement between the parties in writing; or
2. By agreeing upon a unit price or using a unit price set forth in the Contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Authorized User's right to audit the Contractor's records and/or to determine the correct number of units independently; or
3. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. The Contractor shall present the Commonwealth with all vouchers and records of expenses incurred and savings realized. The Commonwealth shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Commonwealth within thirty (30) days from the date of receipt of the written order from the Commonwealth. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by the Commonwealth or with the performance of the Contract generally.

22. TAXES

Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this Contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

For Authorized Users that are not Commonwealth state agencies, it is the Contractor's sole responsibility for determining those Authorized Users' sales tax exemption status.

23. TRANSPORTATION AND PACKAGING

As applicable, for all Products provided under this Contract, Contractor certifies and warrants that the prices are FOB destination, and includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

24. DRUG-FREE WORKPLACE

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with this Contract by the Contractor, or any of its subcontractors, whose employees are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana

during the performance of the Contract.

25. NONDISCRIMINATION OF CONTRACTORS

No contractor shall be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Contractor employs ex-offenders unless DPS has made a written determination that employing ex-offenders on the specific Contract is not in its best interest. If the award of this Contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, DPS shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

26. AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that the Commonwealth shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.

27. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. DPS may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

28. FINANCIAL WARRANTY

Contractor shall ensure that the prices, discounts, incentives, and other financial terms (collectively, the "financial deal") applicable to purchases under this Contract is always at least as favorable to the purchaser as the financial deal that the Contractor or its affiliates make available to any public body in Virginia for the same good(s)/service(s) outside this Contract. Throughout the term of this Contract, if Contractor (or any affiliate) makes a better financial deal available to a public body in Virginia for any good(s)/service(s) available under this Contract, Contractor shall immediately notify the Commonwealth of the details and, at the Commonwealth's option, sign an amendment to this Contract, so that an equivalent financial deal for the affected good(s)/service(s) is also available as an option under this Contract. Contractor may request exemption if the better financial deal was for a spot purchase, and the Commonwealth shall grant such request if the Commonwealth in good faith finds that the spot purchase involved special circumstances affecting cost that would make it unfair to apply an equivalent financial deal outside of that spot purchase. Upon the Commonwealth's request (and annually), Contractor shall submit an affidavit certifying full compliance with this Section. The Contractor (and any affiliate) shall waive any contractual or other right that inhibits any public body in Virginia from disclosing to the Commonwealth or others the financial terms made available to the public body, and upon request from the Commonwealth, Contractor shall ensure that a signed confirmation of the waiver is provided to the public body and the Commonwealth. As used in this Section, an affiliate is any entity that controls, is controlled by, or is under common control with, the Contractor.

This Contract shall provide overall best value for any Virginia public body and transportation authority to acquire Contractor's products/services: in terms of pricing, warranty, services, product range, and any other criteria essential to their need. Contract shall provide goods and services of equal/better quality, competitive cost of like products/services, less effort to understand (and use) by customers and suppliers.

29. AUDIT

The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth, Authorized Users, and/or the Commonwealth's/Authorized User's auditors shall have full access to and the right to

examine any of said materials during said period.

30. USE OF CONTRACT BY THIRD PARTIES

In accordance with the Code of Virginia § 2.2-4304, entitled "Cooperative Procurement," the intent of this Contract is to allow for such cooperative procurement to the maximum extent possible. Accordingly, any public body or public institution may access and use this Contract, if agreeable to Contractor and in accordance with the ordering provisions governing this Contract, together with all other Contract terms and conditions herein.

Participation in this cooperative procurement by any public body is voluntary. If agreed to by Contractor, this Contract may be used by the entities stated above to procure goods and/or services in accordance with Attachment A "Products and Pricing Schedule" attached hereto and incorporated herein.

Contractor shall notify the Commonwealth of Virginia, Division of Purchases and Supply (DPS) in writing by providing DPS a Contract Sales and Usage report for any entity placing an order(s) to use this Contract in accordance with Contract Reporting provisions, herein using the form shown in Attachment B, VENDOR USAGE – SEMIANNUAL SALES REPORT.

This is a master contract and no modification of the Contract is required for an Authorized User to participate. However, any Authorized User outside the Commonwealth of Virginia, but within the United States, or any territory or legal entity thereof, and Contractor shall complete a "Participating Addendum," to be provided by DPS, prior to the use of the Contract before the Contractor shall accept any order from such an Authorized User outside of the Commonwealth, with a copy of the completed Participating Addendum provided to the Contract Officer, DPS Procurement.

Authorized Users will place their own orders directly with the Contractor and will fully and independently administer their use of this Contract to include contractual disputes, and invoicing and payments, without direct administration from DPS. Neither the Commonwealth nor DPS shall be held liable for any costs or damages by any other participating Authorized User as a result of any authorization by the Contractor to use the Contract.

Contractor hereby certifies and warrants that neither the Commonwealth nor DPS are responsible for any acts or omissions of any Authorized User, and shall not be considered in default of this Contract, no matter the circumstances.

The use of the Contract does not preclude any participating Authorized User from using other agreements or competitive processes as their needs may require.

31. AUTHORIZED REPRESENTATIVES

This Contract may be modified in accordance with §2.2-4309 of the Code of Virginia. Such modifications may only be made by the representatives authorized to do so denoted below, or their duly authorized designees. No modifications to this Contract shall be effective unless in writing and signed by the duly authorized representative of both parties, delineated below. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing.

Authorized Representatives:

COMMONWEALTH OF VIRGINIA

Director, Division of Purchases & Supply
Department of General Services
1111 East Broad Street, 6FL
Richmond, VA 23219

GILLIG LLC

Joseph Policarpio, V.P. Sales
451 Discovery Drive
Livermore, CA 94551
Tel.: 800-735-1500
Fax: 510-785-6819
Email: sales@gillig.com

UNDER NO CIRCUMSTANCES SHALL ANY AUTHORIZED USER OR OTHER ENTITY HAVE THE AUTHORITY

TO MODIFY THIS CONTRACT WITHOUT WRITTEN CONSENT OF THE AUTHORIZED REPRESENTATIVES.

32. DELIVERY

Contractor shall deliver up to one (1) Low Floor Bus to an Authorized User within 18 months after receipt of order (ARO). Delivery of option year buses will be negotiated at time of receipt of a firm purchase order or notice to proceed along with the contracted quantities of manuals (operators, service, parts, electrical schematics, and component supplier manuals). A Contractor Field Service Representative shall also arrive with the Bus delivery to help prepare the Bus to be put into revenue service and to conduct Operator and Maintenance orientation and familiarization training (including a complete set of Low Floor training DVDs and diagnostic interpretation training).

When multiple Buses are ordered and delivered, a Contractor Field Service Representative shall arrive within seven (7) days after delivery of the last Bus to help prepare the Buses to be put into revenue service

Products and Services should be delivered within thirty (30) days after receipt of order (ARO). Contractor is responsible to make all arrangements for delivery, set up, and preparation for safe vehicle operations. The Authorized User will not assume responsibility for receiving Buses or Product, unless otherwise indicated in the pertinent ordering documents. Contractor shall check with the Authorized User designated point of contact as identified in the ordering documentation to coordinate all necessary transportation and delivery arrangements prior to Product operations.

33. BUS DELIVERY NOTIFICATION

Contractor shall notify the Authorized User no less than two (2) full business days prior to delivery of Buses or Equipment so Authorized User personnel can be available to allow access to their facility, verify items received, and perform any Services needed to prepare Equipment for safe operations. Notification shall be made to the individual identified in the applicable eVA order. In the even no individual is identified, then the Contractor shall contact the Authorized User in advance to identify and coordinate with the responsible staff.

Authorized Users are to include the best point-of-contact information in their orders to assist Contractor.

34. PROMOTIONAL DISCOUNTS

For any special or promotional sale prices, reductions, or other discounts provided to any Authorized User eligible to use this Contract, Contractor shall immediately extend and provide notification of such sale prices or discounts to the Commonwealth and all other Authorized Users. Such notice shall also advise the duration of the specific sale or discount price. The Contract Manager shall be provided notice in advance of any such promotional discount being extended to any Authorized User that is eligible to utilize this Contract.

35. INSPECTION/LATENT DEFECTS

All Products are subject to inspection and test, as provide herein under the provision entitled Testing and Inspection. Products that do not meet specifications may be rejected. Failure to reject, however, does not relieve the Contractor of liability for latent or hidden defects subsequently revealed when Products are used after acceptance has occurred. If latent defects are found at any time during the term of this Contract, the Contractor shall repair or replace the defective Products. This remedy shall be in addition to any other remedies or obligations under this Contract or provided by law.

36. PRODUCT AVAILABILITY / SUBSTITUTION

Substitution of a product, brand or manufacturer under this Contract is expressly prohibited unless approved in writing by the Contact Manager or Authorized User. An Authorized User may, at its discretion, require the Contractor to provide a substitute item of equivalent or better quality subject to their written approval, for a price no greater than the Contract price, if the product for which a Contract Order was issued becomes unavailable to the Contractor.

Contractor shall provide citizens and transportation managers with the best products possible at any time during the term of this contract by making users aware of new products/ replacement parts and technologies.

37. MAINTENANCE MANUALS

Within thirty (30) days after the last Bus is delivered, Contractor shall provide with each piece of Equipment an operations and maintenance (owner's) manual with wiring diagrams, parts list, and a copy of all warranties—along with related documents as per the manufacturer's standard practice.

38. ACCEPTANCE

Following Delivery, all Products (to include diagnostic parts, but not Buses) shall be deemed accepted by the Authorized User, at their sole discretion, following applicable operational testing to ensure Products meet expected and required OEM operating standards, requirements, and performance specifications, such that all components – integral and peripheral – operate in the manner designed by the OEM, and for such period of time deemed reasonable and necessary by the Authorized User ("Acceptance"). Within fifteen (15) days after arrival at the designated point of delivery, each Bus shall undergo the Authorized Users tests. If the Bus passes these tests, acceptance of the Bus by the Authorized Users occurs on the fifteenth day after delivery. Acceptance may occur earlier if the Authorized Users notifies the Contractor of early acceptance or places the Bus in revenue service. If the Bus fails these tests, GILLIG requests a letter of discrepancies for resolution be issued by the fifteenth day after delivery.

Acceptance shall be documented in writing and sent to the Contractor via email, letter, or any other such writing as agreed upon by the Authorized User and the Contractor. Warranty shall commence upon the date of Acceptance. Should Products/Buses be deemed by the Authorized User to be not acceptable, then the Authorized User shall reject Products/Buses, in writing, providing the Contractor with such details as needed in writing as to the reason why Products/Buses are deemed not to be acceptable/meet specifications.

39. WARRANTY/MAINTENANCE (Buses)

Upon Acceptance of Buses by an Authorized User, and to ensure the maximum safety, protection and satisfaction to any Authorized User, and to their passengers, Contractor agrees that any new Bus shall be provided with an initial 1-year/50,000-mile (whichever comes first) bumper-to-bumper new vehicle warranty ("Warranty"), as follows: Warranty is to include all Buses and integral and peripheral components, materials, parts, assemblies and subassemblies e.g., body, chassis, engine, transmission, cooling, drive train, suspension, electrical and manual controls, steering, starter and alternator, safety equipment, heater and air conditioning, etc. necessary to keep Bus in good operating condition and preserve its operating efficiency in accordance with all OEM technical specifications and operating standards. The rights and remedies provided herein are in addition to and do not limit those available to any Authorized User by any other Contractual provision, or as provided in law.

Warranty/Maintenance repairs shall be made onsite at the Authorized User's location. Normal warranty work (other than that work required to be performed by sub-suppliers) will be performed by the Authorized User's maintenance department and reimbursed by GILLIG at the documented warranty labor rate of \$75.

Warranty/Maintenance excludes the following normal wear items: tires, filter, and wiper blades, light bulbs (including headlamp assemblies), seals and gaskets, oil filters, air filters, fuel filters, bushings, belts, brake linings and brake drums. Selected optional component equipment e.g., cameras, radios, GPS, etc., may be provided with a separate Warranty/maintenance provision, but such Warranty/maintenance shall be provided solely in accordance with the pricing schedule, attached hereto.

Warranty/Maintenance of Buses shall not include any work that is external to the Bus, the furnishing of supplies, or adding or removing accessories, attachments, or other equipment that is not provided under this Contract. Maintenance of Bus also shall not include repair of damage that is the direct result from the operational use by the Authorized User or from accident, unless the accident is caused by negligent or intentional acts or omissions of Contractor or its agents.

Contractor shall not be responsible for the cost of any Warranty/Maintenance repair due to the direct result of an Authorized User's intentional failure to properly use, maintain, and care for the Products as outlined in the documentation or manuals provided by the Contractor. Authorized Users are advised to maintain copies of all maintenance records and receipts for review by the Contractor.

All Warranty/Maintenance services to be performed on Buses shall be performed by qualified OEM-certified technicians to perform such services. Normal warranty work (other than that work required to be performed by sub-suppliers) will be performed by the Authorized User's maintenance department and reimbursed by GILLIG at the documented warranty labor rate of \$75. Authorized User's maintenance department and reimbursed by GILLIG at the documented warranty labor rate of \$75. The Commonwealth or any Authorized User reserves the right to require proof of certification prior to placing an order or performance of services and at any time during the term of the Warranty/Maintenance period, and any subsequent renewal period thereafter.

During the Bus pre-production meeting, the Contractor shall offer an Authorized User the option to purchase additional warranties, in accordance with all contractual provisions herein, and in accordance with pricing as delineated herein on Attachment A "Products and Pricing Schedule." This can only be purchased at the pre-production meeting.

In those instances where it is necessary for the Contractor to return a Bus for depot maintenance repair and support, the Contractor shall be responsible for towing costs. Only new standard part or parts equal in performance to new parts, and certified as OEM-acceptable replacement parts shall be used in effecting repairs. Parts which have been replaced shall become the property of the Contractor. Replacement parts installed shall become the property of the Authorized User. If the Equipment is out of service for more than seven consecutive calendar days, Contractor would then assist the Authorized User by specifically calling the vendors directly to get them better focused on resolving the Authorized User's issues to ensure the Bus is repaired and returned in good working order as soon as possible.

Nothing herein shall be construed to waive or limit any rights or remedies otherwise available to the Commonwealth or Authorized User under any other provisions herein, or in Code.

All Warranty/Maintenance services to be performed on Equipment shall be performed by qualified OEM-certified technicians to perform such services. The Commonwealth or any Authorized User reserves the right to require proof of certification prior to placing an order or performance of Services and at any time during the term of the Warranty/Maintenance period, and any subsequent renewal period thereafter.

40. AUTHORIZED USER RESPONSIBILITIES DURING WARRANTY/MAINTENANCE

- A. During any term of Warranty/Maintenance, Authorized User's staff shall not perform maintenance or attempt repairs to Buses except for routine preventative maintenance, and/or as authorized in writing by Contractor. Authorized User will refrain from performing any maintenance and/or repairs which could void OEM Warranties.
- B. The Authorized User shall permit Contractor access to Bus to be maintained, as agreed upon between the Contractor and Authorized User, subject to the Authorized User's site security policies.
- C. Upon request by Contractor, an Authorized User is to provide Contractor with storage space for spare parts and supplies, as needed, including any heat, light, ventilation, electric current and outlets, and telephones (for local calls only) for use by Contractor's maintenance staff.
- D. The Authorized User shall maintain Buses and Equipment in accordance with all OEM and Contractor-furnished specifications, manuals, and documents, or as otherwise agreed upon in writing between the Contractor and an Authorized User.

41. ENGINEERING CHANGES

Contractor sponsored modifications to Buses and/or engineering changes shall be made with the consent of the Authorized User at no additional charge for a period of one (1) year from the date of acceptance. The Authorized User reserves the right at all times to schedule these Contractor sponsored modifications and/or changes to minimize the impact on the daily operations of the Authorized User.

42. SUPPLIES

Authorized charges may not include standard operational vehicle replacement supplies (e.g. tires, filters, belts, bulbs, etc.) unless such supplies are specifically identified in Schedule A, or as may be agreed upon by the Authorized User

in advance in any duly executed order. All supplies used by the Authorized User shall conform to the Contractor's published specifications provided to the Authorized User upon Bus delivery or acceptance. At all times, an Authorized User reserves the right to acquire such supplies from any source of its choice, but such supplies are required to conform to all OEM or Contractor provided technical specifications and documentation. The provision of such supplies from alternative sources by an Authorized User shall under no circumstances void Contractor responsibilities for Warranty/Maintenance, as described herein, or as may otherwise be provided by the Contractor to an Authorized User under this Contract.

43. CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT

By its signature on this Contract, Contractor certifies and warrants that its firm, and any individual employees and/or subcontractor(s) is/are properly certified and/or licensed by the appropriate federal, state, or other regulatory authorities to provide all Products/services specified or fulfill the requirements delineated herein.

44. PRIME CONTRACTOR RESPONSIBILITIES

The Contractor shall have prime responsibility for completely and solely supervising and directing all work performed, goods provided and/or services provided under this Contract, and for all subcontractors the Contractor may utilize. Subcontractors that perform work under this Contract shall be responsible to the prime Contractor. Contractor agrees that it shall be fully and solely responsible for the acts and omissions of its subcontractors and of any persons employed by them as he is for the acts and omissions of his own employees.

45. SUBCONTRACTS

No portion of the work shall be subcontracted without prior written consent of the DGS/DPS Contract Manager. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the DGS/DPS Contract Manager the names, qualifications and experience of its proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Contract.

46. INSURANCE

By entering into this Contract, the Contractor certifies that it has and shall maintain the following insurance coverages. If any subcontractors are involved, then Contractor shall require that any subcontractor shall have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The Contractor further certifies that both it and its subcontractors, if any, shall maintain these insurance coverages during the entire term of the Contract and that all insurance coverages shall be provided by companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:

- A. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify DPS of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
- B. Employer's Liability - \$100,000.
- C. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
- D. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle).

47. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS

The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with Commonwealth agencies and all public bodies. The Contractor providing goods and/or services under this Contract to all Authorized Users shall participate in the eVA Internet eProcurement program by completing the free eVA Vendor Registration. Contractor must register in eVA and pay the Vendor Transaction Fees specified below for all Order transactions.

Vendor transaction fees are determined by the date the original eVA Purchase Order is issued and the current fees are as follows:

For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:

- (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
- (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia, Department of General Services, approximately 30 days after receipt of payment for the transit buses. Any adjustments (increases/decreases) will be handled through eVA Purchase Order changes.

For questions about eVA billing, contractors may call eVA Customer Care at 866-289-7367 or 804-371-2525, and selecting option 2, or emailing eVACustomerCare@DGS.Virginia.gov.

48. EXCLUSIVITY OF TERMS AND CONDITIONS

No employee or agent of the Commonwealth or of any Authorized User shall be required to sign or execute any additional contract, license or other contractual document containing contractual terms and conditions. Any documents signed by persons other than the Director, DPS or his/her authorized designee shall have no validity or effect upon the Contract.

49. LOBBYING AND INTEGRITY

Contractors are cautioned that communications with individuals other than the Contract Officer may result in incorrect and/or insufficient information being provided. In addition, the Contractor shall not, in connection with this or any other contract or agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give anyone any gratuity for the benefit of or at the direction or request of any Commonwealth or public officer or employee.

Upon request of the Commonwealth, Contractor shall provide any type of information the Authorized User deems relevant to the Contractor's integrity or responsibility to provide the Products and Services, described herein.

50. ORDERS

The Contractor agrees that all purchases for a new Bus under the Contract by the Authorized Users shall be processed through eVA. Orders for a new Bus which are not processed through eVA are not authorized by this Contract. If the Contractor receives a non-eVA order that purports to be issued under this Contract, Contractor shall promptly notify the Commonwealth Authorized User that orders outside eVA are not made under this Contract and would require a separate competitive procurement process under the Virginia Public Procurement Act, and Contractor shall request the Authorized User to resubmit the order through eVA. If the Contractor accepts an order that purports to be under this Contract but where the order has not been processed through eVA, the Contractor shall be in breach of this Contract, and shall notify DGS of the occurrence and shall reimburse DGS for all eVA fees that would have been generated by placement of the order in accordance with this Contract. Upon request by DGS, Contractor shall certify its compliance with this section.

Authorized Users may order Buses, Products, and Services from this Contract by any of the following methods:

- A. eVA: An eVA order issued for a new Bus by an ordering entity of the Commonwealth or Authorized User through the Commonwealth's electronic procurement website portal <http://www.eva.virginia.gov>.

Authorized Users that are not Commonwealth Authorized Users that wish to utilize this Contract may use their own purchase order process, as long as reference is made to the contract number (i.e. Metropolitan Washington Council of Governments [MWCOC] and members of MWCOC).

