Monday, March 15, 2021
5:30 PM
Civic Center Theater

CITY COUNCIL AGENDA

Pursuant to Phase 4 of Governor Pritzker's Executive Order, a maximum of 50 people will be allowed in the Civic Center Theater unless said number is otherwise directed by Order of the Governor. If the number is altered as a result of an Order of the Governor, the City of Decatur will follow and enforce that number. An in-person meeting of all members of the City Council of the City of Decatur as well as in-person meetings of all members of other Boards and Commissions of the City of Decatur is not practical or prudent because of the COVID-19 pandemic.

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

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

III. Approval of Minutes

Approval of Minutes of March 1, 2021 City Council Meeting

IV. Unfinished Business

V. New Business

1. Public Hearing on Quick Take Authority
2. Treasurer's Financial Report
3. Resolution Authorizing Payment Processing Service Agreement with FirsTech, Inc., a Wholly Owned Subsidiary of Busey Bank
4. Ordinance Amending City Code - Chapter 7 - Officers and Employees Generally
5. Ordinance Approving the Transfer of Volume Cap in Connection with Private Activity Bond Issues, and Related Matters

6. Ordinance Rezoning Property from R-1 Single Family Residence District to AG Agriculture District at 4075 N Greenswitch Rd
7. Ordinance Allowing a Conditional Use Permit (CUP) in the AG Agriculture District to allow for a Horse Stable with a Riding Arena at 4075 N Greenswitch Rd
8. Resolution Authorizing Amendment #2 to the Local Public Agency Agreement for Federal Participation for Design Services for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks, City Project 2009-33, Section 09-00933-01-BR
9. Resolution to Appropriate Motor Fuel Tax Funds for Traffic Signal Maintenance and Street Maintenance by Municipality Under the Illinois Highway Code
10. Resolution to Appropriate Motor Fuel Tax Funds for Restoration of Streets and Highways by Municipality Under the Illinois Highway Code, City Project 2021-11
11. Resolution to Appropriate Motor Fuel Tax Funds for Restoration of Streets and Highways by Municipality Under the Illinois Highway Code, City Project 2021-08
12. Resolution Authorizing a Lease Agreement Between the City of Decatur and Flock Safety for the Deployment of 60 LPR Cameras in the City Neighborhoods and Adjacent Thoroughfares
13. Consent Calendar: Items on the Consent Agenda/Calendar are matters requiring City Council approval or acceptance, but which are routine and recurring in nature, are not controversial, are matters of limited discretion, and about which little or no discussion is anticipated. However, staff's assessment of what should be included on the Consent Agenda/Calendar can be in error. For this reason, any Consent Agenda/Calendar item can be removed from the Consent Agenda/Calendar by any member of the governing body, for any reason, without the need for concurrence by any other governing body member. Items removed from the Consent Agenda/Calendar will be discussed and voted on separately from the remainder of the Consent Agenda/Calendar.

    A. Resolution Receiving and Filing the 2020 Official Zoning Map
    B. Ordinance Annexing Territory 4187 East Faries Parkway
    C. Resolution Authorizing Crop Share Lease with Steve Bell for Exterior of the Oakley Sediment Basin
    D. Resolution Authorizing Cash Farm Lease with Craig Hill for DeWitt County Water Wellfield
    E. Resolution Authorizing the Execution of a Grant Agreement with the Federal Transit Administration for Federal Share of Annual Transit Operating Funds

VI. Other Business

VII. Adjournment

Monthly Reports for February, 2021

ATTACHMENTS:

Description	Type
Minutes of March 1, 2021 City Council Meeting	Backup Material

CITY COUNCIL MINUTES
Monday, March 1, 2021

On Monday, March 1st, 2021, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Decatur Civic Center Theater, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided, together with her being Council members Chuck Kuhle, Pat McDaniel, Rodney Walker, and David Horn. Councilwoman Lisa Gregory participated through electronic attendance pursuant to the Open Meetings Act, 5 ILCS 120/7(e)(2) and a determination made by Mayor Julie Moore Wolfe that an in-person meeting of all members of the City Council is not practical or prudent because of the COVID-19 pandemic. Councilman Bill Faber was absent. Mayor Moore Wolfe declared a quorum present.

City Manager Scot Wrighton attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for Appearance of Citizens and the following citizens provided comments to the Council: Daniel Ray Pickrel.

With no other Appearance of Citizens, Mayor Moore Wolfe called for Approval of the Minutes.

The minutes of the February 17th, 2021 Special City Council meeting were presented. Councilman McDaniel moved the minutes be approved as written; seconded by Councilwoman Gregory and on call of the roll, Council members Chuck Kuhle, Pat McDaniel, Rodney Walker, Lisa Gregory, David Horn and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe called for New Business.

R2021-24 Resolution Accepting the Bids and Authorizing the Execution of Purchase Orders for Furnishing Ammunition to the Decatur Police Department, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

Police Chief Jim Getz answered questions from Council regarding ammunition costs.

Upon call of the roll, Council members Chuck Kuhle, Pat McDaniel, Rodney Walker, Lisa Gregory, David Horn and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2021-25 Resolution Approving Change Order Number 1 with CDM Smith for Professional Engineering Services for the Water Utility Long-Term Sustainability Plan City

Project 2018-34, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave an overview of the proposed Resolution.

Upon call of the roll, Council members Chuck Kuhle, Pat McDaniel, Rodney Walker, Lisa Gregory, David Horn and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2021-26 Resolution to Appropriate State Motor Fuel Tax Funds to Pay the City's Portion for the Improvement of U.S. 51 from its Intersection with Pershing Road (IL 121) North to its Intersection with Interstate 72 by Municipality Under the Illinois Highway Code City Project 2021-06 Section No. 21-00106-00-TL, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave an overview of the following three agenda items as they related to the same project.

Public Works Director Matt Newell answered questions from Council concerning traffic flow during the construction project.

Upon call of the roll, Council members Chuck Kuhle, Pat McDaniel, Rodney Walker, Lisa Gregory, David Horn and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

2021-12 Ordinance Regulating Encroachment on Public Right-of-Way in the City of Decatur, Macon County, Illinois U.S. 51 from its Intersection with Pershing Road (IL 121) North to its Intersection with Interstate 72 in Decatur, was presented. Councilman McDaniel moved the Ordinance do pass, seconded by Councilwoman Gregory.

Upon call of the roll, Council members Chuck Kuhle, Pat McDaniel, Rodney Walker, Lisa Gregory, David Horn and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2021-27 Resolution Authorizing an Agreement with the State of Illinois for Improvements to U.S. 51 from its Intersection with Pershing Road (IL 121) North to its Intersection with Interstate 72 City Project 2021-06, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

Upon call of the roll, Council members Chuck Kuhle, Pat McDaniel, Rodney Walker, Lisa Gregory, David Horn and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2021-28 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Dunn Company, A Division of Tyrolt, Inc. for 2021 Local Motor Fuel Tax Street Improvement Project, City Project 2021-25, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave an overview of the proposed Resolution.

Public Works Director Matt Newell explained the street selection process for the improvements.

Upon call of the roll, Council members Chuck Kuhle, Pat McDaniel, Rodney Walker, Lisa Gregory, David Horn and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2021-29 Resolution Authorizing an Intergovernmental Agreement for the Sharing of Certain Costs Related to the Pavement Improvement of Nelson Boulevard in Decatur, Illinois, Between the City of Decatur, Illinois and the Decatur Park District, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave an overview of the proposed Resolution.

Upon call of the roll, Council members Chuck Kuhle, Pat McDaniel, Rodney Walker, Lisa Gregory, David Horn and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2021-30 Resolution Authorizing the Purchase of Property Owned by Archer Daniels Midland Company for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks, City Project 2009-33 Section 09-00933-01-BR, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave an overview of the proposed Resolution.

Upon call of the roll, Council members Chuck Kuhle, Pat McDaniel, Rodney Walker, Lisa Gregory, David Horn and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

With no other New Business, Mayor Moore Wolfe called for Consent Calendar Items A. through D. and asked if any Council member wished to have an item removed from the Consent Calendar. No Council member wished to remove an item from the Consent Calendar. The Clerk read items A. through D.:

R2021-31 Item A. Resolution Approving Appointment - Decatur Housing Authority
R2021-32 Item B. Resolution Approving Reappointment - Decatur Housing Authority
R2021-33 Item C. Resolution Approving Appointments - Human Relations Commission

R2021-34 Item D. Resolution Designating Representative of the City of Decatur, Illinois for Negotiating Terms and Conditions of a "Defederalization" Agreement Between the City of Decatur and the U.S. Economic Development Administration

Councilman McDaniel moved Items A. through D. be approved by Omnibus Vote; seconded by Councilwoman Gregory, and on call of the roll, Council members David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker, Lisa Gregory and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

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

Council voiced their support of the Decatur Police Department considering the increase in crime throughout the community.

City Manager Wrighton answered questions from a couple of Council members regarding steps that would be necessary to revisit allowing cannabis related businesses in Decatur.

Councilman McDaniel moved the City Council meeting be adjourned; seconded by Councilman Horn and upon call of the roll, Council members Chuck Kuhle, Pat McDaniel, Rodney Walker, David Horn and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe declared the City Council meeting adjourned at 6:05 p.m.

Approved _____
Kim Althoff
City Clerk

Public Works

DATE: 3/15/2021

MEMO:

TO: Mayor Julie Moore Wolfe & Decatur City Council Members

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

SUBJECT: Public Hearing on Quick Take Authority

SUMMARY RECOMMENDATION: It is requested that the City Council conduct a public hearing on the proposed condemnation and anticipated legislative quick take of certain properties required for the Brush College/Faires Parkway Grade Separation Project.

BACKGROUND:
The City Council has approved the acquisition of numerous parcels of land for the Brush College/Faires Parkway Grade Separation Project during the past year. All of the acquisitions approved so far have been the result of negotiated settlements with the owners. Some parcels have been donated, most have been acquired by paying amounts at or above fair market value, plus relocation and other costs. However, two property owners have demanded sums for their property that are substantially above fair market value (in some cases several times market value). While the city always seeks to acquire property through good faith negotiations, it is not fair to the taxpayers or to adjoining owners that have already sold, to allow holdouts like this to stop the project.

Quick take is a legislative process that verifies that the construction project is a public project warranting the use of eminent domain, and allows the city to quickly take the property so construction is not delayed, even though a judicial determination of the value to be paid for the property will be adjudicated at a later date. Initiating this process requires a public hearing. Notices of the hearing are included in the packet materials.

POTENTIAL OBJECTIONS: The effected property owners are likely to object, and they have received notice of the hearing.