- B. Charge Card: As applicable, an Authorized User may use their p-card, or any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA, that is under contract for the use by the ordering Authorized User. Contractor agrees that it shall not accept any Charge Card Order that exceeds the maximum amount (e.g., \$5,000, etc.) or any other card limitation established and authorized for use with the Contractor by an Authorized User. (applies to maintenance, repair or services equipment under \$5,000).

This ordering authority is solely limited to issuing orders for goods and/or services available under this Contract.

Note: Contractor shall report all eVA orders received for new buses (only) which have been delivered and invoiced on their semiannual sales report as shown on Attachment B "VENDOR USAGE - SEMIANNUAL SALES REPORT."

51. E-VERIFY PROGRAM

Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any Authorized User of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any Authorized User of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of its Maintain Company page from E-Verify to prove that it is enrolled in E-Verify.

52. CONTRACTUAL DISPUTES

In accordance with Section 2.2-4363 of the *Code of Virginia*, Contractual claims, whether for money or other relief, shall be submitted in writing to the applicable Authorized User no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given to such Authorized User at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The Authorized User shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

The Contractor may not invoke any available administrative procedure under Section 2.2-4365 of the *Code of Virginia* nor institute legal action prior to receipt of the Authorized User's decision on the claim, unless that Authorized User fails to render its decision within thirty (30) days. The decision of the Authorized User shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Section 2.2-4364, *Code of Virginia* or the administrative procedure authorized by Section 2.2-4365, *Code of Virginia*.

The Commonwealth of Virginia, Department of General Services, its officers, agents and employees, including, without limitation, the Contract Manager and applicable Authorized User, are executing this Contract, or issuing any orders hereunder, solely in its or their statutory and regulatory capacities as agent for the Commonwealth or Authorized User that is purchasing and receiving the Products or Services to this Contract or on the subsequent Order in question and need not be joined as a party to any dispute that may arise there under.

In the event of any breach by the Commonwealth, then Contractor's remedies shall be limited to claims for damages and *Prompt Payment Act* interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this section. In no event shall Contractor's remedies include the right to terminate any order or support services hereunder.

53. BREACH

A Contractor shall be deemed in breach of this Contract if the Contractor (a) fails to deliver goods or services on time as previously agreed upon between Contractor and Authorized User (b) fails to comply with any other term of the order or this Contract and fails to cure such noncompliance within ten (10) days (or such greater period as is acceptable to the Commonwealth following Contractor's receipt of a Show Cause Notice identifying such noncompliance; or (c) fails to provide a written response to the Commonwealth's Show Cause Notice within ten (10) days after receiving same.

The Contractor shall not be in breach of this Contract if its default was due to causes beyond the reasonable control of, and occurred without any fault or negligence on the part of, both the Contractor and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Commonwealth in its sovereign or Contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

In the event of breach, in addition to any other remedies provided by law, the Commonwealth may cancel its obligations with respect to any or all unaccepted Products or services. All costs for the return of Products shall be borne by the Contractor. In no event shall any failure by the Commonwealth or Authorized User to exercise any remedy available to it be construed as a waiver of or consent to any breach.

54. LATE DELIVERY PENALTY

Delivery of Buses is required not later than 18 months after receipt of purchase order from all districts in the Commonwealth. For other Products and Services (i.e. repair parts, kits), delivery is 30 days after receipt of order. It is understood and agreed by the Contractor that time is of the essence in the delivery of Buses. In the event Buses are not delivered by the date specified and no acceptable substitute is provided, then there will be deducted, not as a penalty but as liquidated damages, the sum of \$50 per day for each and every business day of delay beyond the time specified; except that if the delivery be delayed by any, negligence, or default on the part of the Commonwealth, public enemy, war, embargo, fire, or explosion not caused by the negligence or intentional act of the contractor or his supplier(s), or by riot, sabotage, or labor trouble that results from a cause or causes entirely beyond the control or fault of the contractor or his supplier(s), a reasonable extension of time as the procuring public body deems appropriate may be granted. Upon receipt of a written request and justification for any extension from the Contractor, DGS/DPS may extend the time for performance of the Contract or delivery of buses herein specified, at DGS/DPS's sole discretion, for good cause shown.

55. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the Commonwealth of Virginia and any Authorized User, together with its officers, agents, and employees, from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any buses, Equipment, or materials of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the negligence of the Authorized User or to failure of the Authorized User to use the buses, Equipment, or materials in the manner already and permanently described by the Contractor on the Buses, Equipment, or materials provided.

56. NON-APPROPRIATION

All funds for payment of Products or Services ordered under this Contract are subject to the availability of legislative appropriation for this purpose. In the event of non-appropriation of funds by the Legislature for items provided under this Contract, the Commonwealth or Authorized User will terminate this Contract for those Products or Services for which funds have not been appropriated. Written notice will be provided to the Contractor as soon as possible after legislative action is completed.

If any purchases are to be supported by federal funding, and such funding is not made available, then the Commonwealth or Authorized User may terminate this Contract for Products or Services dependent on such federal funds, without further obligation.

57. TERMINATION FOR CONVENIENCE

The Commonwealth shall pay the Contractor for the cost of any work already performed, and any materials used, up to the point of notice. However, the Contractor must use all reasonable efforts to defray that cost by using the bus to fulfill another customer's outstanding order, selling to a different customer, returning materials, or any other available means. If the Contractor is able to defray that cost, but the Commonwealth has already paid the Contractor, the Contractor must reimburse the Commonwealth for the amount later defrayed.

58. TERMINATION FOR DEFAULT

In case of default by a Contractor for failure to deliver or perform in accordance with the contract specifications or terms and conditions, the Commonwealth may procure the articles or services from other sources and hold the defaulting Contractor responsible for any resulting additional purchase and administrative costs. The Commonwealth will normally repurchase from the next low bidder or purchase competitively by resolicitation. If the repurchase results in increased costs to the Commonwealth, a letter will be sent to the defaulted Contractor requiring payment for additional costs. When repayment is requested, the Contractor will be removed from the mailing list until the repayment has occurred. However, in the case of default, this Contract may be canceled at any time without the contractor's consent. The Commonwealth also reserves the right to cancel all contracts with any Contractor who fails to perform for any one contract.

59. FINAL INSPECTION

At the conclusion of any Services performed, Product delivered, or for any Equipment returned under Warranty/Maintenance from the Contractor, manufacturer or depot service, or repair or replacement, the Contractor shall demonstrate to the Authorized User's representative that the Services have been fully completed or the Product is fully operational and in compliance with OEM or contract specifications, requirements, and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense, prior to final acceptance of Product or of Services provided to the Authorized User.

60. SALES AND SUPPORT SERVICE

The Commonwealth anticipates that this will be a high volume usage contract. The Contractor shall have a full time sales representative assigned to the Commonwealth to make regular calls to assist users, address problems, e-procurement concerns and other matters. The Contractor shall apprise the Commonwealth of any quality issues including recalls, upgrades, and product warnings that may affect product performance and safety. All service representatives must have on-line access to information to provide immediate response to inquiries concerning the status of orders, delivery information, back-order information, statewide contract pricing, and general product information. Representatives shall be available by phone, fax or email. Such contact information shall be provided to the Commonwealth and any ordering entities.

As necessary, Contractor shall improve their world class customer support and account management processes by adding new sales representatives, raising their quality assurance inspections per vehicle and hiring new staff engineers.

61. KITS

Each Bus shall be equipped with a First Aid kit (large size) and a Blood borne Pathogen kit.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

GILLIG LLC

BY: _____

NAME: _____
Printed

TITLE: _____

DATE: _____

COMMONWEALTH OF VIRGINIA

BY: _____

NAME: _____
Printed

TITLE: _____

DATE: _____

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

BY:

NAME: CHRISTOPHER TURNER

Printed

TITLE: EXECUTIVE VICE PRESIDENT

DATE: DECEMBER 11, 2018

COMMONWEALTH OF VIRGINIA

BY:

NAME: Donnis W. Donohue

Printed

TITLE: Contract Manager

DATE: December 11, 2018

ATTACHMENT A

PRODUCTS AND PRICING SCHEDULE

TO
CONTRACT E194-75548 MA2274
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
GILLIG LLC

Attachment "A" is hereby incorporated into and made an integral part of Contract E194-75548 MA2274 between the Commonwealth of Virginia and Gillig LLC in the event of any discrepancy between this Attachment "A" and the Contract, the provisions of the Contract shall control.

Contractor agrees to meet the requirement stated in the Commonwealth's RFP #E194-193, Section III, entitled "Statement of Needs," including all Products and Services, as applicable and as delineated in Contractor's proposal, submitted in response thereto, for the provision of Buses and all other Products and Services as delineated therein, in accordance with the following, or as otherwise stipulated in any Modification to this Contract.

I. LISTING OF PRICING OF PRODUCTS AND SERVICES (see attached)

II. LOGISTICS

A. Buses

All Bus orders shall be delivered F.O.B. Destination. Prices include all standard freight costs.

B. Small Package Maintenance & Repair Parts (as applicable)

All maintenance and repair parts shall be delivered F.O.B. Destination.

Prices shall include all standard freight cost. Additional shipping charges for rush, over-size, special orders or shipments made outside of the Commonwealth may be the responsibility of the Authorized User. Shipping costs that are specified as other than standard shipping when an order is placed shall be quoted to the Authorized User prior to shipment.

Contractor must adhere to any and all security requirements at any facilities that are served.

A packing label must be on each box to include at a minimum name, Authorized User, address, and purchase order number (as applicable). A packing list must be included with each shipment to include, at a minimum, the line item description, quantity ordered, quantity included, backordered items purchase order number and Authorized User contact (as applicable).

No minimum order limits apply.

Special order products or products ordered incorrectly by the Authorized User may incur a restocking fee if

NON -ELECTRIC BUS

PRICING SCHEDULE

GILLIG – 30FT Diesel

MASTER CONTRACT E194-75548 MA2274

Vendor Name: GILLIG LLC
 Manufacturer: GILLIG LLC
 Model: LOW FLOOR BUS
 Length / Size: 30'

PART 1, BASE BUS, STANDARD FEATURES		2018, or current model year	
A) Model Year		2018	
B) Engine (i.e. diesel) / HP		L9/290HP	
C) Transmission		D864 6	
D) Seating Capacity		23	
E) Doors		FRONT & REAR	
F) Wheelchair Locations		(2) STREETSIDE	
G) Weight		30,000 LB GVWR	
H) Alternate Fuel Options		DIESEL, CNG, HYBRID (SEE ATTACHED PRICING)	
I) Brakes		DRUM	

PART 2, BASE BUS PRICE	Purchase Qty ---- >	1 to 5	6 to 10	11 to 15	16 +
Base Price / Per Bus	\$377,517.00	\$377,517.00	\$377,517.00	\$377,517.00	\$377,517.00
Less discount for volume level	N/A	N/A	N/A	N/A	N/A
Net Price	\$377,517.00	\$377,517.00	\$377,517.00	\$377,517.00	\$377,517.00
(discount %)	N/A	N/A	N/A	N/A	N/A

PART 3, Additional Options, Upgrades (list Top 15 most requested Options)				
Description	Order Code	Price	Discount %	Net Price
SEE BASE EQUIPMENT & ALTERNATIVES PRICE SHEET				
Percent discount on all other options not listed above =	NA %			

GILLIG – 35 FT Diesel

MASTER CONTRACT E194-75548 MA2274

PRICING SCHEDULE

Vendor Name: GILLIG LLC
 Manufacturer: GILLIG LLC
 Model: LOWFLOOR BUS
 Length /Size: 35'

PART 1, BASE BUS, STANDARD FEATURES		New 2018, or current model year	
A) Model Year		2018	
B) Engine (i.e. diesel) / HP		L9/260HP	
C) Transmission		D864 G	
D) Seating Capacity		31	
E) Doors		FRONT & REAR	
F) Wheelchair Locations		(1) STREETSIDE & (1) CURBSIDE	
G) Weight		39,600 LB GVWR	
H) Alternate Fuel Options		DIESEL, CNG, HYBRID (SEE ATTACHED PRICING)	
I) Brakes		DRUM	

PART 2, BASE BUS PRICE	Purchase Qty ----->	1 to 5	6 to 10	11 to 15	16 +
Base Price / Per Bus	\$393,574.00	\$393,574.00	\$393,574.00	\$393,574.00	\$393,574.00
Less discount for volume level	N/A	N/A	N/A	N/A	N/A
Net Price	\$393,574.00	\$393,574.00	\$393,574.00	\$393,574.00	\$393,574.00
(discount %)	N/A	N/A	N/A	N/A	N/A

PART 3, Additional Options, Upgrades (list Top 15 most requested Options)				
Description	Order Code	Price	Discount %	Net Price
SEE BASE EQUIPMENT & ALTERNATIVES PRICE SHEET				
Percent discount on all other options not listed above =	NA %			

GILLIG – 40 FT Diesel

MASTER CONTRACT E194-75548 MA2274

PRICING SCHEDULE

Vendor Name: GILLIG LLC
 Manufacturer: GILLIG LLC
 Model: LOW FLOOR BUS
 Length /Size: 40'

PART 1, BASE BUS, STANDARD FEATURES	
	New 2018, or current model year.
A) Model Year	2018
B) Engine (i.e. diesel) / HP	L9280HP
C) Transmission	D864 B
D) Seating Capacity	38
E) Doors	FRONT & REAR
F) Wheelchair Locations	(1) STREETSIDE & (1) CURBSIDE
G) Weight	39,600 LB GVWR
H) Alternate Fuel Options	DIESEL, CNG, HYBRID (SEE ATTACHED PRICING)
I) Brakes	DRUM

PART 2, BASE BUS PRICE	Purchase Qty: ----->	1 to 5	6 to 10	11 to 15	16 +
Base Price / Per Bus	\$387,867.00	\$387,867.00	\$387,867.00	\$387,867.00	\$387,867.00
Less discount for volume level	N/A	N/A	N/A	N/A	N/A
Net Price	\$387,867.00	\$387,867.00	\$387,867.00	\$387,867.00	\$387,867.00
(Discount %)	N/A	N/A	N/A	N/A	N/A

PART 3, Additional Options, Upgrades (list Top 15 most requested Options)				
Description	Order Code	Price	Discount %	Net Price
SEE BASE EQUIPMENT & ALTERNATIVES PRICE SHEET				
Percent discount on all other options not listed above =	NA %			

Gillig Trolley

MASTER CONTRACT E194-75548 MA2274

PRICING SCHEDULE

TROLLEY PACKAGE OPTIONS (Additional Cost Over Base Bus Price)			
DELIVERY: Delivery is to be quoted at time of order placement for all Trolley Package Options due to the order size and make up.			
	30'	35'	40'
Base Package (Diesel)	\$62,864.00	\$70,646.00	\$78,778.00
Roof Cupola Assembly	INCLUDED	INCLUDED	INCLUDED
Solid Brass SF Cable Car Bell	INCLUDED	INCLUDED	INCLUDED
Exterior Wood Like Trim Installed On: Cupola, Front & Rear Overhang Eaves, Arches, Window Mullions, Window Sills, Rub Rails, Skirt Panels, Front & Rear Door, Front & Rear Bumper, Reference Layout.	INCLUDED	INCLUDED	INCLUDED
Interior Trim Includes Solid American White Oak Trim on: Ceiling Panel Strips, Window Tops & Sills, Overhead Passenger Light Panels, Driver's Dash Area.	INCLUDED	INCLUDED	INCLUDED
Vintage Style Vinyl Graphics: Cupola Window & Exterior Window Graphic Motifs, Standard Gold Vinyl Pinstriping, Exterior Graphics Banner Package, Interior Graphics Banner at Rear I/O Enclosure, Exterior Bus Numbers, Gold Battery Disconnect Decal, Reference Layout	INCLUDED	INCLUDED	INCLUDED
Cow Catcher	\$3,103.00	\$3,103.00	\$3,103.00
Roof Accent LED Rope Lighting	\$3,103.00	\$3,219.00	\$3,334.00
Front Center Trolley Light	\$607.00	\$607.00	\$607.00
Exterior Roof Mounted Sign Boards (CS & RS)	\$3,705.00	\$3,705.00	\$3,705.00
Front Roof Hatch Accomodations	\$812.00	\$812.00	\$812.00
Allison H40EP Compatible Cupola Package	\$8,165.00	\$8,165.00	\$8,165.00
WOODEN TROLLEY PASSENGER SEAT OPTIONS			
	Base 30' (26) Passengers	Base 35' (31) Passengers	Base 40' (38) Passengers
Vintage Style Trolley Seating; Solid American White Oak Milled Wood Slats, Bull Nose Top & Bottom Roundover Edges.	\$15,147.00	\$13,440.00	\$13,503.00
Interior Vinyl Seat Cushions	\$3,449.00	\$3,967.00	\$4,461.00

Gillig - Additional Options

Low Floor Transit Buses

Description	Order Code	Price	Discount %	Net Price

SEE BASE EQUIPMENT & ALTERNATIVES PRICE SHEET

[illegible]

Percent discount on all other options not listed above = _____ %

PROPULSION		
BASE	Cummins 17 ISL 280HP Diesel Engine with Voith D864.6 Transmission	BASE
	Philips Temro Block Heater	\$124.00
CNG SYSTEM		
		Additional Cost Over Base Diesel Bus Price
	Cummins L9N 280 HP, with (4) 85" & (4) 120" Type III Fuel Tanks (21,864 SCF)	\$55,118.00
	Cummins L9N 280 HP, with (8) 85" Type III Fuel Tanks (17,608 SCF/est. 450mi)	\$51,320.00
	Cummins L9N 280 HP, with (8) 120" Type III Fuel Tanks (25,664 SCF/est. 705mi) 35'40" only	\$59,752.00
	Add Second Fast Fuel Fill to Low Mount Position	\$832.00
BASE	Manual Fuel Tank Shut-Off Valves	BASE
ELECTRIC HYBRID DRIVE SYSTEM		
		Additional Cost Over Base Diesel Bus Price
	Allison H40EP Parallel Electric Drive System with Vanner HBA	\$232,805.00
	BAE Series HybriDrive System APS1 (NA for 30')	\$200,945.00
	BAE Series HybriDrive System APS2 (NA for 30')	\$211,167.00
	Electric Hydraulic Pump	Quote
	Electric Air Compressor	Quote
	CERTPLUS Allison H40EP	Quote
STYLING PACKAGES (base bus does not include bonded windows)		
BASE	Standard Low Floor Front Cap, Rear Cap and Engine Door Styling	BASE
	BRT Front Cap Styling Only	\$10,008.00
	BRT Front Cap, Rear Cap and Engine Door Styling	\$13,546.00
	BRT PLUS Front Cap, Rear Cap, Roof Line and Engine Door Styling	\$19,372.00
	BRT Roof Fairings, Front or Rear (each)	\$1,278.00
OIL SYSTEM		
BASE	Cummins Supplied Fleetguard	BASE
	Spinner II Auxiliary Filter	\$952.00
	Titan Probalizer OD-1014 Extraction Port (per fitting)	\$45.00
	Femco Auto Drain	\$70.00
COOLING SYSTEM		
BASE	Modine E-Cool Electric Cooling System without E-Coat	BASE
	EMP Electric Cooling System without E-Coat	\$2,229.00
	Add E-Coat to Diesel or CNG	\$852.00
	Add E-Coat to Hybrid	\$1,399.00
	Radiator Tank Guard	\$262.00
	Radiator Tank Guard, with Splash Shield	\$392.00
ALTERNATOR		
BASE	Nienhoff C803 (500 Amp for Electric Radiator)	BASE
	EMP (450 Amp for EMP Electric Radiator)	\$0.00
	Delco 50-DN+ (450 Amp for Electric Radiator)	N/A
TRANSMISSION		
BASE	Voith D864.6	BASE
	Allison B400R, GEN IV	\$3,697.00
	Allison B3400R, xFE	\$4,522.00
	Allison Fuel Sense Software	Quote
	ZF 6AP1400 ECOLIFE	\$1,607.00
	Femco Auto Drain	\$70.00
	KP Push Button	\$60.00
	Transmission Temperature Gauge (Dash or Rear Run Box)	\$51.00
	Keyed Transmission Lockout Switch on Dash	\$359.00

Alternative prices are subject to appropriate PPI increases per contract.
Confidential and Proprietary Information