ATTACHMENTS:

Description	Type
Quick Take Letter 57b	Cover Memo
Quick Take Letter 57a	Cover Memo
Quick Take Letter 1-1880 N Brush College Rd	Cover Memo

Quick Take Letter 2-1880 N Brush College Rd	Cover Memo
Quick Take Legal Notice 57a	Cover Memo
Quick Take Legal Notice 57b	Cover Memo
Quick Take Legal Notice 1880 N Brush College Road	Cover Memo
Map	Backup Material

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

February 16, 2021

Walston Auto Wrecking
Attn: Joseph L. Walston
3941 East Faries Parkway
Decatur, Illinois 62526

Re: Eminent Domain Public Hearing
4147 East Faries Parkway and 4000 East Logan Street

Dear Mr. Walston,

The City of Decatur is preparing to construct a grade separation and modernized intersection at Brush College Road and Faries Parkway. This improvement requires the acquisition of Parcel 57b, at 4147 East Faries Parkway and 4000 East Logan Street, which public records indicate is owned by Leroy Walston. The City is notifying you of its intent to request approval of legislation by the General Assembly authorizing the City to acquire the property described below by eminent domain using "quick-take" powers under Section 20-5-5 of the Eminent Domain Act.

Partial Fee Acquisition

A part of the East 108.9 feet of Lot One (1) of Westlake 2nd Addition of Outlots to the City of Decatur, Illinois, per Plat recorded in Book 335, Page 591 of the Records in the Recorder's Office of Macon County, Illinois and described as follows:

Commencing at an Illinois Department of Transportation Vault found at the northwest corner of Section 8, Township 16 North, Range 3 East of the Third Principal Meridian per Monument Record recorded as Document 1894076 of the records aforesaid; thence, along bearings reference to the Illinois State Plane Coordinate System, NAD83 (2011 Adjustment), East Zone, North 89 degrees 06 minutes 39 seconds East 1204.57 feet, along the north line of the Northwest Quarter of said Section 8; thence South 0 degrees 11 minutes 07 seconds East 7.33 feet to the intersection of the west line of the East 108.9 feet of said Lot One (1) with the north line of said Lot One (1) and the Point of Beginning; thence North 87 degrees 53 minutes 06 seconds East 108.90 feet, along said north line, also being the existing south right of way line of East Faries Parkway per said Book 335, Page 591, to the northeast corner of said Lot One (1); thence South 0 degrees 11 minutes 07 seconds East 389.96 feet, along the east line of said Lot One (1), to the southeast corner of said Lot One (1); thence South 87 degrees 53 minutes 21 seconds West 108.90 feet, along the south line of said Lot One (1), also being the existing north right of way line of East Logan Street per said Book 335, Page 591, to the southwest corner of the East 108.9 feet of said Lot One (1); thence North 0 degrees 11 minutes 07 seconds West 34.92 feet along the west line of the East 108.9 feet of said Lot One (1); thence North 42 degrees 59 minutes 54 seconds East 85.21 feet; thence North 02 degrees 28 minutes 18 seconds East 182.00 feet; thence North 33 degrees 26 minutes 49 seconds West 88.33 feet; thence South 83 degrees 08 minutes 31 seconds West 18.43 feet to the west line of the East 108.9 feet of said Lot One (1);

thence North 0 degrees 11 minutes 07 seconds West 39.38 feet, along said west line, to the Point of Beginning. Said parcel contains 0.600 acres, more or less.

Temporary Construction Easement

A part of the East 108.9 feet of Lot One (1) of Westlake 2nd Addition of Outlots to the City of Decatur, Illinois, per Plat recorded in Book 335, Page 591 of the Records in the Recorder's Office of Macon County, Illinois and described as follows:

Commencing at an Illinois Department of Transportation Vault found at the northwest corner of Section 8, Township 16 North, Range 3 East of the Third Principal Meridian per Monument Record recorded as Document 1894076 of the records aforesaid; thence, along bearings reference to the Illinois State Plane Coordinate System, NAD83 (2011 Adjustment), East Zone, North 89 degrees 06 minutes 39 seconds East 1204.57 feet, along the north line of the Northwest Quarter of said Section 8, to the intersection of the northerly extension of the west line of the East 108.9 feet of said Lot One (1) with said north line; thence South 0 degrees 11 minutes 07 seconds East 46.71 feet along said northerly extension and said west line; thence North 83 degrees 08 minutes 31 seconds East 18.43 feet; thence South 33 degrees 26 minutes 49 seconds East 12.23 feet to the Point of Beginning; thence continue South 33 degrees 26 minutes 49 seconds East 41.57 feet; thence North 89 degrees 34 minutes 37 seconds West 23.33 feet; thence North 0 degrees 41 minutes 26 seconds East 34.52 feet to the Point of Beginning. Said parcel contains 0.009 acres (403 square feet), more or less.

The City will conduct a public hearing on March 15, 2021 at 5:30 p.m. at the Decatur Civic Center Theater located at #1 Gary K. Anderson Plaza, Decatur, Illinois, on the question of the acquisition of the afore described property by the City by eminent domain using quick-take powers.

Sincerely,

Matthew C. Newell, P.E.
Public Works Director

Cc: Scot Wrighton, City Manager
Wendy Morthland, Corporation Counsel

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

February 16, 2021

Walston Auto Wrecking
Attn: Joseph L. Walston
3941 East Faries Parkway
Decatur, Illinois 62526

Re: Eminent Domain Public Hearing
3941 East Faries Parkway

Dear Mr. Walston,

The City of Decatur is preparing to construct a grade separation and modernized intersection at Brush College Road and Faries Parkway. This improvement requires the acquisition of Parcel 57a, at 3941 East Faries Parkway, which public records indicate is owned by Leroy Walston. The City is notifying you of its intent to request approval of legislation by the General Assembly authorizing the City to acquire the property described below by eminent domain using "quick-take" powers under Section 20-5-5 of the Eminent Domain Act.

Partial Fee Acquisition

A part of the East one half of the West 446.77 feet of the East 1003.67 feet of Lot One (1) and a part of the West 224 feet of the East 556.9 feet of Lot One (1) all of Westlake 2nd Addition of Outlots to the City of Decatur, Illinois, per Plat recorded in Book 335, Page 591 of the Records in the Recorder's Office of Macon County, Illinois and described as follows:

Commencing at an Illinois Department of Transportation Vault found at the northwest corner of Section 8, Township 16 North, Range 3 East of the Third Principal Meridian per Monument Record recorded as Document 1894076 of the records aforesaid; thence, along bearings reference to the Illinois State Plane Coordinate System, NAD83 (2011 Adjustment), East Zone, North 89 degrees 06 minutes 39 seconds East 533.51 feet, along the north line of the Northwest Quarter of said Section 8; thence South 0 degrees 11 minutes 07 seconds East 36.17 feet to the intersection of the west line of the East one half of the West 446.77 feet of the East 1003.67 feet of said Lot One (1) with the existing south right of way line of East Faries Parkway per Book 2515, Page 103 of the records aforesaid and the Point of Beginning; thence North 81 degrees 39 minutes 51 seconds East 16.50 feet along said existing right of way line; thence North 84 degrees 23 minutes 14 seconds East 207.86 feet, along said existing right of way line, to intersection of the north line of said Lot One (1) with the west line of the East 556.9 feet of said Lot One (1); thence North 87 degrees 53 minutes 06 seconds East 224.00 feet, along said north line, also being the existing south right of way line of East Faries Parkway per said Book 335, Page 591, to the east line of the West 224 feet of the East 556.9 feet of said Lot One (1); thence South 0 degrees 11 minutes 07 seconds East 58.03 feet along said east line; thence South 83 degrees 08

minutes 31 seconds West 145.41 feet; thence South 86 degrees 40 minutes 37 seconds West 208.00 feet; thence South 58 degrees 45 minutes 06 seconds West 110.93 feet to the west line of the East one half of the West 446.77 feet of the East 1003.67 feet of said Lot One (1); thence North 0 degrees 11 minutes 07 seconds West 114.00 feet, along said west line, to the Point of Beginning. Said parcel contains 0.743 acres, more or less.

Temporary Construction Easement

A part of the West 224 feet of the East 556.9 feet of Lot One (1) of Westlake 2nd Addition of Outlots to the City of Decatur, Illinois, per Plat recorded in Book 335, Page 591 of the Records in the Recorder's Office of Macon County, Illinois and described as follows:

Commencing at an Illinois Department of Transportation Vault found at the northwest corner of Section 8, Township 16 North, Range 3 East of the Third Principal Meridian per Monument Record recorded as Document 1894076 of the records aforesaid; thence, along bearings reference to the Illinois State Plane Coordinate System, NAD83 (2011 Adjustment), East Zone, North 89 degrees 06 minutes 39 seconds East 533.51 feet, along the north line of the Northwest Quarter of said Section 8, to the intersection of the northerly extension of the west line of the East one half of the West 446.77 feet of the East 1003.67 feet of said Lot One (1) with said north line; thence South 0 degrees 11 minutes 07 seconds East 150.17 feet along said northerly extension and said west line; thence North 58 degrees 45 minutes 06 seconds East 110.93 feet; thence North 86 degrees 40 minutes 37 seconds East 208.00 feet to the Point of Beginning; thence North 83 degrees 08 minutes 31 seconds East 91.78 feet; thence South 2 degrees 02 minutes 57 seconds East 5.66 feet; thence South 86 degrees 40 minutes 37 seconds West 91.48 feet to the Point of Beginning. Said parcel contains 0.006 acres (259 square feet), more or less.

The City will conduct a public hearing on March 15, 2021 at 5:30 p.m. at the Decatur Civic Center Theater located at #1 Gary K. Anderson Plaza, Decatur, Illinois, on the question of the acquisition of the afore described property by the City by eminent domain using quick-take powers.

Sincerely,

Matthew C. Newell, P.E.
Public Works Director

Cc: Scot Wrighton, City Manager
Wendy Morthland, Corporation Counsel

CITY OF DECATUR ILLINOIS

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

February 16, 2021

First State Bank of Bloomington
Trust Number 05-1298
204 North Prospect Road
Bloomington IL 61704

Timothy Jones
600 North Main Street
Ellsworth, IL 61730

Elias, Meginnes & Seghetti, P.C.
Attn: John S. Elias
416 Main Street, Suite 1400
Peoria Illinois 61602-1168

Re: Eminent Domain Public Hearing
New Back Door
1880 North Brush College Road

Dear Mr. Jones and Mr. Elias,

The City of Decatur is preparing to construct a grade separation and modernized intersection at Brush College Road and Faries Parkway. The City is notifying you of its intent to request approval of legislation by the General Assembly authorizing the City to acquire the property described below by eminent domain using "quick-take" powers under Section 20-5-5 of the Eminent Domain Act. Public records indicate the subject property is owned by First State Bank of Bloomington, as Successor Trustee under the provisions of a trust agreement dated the 22nd day of June, 1994, known as Trust Number 05-1298.

Legal Description:
Lot 8 of Westlake 2nd Addition of Outlots to the City of Decatur, as per Plat recorded in Book 335, Page 591 of the Records in the Recorder's Office of Macon County, Illinois also known as 1880 North Brush College Road

The City will conduct a public hearing on March 15, 2021 at 5:30 p.m. at the Decatur Civic Center Theater located at #1 Gary K. Anderson Plaza, Decatur, Illinois, on the question of the acquisition of the afore described property by the City by eminent domain using quick-take powers.

Sincerely,

Matthew C. Newell, P.E.
Public Works Director

Cc: Scot Wrighton, City Manager
Wendy Morthland, Corporation Counsel

CITY OF DECATUR ILLINOIS

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

February 16, 2021

Illinois Bell Telephone Company
C T Corporation System
208 So LaSalle St, Suite 814
Chicago, Illinois 60604

Tamara Hiser
3727 Meadowlark Drive
Decatur, Illinois 62526

Re: Eminent Domain Public Hearing
New Back Door
1880 North Brush College Road

To Whom it concerns,

The City of Decatur is preparing to construct a grade separation and modernized intersection at Brush College Road and Faries Parkway. The City is notifying you of its intent to request approval of legislation by the General Assembly authorizing the City to acquire the property described below by eminent domain using "quick-take" powers under Section 20-5-5 of the Eminent Domain Act. Public records indicate the subject property is owned by First State Bank of Bloomington, as Successor Trustee under the provisions of a trust agreement dated the 22nd day of June, 1994, known as Trust Number 05-1298.

Legal Description:
Lot 8 of Westlake 2nd Addition of Outlots to the City of Decatur, as per Plat recorded in Book 335, Page 591 of the Records in the Recorder's Office of Macon County, Illinois also known as 1880 North Brush College Road

The City will conduct a public hearing on March 15, 2021 at 5:30 p.m. at the Decatur Civic Center Theater located at #1 Gary K. Anderson Plaza, Decatur, Illinois, on the question of the acquisition of the afore described property by the City by eminent domain using quick-take powers.

Sincerely,

Matthew C. Newell, P.E.
Public Works Director

Cc: Scot Wrighton, City Manager
Wendy Morthland, Corporation Counsel

PUBLIC NOTICE

The City of Decatur, Illinois intends to request approval of legislation by the Illinois General Assembly that will authorize the City of Decatur, Illinois to acquire the real property described herein below by eminent domain using "quick take" authority under the Illinois Code of Civil Procedure (see the Illinois Complied Statutes: 735 ILCS 30/1-1-1 et Seq., and 735 ILCS 30/20-5-5) for the Brush College Road Grade Separation Project.

The City of Decatur, Illinois shall hold a public hearing on the question of the acquisition of the property described herein below by eminent domain using "quick take" authority in the Decatur Civic Center Theater located at 1 Gary K Anderson Plaza, Decatur, IL at 5:30 P.M. on March 15, 2021. The public is invited.

Parcel 57a (3941 East Faries Parkway)

Macon County

Route: F.A.U. 7448

Owner: Leroy Walston

Section: 17-00933-00-LA

Job Number: R-97-007-17

Permanent Index Number: 04-13-08-101-008 & 04-13-08-101-009

Partial Fee Acquisition:

A part of the East one half of the West 446.77 feet of the East 1003.67 feet of Lot One (1) and a part of the West 224 feet of the East 556.9 feet of Lot One (1) all of Westlake 2nd Addition of Outlots to the City of Decatur, Illinois, per Plat recorded in Book 335, Page 591 of the Records in the Recorder's Office of Macon County, Illinois and described as follows:

Commencing at an Illinois Department of Transportation Vault found at the northwest corner of Section 8, Township 16 North, Range 3 East of the Third Principal Meridian per Monument Record recorded as Document 1894076 of the records aforesaid; thence, along bearings reference to the Illinois State Plane Coordinate System, NAD83 (2011 Adjustment), East Zone, North 89 degrees 06 minutes 39 seconds East 533.51 feet, along the north line of the Northwest Quarter of said Section 8; thence South 0 degrees 11 minutes 07 seconds East 36.17 feet to the intersection of the west line of the East one half of the West 446.77 feet of the East 1003.67 feet of said Lot One (1) with the existing south right of way line of East Faries Parkway per Book 2515, Page 103 of the records aforesaid and the Point of Beginning; thence North 81 degrees 39 minutes 51 seconds East 16.50 feet along said existing right of way line; thence North 84 degrees 23 minutes 14 seconds East 207.86 feet, along said existing right of way line, to intersection of the north line of said Lot One (1) with the west line of the East 556.9 feet of

said Lot One (1); thence North 87 degrees 53 minutes 06 seconds East 224.00 feet, along said north line, also being the existing south right of way line of East Faries Parkway per said Book 335, Page 591, to the east line of the West 224 feet of the East 556.9 feet of said Lot One (1); thence South 0 degrees 11 minutes 07 seconds East 58.03 feet along said east line; thence South 83 degrees 08 minutes 31 seconds West 145.41 feet; thence South 86 degrees 40 minutes 37 seconds West 208.00 feet; thence South 58 degrees 45 minutes 06 seconds West 110.93 feet to the west line of the East one half of the West 446.77 feet of the East 1003.67 feet of said Lot One (1); thence North 0 degrees 11 minutes 07 seconds West 114.00 feet, along said west line, to the Point of Beginning. Said parcel contains 0.743 acres, more or less.

Temporary Construction Easement:

A part of the West 224 feet of the East 556.9 feet of Lot One (1) of Westlake 2nd Addition of Outlots to the City of Decatur, Illinois, per Plat recorded in Book 335, Page 591 of the Records in the Recorder's Office of Macon County, Illinois and described as follows:

Commencing at an Illinois Department of Transportation Vault found at the northwest corner of Section 8, Township 16 North, Range 3 East of the Third Principal Meridian per Monument Record recorded as Document 1894076 of the records aforesaid; thence, along bearings reference to the Illinois State Plane Coordinate System, NAD83 (2011 Adjustment), East Zone, North 89 degrees 06 minutes 39 seconds East 533.51 feet, along the north line of the Northwest Quarter of said Section 8, to the intersection of the northerly extension of the west line of the East one half of the West 446.77 feet of the East 1003.67 feet of said Lot One (1) with said north line; thence South 0 degrees 11 minutes 07 seconds East 150.17 feet along said northerly extension and said west line; thence North 58 degrees 45 minutes 06 seconds East 110.93 feet; thence North 86 degrees 40 minutes 37 seconds East 208.00 feet to the Point of Beginning; thence North 83 degrees 08 minutes 31 seconds East 91.78 feet; thence South 2 degrees 02 minutes 57 seconds East 5.66 feet; thence South 86 degrees 40 minutes 37 seconds West 91.48 feet to the Point of Beginning. Said parcel contains 0.006 acres (259 square feet), more or less.

PUBLIC NOTICE

The City of Decatur, Illinois intends to request approval of legislation by the Illinois General Assembly that will authorize the City of Decatur, Illinois to acquire the real property described herein below by eminent domain using "quick take" authority under the Illinois Code of Civil Procedure (see the Illinois Complied Statutes: 735 ILCS 30/1-1-1 et Seq., and 735 ILCS 30/20-5-5) for the Brush College Road Grade Separation Project.

The City of Decatur, Illinois shall hold a public hearing on the question of the acquisition of the property described herein below by eminent domain using "quick take" authority in the Decatur Civic Center Theater located at 1 Gary K Anderson Plaza, Decatur, IL at 5:30 P.M. on March 15, 2021. The public is invited.

Parcel 57b (4147 East Faries Parkway & 4000 East Logan Street)

Macon County

Route: F.A.U. 7448

Owner: Leroy Walston

Section: 17-00933-00-LA

Job Number: R-97-007-17

Permanent Index Number: 04-13-08-101-011 & 04-13-08-101-012

Partial Fee Acquisition:

A part of the East 108.9 feet of Lot One (1) of Westlake 2nd Addition of Outlots to the City of Decatur, Illinois, per Plat recorded in Book 335, Page 591 of the Records in the Recorder's Office of Macon County, Illinois and described as follows:

Commencing at an Illinois Department of Transportation Vault found at the northwest corner of Section 8, Township 16 North, Range 3 East of the Third Principal Meridian per Monument Record recorded as Document 1894076 of the records aforesaid; thence, along bearings reference to the Illinois State Plane Coordinate System, NAD83 (2011 Adjustment), East Zone, North 89 degrees 06 minutes 39 seconds East 1204.57 feet, along the north line of the Northwest Quarter of said Section 8; thence South 0 degrees 11 minutes 07 seconds East 7.33 feet to the intersection of the west line of the East 108.9 feet of said Lot One (1) with the north line of said Lot One (1) and the Point of Beginning; thence North 87 degrees 53 minutes 06 seconds East 108.90 feet, along said north line, also being the existing south right of way line of East Faries Parkway per said Book 335, Page 591, to the northeast corner of said Lot One (1); thence South 0 degrees 11 minutes 07 seconds East 389.96 feet, along the east line of said Lot One (1), to the southeast corner of said Lot One (1); thence South 87 degrees 53 minutes 21 seconds West 108.90 feet, along the south line of said Lot One (1), also being the existing north

right of way line of East Logan Street per said Book 335, Page 591, to the southwest corner of the East 108.9 feet of said Lot One (1); thence North 0 degrees 11 minutes 07 seconds West 34.92 feet along the west line of the East 108.9 feet of said Lot One (1); thence North 42 degrees 59 minutes 54 seconds East 85.21 feet; thence North 02 degrees 28 minutes 18 seconds East 182.00 feet; thence North 33 degrees 26 minutes 49 seconds West 88.33 feet; thence South 83 degrees 08 minutes 31 seconds West 18.43 feet to the west line of the East 108.9 feet of said Lot One (1); thence North 0 degrees 11 minutes 07 seconds West 39.38 feet, along said west line, to the Point of Beginning. Said parcel contains 0.600 acres, more or less.

Temporary Construction Easement:

A part of the East 108.9 feet of Lot One (1) of Westlake 2nd Addition of Outlots to the City of Decatur, Illinois, per Plat recorded in Book 335, Page 591 of the Records in the Recorder's Office of Macon County, Illinois and described as follows:

Commencing at an Illinois Department of Transportation Vault found at the northwest corner of Section 8, Township 16 North, Range 3 East of the Third Principal Meridian per Monument Record recorded as Document 1894076 of the records aforesaid; thence, along bearings reference to the Illinois State Plane Coordinate System, NAD83 (2011 Adjustment), East Zone, North 89 degrees 06 minutes 39 seconds East 1204.57 feet, along the north line of the Northwest Quarter of said Section 8, to the intersection of the northerly extension of the west line of the East 108.9 feet of said Lot One (1) with said north line; thence South 0 degrees 11 minutes 07 seconds East 46.71 feet along said northerly extension and said west line; thence North 83 degrees 08 minutes 31 seconds East 18.43 feet; thence South 33 degrees 26 minutes 49 seconds East 12.23 feet to the Point of Beginning; thence continue South 33 degrees 26 minutes 49 seconds East 41.57 feet; thence North 89 degrees 34 minutes 37 seconds West 23.33 feet; thence North 0 degrees 41 minutes 26 seconds East 34.52 feet to the Point of Beginning. Said parcel contains 0.009 acres (403 square feet), more or less.