<u>AXLE HUBS & SEALS</u>		
BASE	Hub Piloted Wheels	BASE
BASE	Axles with Grease Seals (per axle)	BASE
	Axles with Chicago Rawhide Oil Seals	\$0.00
	Synthetic 75W90 Gear Oil for Rear Axle	\$191.00
<u>HUBODOMETER</u>		
	Data Trac Pro 600-9999	\$86.00
	Engler (Stemco) Mechanical without Tenths and without Guard	\$80.00
	Veeder Root Mechanical without Tenths and without Guard	\$73.00
	S & A Fleetwatch 392 Electronic	\$446.00
	Hubodometer Guard	\$128.00
<u>BRAKES</u>		
BASE	S-Cam Drum Brakes with Wabco ABS System	BASE
	Automatic Traction Control	\$110.00
	Disc Brakes with Wabco ABS System	\$3,277.00
	MGM E-Stroke Brake Monitoring System for Drum Brakes	Quote
	MGM E-Stroke Brake Monitoring System for Disc Brakes	Quote
<u>WHEELS/TIRES</u>		
BASE	(6) Powder Coated White Steel Wheels	BASE
	(6) Brushed Finish Aluminum Wheels	\$1,658.00
	(6) Full Polished Finish Aluminum Wheels	\$2,130.00
	Bendix Tire Pressure Monitoring System	\$942.00
	(6) Contractor Supplied Tires	Quote
<u>STEERING SYSTEM</u>		
BASE	Douglas Steering Column (Standard Steering Column)	BASE
	TRW Easy Steer, Electric Assisted Steering Column	\$2,550.00
	VIP Textured Steering Wheel	\$74.00
<u>FUEL SYSTEM</u>		
BASE	Emco Wheaton Posi Lock 105 (Flip Cap or Twist Cap)	BASE
	Standard Gravity Fuel Fill	(\$279.00)
	Dual Fill (Curbside and Streetside) with Emco Wheaton Posi Lock 105	\$1,018.00
	Dual Fill (Curbside and Streetside) with Standard Gravity Fill	\$786.00
BASE	Standard 120gal (35' / 40') or 75gal (29' LF) Net Useable Fuel Tank	BASE
	80 gal Net Useable Split Fuel Tanks (29' LF with No Rear Door)	\$1,298.00
	Davco Fuel Pro 384, Heated	\$655.00
	Diesel Fuel Gauge on Dash	\$175.00

Alternative prices are subject to appropriate PPI increases per contract.
Confidential and Proprietary Information

REAR RUN BOX		
BASE	Electrical Gauges - Engine Oil and Coolant Temp	BASE
	Mechanical Gauges - Murphy Oil Pressure and Coolant Temperature (IPO Electric)	\$61.00 Each
	Delete Gauges	(\$51.00) Each
	Rear Hand Throttle Control	\$147.00
AIR SYSTEM		
BASE	SKF, HCY-2000 Air Dryer	BASE
BASE	Kingston Auto Drain Valve at Ping Tank	BASE
	Cole Hersee #12083 Electrical Tow Connector	\$172.00
	Curbside Rear Kneeling	\$536.00
FRAME		
	Engine Skid Protection w/Extended Tow Eyes	\$132.00
	Engine Skid Protection w/Extended Tow Eyes & 2" Thick x 2" Wide Wear Plate	\$385.00
BATTERIES		
BASE	(4) DEKA Group 31 Top Post Connections	BASE
	(2) DEKA 8D Side Lug or Top Post Connections	(\$227.00)
	(2) AGM Glass Matt 8D Side Lug or Top Post Connections	\$277.00
	(4) AGM Glass Matt Group 31 Top Post Connections	\$923.00
	KBI Super Capacitor With (2) DEKA Group 31 Batteries	\$4,752.00
	(1) Anderson 350 Jump Start Connector Located In Battery Box	\$89.00
	(1) Anderson 350 Jump Start Connector Located In Engine Compartment	\$152.00
WHEELCHAIR LIFT / RAMP		
BASE	Lift-U Ramp (LU-18), Front Door	BASE
	Lift-U Ramp (LU-18), Rear Door (Requires 48" Rear Door Selection) N/A w/29'	\$3,951.00
	Ricon SSR (6-1) Fold Over	\$523.00
	Reinforced A-Post Skid Plates (Per Side)	\$65.00
HEATING / AIR CONDITIONING		
BASE	TK T-14 w/X426 or X430, EBM Brushless Motors	BASE
	TK T-14 w/S391	\$818.00
	TK T-14 w/S616	\$1,779.00
	TK T-14 with Permanent Magnet Motors	(\$2,335.00)
	TK All-Electric HVAC - Diesel, CNG & Allison H40EP Hybrid	\$15,722.00
	TK All-Electric HVAC - Hybrid (BAE APS 2)	\$1,784.00
BASE	TK Pressure and Return Display Mounted to Unit	BASE
	Delete TK Pressure and Return Display Mounted to Unit	(\$292.00)
	MCC RM35 w/O5G, Brushless Motors	(\$3,644.00)
DRIVERS HEATERS & ADDITIONAL PASSENGER HEATERS		
BASE	MCC Drivers Heater - Brushless Motor, Fresh Air Intake, Left Foot Vent, 1/4 Turn Valves	BASE
	MCC Drivers Heater - Brush Motor, Left Foot Vent, 1/4 Turn Valves	(\$395.00)
	Front Stepwell Threshold Heater - MCC with Brushless Motor	\$331.00
	Streetside Underseat Heater - MCC with Brushless Motor	\$358.00
	Streetside Underseat Heater Mid in Theater Step - MCC with Brushless Motor	\$468.00
	Curbside Rear Stepwell Heater - MCC with Brushless Motor	\$449.00

Alternative prices are subject to appropriate PPI increases per contract.
Confidential and Proprietary Information

<u>AUXILIARY COOLANT HEATER</u>		
BASE	No Auxiliary Coolant Heater Installed	BASE
	Spheros Model Thermo 230 (80,000 btu) Coolant Heater	\$2,540.00
	Proheat Model X45 (45,000btu) Coolant Heater	\$2,540.00
	Proheat Model M80 (80,000btu) Coolant Heater	\$2,728.00
<u>DRIVER'S AUXILIARY FAN & DASH AREA</u>		
	Add (1) Drivers Fan Mounted to Dash	\$91.00
<u>REAR DOOR</u>		
BASE	34" Rear Door - Air Open / Spring Close (Full Driver's Control)	BASE
	Delete Rear Door	(\$1,329.00)
	48" or 56" Rear Door (Requires Air Open / Air Close Door)	\$2,659.00
	Vapor CLASS Control with Green LED Lamp (34" Door)	\$5,634.00
	Vapor vTouch Electronic Touch Bars with Green LED Lamp (34" Door)	\$745.00
	Vapor Electric Doors (40" front / 34" rear) Electric Open / Electric Close (Full Driver's Control)	\$4,724.00
	Exterior Air Release Front Door Control Valve	\$166.00
<u>ELECTRICAL EQUIPMENT CABINET</u>		
BASE	44" Tall with Key Lock and (2) 5/16" Square Key Locks	BASE
	44" Tall (33") with Key Lock and (2) 5/16" Square Key Locks & 11" Drivers Storage	\$123.00
	Storage Box on Curbside Forward Wheel Well (8.25"H x 20"W x 13"D)	\$481.00
<u>ADVERTISING FRAMES - EXTERIOR</u>		
BASE	Exterior, None	BASE
	Exterior, 21" X 40", Front Clear or Black Anodized, Powder Coated	\$179.00
	Exterior, 30" X 88", Curbside or Streetside	\$290.00
	Exterior, 30" X 144", Clear or Black Anodized, Powder Coated	\$342.00
	Exterior, 21" X 72", Rear	\$231.00
<u>ADVERTISING FRAMES - INTERIOR</u>		
	Interior, Innocom Schedule Racks 3' 7 5/8" X 7" X 1 1/2"	\$17.00 Each
	Interior, 22" X 21", Black, RH Load, Open Back	\$169.00
<u>PASSENGER SEATING</u>		
BASE	4ONE Gemini	BASE
BASE	Thermoplastic Grabhandles	BASE
BASE	Fiberglass (Non-Padded) Cosmetic Seat Inserts	BASE
	4ONE Aries	\$4,541.00
	4ONE Angel Seats	\$1,481.00
	4ONE CitiPro	\$1,279.00
	4ONE CitiSeats	(\$318.00)
	AMSECO Metropolitan	\$1,613.00
	AMSECO Insight	\$4,349.00
	Add FTA Docket 90A	Quote

Alternative prices are subject to appropriate PPI increases per contract.
Confidential and Proprietary Information

<u>DRIVERS SEAT</u>		
BASE	USSC 9100ALX with Headrest and 2-Point Lap Belt	BASE
	Recaro Ergo Metro with Headrest and 2-Point Belt	\$23.00
	Add Seat Cushion Alarm to Recaro Ergo Metro	\$122.00
	Add RH Armrest to Recaro Ergo Metro	\$119.00
	Add 3-Point Black Lap & Shoulder Belt	\$230.00
	Add 3-Point Orange Lap & Shoulder Belt	\$230.00
	Add Adjustable D-Ring	\$250.00
	Add Seat Belt Alarm to USSC 9100ALX	\$45.00
	Add Seat Cushion Alarm to USSC 9100ALX	\$163.00
	Add RH Armrest to USSC 9100ALX	\$50.00
<u>WHEELCHAIR SECUREMENT</u>		
BASE	4ONE J2-VPRO	BASE
BASE	AMSECO - A.R.M. System	BASE
	AMSECO - Dual Autolok	Quote
	Q'Pod Assembly	Quote
<u>PASSENGER SIGNALS</u>		
BASE	Touch Tape on Window Mullions	BASE
	Pull Cords (Neutral or Yellow) with Touch Pad at Wheelchair Location	(\$703.00)
	Stop Request Button at Rear Door Stanchion	\$64.00
	Additional Amber Stop Request Lamp Mounted on Driver's Dash	\$36.00
<u>DRIVER'S BARRIER</u>		
BASE	Wrap Around Fiberglass (35' / 40' Low Floor)	BASE
	Wrap Around Fiberglass with (3) Schedule Rack Cutouts (35' & 40' Only)	\$62.00
BASE	Flat Melamine, One Piece (29' Only)	BASE
<u>STANCHIONS & GRAB RAILS</u>		
BASE	Powdercoated Yellow Door Handles, Vertical Stanchions, Hand Rails & Modesty Panel Tubes	BASE
	SSTL Door Handles, Vertical Stanchions, Hand Rails & Modesty Panel Tubes	\$0.00
	Modesty Panel Forward of Exit Door	\$219.00
	Powdercoated Vertical Stanchions Only	\$0.00
	Vinyl Grab Straps (each)	\$20.00
	SSTL Spring Loaded Grab Handle (each)	\$126.00
<u>WINDOWS</u>		
BASE	Arow Global Standard Frame - Full Fixed	BASE
	Arow Global Standard Frame - Full Slider	\$3,807.00
	Arow Global Standard Frame - Transom	\$1,785.00
	Arow Global Hidden Frame/Bonded - Full Fixed	\$4,165.00
	Arow Global Hidden Frame/Bonded - Transom	\$6,888.00
	Dura Standard Frame - Full Fixed	\$1,340.00
	Dura Standard Frame - Full Slider	\$3,363.00
	Dura Standard Frame - Transom	\$3,179.00
	Dura Hidden Frame/Bonded - Full Fixed	\$2,567.00
	Dura Hidden Frame/Bonded - Transom	\$6,397.00
<u>HEADLAMPS</u>		
BASE	Dual (4) Halogen Headlights	BASE
	(2) Dialite LED Headlights (Low Beam Only)	\$594.00
	(4) Dialite LED Headlights (High & Low Beam)	\$1,123.00
	Dinex STAR LED Headlight System (Low Beam Only)	\$728.00

Alternative prices are subject to appropriate PPI increases per contract.
Confidential and Proprietary Information

<u>AUXILIARY EXTERIOR LAMPS</u>		
BASE	(4) 4" Round LED Tail Lights	BASE
BASE	(2) 4" Round Red LED Brake Lamps Mounted to Bottom of HVAC Door	BASE
	7" Round LED Tail Lights IPO 4"	\$0.00
	(1) Red LED "STOP" Sign Mounted to Bottom of HVAC Door	\$444.00
	(2) 4" Round Amber LED Turn Lamps Mounted to Top of HVAC Door	\$103.00
	(1) Triangle Style Amber LED Yield Sign Mounted on Streetside of HVAC Door	\$614.00
	(2) Additional Turn Signals Mounted On Each Side Of Bus (Total 4 Per Side)	\$118.00
<u>PLEASURE RADIO</u>		
BASE	None	BASE
	REI AM/FM/CD/MP3-USB/SD PLAYER.	\$368.00
<u>COMMUNICATION RADIO SYSTEM</u>		
BASE	NONE	BASE
BASE	Gillig Provide Power Circuit and Antenna Cable Only	BASE
	Customer Specific 2-Way Radio System	Quote to Spec
BASE	(1) Driver's Speaker	BASE
<u>PUBLIC ANNOUNCEMENT SYSTEM</u>		
BASE	REI Model 750040 PA System	BASE
	Clever Devices Speak Easy II	\$1,165.00
<u>INTELLIGENT VEHICLE SYSTEM (On-Board Hardware Only)</u>		
BASE	NONE	BASE
	Customer Specified ITS System	Quote to Spec
	Add Event Data Recorders (EDR)	Quote to Spec
<u>DESTINATION SIGNS</u>		
BASE	Hanover 100% Amber LED Front & Curbside Signs	BASE
	Add Hanover Amber LED Dash Sign	\$731.00
	Add Hanover Amber LED Rear Sign	\$901.00
	Luminator Gen 4 SMT 100% Amber LED Front & Curbside Signs	\$534.00
	Add Luminator Gen 4 SMT 100% Amber LED Dash Sign	\$607.00
	Add Luminator Gen 4 SMT 100% Amber LED Rear Sign	\$767.00
	Twin Vision SS3 100% Amber LED Front & Curbside Signs	\$534.00
	Add Twin Vision SS3 100% Amber LED Dash Sign	\$607.00
	Add Twin Vision SS3 100% Amber LED Rear Sign	\$767.00
BASE	Heated/Defroster for Front Sign Glazing	BASE
	Delete Heated/Defroster for Front Sign Glazing	(\$128.00)
<u>FARE COLLECTION</u>		
BASE	No Farebox, Gillig provided Power Circuit & Grounding Strap	BASE
	Farebox Guard	\$191.00
	GFI 41" High Odyssey	Quote to Spec
	GFI Cents-A-Bill with TRIM Unit	Quote to Spec
	Diamond Model RV with Spare Vault	\$2,658.00
	Diamond Model H with Spare Vault	\$1,317.00
	Diamond Model SV with Spare Vault	\$1,637.00
	Denominator Manual Passenger Counter (Rows X Tallies X \$32)	
	Globe 60090 Transfer Cutter (each)	\$64.00
BASE	LED Fare Box Lamp, Ceiling Mounted	BASE
	Delete LED Fare Box Lamp, Ceiling Mounted	(\$71.00)

Alternative prices are subject to appropriate PPI increases per contract.
Confidential and Proprietary Information

<u>FLOORING</u>		
BASE	Green Wood Plywood with RCA Rubber Flooring	BASE
	Altro Transflor	\$498.00
	Full Composite Flooring	\$2,556.00
<u>ROOF HATCHES</u>		
BASE	Rear Transpec Manual Open/Close Hatch	BASE
	Add Second Transpec Manual Hatch at Forward Position	\$324.00
	Electric Roof Hatch w/ Driver Control (per position)	\$505.00
	Upgrade Hatch to Transparent Skylight Hatch (per position, manual hatch only)	\$106.00
<u>EXTERIOR MIRRORS</u>		
BASE	B&R 10"x11", 1 Piece Flat Faced, Manual Streetside/Remote Curbside, Non-Heated	BASE
	Turn Signal Indicator On Outboard Edge Of Mirror Head (if available) Per Side	\$103.00
<u>ELECTRICAL / MULTIPLEXING</u>		
BASE	I/O Controls, Dinex G3 System	BASE
<u>DRIVERS SUN SHADES</u>		
BASE	Roller Style with Pull Cord Release	BASE
<u>FIRE SUPPRESSION & METHANE DETECTION</u>		
BASE	Amerex V25 System Fire Suppression System (Diesel, CNG & Hybrid)	BASE
	Amerex Safety Net Fire Suppression & Methane Detection System (CNG Only)	\$2,031.00
	Fogmaker Fire Suppression System	\$368.00
	Delete Amerex V25 System Fire Suppression System (Diesel Only)	(\$1,840.00)
<u>SURVEILLANCE CAMERA SYSTEMS</u>		
	REI HD8000, (6) Color Cameras, DVR & Audio	Quote to Spec
	Safety Vision SVR 4108, (6) Color Cameras, DVR & Audio	Quote to Spec
	UTC Penta, Color Cameras, DVR & Audio	Quote to Spec
	Seon Explorer TX8, Color Cameras, DVR & Audio	Quote to Spec
	Apollo Road Runner, Color Cameras, DVR & Audio	Quote to Spec
<u>BICYCLE RACKS</u>		
BASE	Not Required	BASE
	Sportworks DL2, Two Bikes, Stainless Steel	\$1,378.00
	Sportworks DL2, Two Bikes, Black Powdercoated	\$1,042.00
	Byk-Rak, Two Bikes, Stainless Steel	\$1,230.00
	Bike Rack Deployed Indicator Lamp on Driver's Dash	\$30.00
	Mounting Brackets and Pivot Plate Only	\$259.00
	Bike Rack Mounted Advertising Frame, 21" X 40"	\$280.00
<u>SAFETY EQUIPMENT</u>		
BASE	Fire Extinguisher and Safety Triangle Kit	BASE
	Twenty Four Unit First Aid Kit	BASE
	Blood Born Pathogen Kit	BASE
	Wheel Chocks (Per Set)	\$36.00

Alternative prices are subject to appropriate PPI increases per contract.
Confidential and Proprietary Information

<u>DRIVER'S DASH</u>		
BASE	Air Pressure & Speedometer	BASE
BASE	Diesel Exhaust Fluid (Required for Diesel and Hybrid)	BASE
	Hill Holder Toggle Switch	\$103.00
	Additional Gauges (each)	\$57.00
	Diesel Fuel Gauge	\$175.00
	I/O Multi Function Display (MFD)	\$3,331.00
	12v Power Port	\$113.00
	Big Gulp Cup Holder	\$36.00
	Euramatic Folding Style Cup Holder	\$25.00
	Trash Bag Holder	\$76.00
<u>ACCELERATOR / BRAKE FOOT CONTROLS</u>		
BASE	Williams Controls 41 Degree Throttle / Brake Pedal (Non Adjustable)	BASE
	Kongsberg Adjustable Throttle / Brake Pedal	\$1,155.00
<u>PAINT/DECALS</u>		
BASE	(1) Color	BASE
	Add Each Paint Pass	\$962.00
	Add Clear Coat	\$869.00
	Custom Paint and/or Decal Design	Quote to Spec
	Gilling Provide Design Services for Paint/Decal Layout	\$511.00
<u>BUS NUMBERS</u>		
BASE	(4) 4" Black 3M Exterior Numbers	BASE
BASE	(2) 4" Black 3M Interior Numbers	BASE
	Roof Numbers (Up to Four 24" High Decals)	\$128.00
<u>EXTENDED WARRANTIES</u>		
	L9 Extended Engine Coverage (3 Years/300,000 Miles)	\$5,900.00
	L9N Extended Engine Coverage (3 Years/300,000 Miles)	\$8,080.00
	B6.7 Extended Engine Coverage (3 Years/300,000 Miles)	\$4,997.00
	Allison B400R Extended Transmission Coverage (3 Years/UNL Miles)	\$2,850.00
	Voith Extended Transmission Coverage (3 Years/300,000 Miles)	\$2,198.00
	ZF Extended Transmission Coverage (3 Years/300,000 Miles)	\$2,813.00
	Allison Hybrid ETC Coverage (3 Years/300,000 Miles)	\$20,133.00
	BAE HybriDrive Extended Coverage (3 Years/300,000 Miles)	\$15,335.00
	Standard Structure & Corrosion Warranty (7 Years/350,000 Miles)	(\$256.00)

Alternative prices are subject to appropriate PPI increases per contract.
Confidential and Proprietary Information

required by the manufacturer.

Products judged by the Authorized User to be unacceptable may be rejected. All costs associated with rejection are the responsibility of the Contractor. Over-shipments will be accepted at the Authorized User's discretion. The Contractor shall be responsible for the disposition of all defective, damaged or rejected over-shipped products. Return authorization shall be provided by the Contractor within 14 calendar days of verbal notification.

III. REPORTING REQUIREMENTS

Reports are due semiannually for periods ending June 30 and December 31—for all delivered and invoiced Products and Services.