PUBLIC NOTICE

The City of Decatur, Illinois intends to request approval of legislation by the Illinois General Assembly that will authorize the City of Decatur, Illinois to acquire the real property described herein below by eminent domain using "quick take" authority under the Illinois Code of Civil Procedure (see the Illinois Complied Statutes: 735 ILCS 30/1-1-1 et Seq., and 735 ILCS 30/20-5-5) for the Brush College Road Grade Separation Project.

The City of Decatur, Illinois shall hold a public hearing on the question of the acquisition of the property described herein below by eminent domain using "quick take" authority in the Decatur Civic Center Theater located at 1 Gary K Anderson Plaza, Decatur, IL at 5:30 P.M. on March 15, 2021. The public is invited.

Parcel 39 (1880 North Brush College Road)

Macon County

Route: F.A.U. 7448

Owner/Occupant/Interested Parties: First State Bank of Bloomington, as Successor Trustee under the provisions of a trust agreement dated the 22nd day of June, 1994, known as Trust Number 05-1298, Tamara a/k/a Tammy Hiser and Illinois Bell Telephone Company

Section: 17-00933-00-LA

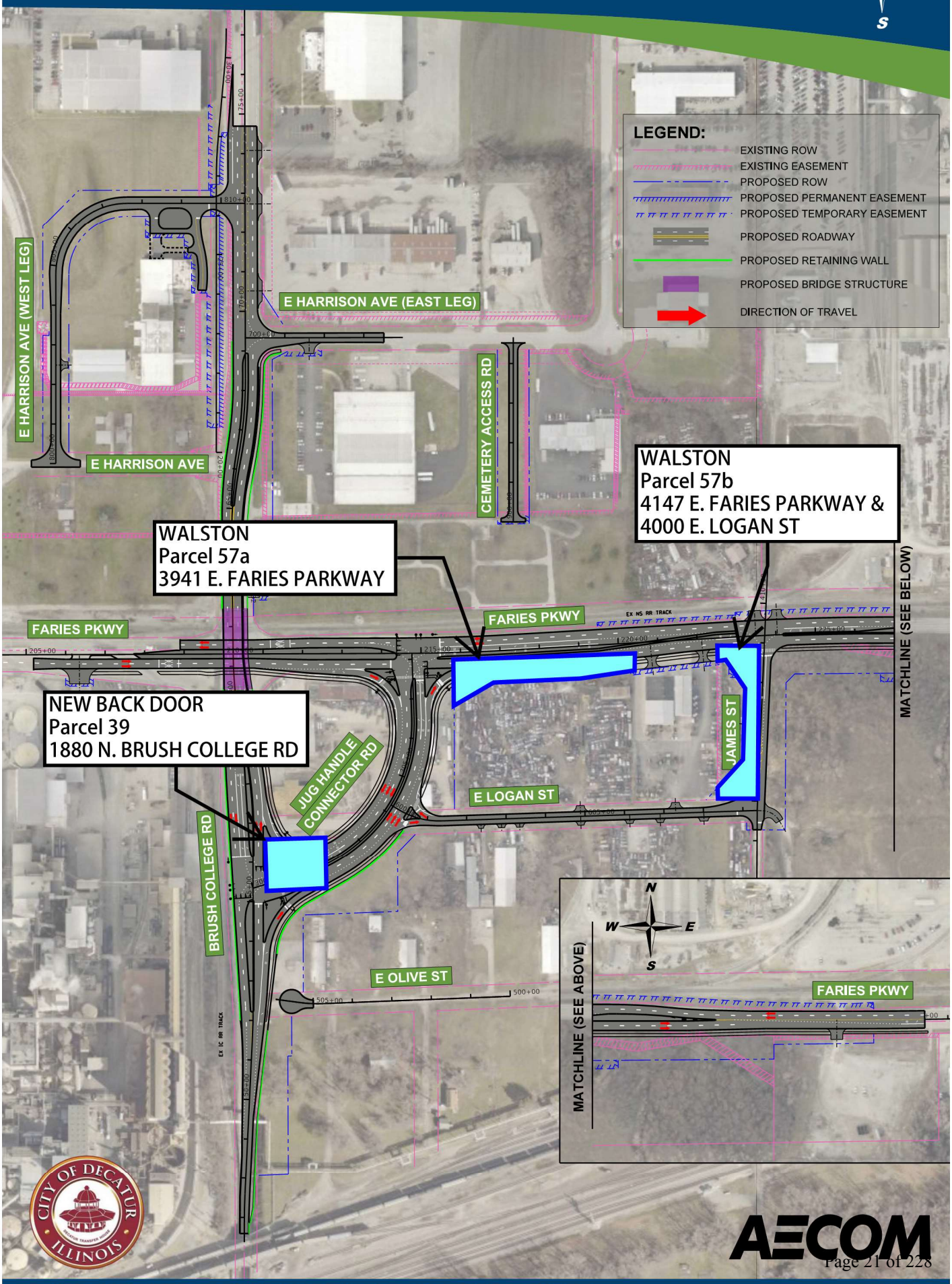
Job Number: R-97-007-17

Permanent Index Number: 04-13-08-102-001

Partial Fee Acquisition:

Lot Eight (8) of Westlake 2nd Addition of Outlots to the City of Decatur, as per Plat recorded in Book 335, Page 591 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the Estate of said coal and other minerals). Situated in Macon County, Illinois.

Project Plan



BRUSH COLLEGE ROAD OVERPASS AT FARIES PARKWAY AND NS RAILROAD • CITY OF DECATUR • PUBLIC WORKS

MARCH 26, 2020

SUBJECT: Treasurer's Financial Report

ATTACHMENTS:

Description	Type
Financial Commentary	Cover Memo
Financial report	Cover Memo

CITY OF DECATUR ILLINOIS

ONE GARY K. ANDERSON PLAZA DECATUR, ILLINOIS 62523

Treasurers Financial Report
February 2021

The Year in Play

The year 2020 was a difficult and challenging year for the City entity. The pandemic experience challenged the City entity operationally and financially. The pandemic affected and challenged the City in the broader perspective of the pandemic impact on citizens, businesses operating in the City, taxpayers, and stakeholders of the City.

The pandemic impact on the economy negatively impacted revenue for the City. Expenditure containment counter measures were enacted to offset the negative revenue impact. City ability to enact the counter measure expense containment to the revenue shortfall, resulted in a significant mitigation to the pandemic negative effect to the City Treasury. The negative revenue effect of $3.3 million was reduced to a negative City Treasury impact of $0.7 million due to the mitigation measures enacted by the City.

As the City begins 2021, the City is presented with challenges and unknowns that will have impact on City finances and operations.

- COVID-19 Pandemic development,
- Eventual speed of the economic re-opening,
- Economic development success in the City and region,
- Manufacturing employment in the local economy,
- Development of state and local sales tax revenues to the City,
- Development of state use tax revenues to the City from “internet” purchase transactions,
- Development of locally imposed tax revenues including utility, food & beverage, hotel use, local MFT,
- State Legislative decisions impacting LGDF revenue distribution to the city,
- State Legislative budget matters and impact to the city

The development of these challenges and unknowns will have significant impact on the financial position, financial condition development and progress of the City of Decatur.

The fiscal year 2021 budget was approved by the Decatur City Council on December 7, 2020 with adoption of Council Ordinance 2020-164. The adopted budget for all funds and activities of the City includes Revenue of $210.4 million and Expense of $230.0 million, representing an in-period cash basis deficit of $19.5 million.

The General Fund budget, as a part of the adopted City budget, includes General Fund Revenue of $70.3 million and Expense of $71.2 million, representing an in-period deficit of $0.9 million.

The non-general fund deficit of $18.6 million is the result of the year-on-year timing of revenue received versus expenditures for projects including water utility, sewer and storm sewer fund projects, state motor fuel tax and local motor fuel tax projects, as well as other capital and infrastructure project initiatives of the City. The non-general fund deficit is funded by existing cash position reserves of the City Treasury and presents no adverse financial position to the City Treasury.

City Financial Position

The City of Decatur ended February 2021 with a total cash position of $54.9 million (excluding trust and agency funds earmarked for Police and Fire pensions) versus the cash position of $65.1 as of the end of January.

The City General Fund ended February 2021 with a cash position of $8.8 million versus the January cash position of $8.5 million. The General Fund is the primary operating fund of the City which provides the cash to pay for the basic services to citizens and stakeholders, including public safety protection, public works services, code enforcement, economic and community development services as well as general government service.

The General Fund cash reserve position on February 28 of $8.8 million represents 44 days of budgeted fiscal year 2021 expense coverage in the City General Fund. The council approved cash reserve policy is a 60-day cash reserve or $11-12 million.

City cash on February 28 excluding the General Fund cash position is $46.1 million, contained in Special Revenue funds ($4.2 million), TIF Redevelopment funds ($2.2 million), Capital funds ($5.9 million), Debt Service fund ($0.2 million), Internal Service funds ($5.4 million) and Enterprise funds ($28.2 million), earmarked for specific purpose and not expendable to finance the cost of basic services provided to citizens and stakeholders.

Fund Type	Feb 2021	Jan 2021	Comment
Special Revenue	4.2	5.1	Library, State MFT, Local MFT, Federal programs, etc
TIF Redevelopment	2.2	2.1	Debt service and redevelopment agreement obligations
Capital	5.9	7.1	Capital funding available
Debt	0.2	1.4	Debt service obligations
Internal Service	5.4	5.4	Risk insurance, EE healthcare benefits, Fleet maintenance
Enterprise	28.2	35.5	Utilities - Water, Sewer, Storm Water, Lake Dredging, Transit
Non-General Fund	46.1	56.6	
General Fund	8.8	8.5	Basic services to citizens and stakeholders
Total City Cash	54.9	65.1	

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

Changes of note in the period:

- Special Revenue funds decrease ($0.9 million). State and Local MFT funds decrease ($0.9 million), Library Fund decrease ($0.2 million), Grant Fund increase ($0.2 million).
- TIF Redevelopment funds increase ($0.1 million).
- Capital funds decrease ($1.2 million) due in period payments for vehicle acquisition in the Equipment Replacement fund, to be recovered upon closure of the vehicle acquisition debt instrument.
- Debt fund decrease ($1.2 million) with scheduled in period payment of debt service P+I obligations.
- Enterprise funds decreased $7.3 million. Water funds decreased ($6.1 million) due in period positive cash flow from operations of $1.4 million, offset by in period debt service payments of $7.4 million and in period Capex expense of $0.1 million; Transit decreased $0.7 million, funding issues are present with the federal operating grant remaining outstanding and not approved by City Council costing the Treasury $0.9 million; Sewer fund decrease $0.3 million, with expenditures exceeding in period revenue; Storm Water fund decrease $0.2 million, with expenditures exceeding in period revenue.
- **At present, Transit is in a negative cash position of $0.6 million as of the end of February. City has a Transit funding issue that needs attention.**

General Fund Position

Cash

The City General fund cash position ended February at $8.8 million, an increase from the January cash position of $8.5 million. The current cash balance represents a cash reserve position of 44 days (was 43 days).

General Fund Result

City General Fund position of revenue received versus expense incurred to date is as follows for the period ending February 2021.

$ (000)	**Budget (4)**	**Year to Date (1)**	**Budget Target (2)**	**% vs Target (3)**
Revenue	70,300	10,020	9,936	0.8%
Expense	71,200	8,868	9,265	(4.2)%
Surplus(deficit)	(900)	1,152	671	

Chart notes
1 – actual year to date general fund revenue and expense
2 – budget year to date general fund revenue and expense
3 – year to date percentage comparison of actual to budget
4 – annual budget, with Council Adoption on December 7, 2020

General Fund Revenue

Revenue to date through February is $10.0 million versus budget to date revenue of $9.9 million, above budget by $0.1 million or 0.8%.

Year to date position of revenue vs. budget

$ (000)	**Actual**	**Budget**	**vs Budget**	**% vs Budget**
Local taxes				
Cable TV tax	364	236	128	54%
Food & beverage	497	539	(42)	(8)%
Hotel use tax	85	84	1	1%
Mobile home privilege tax	14	-	14	-
Property tax	159	-	159	-
Telephone utility tax	691	254	437	++
Utility tax – electric & natural gas	387	847	(460)	(54)%
Total local tax	**2,197**	**1,960**	**237**	**12%**
State remitted taxes				
Auto rental tax	5	7	(2)	(28)%
State cannabis tax	15	14	1	7%
Local sales tax	1,595	1,710	(115)	(7)%
Aviation fuel tax	1	-	1	-
State local use tax	622	518	104	20%
State income tax	1,660	1,414	246	17%
State replacement tax	186	146	40	27%
State sales tax	1,795	1,916	(121)	(6)%
Video gaming tax	86	220	(134)	(61)%
Total state remitted tax	**5,965**	**5,945**	**20**	**-**

Other revenue				
Road & bridge tax	4	-	4	-
Charge for service (internal city)	1,352	1,374	(22)	(2)%
Third party revenue	194	180	14	8%
Grants	21	-	21	-
Fees for service	287	477	(190)	(40)%
Interest income	-	-	-	-
Other revenue	**1,858**	**2,031**	**(173)**	**(9)%**
General fund revenue	**10,020**	**9,936**	**84**	**0%**

Revenue numbers may not add due to rounding

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

Key General Fund revenues supporting General Fund expenses are presented in the chart below depicting the full year budget, year to date revenue received, with comparison to the full year budget and prior year revenue receipt. With two months into the twelve-month cycle, the year-to-date benchmark is 17% of the full year budget revenue.

$ (000)	**2021 Budget**	**2021 YTD**	**YTD % of Year Budget**	**2020 YTD**	**% Change yr vs yr**
State Sales Tax	11,519	1,794	16%	1,915	(6)%
Local Sales Tax	10,237	1,594	16%	1,702	(6)%
State Income Tax	8,203	1,660	20%	1,414	17%
Utility Tax (Gas & Elec)	4,376	387	9%	846	--
Food & Beverage Tax	3,150	497	16%	542	(8)%
State Local Use Tax	3,350	622	19%	474	31%
Video Gaming Tax	1,320	86	6%	269	--
Telephone Tax	1,304	691	53%	267	++
State Replacement Tax	901	186	21%	177	5%
Hotel Use Tax	650	85	13%	108	(21)%
Cable TV Tax	953	364	38%	246	38%

General Fund Expense Comments

On a year-to-date basis, general fund spending of $8.868 million is below budget by $0.397 million or 4%.

Year to date position of expense vs. budget

$ (000)	**Actual**	**Budget**	**vs Budget**	**% vs Budget)**
General government	1,210	1,236	(26)	(2)%
Development services	425	441	(16)	(4)%
Public safety	5,777	5,936	(159)	(3)%
Public works	1,456	1,652	(196)	(12)%
General fund expense	**8,868**	**9,265**	**(397)**	**(4)%**

Expense numbers may not add due to rounding

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

Federal HOME Fund	$0.1 million	Earmarked for federally approved programs
Federal CDBG Fund	$0.1 million	Earmarked for federally approved programs
State Drug Enforcement	$0.3 million	Earmarked for police programs as available
Federal Drug Enforcement	$0.3 million	Earmarked for police programs as available
Building Fund	$0.2 million	Earmarked for R&M and capital of Library facility
Public Library Fund	$1.1 million	Operational fund of Library In line with expectation
Library Capital Fund	$0.3 million	Earmarked for CapEx requirements and cash reserves
Library Trust Fund	$0.2 million	Donations received in trust for specific purpose as defined by the donors and unavailable for other use
Local Roads and Streets	$1.2 million	Earmarked for street repair and maintenance
State Motor Fuel Tax	$1.2 million	Earmarked for street repair and maintenance. Negative cash result of Brush College initiative property acquisition awaiting project grant funding receipts
Community Revitalization	$1.5 million	Earmarked for revitalization initiatives.
2018 Project Fund	$5.4 million	2018 GO bond proceeds available for construction of new fire stations 3, 5 and 7
Capital Project Fund	$0.1 million	Minimal funding available
Equipment Replacement	$0.3 million	Earmarked for police, fire and public works capital requirements including vehicle equipment replacement
Debt Fund	$0.2 million	Earmarked for debt payments on current debt issues
Fleet Maintenance	$0.2 million	Earmarked for repair and maintenance of city vehicle fleet
Risk Management Fund	$2.7 million	Cash reserves for ongoing business insurance costs including liability, property, worker's compensation. City reserve desired is $2.5 million necessary to sustain and protect the city
Employee Insurance Fund	$2.5 million	Coverage for healthcare and other EE benefit expense. Cash reserve desired is $2.25 million necessary to sustain and protect the city
Public Transit Operations	$0.6 million	Earmarked for operational and capital funding of the transit system. New bus procurement grant funds outstanding, federal operating grant funds outstanding, state IDOT operating grant funds outstanding. **Transit funding is an issue**
Fiber Optics Fund	$0.1 million	Earmarked for city investment in the next phase of fiber optic network.
Storm Water Fund	$2.9 million	Balance and ongoing cash flow is sufficient to fund currently defined storm water projects
Sewer Fund	$9.9 million	Balance available and revenue flow will fund currently defined sewer projects – Council ordinance 2016-91 adopted 12/05/2016 provides the price increase required to fund sewer projects in compliance with US EPA requirements
Water Utility Funds	$15.6 million	Cash balance of $15.6 million, includes $12.5 million sequestered in the debt reserve fund, representing the next 12 months' debt service payments. Inter fund loan of $1.382 million to city capital project fund to pay for the Johnson Controls energy savings initiative remains outstanding and due the water funds. This receivable is not included in the water fund cash position of $15.6 million. The current cash position allows funding of capital expense securing water main infrastructure replacement and other necessary capital expenditure envisioned in the short-term period.

		The Water Utility Fund continues to operate in accordance with the price increase model expectations
Water Bond Construction	$0.2 million	Project completed and un-spent funds remaining. Will be transferred to debt service obligation in accordance with bond covenants

Trust & Agency Fund balance of $176.8 million is sequestered in the Police and Fire Pension Funds and are not available for expenditure on other city operations.

Investments

City investments include $13.5 million in US Treasury Bonds. The investment schedule on page 9 of the Treasurer's financial report provides the details of the investments. The investments are comprised of $2.8 million fire station initiative bond proceeds and $10.7 million of pooled cash.

The bond proceeds and pooled cash are invested in treasury bonds and are scheduled to mature over the next months - 2 years.

The interest earnings from the investments to date have earned the city $1.0 million. Additional interest income will accrue to the city over the period to investment maturity in an amount approximating $0.2+ million.

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

Debt

Debt outstanding is $170 million and includes all outstanding bond debt, notes and loan payable and capital leases. All debt principal and interest payments are covered within the 2021 fiscal year operating plan and budget and are secured within the current cash flow operations of the City.

Revenue Tracking

City-wide Revenue received to date in the fiscal month ending February 2021 of $25.8 million is 12% of the annual revenue budget of $210.4 million.

Of note, the property tax revenues received by the City according to the 2019 Tax Levy in effect, provide the cash resources to fund City contributions to the Police and Firemen's Pension Fund, fund City contributions to the operation of the Decatur Public Library, provide City funding for a portion of the General Obligation Bond debt payments, and provide funding for the City contribution to the Decatur Municipal Band.

The cost of day to day City government operations as well as capital spending requirements of City operations, including general government, public safety police and fire protection, public works streets & municipal services and infrastructure operations, are not funded by property tax revenues, but rather are funded by other taxes including locally imposed or state distributed sales & use tax, income tax, food & beverage tax, hotel/motel tax, utility tax, and other minor tax.

Property Tax in 2021

The 2020 property tax levy, approved by the Decatur City Council in December 2020 with Council Ordinance 2020-166, for a tax levy amount of $14,462,508, has not yet been certified by the State of Illinois.

Equalized assessed value ("EAV") for the 2020 EAV period, with property tax payable in 2021, is estimated to be $849,000,000.

The City property tax rate for 2020 EAV with tax payable in 2021 is projected to be 1.70348% versus the prior year tax rate of $1.70346%.

The City property tax levy / tax rate is projected to be 16% of the total property tax levy / tax rate for City property owners.

Expenditure Tracking

City-wide expenditures to date thru February of $34.6 million is 15% of the full year budget of $230.0 million.

Water Utility

The financial performance of the City Water Utility is illustrated on pages 22-23. The report, which mimics normal reporting of a business enterprise, depicts actual profit and loss statement performance versus budget and prior year on both a monthly and year-to-date basis. In addition, certain key balance sheet items are reported as well as CapEx project spending.

Water Utility performance achieved through February is an operating margin before debt service of $2.8 million on revenues of $4.9 million. Debt principal and interest payments on GO bonds and other debt instruments in 2021 of $7.6 million were transacted during the period to date.

Operating income achieved through February is a loss position of $4.8 million, on par with the budget, and on par with the prior year.

Concerns are present in the recent year(s) performance of the water utility. Revenues remain flat with operating expense and debt service expense increasing.

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

Headcount Staffing

Current full-time staffing level is 426 FTE's versus budget of 451 FTE's.