During the term of the Contract, or any renewal thereof, the Contractor agrees that the following reports shall be submitted to the Contract Officer. Failure to comply with reporting and payment requirements of this section may result in payment(s) being withheld until compliance with the plan is received and confirmed. The Authorized User or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

Reports include, but are not limited to, the following:

A. VENDOR USAGE SEMIANNUALSALES REPORT

On a semiannual basis, the Contractor shall provide the Contract Officer with reports of the total dollar volume of purchases by each Contract User. Reports shall be due no later than the 15th day of the month following the reported period (June 30th and December 31st). If the 15th of the month falls on a weekend or holiday, the report shall be due the next business day. All semiannual reports, in an unlocked spreadsheet format, shall be delivered electronically to the Contract Manager.

Failure to submit information in the required format and time may result in cancellation of the awarded contract. (ref. Attachment B: VENDOR USAGE - SEMIANNUAL SALES REPORT).

- B. On a semiannual basis, Contractor and Commonwealth will have a brief discussion regarding contract compliance, sales and any customer service issues. Discussion may include FTA changes, new products, technology and innovation forthcoming. Contractor shall provide as requested by the Commonwealth.

IV. INVOICING AND PAYMENT

A. Invoices

As applicable, all invoices shall be rendered promptly to any Authorized User after all Products and/or Services covered by the invoice have been provided. The Contractor shall invoice for Buses when they are shipped from the Gillig manufacturing plant; all other Products and Services shall be invoiced monthly in arrears. No invoice may include any cost other than those identified in the Contract or individual order referencing this Contract. Invoices shall provide at a minimum:

1. Name of Authorized User (the ordering entity)
2. Authorized User point of contact name
3. Description of the Products and/or Services provided
4. Invoice number
5. Invoice date
6. Monthly charges
7. Contract Number
8. Purchase Order Number

Contractor shall render invoices for any Authorized User in accordance with the instructions contained in the

order.

B. Methods of Payment

- i. Payment will be made in thirty (30) days or (45) days (as appropriate) after receipt of Products and/or Services or a valid invoice, whichever is later. Contractor shall submit a valid invoice to the invoice address designated in any order issued by an Authorized User in accordance with the invoice mailing instructions therein.
- ii. For valid invoices in the amount of \$5,000 or less, or any then-current charge card small dollar usage threshold, Contractor shall accept payment using the Commonwealth of Virginia's Small Purchase Charge Card (SPCC), if the SPCC card is offered for payment (applies to maintenance, repair or services equipment under \$5,000).
- iii. Payment may be made by any other duly authorized official payment method as mutually agreed upon between any Authorized User and the Contractor for maintenance, repair or services equipment under \$5,000.

C. Credit (Equipment)

Contractor shall accept and provide full credit for equipment based on the manufacturer's decision regarding such return and credit. Contractor shall act as an advocate in all instances.

V. DGS POINTS OF CONTACT

Contract Administration/Compliance
Dennis M. Donahue, Contract Officer
1111 East Broad Street
Richmond, VA 23218
Tel.: 804-786-5410
Fax: 804-786-5413
Email: dennis.donahue@dgs.virginia.gov

eVA Customer Care

Hours: 8:00 AM – 4:45 PM (Eastern) M-F
Toll Free: 866-289-7367
Outside US: 804-371-2525
Email: eVACustomerCare@DGS.Virginia.gov

VI. CONTRACTOR POINTS OF CONTACT

Primary Contact/ Invoice Questions
James Ryan, Sales
Gillig, LLC
451 Discovery Drive
Livermore, CA 94551
Tel.: 510-325-6958
Fax: 510-785-6819
Email: jim.ryan@gillig.com

VII. FTA / APTA REQUIREMENTS

For Buses delivered to Authorized Users under this Contract, Contractor shall be in compliance with the following, or any then-current, requirements established by the Federal Transit Administration (FTA) and the American Public Transportation Association (APTA), and as published on the FTA's and APTA's current website, or any-then current website existing during the term of this Contract. Examples of current requirements* are noted below.

(*Source: APTA Standard Bus Procurement Guidelines RFP, Section 5: Federal Requirements, Published May 2013.
Website: <http://www.apta.com/resources/reportsandpublications/Pages/BusParatransit.aspx>)

- R 1. Access to Records
 - FR 1.1 Local Governments
 - FR 1.2 State Governments
- FR 2 Federal Funding, Incorporation of FTA Terms and Federal Changes
- FR 3 Federal Energy Conservation Requirements
- FR 4 Civil Rights Requirements
- FR 5 No Government Obligation to Third Parties
- FR 6 Program Fraud and False or Fraudulent Statements or Related Acts
- FR 7 Suspensions and Debarment
- FR 8 Disadvantaged Business Enterprise (DBE)
- FR 9 Clean Water Requirements
- FR 10 Clean Air Requirements
- FR 11 Compliance with Federal Lobbying Policy
- FR 12 Buy America (FTA issued On September 1, 2016, policy guidance on phased increase in domestic content for manufacturers)
- FR 13 Testing of New Bus Models
- FR 14 Pre-Award and Post-Delivery Audits
- FR 15 Cargo Preference
- FR 16 Fly America
- FR 17 Contract Work Hours and Safety Standards Act

ATTACHMENT B

VENDOR USAGE - SEMIANNUAL SALES REPORT

TO
CONTRACT E194- E194-75548 MA2274
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
GILLIG, LLC

(Sample Sheet)

Contract Number	
Vendor Name	
Report Preparer Name	
Contact E-mail	
Contact Phone	
Report Start Date	
Report End Date	

Instructions:

1. Enter the contract#, your company name, contact info, and the dates covered by this report above.
2. Fill in all the cells for each line-item purchased. Follow the example shown below.
3. Please ensure correct spelling of the Agency/Institution/Public Body and Division/Department

Total Sales for Reporting Period: \$0.00

Line #	Order Date	Purchase Order Number	Agency/Institution/Public Body	Contract Item # and Description	Quantity	Unit Price	Actual Price Extended with Options
1	6/1/2017	EP756651	Department of General Services	Low Floor Transit Bus, 30ft	1	\$335,000	\$350,000

GILLIG – 30FT Diesel

PRICING SCHEDULE

Vendor Name: GILLIG LLC
 Manufacturer: GILLIG LLC
 Model: LOWFLOORBUS
 Length /Size: 30'

PART 1, BASE BUS, STANDARD FEATURES		2018, or current model year.	
A) Model Year	2018		
B) Engine (i.e. diesel) / HP	L9/280HP		
C) Transmission	D864.6		
D) Seating Capacity	23		
E) Doors	FRONT & REAR		
F) Wheelchair Locations	(2) STREETSIDE		
G) Weight	30,000 LB GVWR		
H) Alternate Fuel Options	DIESEL, CNG, HYBRID (SEE ATTACHED PRICING)		
I) Brakes	DRUM		

PART 2, BASE BUS PRICE	Purchase Qty ----->	1 to 5	6 to 10	11 to 15	16 +
Base Price / Per Bus	\$377,517.00	\$377,517.00	\$377,517.00	\$377,517.00	\$377,517.00
Less discount for volume level	N/A	N/A	N/A	N/A	N/A
Net Price	\$377,517.00	\$377,517.00	\$377,517.00	\$377,517.00	\$377,517.00
(discount %)	N/A	N/A	N/A	N/A	N/A

PART 3, Additional Options, Upgrades (list Top 15 most requested Options)				
Description	Order Code	Price	Discount %	Net Price
SEE BASE EQUIPMENT & ALTERNATIVES PRICE SHEET				
Percent discount on all other options not listed above =	NA %			

GILLIG – 35 FT Diesel

PRICING SCHEDULE

Vendor Name: GILLIG LLC
 Manufacturer: GILLIG LLC
 Model: LOW FLOOR BUS
 Length /Size: 35'

PART 1, BASE BUS, STANDARD FEATURES		New 2018, or current model year,	
A) Model Year		2018	
B) Engine (i.e. diesel) / HP		L9/280HP	
C) Transmission		D864,6	
D) Seating Capacity		31	
E) Doors		FRONT & REAR	
F) Wheelchair Locations		(1) STREETSIDE & (1) CURBSIDE	
G) Weight		39,600 LB GVWR	
H) Alternate Fuel Options		DIESEL, CNG, HYBRID (SEE ATTACHED PRICING)	
I) Brakes		DRUM	

PART 2, BASE BUS PRICE	Purchase Qty ----->	1 to 5	6 to 10	11 to 15	16 +
Base Price / Per Bus	\$383,574.00	\$383,574.00	\$383,574.00	\$383,574.00	\$383,574.00
Less discount for volume level	N/A	N/A	N/A	N/A	N/A
Net Price	\$383,574.00	\$383,574.00	\$383,574.00	\$383,574.00	\$383,574.00
(discount %)	N/A	N/A	N/A	N/A	N/A

PART 3, Additional Options, Upgrades (list Top 15 most requested Options)				
Description	Order Code	Price	Discount %	Net Price
SEE BASE EQUIPMENT & ALTERNATIVES PRICE SHEET				
Percent discount on all other options not listed above =	NA_%			

GILLIG – 40 FT Diesel

PRICING SCHEDULE

Vendor Name: GILLIG LLC
 Manufacturer: GILLIG LLC
 Model: LOW FLOOR BUS
 Length /Size: 40'

PART 1, BASE BUS, STANDARD FEATURES		New 2018, or current model year.	
A) Model Year		2018	
B) Engine (i.e. diesel) / HP		L9/280HP	
C) Transmission		D864.6	
D) Seating Capacity		38	
E) Doors		FRONT & REAR	
F) Wheelchair Locations		(1) STREETSIDE & (1) CURBSIDE	
G) Weight		39,600 LB GVWR	
H) Alternate Fuel Options		DIESEL, CNG, HYBRID (SEE ATTACHED PRICING)	
I) Brakes		DRUM	

PART 2, BASE BUS PRICE					
	Purchase Qty ---->	1 to 5	6 to 10	11 to 15	16 +
Base Price / Per Bus	\$387,867.00	\$387,867.00	\$387,867.00	\$387,867.00	\$387,867.00
Less discount for volume level	N/A	N/A	N/A	N/A	N/A
Net Price	\$387,867.00	\$387,867.00	\$387,867.00	\$387,867.00	\$387,867.00
(discount %)	N/A	N/A	N/A	N/A	N/A

PART 3, Additional Options, Upgrades (list Top 15 most requested Options)				
Description	Order Code	Price	Discount %	Net Price
SEE BASE EQUIPMENT & ALTERNATIVES PRICE SHEET				
Percent discount on all other options not listed above =	NA %			

GILLIG – 35 FT Electric

PRICING SCHEDULE

Vendor Name: GILLIG LLC
 Manufacturer: GILLIG LLC
 Model: LOW FLOOR BUS
 Length /Size: 35'

PART 1, BASE BUS, STANDARD FEATURES		New 2018, or current model year.	
A) Model Year		2018	
B) Engine (i.e. diesel) / HP		ELECTRIC	
C) Transmission		N/A	
D) Seating Capacity		31	
E) Doors		FRONT & REAR	
F) Wheelchair Locations		(1) STREETSIDE & (1) CURBSIDE	
G) Weight		44760 LB GVWR	
H) Alternate Fuel Options			
I) Brakes		DISC	

PART 2, BASE BUS PRICE	Purchase Qty ---->	1 to 5	6 to 10	11 to 15	16 +
Base Price / Per Bus	\$791,289.00	\$791,289.00	\$791,289.00	\$791,289.00	\$791,289.00
Less discount for volume level	N/A	N/A	N/A	N/A	N/A
Net Price	\$791,289.00	\$791,289.00	\$791,289.00	\$791,289.00	\$791,289.00
(discount %)	N/A	N/A	N/A	N/A	N/A

PART 3, Additional Options, Upgrades (list Top 15 most requested Options)					
Description	Order Code	Price	Discount %	Net Price	
SEE BASE EQUIPMENT & ALTERNATIVES PRICE SHEET					
Percent discount on all other options not listed above =	NA_%				

DELIVERY SCHEDULE TO BE DISCUSSED AT TIME OF ORDER PLACEMENT AND QUANTITY DETERMINATION.

GILLIG – 40 FT Electric

PRICING SCHEDULE

Vendor Name: GILLIG LLC
 Manufacturer: GILLIG LLC
 Model: LOW FLOOR BUS
 Length /Size: 40'

PART 1, BASE BUS, STANDARD FEATURES	New 2018, or current model year.		
A) Model Year	2018		
B) Engine (i.e. diesel) / HP	ELECTRIC		
C) Transmission	N/A		
D) Seating Capacity	38		
E) Doors	FRONT & REAR		
F) Wheelchair Locations	(1) STREETSIDE & (1) CURBSIDE		
G) Weight	44760 LB GVWR		
H) Alternate Fuel Options			
I) Brakes	DISC		

PART 2, BASE BUS PRICE	Purchase Qty ----- >	1 to 5	6 to 10	11 to 15	16 +
Base Price / Per Bus	\$795,489.00	\$795,489.00	\$795,489.00	\$795,489.00	\$795,489.00
Less discount for volume level	N/A	N/A	N/A	N/A	N/A
Net Price	\$795,489.00	\$795,489.00	\$795,489.00	\$795,489.00	\$795,489.00
(discount %)	N/A	N/A	N/A	N/A	N/A

PART 3, Additional Options, Upgrades (list Top 15 most requested Options)				
Description	Order Code	Price	Discount %	Net Price
SEE BASE EQUIPMENT & ALTERNATIVES PRICE SHEET				
Percent discount on all other options not listed above =	NA %			

DELIVERY SCHEDULE TO BE DISCUSSED AT TIME OF ORDER PLACEMENT AND QUANTITY DETERMINATION.

Trolley Price Sheet

TROLLEY PACKAGE OPTIONS (Additional Cost Over Base Bus Price)			
<u>DELIVERY: Delivery is to be quoted at time of order placement for all Trolley Package Options due to the order size and make up.</u>			
	30'	35'	40'
Base Package (Diesel)	\$62,864.00	\$70,646.00	\$78,778.00
Roof Cupola Assembly	INCLUDED	INCLUDED	INCLUDED
Solid Brass SF Cable Car Bell	INCLUDED	INCLUDED	INCLUDED
<u>Exterior Wood Like Trim Installed On:</u> Cupola, Front & Rear Overhang Eaves, Arches, Window Mullions, Window Sills, Rub Rails, Skirt Panels, Front & Rear Door, Front & Rear Bumper. Reference Layout.	INCLUDED	INCLUDED	INCLUDED
<u>Interior Trim Includes Solid American White Oak Trim on:</u> Ceiling Panel Strips, Window Tops & Sills, Overhead Passenger Light Panels, Driver's Dash Area.	INCLUDED	INCLUDED	INCLUDED
<u>Vintage Style Vinyl Graphics:</u> Cupola Window & Exterior Window Graphic Motifs, Standard Gold Vinyl Pinstriping, Exterior Graphics Banner Package, Interior Graphics Banner at Rear I/O Enclosure, Exterior Bus Numbers, Gold Battery Disconnect Decal. Reference Layout	INCLUDED	INCLUDED	INCLUDED
Cow Catcher	\$3,103.00	\$3,103.00	\$3,103.00
Roof Accent LED Rope Lighting	\$3,103.00	\$3,219.00	\$3,334.00
Front Center Trolley Light	\$607.00	\$607.00	\$607.00
Exterior Roof Mounted Sign Boards (CS & RS)	\$3,705.00	\$3,705.00	\$3,705.00
Front Roof Hatch Accomodations	\$812.00	\$812.00	\$812.00
Allison H40EP Compatible Cupola Package	\$8,165.00	\$8,165.00	\$8,165.00
<u>WOODEN TROLLEY PASSENGER SEAT OPTIONS</u>			
	Base 30' (26) Passengers	Base 35' (31) Passengers	Base 40' (38) Passengers
Vintage Style Trolley Seating; Solid American White Oak Milled Wood Slats, Bull Nose Top & Bottom Roundover Edges.	\$15,147.00	\$13,440.00	\$13,503.00
Interior Vinyl Seat Cushions	\$3,449.00	\$3,967.00	\$4,461.00

Gillig - Additional Options

Low Floor Transit Buses

Description	Order Code	Price	Discount %	Net Price

SEE BASE EQUIPMENT & ALTERNATIVES PRICE SHEET

[illegible]

Percent discount on all other options not listed above = _____ %

PROPULSION		
BASE	Cummins '17 ISL 280HP Diesel Engine with Voith D864.6 Transmission	BASE
	Philips Temro Block Heater	\$124.00
CNG SYSTEM		
		Additional Cost Over Base Diesel Bus Price
	Cummins L9N 280 HP, with (4) 85" & (4) 120" Type III Fuel Tanks (21,664 SCF)	\$55,118.00
	Cummins L9N 280 HP, with (8) 85" Type III Fuel Tanks (17,608 SCF/est.450mi)	\$51,320.00
	Cummins L9N 280 HP, with (8) 120" Type III Fuel Tanks (25,664 SCF/est.705mi) 35'/40' only	\$59,752.00
	Add Second Fast Fuel Fill to Low Mount Position	\$832.00
BASE	Manual Fuel Tank Shut-Off Valves	BASE
ELECTRIC HYBRID DRIVE SYSTEM		
		Additional Cost Over Base Diesel Bus Price
	Allison H40EP Parallel Electric Drive System with Vanner HBA	\$232,605.00
	BAE Series HybriDrive System APS1 (NA for 30')	\$200,945.00
	BAE Series HybriDrive System APS2 (NA for 30')	\$211,167.00
	Electric Hydraulic Pump	Quote
	Electric Air Compressor	Quote
	CERTPLUS Allison H40EP	Quote
STYLING PACKAGES (base bus does not include bonded windows)		
BASE	Standard Low Floor Front Cap, Rear Cap and Engine Door Styling	BASE
	BRT Front Cap Styling Only	\$10,008.00
	BRT Front Cap, Rear Cap and Engine Door Styling	\$13,546.00
	BRT PLUS Front Cap, Rear Cap, Roof Line and Engine Door Styling	\$19,372.00
	BRT Roof Fairings, Front or Rear (each)	\$1,278.00
OIL SYSTEM		
BASE	Cummins Supplied Fleetguard	BASE
	Spinner II Auxiliary Filter	\$952.00
	Titan Probalizer OD-1014 Extraction Port (per fitting)	\$45.00
	Femco Auto Drain	\$70.00
COOLING SYSTEM		
BASE	Modine E-Cool Electric Cooling System without E-Coat	BASE
	EMP Electric Cooling System without E-Coat	\$2,229.00
	Add E-Coat to Diesel or CNG	\$852.00
	Add E-Coat to Hybrid	\$1,399.00
	Radiator Tank Guard	\$262.00
	Radiator Tank Guard, with Splash Shield	\$392.00
ALTERNATOR		
BASE	Niehoff C803 (500 Amp for Electric Radiator)	BASE
	EMP (450 Amp for EMP Electric Radiator)	\$0.00
	Delco 50-DN+ (450 Amp for Electric Radiator)	N/A
TRANSMISSION		
BASE	Voith D864.6	BASE
	Allison B400R, GEN IV	\$3,697.00
	Allison B3400R, xFE	\$4,522.00
	Allison Fuel Sense Software	Quote
	ZF 6AP1400 ECOLIFE	\$1,607.00
	Femco Auto Drain	\$70.00
	KP Push Button	\$60.00
	Transmission Temperature Gauge (Dash or Rear Run Box)	\$51.00
	Keyed Transmission Lockout Switch on Dash	\$359.00

Alternative prices are subject to appropriate PPI increases per contract.
Confidential and Proprietary Information

AXLE HUBS & SEALS		
BASE	Hub Piloted Wheels	BASE
BASE	Axles with Grease Seals (per axle)	BASE
	Axles with Chicago Rawhide Oil Seals	\$0.00
	Synthetic 75W90 Gear Oil for Rear Axle	\$191.00
HUBODOMETER		
	Data Trac Pro 600-9999	\$86.00
	Engler (Stemco) Mechanical without Tenths and without Guard	\$80.00
	Veeder Root Mechanical without Tenths and without Guard	\$73.00
	S & A Fleetwatch 392 Electronic	\$446.00
	Hubodometer Guard	\$128.00
BRAKES		
BASE	S-Cam Drum Brakes with Wabco ABS System	BASE
	Automatic Traction Control	\$110.00
	Disc Brakes with Wabco ABS System	\$3,277.00
	MGM E-Stroke Brake Monitoring System for Drum Brakes	Quote
	MGM E-Stroke Brake Monitoring System for Disc Brakes	Quote
WHEELS/TIRES		
BASE	(6) Powder Coated White Steel Wheels	BASE
	(6) Brushed Finish Aluminum Wheels	\$1,658.00
	(6) Full Polished Finish Aluminum Wheels	\$2,130.00
	Bendix Tire Pressure Monitoring System	\$942.00
	(6) Contractor Supplied Tires	Quote
STEERING SYSTEM		
BASE	Douglas Steering Column (Standard Steering Column)	BASE
	TRW Easy Steer, Electric Assisted Steering Column	\$2,550.00
	VIP Textured Steering Wheel	\$74.00
FUEL SYSTEM		
BASE	Emco Wheaton Posi Lock 105 (Flip Cap or Twist Cap)	BASE
	Standard Gravity Fuel Fill	(\$279.00)
	Dual Fill (Curbside and Streetside) with Emco Wheaton Posi Lock 105	\$1,018.00
	Dual Fill (Curbside and Streetside) with Standard Gravity Fill	\$786.00
BASE	Standard 120gal (35' x 40') or 75gal (29' LF) Net Useable Fuel Tank	BASE
	80 gal Net Useable Split Fuel Tanks (29' LF with No Rear Door)	\$1,298.00
	Davco Fuel Pro 384, Heated	\$655.00
	Diesel Fuel Gauge on Dash	\$175.00

Alternative prices are subject to appropriate PPI increases per contract.
Confidential and Proprietary Information

REAR RUN BOX		
BASE	Electrical Gauges - Engine Oil and Coolant Temp	BASE
	Mechanical Gauges - Murphy Oil Pressure and Coolant Temperature (IPO Electric)	\$61.00 Each
	Delete Gauges	(\$51.00) Each
	Rear Hand Throttle Control	\$147.00
AIR SYSTEM		
BASE	SKF, HCT-2000 Air Dryer	BASE
BASE	Kingston Auto Drain Valve at Ping Tank	BASE
	Cole Hersee #12063 Electrical Tow Connector	\$172.00
	Curbside Rear Kneeling	\$536.00
FRAME		
	Engine Skid Protection w/Extended Tow Eyes	\$132.00
	Engine Skid Protection w/Extended Tow Eyes & 2" Thick x 2" Wide Wear Plate	\$385.00
BATTERIES		
BASE	(4) DEKA Group 31 Top Post Connections	BASE
	(2) DEKA 8D Side Lug or Top Post Connections	(\$227.00)
	(2) AGM Glass Matt 8D Side Lug or Top Post Connections	\$277.00
	(4) AGM Glass Matt Group 31 Top Post Connections	\$923.00
	KBI Super Capacitor With (2) DEKA Group 31 Batteries	\$4,752.00
	(1) Anderson 350 Jump Start Connector Located In Battery Box	\$89.00
	(1) Anderson 350 Jump Start Connector Located In Engine Compartment	\$152.00
WHEELCHAIR LIFT / RAMP		
BASE	Lift-U Ramp (LU-18), Front Door	BASE
	Lift-U Ramp (LU-18), Rear Door (Requires 48" Rear Door Selection) N/A w/29'	\$3,951.00
	Ricon SSR (6:1) Fold Over	\$523.00
	Reinforced A-Post Skid Plates (Per Side)	\$68.00
HEATING / AIR CONDITIONING		
BASE	TK T-14 w/X426 or X430, EBM Brushless Motors	BASE
	TK T-14 w/S391	\$818.00
	TK T-14 w/S616	\$1,779.00
	TK T-14 with Permanent Magnet Motors	(\$2,335.00)
	TK All-Electric HVAC - Diesel, CNG & Allison H40EP Hybrid	\$15,722.00
	TK All-Electric HVAC - Hybrid (BAE APS 2)	\$1,784.00
BASE	TK Pressure and Return Display Mounted to Unit	BASE
	Delete TK Pressure and Return Display Mounted to Unit	(\$292.00)
	MCC RM35 w/O5G, Brushless Motors	(\$3,644.00)
DRIVERS HEATERS & ADDITIONAL PASSENGER HEATERS		
BASE	MCC Drivers Heater - Brushless Motor, Fresh Air Intake, Left Foot Vent, 1/4 Turn Valves	BASE
	MCC Drivers Heater - Brush Motor, Left Foot Vent, 1/4 Turn Valves	(\$395.00)
	Front Stepwell Threshold Heater - MCC with Brushless Motor	\$331.00
	Streetside Underseat Heater - MCC with Brushless Motor	\$358.00
	Streetside Underseat Heater Mtd in Theater Step - MCC with Brushless Motor	\$468.00
	Curbside Rear Stepwell Heater - MCC with Brushless Motor	\$449.00

Alternative prices are subject to appropriate PPI increases per contract.
Confidential and Proprietary Information

AUXILIARY COOLANT HEATER		
BASE	No Auxiliary Coolant Heater Installed	BASE
	Spheros Model Thermo 230 (80,000 btu) Coolant Heater	\$2,540.00
	Proheat Model X45 (45,000btu) Coolant Heater	\$2,540.00
	Proheat Model M80 (80,000btu) Coolant Heater	\$2,728.00
DRIVER'S AUXILIARY FAN & DASH AREA		
	Add (1) Drivers Fan Mounted to Dash	\$91.00
REAR DOOR		
BASE	34" Rear Door - Air Open / Spring Close (Full Driver's Control)	BASE
	Delete Rear Door	(\$1,329.00)
	48" or 56" Rear Door (Requires Air Open / Air Close Door)	\$2,659.00
	Vapor CLASS Control with Green LED Lamp (34" Door)	\$5,634.00
	Vapor vTouch Electronic Touch Bars with Green LED Lamp (34" Door)	\$745.00
	Vapor Electric Doors (40" front / 34" rear) Electric Open / Electric Close (Full Driver's Control)	\$4,724.00
	Exterior Air Release Front Door Control Valve	\$166.00
ELECTRICAL EQUIPMENT CABINET		
BASE	44" Tall with Key Lock and (2) 5/16" Square Key Locks	BASE
	44" Tall (33") with Key Lock and (2) 5/16" Square Key Locks & 11" Drivers Storage	\$123.00
	Storage Box on Curbside Forward Wheel Well (8.25"H x 20"W x 13"D)	\$481.00
ADVERTISING FRAMES - EXTERIOR		
BASE	Exterior, None	BASE
	Exterior, 21" X 40", Front Clear or Black Anodized, Powder Coated	\$179.00
	Exterior, 30" X 88", Curbside or Streetside	\$290.00
	Exterior, 30" X 144", Clear or Black Anodized, Powder Coated	\$342.00
	Exterior, 21" X 72", Rear	\$231.00
ADVERTISING FRAMES - INTERIOR		
	Interior, Innocom Schedule Racks 3.75" X 7" X 1.5"	\$17.00 Each
	Interior, 22" X 21", Black, RH Load, Open Back	\$169.00
PASSENGER SEATING		
BASE	4ONE Gemini	BASE
BASE	Thermoplastic Grabhandles	BASE
BASE	Fiberglass (Non-Padded) Cosmetic Seat Inserts	BASE
	4ONE Aries	\$4,541.00
	4ONE Angel Seats	\$1,481.00
	4ONE CitiPro	\$1,279.00
	4ONE CitiSeats	(\$318.00)
	AMSECO Metropolitan	\$1,613.00
	AMSECO Insight	\$4,349.00
	Add FTA Docket 90A	Quote

Alternative prices are subject to appropriate PPI increases per contract.
Confidential and Proprietary Information

<u>DRIVERS SEAT</u>		
BASE	USSC 9100ALX with Headrest and 2-Point Lap Belt	BASE
	Recaro Ergo Metro with Headrest and 2-Point Belt	\$23.00
	Add Seat Cushion Alarm to Recaro Ergo Metro	\$122.00
	Add RH Armrest to Recaro Ergo Metro	\$119.00
	Add 3-Point Black Lap & Shoulder Belt	\$230.00
	Add 3-Point Orange Lap & Shoulder Belt	\$230.00
	Add Adjustable D-Ring	\$250.00
	Add Seat Belt Alarm to USSC 9100ALX	\$45.00
	Add Seat Cushion Alarm to USSC 9100ALX	\$163.00
	Add RH Armrest to USSC 9100ALX	\$50.00
<u>WHEELCHAIR SECUREMENT</u>		
BASE	4ONE J2-VPRO	BASE
BASE	AMSECO - A.R.M. System	BASE
	AMSECO - Dual Autolok	Quote
	Q'Pod Assembly	Quote
<u>PASSENGER SIGNALS</u>		
BASE	Touch Tape on Window Mullions	BASE
	Pull Cords (Neutral or Yellow) with Touch Pad at Wheelchair Location	(\$703.00)
	Stop Request Button at Rear Door Stanchion	\$64.00
	Additional Amber Stop Request Lamp Mounted on Driver's Dash	\$36.00
<u>DRIVER'S BARRIER</u>		
BASE	Wrap Around Fiberglass (35' / 40' Low Floor)	BASE
	Wrap Around Fiberglass with (3) Schedule Rack Cutouts (35' & 40' Only)	\$62.00
BASE	Flat Melamine, One Piece (29' Only)	BASE
<u>STANCHIONS & GRAB RAILS</u>		
BASE	Powdercoated Yellow Door Handles, Vertical Stanchions, Hand Rails & Modesty Panel Tubes	BASE
	SSTL Door Handles, Vertical Stanchions, Hand Rails & Modesty Panel Tubes	\$0.00
	Modesty Panel Forward of Exit Door	\$219.00
	Powdercoated Vertical Stanchions Only	\$0.00
	Vinyl Grab Straps (each)	\$20.00
	SSTL Spring Loaded Grab Handle (each)	\$126.00
<u>WINDOWS</u>		
BASE	Arow Global Standard Frame - Full Fixed	BASE
	Arow Global Standard Frame - Full Slider	\$3,807.00
	Arow Global Standard Frame - Transom	\$1,785.00
	Arow Global Hidden Frame/Bonded - Full Fixed	\$4,165.00
	Arow Global Hidden Frame/Bonded - Transom	\$6,888.00
	Dura Standard Frame - Full Fixed	\$1,340.00
	Dura Standard Frame - Full Slider	\$3,353.00
	Dura Standard Frame - Transom	\$3,179.00
	Dura Hidden Frame/Bonded - Full Fixed	\$2,567.00
	Dura Hidden Frame/Bonded - Transom	\$8,397.00
<u>HEADLAMPS</u>		
BASE	Dual (4) Halogen Headlights	BASE
	(2) Dialite LED Headlights (Low Beam Only)	\$594.00
	(4) Dialite LED Headlights (High & Low Beam)	\$1,123.00
	Dinex STAR LED Headlight System (Low Beam Only)	\$728.00

Alternative prices are subject to appropriate PPI increases per contract.
Confidential and Proprietary Information

AUXILIARY EXTERIOR LAMPS		
BASE	(4) 4" Round LED Tail Lights	BASE
BASE	(2) 4" Round Red LED Brake Lamps Mounted to Bottom of HVAC Door	BASE
	7" Round LED Tail Lights IPO 4"	\$0.00
	(1) Red LED "STOP" Sign Mounted to Bottom of HVAC Door	\$444.00
	(2) 4" Round Amber LED Turn Lamps Mounted to Top of HVAC Door	\$103.00
	(1) Triangle Style Amber LED Yield Sign Mounted on Streetside of HVAC Door	\$614.00
	(2) Additional Turn Signals Mounted On Each Side Of Bus (Total 4 Per Side)	\$118.00
PLEASURE RADIO		
BASE	None	BASE
	REI AM/FM/CD/MP3-USB/SD PLAYER,	\$388.00
COMMUNICATION RADIO SYSTEM		
BASE	NONE	BASE
BASE	Gillig Provide Power Circuit and Antenna Cable Only	BASE
	Customer Specific 2-Way Radio System	Quote to Spec
BASE	(1) Driver's Speaker	BASE
PUBLIC ANNOUNCEMENT SYSTEM		
BASE	REI Model 750040 PA System	BASE
	Clever Devices Speak Easy II	\$1,165.00
INTELLIGENT VEHICLE SYSTEM (On-Board Hardware Only)		
BASE	NONE	BASE
	Customer Specified ITS System	Quote to Spec
	Add Event Data Recorders (EDR)	Quote to Spec
DESTINATION SIGNS		
BASE	Hanover 100% Amber LED Front & Curbside Signs	BASE
	Add Hanover Amber LED Dash Sign	\$731.00
	Add Hanover Amber LED Rear Sign	\$901.00
	Luminator Gen 4 SMT 100% Amber LED Front & Curbside Signs	\$534.00
	Add Luminator Gen 4 SMT 100% Amber LED Dash Sign	\$607.00
	Add Luminator Gen 4 SMT 100% Amber LED Rear Sign	\$767.00
	Twin Vision SS3 100% Amber LED Front & Curbside Signs	\$534.00
	Add Twin Vision SS3 100% Amber LED Dash Sign	\$607.00
	Add Twin Vision SS3 100% Amber LED Rear Sign	\$767.00
BASE	Heated/Defroster for Front Sign Glazing	BASE
	Delete Heated/Defroster for Front Sign Glazing	(\$128.00)
FARE COLLECTION		
BASE	No Farebox, Gillig provided Power Circuit & Grounding Strap	BASE
	Farebox Guard	\$191.00
	GFI 41" High Odyssey	Quote to Spec
	GFI Cents-A-Bill with TRIM Unit	Quote to Spec
	Diamond Model RV with Spare Vault	\$2,658.00
	Diamond Model H with Spare Vault	\$1,317.00
	Diamond Model SV with Spare Vault	\$1,637.00
	Denominator Manual Passenger Counter (Rows X Tallies X \$32)	
	Globe 60090 Transfer Cutter (each)	\$64.00
BASE	LED Fare Box Lamp, Ceiling Mounted	BASE
	Delete LED Fare Box Lamp, Ceiling Mounted	(\$71.00)

Alternative prices are subject to appropriate PPI increases per contract.
Confidential and Proprietary Information

FLOORING		
BASE	Green Wood Plywood with RCA Rubber Flooring	BASE
	Altro Transflor	\$498.00
	Full Composite Flooring	\$2,556.00
ROOF HATCHES		
BASE	Rear Transpec Manual Open/Close Hatch	BASE
	Add Second Transpec Manual Hatch at Forward Position	\$324.00
	Electric Roof Hatch w/ Driver Control (per position)	\$505.00
	Upgrade Hatch to Transparent Skylight Hatch (per position, manual hatch only)	\$106.00
EXTERIOR MIRRORS		
BASE	B&R 10"x11", 1 Piece Flat Faced, Manual Streetside/Remote Curbside, Non-Heated	BASE
	Turn Signal Indicator On Outboard Edge Of Mirror Head (if available) Per Side	\$103.00
ELECTRICAL / MULTIPLEXING		
BASE	I/O Controls, Dinex G3 System	BASE
DRIVERS SUN SHADES		
BASE	Roller Style with Pull Cord Release	BASE
FIRE SUPPRESSION & METHANE DETECTION		
BASE	Amerex V25 System Fire Suppression System (Diesel, CNG & Hybrid)	BASE
	Amerex Safety Net Fire Suppression & Methane Detection System (CNG Only)	\$2,031.00
	Fogmaker Fire Suppression System	\$368.00
	Delete Amerex V25 System Fire Suppression System (Diesel Only)	(\$1,840.00)
SURVEILLANCE CAMERA SYSTEMS		
	REI HD8000, (6) Color Cameras, DVR & Audio	Quote to Spec
	Safety Vision SVR 4108, (6) Color Cameras, DVR & Audio	Quote to Spec
	UTC Penta, Color Cameras, DVR & Audio	Quote to Spec
	Seon Explorer TX8, Color Cameras, DVR & Audio	Quote to Spec
	Apollo Road Runner, Color Cameras, DVR & Audio	Quote to Spec
BICYCLE RACKS		
BASE	Not Required	BASE
	Sportworks DL2, Two Bikes, Stainless Steel	\$1,378.00
	Sportworks DL2, Two Bikes, Black Powdercoated	\$1,042.00
	Byk-Rak, Two Bikes, Stainless Steel	\$1,230.00
	Bike Rack Deployed Indicator Lamp on Driver's Dash	\$30.00
	Mounting Brackets and Pivot Plate Only	\$259.00
	Bike Rack Mounted Advertising Frame, 21" X 40"	\$280.00
SAFETY EQUIPMENT		
BASE	Fire Extinguisher and Safety Triangle Kit	BASE
	Twenty Four Unit First Aid Kit	BASE
	Blood Born Pathogen Kit	BASE
	Wheel Chocks (Per Set)	\$36.00

Alternative prices are subject to appropriate PPI increases per contract.
Confidential and Proprietary Information

DRIVER'S DASH		
BASE	Air Pressure & Speedometer	BASE
BASE	Diesel Exhaust Fluid (Required for Diesel and Hybrid)	BASE
	Hill Holder Toggle Switch	\$103.00
	Additional Gauges (each)	\$51.00
	Diesel Fuel Gauge	\$175.00
	I/O Multi Function Display (MFD)	\$3,331.00
	12v Power Port	\$113.00
	Big Gulp Cup Holder	\$36.00
	Euramatic Folding Style Cup Holder	\$25.00
	Trash Bag Holder	\$76.00
ACCELERATOR / BRAKE FOOT CONTROLS		
BASE	Williams Controls 41 Degree Throttle / Brake Pedal (Non Adjustable)	BASE
	Kongsberg Adjustable Throttle / Brake Pedal	\$1,155.00
PAINT/DECALS		
BASE	(1) Color	BASE
	Add Each Paint Pass	\$962.00
	Add Clear Coat	\$869.00
	Custom Paint and/or Decal Design	Quote to Spec
	Gillig Provide Design Services for Paint/Decal Layout	\$511.00
BUS NUMBERS		
BASE	(4) 4" Black 3M Exterior Numbers	BASE
BASE	(2) 4" Black 3M Interior Numbers	BASE
	Roof Numbers (Up to Four 24" High Decals)	\$128.00
EXTENDED WARRANTIES		
	L9 Extended Engine Coverage (3 Years/300,000 Miles)	\$5,900.00
	L9N Extended Engine Coverage (3 Years/300,000 Miles)	\$8,080.00
	B6.7 Extended Engine Coverage (3 Years/300,000 Miles)	\$4,997.00
	Allison B400R Extended Transmission Coverage (3 Years/UNL Miles)	\$2,850.00
	Voith Extended Transmission Coverage (3 Years/300,000 Miles)	\$2,198.00
	ZF Extended Transmission Coverage (3 Years/300,000 Miles)	\$2,813.00
	Allison Hybrid ETC Coverage (3 Years/300,000 Miles)	\$20,133.00
	BAE HybriDrive Extended Coverage (3 Years/300,000 Miles)	\$15,335.00
	Standard Structure & Corrosion Warranty (7 Years/350,000 Miles)	(\$256.00)

Alternative prices are subject to appropriate PPI increases per contract.
Confidential and Proprietary Information

PRICE VARIANCE
2/11/2019
DECATUR, IL OFF THE STATE OF VIRGINIA CONTRACT
(14) 30' LOW FLOOR BUSES, SN: TBD

ITEM	STATE OF VIRGINIA	DECATUR, IL	VARIANCE
BRT STYLING PACKAGE	NOT INCLUDED	NOT REQUIRED	-
ENGINE	CUMMINS ISL, 280 HP	CUMMINS L9, 280 HP	-
AUXILIARY ENGINE OIL FILTER	NOT INCLUDED	NOT REQUIRED	-
COOLANT FILTER (FOR NON-HYBRIDS)	STD FLEETGUARD	STD FLEETGUARD	-
ENGINE FUEL FILTER	STD FLEETGUARD	DAVCO HEATED	655.00
STARTER	DELCO MT-42	DELCO MT-42	-
AIR RESTRICTION INDICATOR	DONALDSON INFORMER RBX00-2277	DONALDSON INFORMER RBX00-2277	-
ENGINE BLOCK HEATER	NOT INCLUDED	NOT REQUIRED	-
RADIATOR	MODINE E-FAN (ELECTRIC)	MODINE E-FAN (ELECTRIC)	-
E-COAT RAD/CAC, HYD COOLER	NOT INCLUDED	REQUIRED	852.00
RADIATOR TANK GUARD	NOT INCLUDED	NOT REQUIRED	-
ALTERNATOR	NIEHOFF C803 (500 AMP)	NIEHOFF C803 (500 AMP)	-
ENGINE OIL EXTRACTOR PORT	NOT INCLUDED	NOT REQUIRED	-
TRANSMISSION	VOITH D864.6	ALLISON B400R	3,697.00
FUEL SENSE SOFTWARE	NOT INCLUDED	REQUIRED (BUDGETARY)	600.00
TRANS OIL EXTRACTOR PORT	NOT INCLUDED	NOT REQUIRED	-
BRAKES	DRUM, W/S-CAM	DRUM, W/S-CAM	-
AXLE HUB SEALS	GREASE SEALS	C/R OIL SEALS	-
WHEEL MOUNTING	HUB PILOTED	HUB PILOTED	-
HUBODOMETER	NOT INCLUDED	VEEDER ROOT	73.00
AUTO TRACTION CONTROL	NOT INCLUDED	REQUIRED	110.00
WHEELS	(6) POWDER COATED STEEL WHEELS	(7) POWDER COATED STEEL WHEELS	110.00
TIRES	CUSTOMER FURNISHED	CUSTOMER FURNISHED	-
ELECTRIC STEERING ASSIST	NOT INCLUDED	NOT REQUIRED	-
FUEL FILL	EMCO WHEATON. POSI-LOCK FLIP CAP	EMCO WHEATON. POSI-LOCK FLIP CAP	-
FUEL GAUGE	NOT INCLUDED	NOT REQUIRED	-
REAR RUN BOX OIL & TEMP GAUGES	ELECTRICAL	MECHANICAL	122.00
REAR HAND THROTTLE	NOT INCLUDED	NOT REQUIRED	-
ELECTRICAL TOW CONNECTION	NOT INCLUDED	NOT REQUIRED	-
BATTERIES	(4) GROUP 31	(2) 8D DEKA	(227.00)
FRONT BATTERY JUMP START CONN	NOT INCLUDED	NOT REQUIRED	-
REAR BATTERY JUMP START CONN	NOT INCLUDED	REQUIRED	152.00
ENGINE SKID PROTECTION	NOT INCLUDED	NOT REQUIRED	-
A-POST SKID PLATES	NOT INCLUDED	NOT REQUIRED	-
WHEELCHAIR RAMP	LIFT-U, LU-18	LIFT-U, LU-18	-
HVAC MOTORS (TK)	EBM BRUSHLESS	EBM BRUSHLESS	-
HVAC COMPRESSOR (TK)	X426	X426	-
HVAC REFRIGERANT	R134A	R407C	322.00
REFRIGERANT PRESSURE DISPLAY	INCLUDED	NOT REQUIRED	(292.00)