Gregg D. Zientara
City Treasurer & Director of Finance
March 9, 2021

Fiscal Year 2021

Fiscal Period Ending February 2021

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 2021

Fund	Fund Name	Opening Cash & Investments	Receipts	Disbursements	Balance Sheet Accts Activity	Investment Transfers	Ending Cash Balance	Investments	Total Cash & Investments	Interfund Loans (Borrowing)
	General Fund									
10	GENERAL FUND	8,542,497.73	4,536,224.24	4,275,126.75	(38,632.91)		8,764,962.31		8,764,962.31	0.00
	Special Revenue Funds									
17	HOME FUND	82,742.47	8,479.27	7,555.49	0.00		83,666.25		83,666.25	
18	CDBG FUND	19,245.01	144,599.36	109,158.30	0.00		54,686.07		54,686.07	
22	DUATS FUND	49,456.38	9,117.15	7,266.00	0.00		51,307.53		51,307.53	
25	STATE DRUG ENFORCEMENT	228,605.73	34,485.50	15,855.90	29,779.00		277,014.33		277,014.33	
26	DUI FINES AND FEES FUND	501,180.65	5,066.28	24,667.95	0.00		481,578.98		481,578.98	
27	POLICE LAB & PROGRAMS	190,205.31	100.00	784.15	0.00		189,521.16		189,521.16	
30	FEDERAL DRUG ENFORCEMENT	274,999.11	0.00	0.00	0.00		274,999.11		274,999.11	
34	BUILDING FUND	233,998.51	47,917.00	34,933.81	0.00		246,981.70		246,981.70	
35	LIBRARY FUND	1,351,861.50	54,976.71	308,131.12	0.00		1,098,707.09		1,098,707.09	
36	MUNICIPAL BAND FUND	101,530.81	1,053.00	1,794.00	0.00		100,789.81		100,789.81	
37	FOREIGN FIRE INSURANCE FUND	161,820.70	1.23	3,206.36	0.00		158,615.57		158,615.57	
42	LOCAL STREETS & ROADS	1,720,340.35	116,173.97	605,344.07	0.00		1,231,170.25		1,231,170.25	
46	MOTOR FUEL TAX FUND	(810,696.26)	250,846.98	688,410.54	0.00		(1,248,259.82)		(1,248,259.82)	
58	LIBRARY CAPITAL	332,994.89	0.00	0.00	0.00		332,994.89		332,994.89	
59	LIBRARY TRUST FUNDS	165,704.98	130.00	4,237.93	0.00		161,597.05		161,597.05	
82	DCDF FUND	146,231.34	1,367.73	2,985.46	0.00		144,613.61		144,613.61	
84	COMMUNITY REVITALIZATION	1,548,289.63	0.00	350.00	0.00		1,547,939.63		1,547,939.63	
85	GRANT FUND	(1,177,713.92)	266,152.55	46,505.08	0.00		(958,066.45)		(958,066.45)	
	Total Special Revenue Funds	5,120,797.19	940,466.73	1,861,186.16	29,779.00	0.00	4,229,856.76	0.00	4,229,856.76	0.00
	TIF & Redevelopment Funds									
19	OLDE TOWNE TIF FUND	93,791.03	53,569.08	0.00	0.00		147,360.11		147,360.11	
20	SE PLAZA TIF FUND	27,226.88	0.00	0.00	0.00		27,226.88		27,226.88	
21	WABASH CROSSING TIF	1,349,330.05	0.00	0.00	0.00		1,349,330.05		1,349,330.05	
23	EASTGATE TIF FUND	279,194.81	17,380.00	0.00	0.00		296,574.81		296,574.81	
24	SOUTHSIDE TIF FUND	102,734.50	0.00	0.00	0.00		102,734.50		102,734.50	
28	PINES SHOPPING CENTER TIF	103,275.39	2,849.00	0.00	0.00		106,124.39		106,124.39	
29	GRAND & OAKLAND TIF	167,573.80	5,413.00	0.00	0.00		172,986.80		172,986.80	
	Total TIF & Redevelpmnt Funds	2,123,126.46	79,211.08	0.00	0.00	0.00	2,202,337.54	0.00	2,202,337.54	0.00
	Capital Funds									
40	PEG CAPITAL FUND	94,642.58	17,603.10	3,345.00	0.00		108,900.68		108,900.68	
44	2018 PROJECT FUND	5,400,299.52	0.78	9,792.20	0.00		2,613,876.48	2,776,631.62	5,390,508.10	
45	CAPITAL PROJECT FUND	80,761.30	0.00	5,000.00	0.00		75,761.30		75,761.30	(1,381,816.00)
61	EQUIPMENT REPLACEMENT	1,489,266.04	1,090.00	1,160,059.28	0.00		330,296.76		330,296.76	
	Total Capital Funds	7,064,969.44	18,693.88	1,178,196.48	0.00	0.00	3,128,835.22	2,776,631.62	5,905,466.84	(1,381,816.00)

City of Decatur
Treasurer's Cash Report

Month of: February 2021

Fund	Fund Name	Opening Cash & Investments	Receipts	Disbursements	Balance Sheet Accts Activity	Investment Transfers	Ending Cash Balance	Investments	Total Cash & Investments	Interfund Loans (Borrowing)
	Debt Fund									
50	DEBT FUND	1,411,681.30	34,380.00	1,275,406.25	0.00		170,655.05		170,655.05	0.00
	Internal Service Funds									
60	FLEET MAINTENANCE	233,283.99	230,312.64	229,688.64	0.00		233,907.99		233,907.99	
64	RISK MANAGEMENT	2,546,775.28	253,373.17	80,926.88	0.00		2,719,221.57		2,719,221.57	
65	INSURANCE FUND	2,594,522.07	676,352.30	780,944.27	0.00		2,489,930.10		2,489,930.10	
	Total Internal Service Funds	5,374,581.34	1,160,038.11	1,091,559.79	0.00	0.00	5,443,059.66	0.00	5,443,059.66	0.00
	Enterprise Funds									
70	MASS TRANSIT -OPERATION	110,832.66	1,243,779.67	1,976,790.68	0.00		(622,178.35)		(622,178.35)	
77	FIBER OPTICS	84,758.21	3,590.80	3,000.00	0.00		85,349.01		85,349.01	
78	STORM WATER	3,096,740.33	106,223.12	279,137.18	0.00		2,923,826.27		2,923,826.27	
79	SEWER FUND	10,148,807.15	439,625.29	719,621.80	0.00		9,868,810.64		9,868,810.64	
80	WATER FUND	6,409,823.70	2,476,775.49	8,470,639.93	(3,716.53)		412,242.73		412,242.73	
81	WATER CAPITAL	2,778,544.44	0.00	103,490.67	0.00		2,675,053.77		2,675,053.77	1,381,816.00
86	WATER DEBT	12,500,000.00	0.00	0.00	0.00		12,500,000.00		12,500,000.00	
88	RECYCLING PROGRAM	137,175.86	46,470.72	48,933.16	0.00		134,713.42		134,713.42	
89	WATER BOND	217,329.47	0.00	0.00	0.00		217,329.47		217,329.47	
	Total Enterprise Funds	35,484,011.82	4,316,465.09	11,601,613.42	(3,716.53)	0.00	28,195,146.96	0.00	28,195,146.96	1,381,816.00
	Trust & Agency Funds									
90	FIRE PENSION FUND CASH	920,337.11	147,739.44	765,383.84	0.00		302,692.71		302,692.71	
90	FIRE PENSION INVESTMENTS	73,548,494.62	173,364.58	38,878.60	0.00			73,682,980.60	73,682,980.60	
	TOTAL FIRE PENSION	74,468,831.73	321,104.02	804,262.44	0.00	0.00	302,692.71	73,682,980.60	73,985,673.31	
91	POLICE PENSION FUND CASH	90,222.89	2,704,864.08	754,796.54	0.00		2,040,290.43		2,040,290.43	
91	POLICE PENSION INVESTMENTS	102,098,466.95	(1,278,229.89)	56,334.92	0.00			100,763,902.14	100,763,902.14	
	TOTAL FIRE PENSION	102,188,689.84	1,426,634.19	811,131.46	0.00	0.00	2,040,290.43	100,763,902.14	102,804,192.57	
	Total Trust & Agency Funds	176,657,521.57	1,747,738.21	1,615,393.90	0.00	0.00	2,342,983.14	99,882,194.95	176,789,865.88	0.00
	Total City Funds	241,779,186.85	12,833,217.34	22,898,482.75	(12,570.44)	0.00	54,477,836.64	102,658,826.57	231,701,351.00	0.00
Memorandum Items										
	Pooled Cash Investments	0.00	0.00	0.00	0.00	0.00	0.00	10,678,439.34	10,678,439.34	
	City Funds ex Trust & Agency	65,121,665.28	11,085,479.13	21,283,088.85	(12,570.44)	0.00	52,134,853.50	13,455,070.96	54,911,485.12	0.00

City of Decatur
Monthly Fund Balance History

Period Ending: February 2021

Fund	Year	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
10 General	2019	6,482,379	7,562,036	7,322,260	7,212,146	7,656,151	7,851,747	7,452,516	8,031,145	8,500,532	7,629,111	8,267,828	8,339,798
	2020	8,296,671	9,275,978	9,688,689	7,932,274	7,953,057	7,793,619	8,152,494	9,790,220	10,145,372	9,070,165	9,265,579	7,617,009
	2021	8,542,498	8,764,962	-	-	-	-	-	-	-	-	-	-
12 Econonic Develop	2019	108,548	79,069	39,032	34,670	29,388	(8,300)	7,473	476,484	(14,818)	(16,848)	(56,290)	-
	2020	-	-	-	-	-	-	-	-	-	-	-	-
17 HOME	2019	56,988	67,392	53,424	54,544	55,535	68,928	70,396	71,451	76,144	81,445	82,254	77,286
	2020	58,171	63,167	64,682	65,679	68,990	72,992	76,881	76,810	78,493	79,174	80,234	78,765
	2021	82,742	83,666	-	-	-	-	-	-	-	-	-	-
18 CDBG	2019	5,824	5,824	(452)	7,446	4,629	238	(197,495)	(200,500)	(203,009)	8,604	8,789	6,256
	2020	6,590	9,041	9,296	9,519	5,258	1,655	(210,259)	(162,671)	(211,294)	(213,535)	(215,415)	642
	2021	19,245	54,686	-	-	-	-	-	-	-	-	-	-
19 Olde Towne TIF	2019	(99,371)	(99,371)	(99,371)	(99,371)	(99,371)	(356,181)	526,910	527,364	998,764	983,459	984,157	78,883
	2020	78,936	78,987	79,675	79,678	79,680	(90,533)	212,774	467,568	-	823,319	866,329	79,848
	2021	93,791	147,360	-	-	-	-	-	-	-	-	-	-
20 Southeast TIF	2019	29,054	38,381	9,069	18,117	27,124	14,005	143,278	651	163,887	172,925	988	10,854
	2020	19,444	17	8,703	17,284	124	8,717	130,851	144	10,770	141,952	152,461	26,570
	2021	27,227	27,227	-	-	-	-	-	-	-	-	-	-
21 Wabash TIF	2019	448,978	449,339	449,686	450,406	451,035	400,981	476,653	477,064	547,716	548,268	548,658	826,410
	2020	826,965	827,504	828,651	828,679	828,707	829,845	896,454	869,354	935,827	943,340	943,593	1,115,501
	2021	1,349,330	1,349,330	-	-	-	-	-	-	-	-	-	-
22 DUATS	2019	62,049	61,694	62,705	62,603	62,467	62,316	60,709	47,815	33,055	33,092	32,805	335
	2020	335	63,201	48,202	48,051	50,383	60,605	63,240	63,242	41,217	63,218	62,983	31,799
	2021	49,456	51,308	-	-	-	-	-	-	-	-	-	-
23 East Gate TIF	2019	50,128	66,374	16,894	33,717	50,557	67,393	171,917	188,862	215,295	232,296	229,159	246,771
	2020	264,003	282,998	300,481	317,552	324,674	18,037	44,902	162,791	180,103	208,531	243,355	261,205
	2021	279,195	296,575	-	-	-	-	-	-	-	-	-	-
24 Southside TIF	2019	70,805	60,473	60,520	60,617	60,702	60,749	89,225	89,302	89,420	89,509	89,572	89,773
	2020	89,833	89,892	90,035	90,038	90,041	59,000	59,005	100,602	100,702	102,628	102,655	102,666
	2021	102,735	102,735	-	-	-	-	-	-	-	-	-	-
25 State Drug	2019	302,371	279,791	311,959	308,564	264,579	249,649	250,756	228,288	242,016	264,869	211,563	203,973
	2020	203,517	228,717	216,717	194,215	197,228	178,719	175,465	181,665	192,639	164,356	237,672	263,300
	2021	228,606	277,014	-	-	-	-	-	-	-	-	-	-
26 DUI	2019	175,872	181,317	187,218	197,245	206,709	215,014	218,032	217,959	223,592	229,262	232,596	234,223
	2020	229,507	211,043	223,169	227,377	233,934	247,843	245,864	267,645	264,925	236,261	240,716	234,248
	2021	501,181	481,579	-	-	-	-	-	-	-	-	-	-

City of Decatur **Period Ending: February 2021**

Monthly Fund Balance History

Fund	Year	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
27 Police Lab	2019	219,812	219,935	220,305	208,768	209,028	209,567	209,737	209,628	210,090	209,279	209,528	209,519
	2020	209,760	210,051	210,466	210,454	192,461	192,160	191,527	191,851	191,972	189,820	189,969	190,115
	2021	190,205	189,521	-	-	-	-	-	-	-	-	-	-
28 Pines TIF	2019	99,019	101,760	2,549	4,956	7,354	11,845	49,119	50,383	87,700	90,152	93,114	95,937
	2020	98,532	97	2,683	5,213	9,041	11,643	14,175	53,771	56,332	94,227	97,597	100,385
	2021	103,275	106,124	-	-	-	-	-	-	-	-	-	-
29 Grand/Oakland TIF	2019	165,894	170,969	4,841	9,442	14,031	15,130	81,859	84,296	151,101	152,919	155,301	161,288
	2020	166,878	165	5,741	11,222	10,723	16,323	21,806	83,650	89,180	157,219	156,545	161,967
	2021	167,574	172,987	-	-	-	-	-	-	-	-	-	-
30 Federal Drug	2019	136,918	134,226	129,334	122,041	122,151	134,762	131,991	131,004	134,012	132,419	132,513	132,149
	2020	132,237	129,723	129,771	129,775	129,780	266,617	266,626	261,140	272,252	272,252	274,999	274,999
	2021	274,999	274,999	-	-	-	-	-	-	-	-	-	-
33 Police Capital	2019	358,614	296,882	311,917	217,270	217,981	236,445	446,573	431,700	429,373	392,971	390,254	-
	2020	-	-	-	-	-	-	-	-	-	-	-	-
34 Building	2019	158,797	151,686	156,799	171,427	189,116	204,665	195,113	207,472	221,600	65,421	(179,607)	891,406
	2020	930,823	713,327	733,419	447,419	459,843	169,755	133,534	142,422	111,987	119,445	123,869	220,922
	2021	233,999	246,982	-	-	-	-	-	-	-	-	-	-
35 Library	2019	1,027,534	827,400	603,765	423,331	202,473	(17,809)	1,392,329	1,181,417	1,970,149	1,736,720	1,488,252	1,362,863
	2020	1,174,592	947,971	712,219	451,545	265,528	24,694	602,238	1,244,500	1,136,872	1,901,255	1,717,359	1,469,875
	2021	1,351,862	1,098,707	-	-	-	-	-	-	-	-	-	-
36 Band	2019	33,927	34,341	35,111	33,900	32,142	13,225	24,684	7,485	21,084	18,657	29,761	35,464
	2020	34,835	35,340	36,232	37,077	35,922	36,815	54,072	62,555	60,792	96,501	98,740	99,930
	2021	101,531	100,790	-	-	-	-	-	-	-	-	-	-
37 Foreign Fire Ins	2019	215,510	202,420	194,396	169,866	141,199	137,676	133,004	127,768	120,338	259,795	244,646	210,564
	2020	199,066	180,822	168,040	156,693	136,604	118,001	110,979	100,585	88,446	229,201	221,448	168,424
	2021	161,821	158,616	-	-	-	-	-	-	-	-	-	-
40 PEG	2019	59,100	72,104	74,147	75,426	86,602	84,662	67,068	80,210	78,372	75,074	90,854	87,531
	2020	88,440	99,632	97,294	78,720	91,122	86,573	87,415	98,996	96,616	96,787	101,008	97,188
	2021	94,643	108,901	-	-	-	-	-	-	-	-	-	-
42 Local Streets	2019	2,649,551	2,182,487	2,320,390	2,472,400	2,625,608	2,762,097	3,155,021	2,710,536	2,684,192	2,751,803	2,918,646	2,001,070
	2020	2,154,047	1,701,201	1,719,367	1,833,983	1,934,004	2,057,359	1,893,879	1,048,604	1,248,373	1,384,107	1,523,161	1,594,839
	2021	1,720,340	1,231,170	-	-	-	-	-	-	-	-	-	-

City of Decatur
Monthly Fund Balance History

Period Ending: February 2021

Fund	Year	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
44 2018 Project	2019	8,302,118	8,157,047	8,156,028	8,005,691	8,030,861	7,840,396	7,620,196	7,378,090	7,422,472	6,747,802	6,747,710	6,343,397
	2020	6,153,751	6,151,614	5,945,199	5,923,605	5,788,011	5,795,171	5,796,651	5,806,685	5,791,259	5,793,059	5,794,723	5,706,865
	2021	5,400,299	5,390,508	-	-	-	-	-	-	-	-	-	-
45 Capital	2019	800,390	918,593	529,457	230,139	230,585	222,079	255,217	295,835	853,957	871,870	867,488	655,457
	2020	650,896	604,380	100,107	95,110	90,113	85,612	80,626	75,629	70,718	65,728	60,749	85,761
	2021	80,761	75,761	-	-	-	-	-	-	-	-	-	-
46 MFT	2019	1,535,917	1,605,343	1,691,937	1,790,003	1,880,347	2,059,890	2,118,186	1,884,455	2,036,387	2,134,759	1,807,708	1,727,301
	2020	1,997,793	1,611,088	1,912,952	1,031,878	2,051,705	2,151,198	2,740,584	3,526,414	3,474,512	3,370,794	2,852,383	1,274
	2021	(810,696)	(1,248,260)	-	-	-	-	-	-	-	-	-	-
47 Major Moves	2019	(25,208)	(45,513)	(39,015)	81,591	102,841	(32,459)	(119,019)	84,279	22,074	-	-	-
	2020	-	-	-	-	-	-	-	-	-	-	-	-
49 Fire Capital	2019	643,711	562,070	599,369	381,629	382,265	396,141	407,070	420,279	389,061	262,720	264,695	-
	2020	-	-	-	-	-	-	-	-	-	-	-	-
50 Debt	2019	1,059,523	116,000	131,360	141,413	157,611	106,612	1,132,526	869,733	1,559,115	1,576,328	1,591,702	1,385,237
	2020	1,417,335	184,845	217,265	248,430	279,596	201,583	841,070	1,159,062	1,269,915	2,058,349	2,134,004	1,340,180
	2021	1,411,681	170,655	-	-	-	-	-	-	-	-	-	-
58 Library Capital	2019	131,578	131,684	131,785	131,989	132,168	132,271	132,418	132,532	132,718	132,854	132,949	331,111
	2020	331,334	331,550	331,956	331,968	331,979	332,435	332,456	332,468	332,816	332,855	332,948	332,995
	2021	332,995	332,995	-	-	-	-	-	-	-	-	-	-
59 Library Trust	2019	225,402	223,863	222,919	220,601	217,477	214,552	212,568	209,433	209,190	206,337	204,678	202,575
	2020	200,783	199,199	196,557	193,563	185,957	183,861	181,801	180,238	177,478	173,694	170,311	166,919
	2021	165,705	161,597	-	-	-	-	-	-	-	-	-	-
60 Fleet Maintenance	2019	213,971	184,667	196,282	206,134	198,180	225,521	226,064	232,729	251,186	204,367	172,085	113,378
	2020	221,030	270,480	294,439	317,620	346,245	373,752	414,823	444,682	447,115	422,377	457,409	149,308
	2021	233,284	233,908	-	-	-	-	-	-	-	-	-	-
61 Equip Replacement	2019	488,678	452,993	454,271	455,317	448,571	449,035	452,062	417,127	418,153	418,917	409,554	1,077,196
	2020	1,044,229	897,469	895,719	792,200	780,592	653,270	617,723	456,886	284,519	228,202	530,475	1,491,081
	2021	1,489,266	330,297	-	-	-	-	-	-	-	-	-	-
64 Risk Management	2019	1,702,788	1,922,596	1,752,591	1,838,678	1,917,757	2,021,936	2,046,423	2,192,629	2,356,018	1,799,730	1,930,972	2,003,152
	2020	2,114,005	2,213,817	2,043,659	2,175,457	2,227,499	2,290,856	2,427,958	2,482,665	2,553,145	2,020,135	2,187,222	2,388,311
	2021	2,546,775	2,719,222	-	-	-	-	-	-	-	-	-	-
65 Employee Benefit	2019	2,110,106	2,076,069	2,045,004	2,099,670	2,354,275	2,343,750	2,337,447	2,281,313	2,241,833	2,675,476	2,547,603	2,521,938
	2020	2,488,079	2,594,310	2,462,144	2,901,018	2,932,384	2,987,005	3,037,226	3,051,352	2,877,168	3,150,805	3,055,402	2,925,999
	2021	2,594,522	2,489,930	-	-	-	-	-	-	-	-	-	-