PRICE VARIANCE
2/11/2019
DECATUR, IL OFF THE STATE OF VIRGINIA CONTRACT
(14) 30' LOW FLOOR BUSES, SN: TBD

ITEM	STATE OF VIRGINIA	DECATUR, IL	VARIANCE
FRESH AIR MAKE-UP	NOT INCLUDED	NOT REQUIRED	-
DRIVERS HEATER MOTORS	MCC BRUSHLESS	MCC BRUSHLESS	-
AUXILIARY COOLANT HEATER	NOT INCLUDED	NOT REQUIRED	-
FRONT STEP HEATER	NOT INCLUDED	REQUIRED	331.00
EXIT DOOR HEATER	NOT INCLUDED	NOT REQUIRED	-
UNDERSEAT HEATER	NOT INCLUDED	NOT REQUIRED	-
WARM WELCOME MAT	NOT INCLUDED	NOT REQUIRED	-
DASH MOUNTED DRIVERS FAN	NOT INCLUDED	(2) REQUIRED	182.00
REAR DOOR	34" SWING OPEN	34" SWING OPEN	-
REAR DOOR CONTROLS	FULL DRIVER CONTROL	FULL DRIVER CONTROL	-
EXTERIOR FRONT DOOR VALVE	NOT INCLUDED	NOT REQUIRED	-
EXTERIOR AD CURB-SIDE FRAMES	NOT INCLUDED	NOT REQUIRED	-
INTERIOR AD FRAMES	NOT INCLUDED	NOT REQUIRED	-
SCHEDULE RACKS	NOT INCLUDED	NOT REQUIRED	-
DRIVERS SEAT	USSC 9100ALX	RECARO, W/HEADREST	23.00
PASSENGER SEATS	4ONE GEMINI 23 PASSENGER FLOORPLAN	AMSECO INSIGHT PRIME 26 PASSENGER FLOORPLAN	4,229.00
RAISE REAR SEAT PLATFORM	NOT INCLUDED	NOT REQUIRED	-
PASSENGER SIGNALS	TOUCH TAPES	PULL CORDS	(703.00)
REAR DOOR STOP REQUEST	NOT INCLUDED	NOT REQUIRED	-
VERTICAL STANCHIONS	YELLOW POWDER COATED	YELLOW POWDER COATED	-
OVERHEAD NYLON GRAB STRAPS	NOT INCLUDED	NOT REQUIRED	-
PASSENGER WINDOWS	AROW GLOBAL, STD FRAME, FULL FIXED	ARROW GLOBAL, STANDARD FRAME W/TRANSOM	1,785.00
HEADLAMPS	(4) HALOGEN (LOW BEAMS & HIGH BEAMS)	(4) HALOGEN (LOW BEAMS & HIGH BEAMS)	-
BATTERY COMPARTMENT LIGHT	12" LED STRIP LAMP	REQUIRED	-
LED INTERIOR LIGHTS	DINEX I/O	DINEX I/O	-
PLEASURE RADIO & ANTENNA	NOT INCLUDED	NOT REQUIRED	-
PA SYSTEM	REI	REI	-
2-WAY RADIO & ANTENNA	NOT INCLUDED	PRE-WIRE W/ANTENNA	-
ITS SYSTEM	NOT INCLUDED	NOT REQUIRED	-
HEATED DESTINATION SIGN GLASS	NOT INCLUDED	NOT REQUIRED	-
DEST SIGNS (FRONT & CURBSIDE)	HANOVER AMBER LED	HANOVER AMBER LED	-
REAR RUN SIGN	NOT INCLUDED	NOT REQUIRED	-
DASH MTD FRONT RUN SIGN	NOT INCLUDED	NOT REQUIRED	-
FAREBOX	NOT INCLUDED	NOT REQUIRED	-
FAREBOX GUARD	NOT INCLUDED	NOT REQUIRED	-
CEILING MTD FAREBOX LAMP	INCLUDED	NOT REQUIRED	(71.00)
TRANSFER CUTTER	NOT INCLUDED	NOT REQUIRED	-
MANUAL PASSENGER COUNTER	NOT INCLUDED	2X5 DENOMINATOR	320.00
FLOORING MATERIAL	RCA RUBBER	RCA RUBBER	-

PRICE VARIANCE
2/11/2019
DECATUR, IL OFF THE STATE OF VIRGINIA CONTRACT
(14) 30' LOW FLOOR BUSES, SN: TBD

ITEM	STATE OF VIRGINIA	DECATUR, IL	VARIANCE
SSTL KICK PANELS (CS & SS WHEEL WELLS W/ EXTENDED TO FAREBOX PLATFORM)	NOT INCLUDED	NOT REQUIRED	-
ROOF HATCHES	(1) MANUAL OPEN/CLOSE	(1) MANUAL OPEN/CLOSE	-
EXTERIOR MIRRORS	SAFE FLEET, 10X11, 1-PC, W/MANUAL CONTROLS	SAFE FLEET, 10X11, 1-PC, W/MANUAL CONTROLS	-
FIRE SUPPRESSION SYSTEM	AMEREX V-25	NOT REQUIRED	(1,840.00)
TRAFFIC LIGHT PREEMPTION	NOT INCLUDED	NOT REQUIRED	-
VIDEO SURVEILLANCE SYSTEM	NOT INCLUDED	SEON (6) CAMERA SYSTEM W/GPS	4,239.00
BIKE RACK	NOT INCLUDED	NOT REQUIRED	-
BIKE RACK MIRROR	NOT INCLUDED	NOT REQUIRED	-
BIKE RACK DEPLOYED LAMP	NOT INCLUDED	NOT REQUIRED	-
DRIVERS DASH GAUGES	(2)	(5)	153.00
ADJUSTABLE PEDALS	NOT INCLUDED	NOT REQUIRED	-
MEDICAL AID KIT	INCLUDED	NOT REQUIRED	(25.00)
BLOODBORN PATHOGEN KIT	INCLUDED	NOT REQUIRED	(25.00)
CUP HOLDER	NOT INCLUDED	NOT REQUIRED	-
EXTERIOR PAINT	(1) COLOR	(2) COLOR	947.00
EXTERIOR GRAPHICS	BUS #'S ONLY	BUS #'S ONLY	-
ROOF NUMBERS	NOT INCLUDED	DECATUR, IL GRAPHICS	1,043.00
WARRANTY (FULL COACH)	12 MONTHS / 50,000 MILES	12 MONTHS / 50,000 MILES	-
WARRANTY (BODY STRUCTURE)	36 MONTHS / 150,000 MILES	36 MONTHS / 150,000 MILES	-
WARRANTY (STRUCTURAL INTEGRITY DUE TO CORROSION)	144 MONTHS / 500,000 MILES	84 MONTHS / 350,000 MILES	(256.00)
WARRANTY (DIESEL ENGINE)	24 MONTHS / UNL MILES	24 MONTHS / UNL MILES	-
WARRANTY (TRANSMISSION)	24 MONTHS / UNL MILES	24 MONTHS / UNL MILES	-
TRAINING	NOT INCLUDED	NOT REQUIRED	-

TOTAL DECATUR, IL VARIANCES	16,506.00
STATE OF VIRGINIA 30' LOW FLOOR BASE UNIT PRICE (APR '18)	377,517.00
DELIVERY	5,217.50
DECATUR, IL 30' LOW FLOOR BASE UNIT PRICE	399,240.50
SPARE / TOOLING BUDGET	3,992.00
DECATUR, IL 30' LOW FLOOR CURRENT PRICE (2/11/19)	403,232.50

QUOTED OPTION TO BE CONSIDERED

WARRANTY FULL COACH (24 MONTHS/100,000 MILES)	2,000.00
---	----------

CONFIDENTIAL

This pricing information is intended only for the personal and confidential use of the recipient(s) to whom it was originally sent. If you are not an intended recipient of this information or an agent responsible for delivering it to an intended recipient, you are hereby notified that you have received this information in error, and that any review, dissemination, distribution, or copying of this message is strictly prohibited.

SUBJECT: Resolution Authorizing Execution of Purchase Order Between City of Decatur, Illinois and Gillig, LLC, for the Purchase of Low Floor Heavy Duty Transit Buses

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING EXECUTION OF PURCHASE ORDER BETWEEN
CITY OF DECATUR, ILLINOIS AND GILLIG, LLC, FOR THE PURCHASE OF LOW
FLOOR HEAVY DUTY TRANSIT BUSES**

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

Section 1. That the Master Contract and Participating Addendum to the Master Contract between the Commonwealth of Virginia, and Gillig, LLC, authorizing the participation by the City of Decatur in the purchase and delivery of low floor heavy duty buses be approved.

Section 2. That the City of Decatur be authorized, pursuant to the Master Contract and Participating Addendum to the Master Contract, to purchase a maximum of eighteen (18) low floor heavy duty buses in an amount not the exceed \$424,000 per bus.

Section 3. That the Purchasing Supervisor of the City of Decatur be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Gillig for the purchase of not more than eighteen (18) low floor heavy duty buses, in the amount not to exceed \$424,000 per bus.

PRESENTED AND ADOPTED this 18th day of March, 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

Financial Management

DATE: 3/11/2019

MEMO: Letter to the Decatur City Council Financial Management Department 2019 - 03

TO: Honorable Mayor Moore Wolfe,
Member of the City Council

FROM: Wendy Morthland, Interim City Manager
Gregg D. Zientara, City Treasurer & Director of Finance

SUBJECT: Ordinance Appropriating Monies for the Purpose of Defraying the Expenses of Several Departments and Funds of the City of Decatur, Illinois for the Fiscal Year Beginning January 1, 2019 and Ending December 31, 2019, Including All Outstanding Claims and Obligations and Fixing a Time When the Same Take Effect

ATTACHMENTS:

Description	Type
Council letter	Cover Memo
Ordinance including exhibit	Cover Memo

LETTER to the DECATUR CITY COUNCIL
Financial Management Department
Letter #2019 - 03

DATE: March 11, 2019

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Wendy Morthland, Interim City Manager
Gregg Zientara, City Treasurer & Director of Finance

SUBJECT: Ordinance Appropriating Monies for the Purpose of Defraying the Expenses of Several Departments and Funds of the City of Decatur, Illinois for the Fiscal Year Beginning January 1, 2019 and Ending December 31, 2019, Including All Outstanding Claims and Obligations and Fixing a Time When the Same Take Effect

SUMMARY RECOMMENDATION:

City Administration recommends City Council approval of the attached Ordinance, which provides appropriation approval for the City of Decatur to spend monies providing necessary and required services to the citizens, taxpayers and stakeholders of the City of Decatur.

BACKGROUND:

The Ordinance attached herewith includes spending authorization for the 2019 fiscal year budget previously adopted and approved by the City Council with Council passage of Resolution No. 2018-144 dated December 3, 2018 and includes additional spending appropriations required to deliver services not included in the 2019 fiscal year budget.

A notice of Public Hearing was published in the Herald & Review on February 21, 2019, announcing a public hearing on the appropriation ordinance to be conducted on March 4, 2019 at 5:30pm in the City Council Chambers. Such Public Hearing was held.

New appropriations and changes included as follows:

Fund	Fund Name	Revenue \$	Expense \$	Comment
45	Capital project	-	800,000	streetlamp energy savings project
	Total	0	800,000	

Necessary to appropriate final payments to Johnson Controls ("JCI") for the streetlight energy savings initiative, previously envisioned for payment in fiscal year 2018. Payments did not occur in fiscal year 2018 as JCI failed to invoice city in accordance with the original payment plan.

POTENTIAL OBJECTION:

There are no known objections to this ordinance request.

INPUT FROM OTHER SOURCES:

No input from other sources.

STAFF REFERENCES:

Wendy Morthland, Interim City Manager
Gregg Zientara, City Treasurer and Director of Finance

BUDGET/TIME IMPLICATIONS:

The City of Decatur, as an Appropriation Municipality, as determined by prior action of the City Council, follows State of Illinois statutory requirements which define the actions required by the City Council to establish the legal authority for the City to expend monies in the fiscal year. Such statutory requirements include the approval and adoption of the annual appropriation ordinance before the end of the 1st Quarter of the fiscal year.

ORDINANCE NO. 2019 -

**AN ORDINANCE APPROPRIATING MONIES FOR THE PURPOSE OF
DEFRAYING THE EXPENSES OF SEVERAL DEPARTMENTS AND
FUNDS OF THE CITY OF DECATUR, ILLINOIS FOR THE FISCAL YEAR
BEGINNING JANUARY 1, 2019 AND ENDING DECEMBER 31, 2019,
INCLUDING ALL OUTSTANDING CLAIMS AND OBLIGATIONS, AND
FIXING A TIME WHEN THE SAME SHALL TAKE EFFECT**

WHEREAS, it is necessary to pass this Ordinance in order to appropriate monies to defray the expenses of several departments and funds of the City of Decatur for the fiscal year beginning January 1, 2019 and ending December 31, 2019.

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

SECTION 1. For the expenses of the City Government, its various departments and funds for the fiscal year ending December 31, 2019, the following sums of money, as set forth in the attached schedule Exhibit A, which is made a part hereof, are hereby appropriated and ordered set apart out of the funds hereinafter named, and for the purposes hereinafter specified, subject to the laws governing the same. The sums herein appropriated shall be deemed to include all expenditures authorized to be made in said year, unless otherwise expressly stipulated or provided by the laws.

SECTION 2. This Ordinance shall be in full-force and effect after its passage by the Council and approval by the Mayor.

PRESENTED and ADOPTED this 18th day of March 2019.

Julie Moore-Wolfe, Mayor

ATTEST:

City Clerk



City of Decatur, Illinois
2019 Fiscal Year
Annual Appropriation Exhibit A

Fund	Fund Name	2019 Budget Council Adopted Expense	2019 New Appropriations	2019 Total Appropriation
10	General Fund			
	City General Administration Department			
	Operating Expense	1,876,136		1,876,136
	City General Administration Total	1,876,136		1,876,136
	Civic Center Department			
	Operating Expense	229,136		229,136
	Civic Center Total	229,136		229,136
	Economic & Community Development Department			
	Personnel Expense	2,014,764		2,014,764
	Operating Expense	382,951		382,951
	Economic & Comm Development Total	2,397,715		2,397,715
	Executive Department			
	Personnel Expense	576,421		576,421
	Operating Expense	113,468		113,468
	Executive Total	689,889		689,889
	Finance Department			
	Personnel Expense	1,429,617		1,429,617
	Operating Expense	265,641		265,641
	Finance Total	1,695,258		1,695,258
	Fire Department			
	Personnel Expense	17,655,742		17,655,742
	Operating Expense	2,037,762		2,037,762
	Fire Total	19,693,504		19,693,504
	Human Resources Department			
	Personnel Expense	396,124		396,124
	Operating Expense	160,628		160,628
	Human Resources Total	556,752		556,752
	Information Technology Department			
	Personnel Expense	1,082,356		1,082,356
	Operating Expense	822,047		822,047
	Information Technology Total	1,904,403		1,904,403
	Legal Department			
	Personnel Expense	764,472		764,472
	Operating Expense	127,880		127,880
	Legal Total	892,352		892,352

Fund	Fund Name	2019 Budget Council Adopted Expense	2019 New Appropriations	2019 Total Appropriation
10	General Fund (Cont.)			
	<i>Legislative Department</i>			
	Personnel Expense	30,142		30,142
	Operating Expense	19,822		19,822
	Legislative Total	49,964		49,964
	<i>Police Department</i>			
	Personnel Expense	23,136,701		23,136,701
	Operating Expense	4,993,689		4,993,689
	Police Total	28,130,390		28,130,390
	<i>Public Works Department</i>			
	Personnel Expense	5,373,675		5,373,675
	Operating Expense	4,510,826		4,510,826
	Public Works Total	9,884,501		9,884,501
	Total General Fund	68,000,000		68,000,000
	Special Revenue Funds			
12	Economic Development	225,000		225,000
17	HOME Grant	874,373		874,373
18	CDBG Grant	2,756,561		2,756,561
22	DUATS Grant	227,263		227,263
25	Police State Drug Enforcement	400,000		400,000
26	Police DUI Enforcement	151,800		151,800
27	Police Lab & Programs	34,700		34,700
30	Police Federal Drug Enforcement	200,000		200,000
32	Fire Grants	100,000		100,000
33	Police Capital	1,577,846		1,577,846
34	Building Operations	2,337,738		2,337,738
35	City of Decatur Library	3,783,382		3,783,382
36	Municipal Band	95,256		95,256
37	Foreign Fire Insurance Tax	100,000		100,000
39	Police Justice Admin Grant	40,000		40,000
42	Local Roads & Streets	2,676,433		2,676,433
46	Motor Fuel Tax	2,720,826		2,720,826
47	Major Moves	7,669,010		7,669,010
49	Fire Capital	972,923		972,923
58	Library Capital	250,000		250,000
59	Library Trust	100,000		100,000
77	Fiber Optics	400,000		400,000
82	DCDF	143,000		143,000
83	Neighborhood Improvements	3,000		3,000
84	Community Revitalization	1,522,394		1,522,394
	Total Special Revenue Funds	29,361,505		29,361,505

Fund	Fund Name	2019 Budget Council Adopted Expense	2019 New Appropriations	2019 Total Appropriation
TIF Redevelopment Funds				
19	TIF Old Towne	1,475,700		1,475,700
20	TIF Southeast Plaza	550,000		550,000
21	TIF Wabash Crossing	610,524		610,524
23	TIF Eastgate	322,458		322,458
24	TIF South Side	10,300		10,300
28	TIF Pines Shopping	105,772		105,772
29	TIF Grand & Oakland	191,644		191,644
	Total TIF Redevelopment Funds	3,266,398		3,266,398
Capital Funds				
40	PEG Capital	79,693		79,693
44	2018 Bond Project	7,723,190		7,723,190
45	Capital Project	175,538	800,000	975,538
	Total Capital Funds	7,978,421	800,000	8,778,421
Debt Funds				
50	Debt Service	1,640,195		1,640,195
	Total Debt Service Funds	1,640,195		1,640,195
Internal Service Funds				
60	Fleet Maintenance	2,849,652		2,849,652
61	Equipment Replacement	211,166		211,166
64	Risk Management	3,028,782		3,028,782
65	Employee Benefits	11,330,158		11,330,158
	Total Internal Service Funds	17,419,758		17,419,758
Enterprise Funds				
70	Mass Transit Operations	8,345,136		8,345,136
78	Public Works Storm Water	3,780,683		3,780,683
79	Public Works Sewer	13,400,474		13,400,474
80	Public Works Water Operating	31,322,563		31,322,563
81	Public Works Water Capital	6,841,407		6,841,407
88	Recycling	665,251		665,251
89	Water Bond Construction	10,036,895		10,036,895
	Total Enterprise Funds	74,392,409		74,392,409
Trust & Agency Funds				
90	Firefighters Pension	8,639,642		8,639,642
91	Police Pension	8,994,110		8,994,110
	Total Trust & Agency Funds	17,633,752		17,633,752
Total City of Decatur		219,692,438	800,000	220,492,438

City Clerk

DATE: 3/3/2019

MEMO: 2019-06

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Wendy Morthland, Interim City Manager
Kim Althoff, City Clerk

SUBJECT: Resolution Approving Reappointment - Public Building Commission

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the reappointment of Greg Florian to the Public Building Commission.

ATTACHMENTS:

Description	Type
Resolution Approving Reappointment - Public Building Commission	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the reappointment by the Mayor of the following named as a member of the board or commission set opposite his respective name, to serve a term expiring upon the date set opposite his respective name or until his respective successor is appointed and qualified:

Greg Florian

Public Building Commission

9/30/2023

DATED this 18th day of March, 2019.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2019-_____
RESOLUTION APPROVING REAPPOINTMENT

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

Section 1. That consent of the Council be, and it is hereby, given to the reappointment by the Mayor of the person aforesaid as by said Mayor requested, which said request be, and it is hereby, received, placed on file and approved.

PRESENTED AND ADOPTED this 18th day of March, 2019.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Having received your consent I hereby reappoint the named in the foregoing request by you approved as therein requested.

DATED this 18th day of March, 2019.

Julie Moore Wolfe, Mayor

SUBJECT: Receiving and Filing of Minutes of Boards and Commissions

ATTACHMENTS:

Description	Type
Civil Service Commission Minutes	Backup Material

CIVIL SERVICE COMMISSION
OPEN SESSION
MINUTES
February 5, 2019

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

PRESENT: VICE CHAIR Sheri Hagen
COMMISSIONER Greg Spain
COMMISSIONER Sarah Creek
SECRETARY Penny Rogers
ADMINISTRATIVE SECRETARY Angela Roberts
DIR. OF HUMAN RESOURCES French Wilson
ABSENT: CHAIR Tony Wilkins

Call to Order

Vice Chair Hagen called the meeting to order at 11:32 a.m.

Roll Call

Three out of Four Commissioners were present at the time of roll call. Vice Chair Hagen declared a quorum does exist to conduct and approve business.

Vice Chair Hagen called for Appearance of Citizens:

There was none.

The Minutes of the January 3, 2019 regular meeting were presented. Commissioner Spain moved that the January 3, 2019 regular meeting minutes be approved, seconded by Commissioner Creek, and upon call of the roll, Commissioners Spain, Creek, and Hagen voted aye. Secretary Rogers declared the motion carried.

Commissioner Creek moved to recess to Closed Session for the purpose of discussing personnel actions, seconded by Commissioner Spain, and upon call of the roll, Commissioners Creek, Spain, and Hagen voted aye. Secretary Rogers declared the motion carried.

Commissioner Spain moved to return to Open Session, seconded by Commissioner Creek, and upon call of the roll, Commissioners Spain, Hagen, and Creek voted aye. Secretary Rogers declared the motion carried.

Vice Chair Hagen called for Unfinished Business:

Authorization Request to Approve Final Scores and Promotional Register for Engineering Technician III, Commissioner Creek, moved the Authorization Request be received, placed on file, and approved, seconded by commissioner Spain, and upon call of the roll, Commissioners Hagen, Creek, and Spain voted aye. Secretary Rogers declared the motion carried.

Authorization Request to Approve Final Scores and Eligible Register for Systems Administrative Support Specialist – Library (Half-Time), Commissioner Creek, moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Spain, and upon call of the roll, Commissioners Hagen, Creek, and Spain voted aye. Secretary Rogers declared the motion carried.

Vice Chair Hagen called for New Business:

Authorization Request to Approve Job Announcement & Establish Eligible Register for Systems Administrative Support Specialist – Library (Half-Time) - Internal, Commissioner Spain moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Creek, and upon call of the roll, Commissioners Spain, Creek, and Hagen vote aye. Secretary Rogers declared the motion carried.

Authorization Request to Approve Job Announcement & Establish Eligible Register for Systems Administrative Support Specialist – Library (Half-Time), Commissioner Creek moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Spain, and upon call of the roll, Commissioners Spain, Creek, and Hagen vote aye. Secretary Rogers declared the motion carried.

Authorization Request to Approve Job Announcement & Establish Eligible Register for Service Worker, Commissioner Spain moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Creek, and upon call of the roll, Commissioners Spain, Creek, and Hagen vote aye. Secretary Rogers declared the motion carried.

Striking of Promotional Register for Crew Chief which was Certified on 11/6/18 and to recreate the register - Director Wilson explained, after meeting the interview panel the managers and department head, it was discovered that the skills set for a Crew Chief in Municipal Services is different from a Crew Chief in Water Services. Commissioner Spain moved that the request be approved, seconded by Commissioner Creek, and upon call of the roll, Commissioners Creek, Spain, and Hagen vote aye. Secretary Rogers declared the motion carried.

Personnel Actions

Commissioner Creek moved that the appointments, oral reprimands, leave of absences requests, civil service status, relinquish position, retirement, resignation, and probationary resignation be received, placed on file, and approved, seconded by Commissioner Spain, and upon call of the roll, Commissioners, Spain, Creek, and Hagen voted aye. Secretary Rogers declared the motion carried.

Vice Chair Hagen called for Other Business:

There being no other business, Commissioner Spain moved to adjourn the meeting, seconded by Commissioner Creek, and upon call of the roll, Commissioners Spain, Creek, and Hagen voted aye. Secretary Rogers declared the meeting adjourned at 11:58 a.m.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Penny Rogers".

Penny Rogers
Secretary

SUBJECT: Resolution Receiving and Filing The 2018 Official Zoning Map

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter

ECONOMIC & COMMUNITY DEVELOPMENT
No. 19-12

March 18, 2019

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Wendy Morthland, Interim City Manager
Ray Lai, AICP, Economic and Community Development Director
Scott Dedert, Senior Planner

SUBJECT: Resolution receiving and filing of the 2018 Official Zoning Map

SUMMARY RECOMMENDATION: Staff is sending the 2018 Official Zoning Map to City Council publication by the City of Decatur's City Clerk. This map is required by Illinois compiled Statutes Illinois Municipal Code (65 ILCS 5/11-13-19).

BACKGROUND: The annually updated zoning map reflects all zoning and boundary changes approved as of December 31, 2018. A paper copy will be available prior to the meeting for your review or you may request a copy from the City Clerk. The digital file for the zoning map is very large and can be accessed at

https://www.decaturlil.gov/wp-content/uploads/2019/03/Zoning_map_Color_2018.pdf

POTENTIAL OBJECTION: N/A

INPUT FROM OTHER SOURCES: N/A

STAFF REFERENCE: Any additional questions may be forwarded to Scott Dedert at 424-2786 or sdedert@decaturlil.gov, or Ray Lai 424-2727 or rlai@decaturlil.gov.

BUDGET/TIME IMPLICATIONS: State Statutes require the said map to be published no later than March 31.

RESOLUTION NO. _____

**RESOLUTION RECEIVING AND FILING
THE 2018 OFFICIAL ZONING MAP**

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

Section 1. That the 2018 Official Zoning Map presented to the City Council herewith, be, and the same is hereby, received and placed on file.

Section 2. That the City Clerk be, and she is hereby, authorized and directed to sign said 2018 Official Zoning Map.

PRESENTED and ADOPTED this 18th day of March, 2019.

JULIE WOLFE MOORE, MAYOR

ATTEST:

CITY CLERK

City Clerk

DATE: 3/7/2019

MEMO: 2019-07

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Wendy Morthland, Interim City Manager
Kim Althoff, City Clerk

SUBJECT: Ordinance Authorizing Consumption of Alcoholic Liquor on Public Rights-of-Way 100 Block South Oakland Avenue Between West Main Street and West Wood Street - Lock Stock & Barrel/Oakwood Business Association

SUMMARY RECOMMENDATION: Staff requests that City Council approve the proposed Ordinance authorizing consumption of alcoholic liquor on public right-of-way 100 Block South Oakland Avenue between West Main Street and West Wood Street for the 10th Annual Oakwood Block Party Series.

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Supporting Documents	Backup Material

ORDINANCE NO. 2019-_____

**ORDINANCE AUTHORIZING CONSUMPTION OF
ALCOHOLIC LIQUOR ON PUBLIC RIGHTS-OF-WAY
100 BLOCK SOUTH OAKLAND AVENUE
BETWEEN WEST MAIN STREET AND WEST WOOD STREET
- LOCK STOCK & BARREL/OAKWOOD BUSINESS ASSOCIATION -**

WHEREAS, Lock Stock & Barrel / Oakwood Business Association has requested the closure of the 100 block of South Oakland Avenue between West Main and West Wood Street for Block Party Events; and,

WHEREAS, it is the intention of Lock Stock & Barrel / Oakwood Business Association to offer alcoholic beverages for sale to patrons for consumption at this event; and,

WHEREAS, such consumption of alcoholic liquor in the 100 Block South Oakland Avenue between West Main Street and West Wood Street requires the express approval of the City Council.

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

Section 1. That on the days listed herein, and only on such days, between the hours listed, alcoholic beverages may be consumed in the 100 Block South Oakland Avenue, between West Main Street and West Wood Street, said days and hours being particularly described as follows:

Saturday, May 4, 2019	12:00 p.m. – 11:59 p.m.
Saturday, June 29, 2019	12:00 p.m. – 11:59 p.m.
Saturday, August 24, 2019	12:00 p.m. – 11:59 p.m.
Saturday, September 28, 2019	12:00 p.m. – 11:59 p.m.

Section 2. That no alcoholic beverage may be consumed as provided herein unless such alcoholic beverage is in a plastic or paper cup.

Section 3. That this ordinance is expressly conditioned and approved upon Lock Stock and Barrel / Oakwood Business Association providing to the City of Decatur an agreement which will hold the City harmless for any and all damages incurred by persons attending this event and indemnifying the City for any and all damages and lawsuits.

Section 4. That all debris shall be removed by Lock Stock & Barrel / Oakwood Business Association prior to reopening public rights-of-way.

Section 5. That except as otherwise provided herein, the provisions of Section 34(a) of Chapter 52 of the City Code remain in full force and effect.

PRESENTED, PASSED, APPROVED AND RECORDED this 18th day of March, 2019.

ATTEST:

Julie Moore Wolfe, Mayor

City Clerk

HOLD HARMLESS and INDEMNIFICATION AGREEMENT

Lock, Stock & Barrel, hereafter referred to as the "sponsoring agency", for itself, and its successors and assigns, agrees to indemnify and save the City of Decatur, Illinois, its officers, agents, and employees harmless against any and all loss, damage, or expense that it or they may sustain as a result of any suits, actions, or claims of any character brought on account of property damage, injury to, or death of any person or persons, which may arise in connection with the use of City of Decatur property, 100 Block of South Oakland Avenue, for the Oakwood Business Association block parties on the following dates and times:

Saturday, May 4, 2019, 12pm through Sunday, May 5, 2019, 12am
Saturday, June 29, 2019, 12pm through Sunday, June 30, 2019, 12am
Saturday, August 24, 2019, 12pm through Sunday, August 25, 2019, 12am
Saturday, September 28, 2019, 12pm through Sunday, September 29, 2019, 12am

by the sponsoring agency, its officers, agents, employees, and registrants.

Furthermore, the sponsoring agency agrees to provide the City of Decatur evidence of third party liability insurance coverage for the event in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate, for property damage, and personal and bodily injury, including death.

If permission is granted for this event, evidence of liquor liability insurance coverage in an amount not less than \$1,000,000 per occurrence and aggregate must also be provided. The City of Decatur, Illinois, must be named as additional insured on both policies for the duration of the Event. Sponsoring agency's insurance will be primary.

For City of Decatur, Illinois:



Authorized Representative

3.5.19

Date

For Sponsoring Agency:

Lock, Stock and Barrel



Authorized Representative

3/6/19

Date



LSBON-1

OP ID: SB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/05/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Singer Insurance Agency 109 South Vine Street P.O. Box 18 Arthur, IL 61911 William W. Singer	217-543-3737	CONTACT NAME: William W. Singer	
		PHONE (A/C, No, Ext): 217-543-3737	FAX (A/C, No): 217-543-3743
INSURED LSB One, Inc. 129 S Oakland Decatur, IL 62521		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Specialty Risk of America	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:			10-2012-4601	12/28/2018	12/28/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED ☐ RETENTION \$ ☐						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			10-2011-226	12/28/2018	12/28/2019	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

LSB, One: Coverage for 5 events in 2019: 3/16/19- LSB Run.
Block Parties held on the following dates: 5/4/2019, 6/29/2019, 8/24/2019,
and 9/28/2019 in the 100 Block of South Oakland Avenue.

CERTIFICATE HOLDER

CIDE001

City Of Decatur
1 Gary K. Anderson Plaza
Decatur, IL 62523-1196

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

City Clerk

DATE: 3/7/2019

MEMO: 2019 - 03

TO: Mayor Julie Wolfe and City Council Members

FROM: Interim City Manager Wendy Morthland

SUBJECT: Monthly Reports for February, 2019

ATTACHMENTS:

Description	Type
Fire, February, 2019	Cover Memo
Police, February, 2019	Cover Memo
Public Works, February, 2019	Cover Memo
Human Resources, February, 2019	Cover Memo
IT, February, 2019	Cover Memo
Economic & Community Development, February, 2019	Cover Memo



DECATUR FIRE DEPARTMENT
MEMORANDUM
19-03

March 5, 2019

TO: Wendy Morthland, Interim City Manager

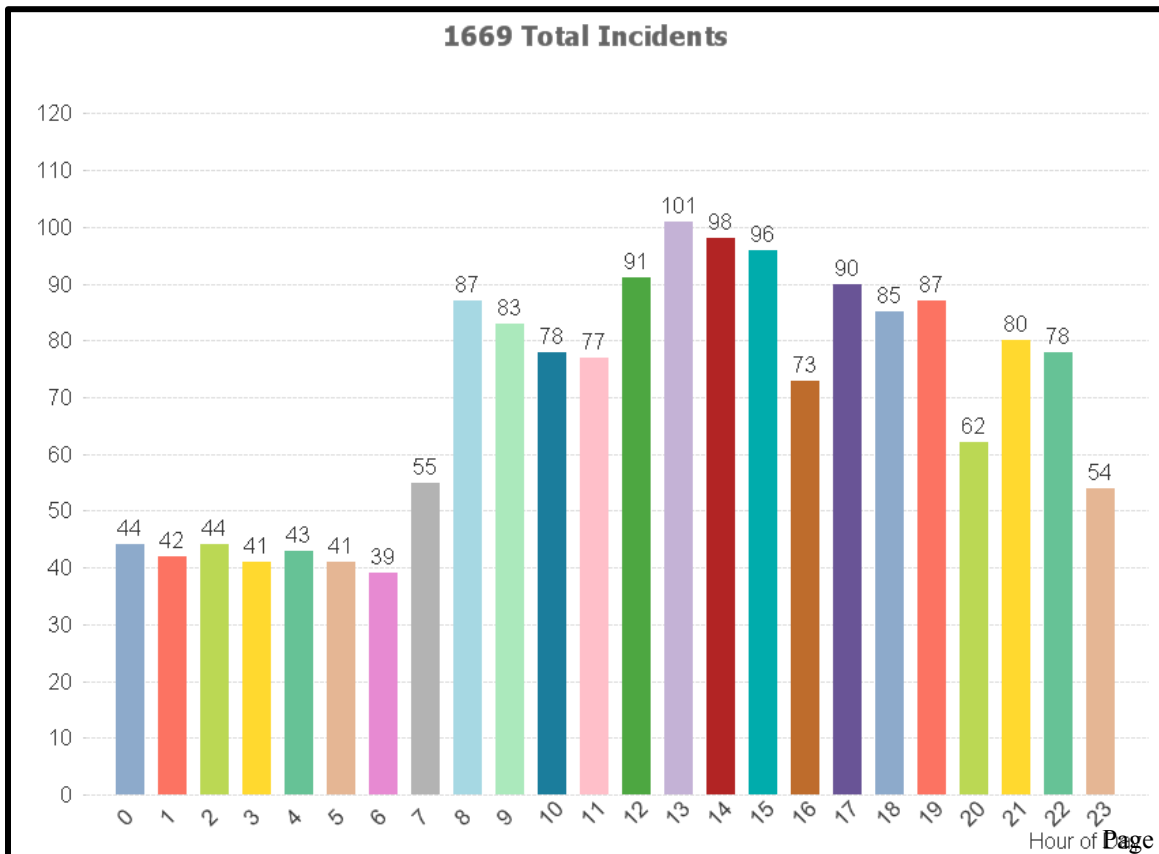
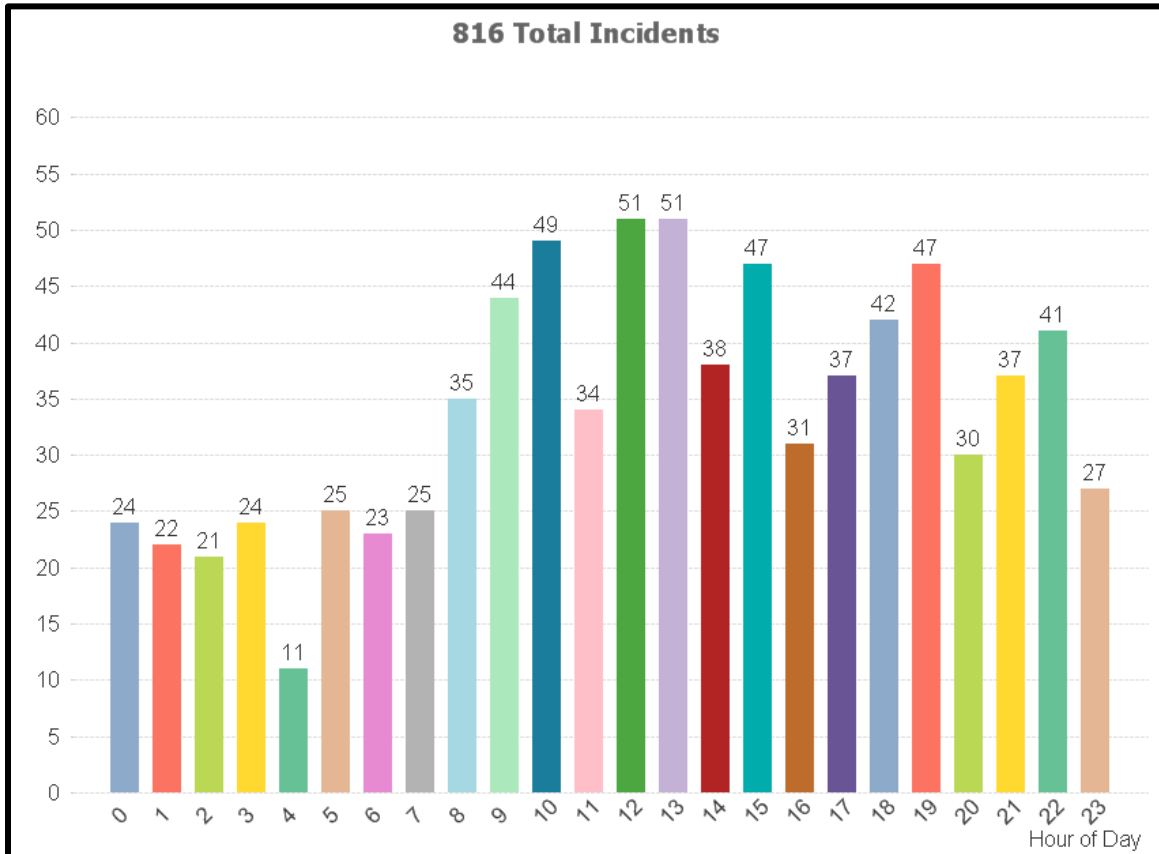
FROM: Jeff Abbott, Fire Chief

RE: Monthly Report – February 2019

The fire department responded to 816 alarms in February. We have responded to 1796 alarms so far this year. The 816 alarms are 36 alarms less than February 2018. We have responded to 152 less alarms so compared to this time in 2018. The reduction of alarms by using full EMD is not as great as anticipated so far this year. However, the comparison does not consider that there could have been more alarms this February than last February. Therefore, we only know that we went to a few less compared to last year.

One area that I am a little concerned about right now is our overtime usage. Typically, January and February are not high overtime usage months. We have spent \$50,000 in overtime so far this year compared to our average of \$20,000 the previous two years. The department was 8 firefighters short of full staffing during this period. Eight new firefighters were hired at the end of February, but they will not complete their training and be available until the first of May.

The construction of the new fire stations is behind schedule because land acquisition is proving to be very difficult. We are still actively pursuing land for the replacement Stations 3 & 7. The land acquisition needs to be completed soon so that we can have the construction started during this year's building season.



Training Division:

The DFD firefighter training for February consisted of fire companies receiving refresher training on response to an active shooter situation. This training focused on concepts from the new NFPA 3000 standard on active shooter threats, as well as local rescue task force procedures with the Decatur Police Department. In addition, firefighters received a presentation from the Fire Prevention Division, which covered fire scene evidence preservation, annual pre-plan inspection program, and hydrant testing. Fire companies also reviewed and discussed SOP/SOG updates as assigned.

Our EMS training for the month coincided with the active shooter firefighter training, where our personnel completed refresher training on the EMS component of active shooter situations. This training included the concepts of triage, bleeding control, and shock management. In addition, we reviewed the management and treatment of thermal burns, as well as Region 6 protocol reviews.

Fire Prevention Division:

The Fire Prevention Division investigated (11) fires; (2) ruled as Incendiary, (5) ruled as Accidental, and (4) were Undetermined. They also completed (8) key box installations & removals; (6) smoke detector installations; (4) CO detector installations; and (18) plan reviews.

Fire Prevention conducted (1) Fire Safety class to the public; (1) Juvenile Fire-Setter interview; (17) business inspections; and delivered fire scene evidence to the ISP lab in Springfield. They also attended Traffic & Parking Commission, Technical Review Committee and LEPC planning meetings. The entire Fire Prevention Division attended an educational seminar covering fire door assemblies and components in Bloomington.

DECATUR ILLINOIS POLICE DEPARTMENT

TO: Mayor Julie Moore-Wolfe
City Council Members
Interim City Manager Wendy Morthland

FROM: James E. Getz Jr., Chief of Police

RE: February 2019 Monthly Report

STAFFING

Sworn Police Officer Staffing

The Decatur Police Department has 162 authorized sworn police positions. At the end of February 2019, staffing was at 154. Current staffing for the Decatur Police Department is as follows:

<u>Position</u>	<u>Authorized</u>	<u>Funded</u>	<u>Current</u>
Police Chief	1	1	1
Deputy Chief	3	3	3
Police Lieutenant	4	4	4
Police Sergeant	17	17	17
Police Patrol Officer	137	133	129
TOTAL	162	153 (Plus over-hire)	154

Civilian-Non Sworn Police Staffing: 10

<u>Position</u>	<u>Authorized</u>	<u>Funded</u>	<u>Current</u>
Administrative Secretary	1	1	1
Senior Crime Analyst	1	1	1
Crime Analyst	1	1	1
Sr. Clerk Typist	2	2	2
Records Supervisor	1	1	1
Parking Enforcement	2	2	2
Part-time FOIA Officer	2	2	2
Total	10	10	10

System Administrator, Duane Richards works out of the Police Department but is staffed under MIS.

PATROL DIVISION

<u>Function</u>	<u>Month</u>	<u>YTD</u>
Community Meetings	5	7
Directed Patrols	40	75
Active Problem Oriented Policing Projects	0	0
Completed Problem Oriented Policing Projects	0	0
Parking Citations	179	290
Criminal Arrests	333	753
Felony Drug Arrests	18	40
Firearms Seized	1	7
Traffic Citations	521	1008
Field Interviews	81	147
Written Warnings	324	707
Calls for Service/CAD incidents	3658	7776
Unlawful use of Motor Vehicle tows	128	259
Driving Under the Influence Arrests (DUI)	34	51
DUI involving accidents	9	12
Fatal Accidents	1	1
Traffic Accidents	216	427
Accidents with Personal Injury	38	70
City Ordinances Arrests	60	118

Distracted Driving Enforcement-

Electronic Communication Device Citations:

<u>State Citations</u>	<u>YTD</u>	<u>Warning Citations</u>	<u>YTD</u>
7	14	7	19

CRIMINAL INVESTIGATIONS DIVISION

Street Crimes: Drug Seizures for the month:

<u>Drug</u>	<u>Amount</u>	<u>YTD Seizure</u>	<u>Street Value</u>
Cannabis	3449 grams	6267 grams @ \$10-gram	\$62,670
Cocaine-Powder	470 grams	841 grams @ \$100-gram	\$84,100
Cocaine-Crack	12 grams	49 grams @ \$100-gram	\$4,900
Heroin	13 grams	0 grams @ \$300-gram	\$3,900
Ecstasy	12 hits	13 @ 20 hit	\$360
Meth	16 grams	350 grams @ 100-gram	\$35,000
K-2/Pills:	1831	1920	
Search Warrants: 11		YTD: 26	
US Currency Seized: \$13,482		YTD: \$27,407	
Firearms seized: 1		YTD: 4	
Vehicles seized: 3		YTD: 3	

Criminal Investigations (Adult & Juvenile Detectives):

New cases assigned: 154	YTD: 289
Cases closed/resolved: 61	YTD: 145
Criminal Arrests: 48	YTD: 99
Homicides: 1	YTD: 3
Infant Death Investigations: 1	YTD: 1
Suicide Detective Investigations: 0	YTD: 0
Missing Person Investigations: 5	YTD: 8
Computer forensic Exams: 1	YTD: 5
Sex Offender Registrations: 62	YTD: 136

Crime Analysis Unit:

Sex Offender Registrations: 112	YTD: 238
---------------------------------	----------

A Detective has been assigned to the US Marshals Service Task Force, with a yearly review between the US Marshals Service and Decatur Police Administration to ensure effectiveness. This partnership allows for quicker apprehension of fugitives within the Decatur/ Macon County region and allows for more government resources in the pursuit of major fugitives.

Fugitive Arrests: 31	YTD fugitive arrests: 60
----------------------	--------------------------

Freedom of Information (FOIA)

The Professional Standards Unit received 227 Freedom of Information Act requests for the month.

Total requests YTD in 2018- 485

**Public Works Department
Monthly Activity Report
February 2019**

Engineering:

McKinley Avenue Sewer Rehabilitation: Chastain and Associates completed design and submitted the plans and specifications to IEPA for approval. The Loan Ordinance was approved on November 5, 2018 for \$7.9 million. Bid advertisement is expected for late in March after we receive IEPA concurrence. The request for qualifications and proposals to provide the City with construction engineering services due March 6.

2018 City MFT Street Improvement Project -County Fair Drive: The County Fair Drive Replacement Project was advertised on July 11 with bids received July 25. The project is complete except for seeding and striping which cannot occur until spring per the specifications.

Nelson Park Neighborhood Storm Drainage Improvements: This project was designed by Blank, Wesselink, Cook & Associates. The project is funded through a low interest loan from the IEPA. Bids were opened on March 30, 2017 and approved by Council on April 17, 2017. The project is complete with final loan closeout scheduled for March.

2018 Water Main Replacement Project: The project was designed by City staff and bids were opened on April 25. Council approved the contract with Burdick Plumbing and Heating on May 7, 2018. The project commenced in June in the neighborhood west of MacArthur High School. The Project was split up in three phases with the first and second phase fully complete. The third phase watermain installation is 75% complete. The Project is scheduled to be complete in May of 2019.

Lake House Parking and Pier Improvements: The lake house parking and pier improvement project was re-advertised on January 9 with bids received on January 24. The project consists of repaving the parking lot and replacing the concrete and fence on the pier. The project was presented to counsel for approval on February 4 and tabled to review funding options.

Mound Road Spring Creek West and Middle Deck Replacement: Mound Road bridges West (between Neely Ave and Educational Park) and Middle (between Moundford Ave and Camelot Dr) over Spring Creek was advertised through the State with bids received January 18, 2019. The project replaces both bridge decks with staged construction to allow for two-way traffic. The State received six bids with the lowest bid received from Sangamo Construction at approx. 2.5 million. The City will receive 2 million in Federal funding with the MFT Fund covering the remaining. The City has concurred with the State to award the project and the preconstruction meeting is scheduled for March 1, 2019. All work is anticipated to be complete late 2019.

2019 Water Main Replacement Project: The project was designed by Engineering staff, the project will be in the area bounded by Grand to the North (project will not include MacArthur High), Fairview to the East, King to the south and Taylor to the west. The project was advertised on January 30 with bids received on February 20. The resolution is recommended by staff to be awarded to Burdick Company as the lowest responsive bidder at the March 4 meeting.

2019 Valve and Hydrant Replacement Project: The project was designed by Engineering staff; the project will replace existing or install new valves or hydrants at various locations within the distribution system. The project was advertised on January 30 with bids received on February 20. The resolution is recommended by staff to be awarded to Kinney Contractors as the lowest responsive bidder at the March 4 meeting.

2019 State and Local MFT Project: Engineering Staff is designing the 2019 State and Local MFT projects. The projects are estimated to bid in early Spring of 2019.

2019 Trenchless Long Lining Repair Project: Engineering Staff is designing the 2019 Long Lining Repair Project. The rehabilitation locations are selected from the televised inspection reports. The project is estimated to bid Late Spring of 2019.

32nd and Fulton Storm Drainage Improvement Project: The Project is in final design by Farnsworth Group. The project will provide a new storm sewer to serve the area generally bounded by Rt 36 to the North, 36th St to the East, Orchard to the South and Country Club Rd to the East to relieve flooding. The Project was the no. 3 priority on the Storm Water Master Plan. The project is estimated to bid April of 2019.

2019 DPTS Bus Shelter Pad Project: Engineering Staff is designing the 2019 Decatur Public Transit Project. The project is estimated to bid Summer of 2019.

2019 CDBG Sidewalk Project: Engineering Staff is designing the 2019 Sidewalk Project. The project is estimated to bid Summer of 2019.

MUNICIPAL SERVICES MONTHLY DATA 2/1/19-2/27/19

TASKS	QUANTITY	MANHOURS	OTHER INFO
Sewer Cleaning	20,036 lin. ft.	82 hours	
Sewer Root Cut	7,313 lin. ft.	45 hours	
72 Hour Cleanups	62 each	188 hours	
Potholes Repaired	6,953 each	726.3 hours	
Home Securing	25 each	98 hours	
Signs Made	25	81.5 hours	
Signs Repaired	35	67 hours	
Signs Installed	25	50 hours	
Tree Removals	36 trees	N/A	
Stump Removals	47 each	N/A	
Decals Made	274 each	24.5 hours	

**Water Production Division
Monthly Activity Report
February 2019**

Additional Water Supply Plan: INTERA Inc. continued work on population and demand projections, design drought parameters, computer modelling and evaluating potential additional water sources.

Lake Decatur Dredging Basins 1 through 4: Dredging was completed last year. A preliminary total of 11,110,991 cubic yards of sediment was removed from the lake which was 103.5% of the contract amount, including over dredging. Great Lakes Dredge & Dock continued demobilizing their equipment, will drain and level the sediment storage basin and complete landscape repairs to the land sites used during the project by midyear.

Lake Decatur Landscape Maintenance: The proposed 2019 project is to establish native grasses and plants at areas previously cleared of trees and brush with the assistance of the Macon County Conservation District. When the areas become well established, it would eliminate the need to clear trees and brush from those areas in future years.

Lake Services: Continued facilities maintenance, dredging contractor monitoring and project punch list completion. Participated in the City's snow and ice control operations. Reviewed lake retail gas pump options. Assisted Police Dept. with theft investigation near the Lake Office. Revised Lake Decatur recreation map and annual activities list. Completed grass mower and enclosed trailer bid specifications.

South Water Treatment Plant East Clarifiers to Claricones Conversion: Crawford, Murphy & Tilly has completed 99.9% of the engineering and bid specifications. This project is on hold pending the completion of the proposed Long Term Water Utility Sustainability Plan in 2020.

Water Administration: Continued Lake Decatur dam emergency action plan update. Assisted with water distribution system water age study and long term water utility sustainability plan scope of services. Continued work on additional water supply plan project. Participated in Friends Creek

watershed planning meeting. Evaluated Lake Office retail marine gas pump options. Completed staff training tracking worksheets.

Water Production: The level of Lake Decatur was maintained at an average of 612.68 feet above mean sea level (82% full) which was normal for February. 514.88 million gallons of potable water were pumped to customers which was 1.42% less than February 2018. Continued distribution system water age study and other required quarterly water quality testing. Completed many important facility and equipment repairs.

HUMAN RESOURCES DEPARTMENT
Monthly Report of Priorities and Projects
Fiscal Year 2019
February 2019

Human Resources Department

This month, Human Resources Department staff accomplished the following:

- Conducted testing and/or interviews for Service Worker, Fire Captain, Civil Engineer I, Maintenance Mechanic I and Lake Patrol positions;
- Facilitated the hiring of eight fire fighters;
- Facilitated the promotions to Engineering Technician III, Equipment Operator, Water Plant Operations Supervisor and Library Systems Administrative Support Specialist;
- Facilitated the transfer of one Equipment Operator;
- Facilitated the quarterly visit from the ICMA-RC representative to meet with employees;
- Attended an Employment Law Update seminar in Bloomington;
- Attended quarterly IPMA meeting; and
- Attended monthly Civil Service Commission, SHRM and Labor Management meetings.

Monthly Report of Priorities and Projects
Information Technology Department
Fiscal Year 2019
February

This month, Information Technology (IT) Department staff completed the following notable work:

- Firehouse 6 was connected to the City Fiber Network eliminating the cost of the local Comcast connection.
- The SIP telephone service project was delayed due to issues with the new circuits for the service. Anticipate completion in March.
- Preparing software upgrade for the Incode Court Management System targeted for April 18th.
- IT began a high-level evaluation of the City Website for inaccurate or missing information. Reporting findings to the responsible departments.
- Assisted Payroll with 1095-C forms.
- Downloaded newest DB2 database version to a Test Server in preparation for the annual DB2 version upgrade this spring.
- Upgrading the operating system on computers at the police department to Windows 10. Upgrade is 75% complete.
- The police data management system was updated to version 18.5.
- Replaced computer workstations in the Police Department report room.
- Upgraded Finance Point of Sale terminals.
- IT is configuring a new Network Access Control solution from PacketFence to strengthen our network security. It will secure our data network to only know devices which has the proper virus protection installed.
- IT is testing a new network failover technology with Firehouse 2. Goal is to reduce or eliminate loss of network connectivity due to Comcast outages.
- IT is conducting a data storage usage study with City Departments for all City stored data. Goal is to keep what we need for city operations and delete or archive what we don't in alignment with the State of Illinois Local Records Act.
- 32-man hours was spent this month on Email FOIA requests.
- Work continues with the upgrade to the Council Chambers video server, so the most current versions of the Tighrope software can be installed.
- Continuing to evaluate infrastructure and equipment required to support Police Body Camera's.
- In January, IT processed 149 Help Desk tickets, resolving 57 on initial call (38.3% First Call Resolution Rate). Decrease in First Call Resolution rate is contributed to the training of a new employee at the "Help Desk". Out of the 149 tickets logged, 7 service surveys were returned, and all was ranked as "exceptional" service.

**DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT
MONTHLY REPORT
(FEBRUARY, 2019)**

ECONOMIC DEVELOPMENT DIVISION

Staff had 8 new and separate inquiries in February for possible projects with 5 meetings related specifically to ongoing initiatives. We have ongoing Economic Development projects both in the planning stage and under way. The Chamber of Commerce will be hosting an Ag Café on March 29th featuring newly appointed State of Illinois Director of Agriculture, John Sullivan. There is also a Chamber of Commerce ribbon cutting scheduled for Lockhart's Barber College on March 28th. As of last week, there were 1217 job listings in the Decatur, Illinois area on indeed.com, one of the leading national job search sites. Casey's General Store led the way with 90 jobs, ADM with 39 jobs, Dollar General with 31 jobs, and DMH with 26 jobs. February Central Illinois region job numbers from the Illinois Department of Employment Security show there are 5961 jobs available with 1055 jobs in the Healthcare field, 832 jobs in Sales, 547 in the administrative field, and 524 jobs in the transportation field. HSHS Medical Group led the way with 419 jobs, Hospital Sisters Health System with 310 jobs, State of Illinois with 241 jobs, and ADM with 139 jobs.

PLANNING AND SUSTAINABILITY DIVISION

Staff typically process site plans, rezoning and conditional use permit requests, zoning variance applications, street and alley vacation requests, and subdivision plats submitted for compliance with local development regulations and ordinances. In February, staff in conjunction with other city departments reviewed 13 submittals which included nine (9) site plans and four (4) Final Plats. Additionally, staff processed three (3) Plan Commission cases and one (1) Zoning Board of Appeals cases, and two (2) Freedom of Information Act (FOIA) requests.

For the Decatur Urbanized Area Transportation Study (DUATS), staff issued the Long-Range Transportation Plan Update (LRTP Update) RFP, and worked on the Second Quarterly Report for IDOT, the City Audit and administrative items.

BUILDING INSPECTIONS DIVISION

For February, we issued a total of 107 permits with a total work value of \$2,986,074. Of those, we had two (2) permits each with a value of over \$200,000 (HSHS medical office building, Harrison Management Group furniture store remodel).

PERMIT TYPE	# ISSUED	WORK VALUE
Building	16	\$2,569,286
Demolition	10	110,905
Electrical	17	62,045
Mechanical	31	182,216
Other	2	8,788
Plumbing	29	48,198
Sign	1	4,536
Tent	1	100
TOTAL	107	\$2,986,074

NEIGHBORHOOD SERVICES DIVISION

- Staff continued to prepare special reports for loans. Collections continue on delinquent accounts.
- Staff continued to qualify homeowners for the Residential Rehabilitation program.
- Staff prepared environmental reports for residential rehab, infrastructure projects and potential replacement projects.
- Staff worked with HUD staff on outstanding issues: 70% low-mod benefit, conflict of interest, annual reporting/submittals and other requests.
- Staff continued working with the Engineering Department on the CDBG Sidewalk project.
- Staff held a public meeting to address amendments being made to the FY18-19 Action Plan and 2015-19 Consolidated Plan.
- Department staff continues to meet on community revitalization researching implementation strategies.
- Staff participated in a conference call with our HUD grants manager. HUD was under a government shut-down, so no decision-making activities occurred for almost 30 days.
- Staff met with developers and worked on a draft resolution for City Council consideration of expressing support of the developer's application to Illinois Housing Development Authority (IHDA) for Low-Income Housing Tax Credit (LIHTC) for the Greenwood Manor Apartments major rehabilitation project. The resolution was approved by the City Council on February 4th.
- Staff released a Request for Proposal for Education Training for low income city residents. Staff recommendations will be sent to Council in March.
- Staff continued receiving applications for the 2018-19 Emergency program. Residents with "life threatening" residential issues, can receive assistance if they are deemed eligible per CDBG guidelines.
- Staff continues to work with the cities of Champaign and Urbana and Habitat for Humanity towards creating a regional Community Housing Development Organization (CHDO) to assist with the ongoing difficulty of qualifying through the HOME program.
- Staff attended meetings with outside agencies and various committees.

MASS TRANSIT DIVISION

- Worked on National Transit Data Base reporting
- Attended several meetings for the MV proposal
- Submitted DUATS report
- Met with IT for video camera surveillance
- Worked on power point presentation and memo for March 4th City Council meeting regarding procurements of new buses.
- Attended IPTA board meeting in Springfield, Il
- Worked on contract extension for advertisement with Houck Transit Advertising.
- Met with Gillig Corporation for information regarding the Virginia Commonwealth Contract for potential piggybacking purchase of new buses at a discounted price.
- Submitted documents to Chuck Abraham from IDOT for the comprehensive operations analysis.

NEIGHBORHOOD INSPECTIONS DIVISION

Staff prepared and submitted a grant application to address abandoned properties.

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 February.

**NEIGHBORHOOD INSPECTIONS DIVISION
MONTHLY REPORT
FEBRUARY 2019**

NEW CASES	
Health & Safety (72 Hour)	124
Direct to Legal (Repeat Offenders)	10
Housing and Unfit	22
No Garbage Service	48
Nuisance	193
Secure of Abandoned Buildings	19
Weeds	0
TOTAL	416

DEMOLITIONS	
New Cases	7
Sent to Legal	2
Sent to Council	0
Out to Bid	0
Contracts Granted	0
Contract Amount	0.00
Permits Issued	0
Permits Finaled	7
Active Demolitions	155

RE-INSPECTION VISITS	
Code Enforcement	646
Weeds	0
TOTAL	646

GARBAGE SERVICE COMPLAINTS	
Received	2

CASES SENT TO LEGAL FOR COURT	
Code Enforcement	50
Weeds	0

INVOICES*	
New Invoices	37
Dollar Amount	\$19,597.92

WEED ABATEMENT	
City Mowed - MCT lots	0
Owner Mowed	0
MCT Lots - Contractor Mowed	0
TOTAL	0

PAYMENTS RECEIVED**	
Weeds (Year-to-date)	\$380.42

* 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.