City of Decatur **Period Ending: February 2021**

Monthly Fund Balance History

Fund	Year	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
70 Mass Transit	2019	(891,591)	(1,350,190)	(593,324)	1,258,830	1,198,391	601,778	309,071	(166,204)	367,670	1,073,023	613,608	1,487,977
	2020	(434,009)	(51,268)	1,526,744	926,177	826,072	(194,443)	(911,444)	293,856	1,201,202	919,855	819,142	239,502
	2021	110,833	(622,178)	-	-	-	-	-	-	-	-	-	-
77 Fiber Optics	2019	391,752	370,408	122,660	120,843	118,970	116,962	115,016	114,347	111,958	110,423	108,401	115,171
	2020	116,598	112,837	112,676	110,130	108,913	107,781	108,350	107,134	101,359	101,481	98,194	88,478
	2021	84,758	85,349	-	-	-	-	-	-	-	-	-	-
78 Storm Water	2019	2,129,964	2,335,028	2,381,775	2,485,453	2,416,662	2,464,739	2,648,123	2,674,389	2,738,154	2,776,967	2,558,848	2,613,438
	2020	2,681,840	2,733,496	2,788,874	2,886,450	2,854,796	2,917,339	2,883,026	2,936,827	2,877,204	2,953,393	2,917,053	3,043,827
	2021	3,096,740	2,923,826	-	-	-	-	-	-	-	-	-	-
79 Sewer	2019	7,292,114	7,200,684	7,270,972	7,335,872	7,624,827	7,882,365	8,069,981	8,403,829	8,147,549	8,304,295	8,479,203	8,684,892
	2020	9,435,199	9,854,338	10,430,379	9,901,401	8,997,995	9,972,040	10,149,063	10,331,199	10,290,821	10,251,807	10,356,619	10,261,602
	2021	10,148,807	9,868,811	-	-	-	-	-	-	-	-	-	-
80 Water	2019	6,775,922	817,902	1,881,502	3,195,760	3,755,576	3,694,713	4,003,055	3,278,286	4,115,589	5,522,697	5,976,079	4,889,501
	2020	6,183,302	392,615	1,635,164	2,773,183	3,287,119	4,038,371	5,795,053	3,116,473	4,759,870	6,144,172	6,340,565	5,136,178
	2021	6,409,824	412,243	-	-	-	-	-	-	-	-	-	-
81 Water Capital	2019	2,950,244	2,888,378	3,775,594	3,400,297	2,884,905	3,786,299	3,999,546	3,531,661	3,570,397	2,984,062	2,563,282	2,710,252
	2020	2,677,432	2,350,762	3,324,468	3,319,235	2,877,849	2,371,843	2,040,796	3,661,530	3,381,638	3,031,456	3,180,376	2,796,525
	2021	2,778,544	2,675,054	-	-	-	-	-	-	-	-	-	-
82 DCDF	2019	131,969	129,281	131,594	132,607	135,137	131,653	132,146	134,771	134,914	136,313	137,692	138,586
	2020	141,107	138,450	139,565	140,837	142,110	138,158	139,057	140,376	141,542	142,810	144,033	145,301
	2021	146,231	144,614	-	-	-	-	-	-	-	-	-	-
83 Neighborhood	2019	2,009	2,011	2,012	1,690	1,694	1,696	(4,214)	(6,993)	-	-	-	-
	2020	-	-	-	-	-	-	-	-	-	-	-	-
84 Community Revit	2019	1,329,124	1,206,328	1,145,623	1,243,899	1,221,748	1,147,888	1,149,280	1,150,470	1,126,741	1,120,591	999,942	715,742
	2020	638,819	593,916	608,959	1,740,524	1,731,620	1,732,620	1,728,016	1,696,405	1,696,863	1,604,932	1,548,059	1,548,290
	2021	1,548,290	1,547,940	-	-	-	-	-	-	-	-	-	-
85 Grants	2020	-	-	-	-	-	-	-	-	(266,691)	(516,476)	(135,746)	1,062
	2021	(1,177,714)	(958,066)										
86 Water Debt	2019	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000
	2020	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	10,653,000
	2021	12,500,000	12,500,000	-	-	-	-	-	-	-	-	-	-
88 Recycling	2019	94,548	95,743	95,507	97,521	111,039	109,420	112,483	108,131	112,370	119,032	115,518	121,100
	2020	132,535	124,096	127,553	133,873	133,845	130,340	131,197	184,449	140,721	135,491	133,122	143,806
	2021	137,176	134,713	-	-	-	-	-	-	-	-	-	-

City of Decatur **Period Ending: February 2021**

Monthly Fund Balance History

Fund	Year	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
89 Water Bond	2019	8,911,826	4,165,180	4,166,193	3,625,516	3,627,788	3,522,960	3,526,224	3,529,263	3,532,278	3,532,466	3,534,974	370,906
	2020	371,155	371,397	371,535	371,548	371,560	371,574	371,587	347,158	217,329	217,329	217,329	217,329
	2021	217,329	217,329	-	-	-	-	-	-	-	-	-	-
Total City Funds	**2019**	**71,625,155**	**59,812,694**	**61,218,592**	**63,230,675**	**64,266,864**	**64,359,002**	**68,538,740**	**67,028,169**	**71,330,387**	**71,352,234**	**70,470,032**	**66,010,661**
	2020	**66,326,394**	**59,328,263**	**63,339,447**	**61,986,652**	**61,943,064**	**61,300,804**	**64,629,544**	**67,936,933**	**69,412,081**	**71,262,473**	**72,179,232**	**63,053,790**
	2021	**65,121,665**	**54,911,485**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
90 Fire Pension	2019	70,923,905	70,560,268	70,330,145	69,862,562	69,399,940	69,470,831	71,589,079	71,156,026	72,615,714	72,215,728	71,818,849	73,065,526
	2020	72,608,249	72,352,094	71,847,284	71,298,290	71,344,251	70,970,136	71,958,243	72,722,435	72,846,290	74,697,841	74,344,841	75,015,244
	2021	74,468,832	73,985,673	-	-	-	-	-	-	-	-	-	-
91 Police Pension	2019	97,129,427	96,716,696	96,607,488	96,236,493	95,815,176	95,812,807	97,846,481	97,377,885	98,858,178	98,463,934	98,020,333	99,882,195
	2020	99,514,419	99,142,676	99,134,621	98,527,668	98,290,046	98,099,077	98,907,965	99,660,914	99,645,370	100,818,835	100,839,635	102,360,461
	2021	102,188,690	102,804,193	-	-	-	-	-	-	-	-	-	-
Total All Funds	**2019**	**239,678,487**	**227,089,657**	**228,156,224**	**229,329,730**	**229,481,980**	**229,642,640**	**237,974,300**	**235,562,080**	**242,804,279**	**242,031,895**	**240,309,214**	**238,958,382**
	2020	**238,449,062**	**230,823,033**	**234,321,351**	**231,812,610**	**231,577,361**	**230,370,017**	**235,495,752**	**240,320,281**	**241,903,741**	**246,779,149**	**247,363,707**	**240,429,495**
	2021	**241,779,187**	**231,701,351**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**

City of Decatur **Month of:** **February, 2021**
Treasurer's Investment Report

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 2019	YTD Interest Received 2020	YTD Interest Received 2021	Estimated Income
Total Investment(s)			(0.00)	(0.00)	0.00	(0.00)	292,902.39	0.00	292,902.39	26,180.49	0.00	0.00	0.00

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 2019	YTD Interest Received 2020	YTD Interest Received 2021	Estimated Income	
US Treasury Bond	06/15/16	0.50000%	0.00	0.00	0.00	0.00	2,773.22	0.00	2,773.22	0.00	0.00	0.00	0.00	ok
US Treasury Bond	12/15/16	0.62500%	0.00	0.00	0.00	0.00	6,591.53	(0.00)	6,591.53	0.00	0.00	0.00	0.00	ok
US Treasury Bond	04/30/17	0.87500%	0.00	0.00	0.00	0.00	12,524.04	(0.00)	12,524.04	0.00	0.00	0.00	0.00	ok
US Treasury Bond	06/30/17	0.62500%	0.00	0.00	0.00	0.00	8,188.75	0.00	8,188.75	0.00	0.00	0.00	0.00	ok
US Treasury Bond	10/31/17	0.75000%	0.00	0.00	0.00	0.00	14,484.89	0.00	14,484.89	0.00	0.00	0.00	0.00	ok
US Treasury Bond	12/15/17	1.00000%	0.00	0.00	0.00	0.00	21,573.77	0.00	21,573.77	0.00	0.00	0.00	0.00	ok
US Treasury Bond	03/31/18	0.75000%	0.00	0.00	0.00	0.00	26,403.69	(0.00)	26,403.69	0.00	0.00	0.00	0.00	ok
US Treasury Bond	06/15/18	1.12500%	0.00	0.00	0.00	0.00	45,983.61	0.00	45,983.61	0.00	0.00	0.00	0.00	ok
US Treasury Bond	10/15/18	0.87500%	0.00	0.00	0.00	0.00	44,222.17	(0.00)	44,222.17	0.00	0.00	0.00	0.00	ok
US Treasury Bond	11/30/18	1.00000%	0.00	0.00	0.00	0.00	9,793.96	0.00	9,793.96	0.00	0.00	0.00	0.00	ok
US Treasury Bond	04/15/19	0.87500%	0.00	0.00	0.00	0.00	17,069.67	0.00	17,069.67	4,375.00	0.00	0.00	0.00	ok
US Treasury Bond	06/30/19	1.25000%	0.00	0.00	0.00	0.00	37,500.00	0.00	37,500.00	9,375.00	0.00	0.00	0.00	ok
US Treasury Bond	10/31/19	1.25000%	0.00	0.00	0.00	0.00	24,965.47	0.00	24,965.47	12,500.00	0.00	0.00	0.00	ok
US Treasury Bond	11/30/19	1.50000%	0.00	0.00	0.00	0.00	38,221.15	0.00	38,221.15	23,250.00	0.00	0.00	0.00	ok
US Treasury Bond	02/29/20	1.37500%	0.00	0.00	0.00	0.00	11,993.82	0.00	11,993.82	5,118.82	6,875.00	0.00	0.00	ok
US Treasury Bond	03/31/20	1.37500%	0.00	0.00	0.00	0.00	41,024.59	0.00	41,024.59	20,625.00	10,312.50	0.00	0.00	ok
US Treasury Bond	05/31/20	1.37500%	0.00	0.00	0.00	0.00	42,918.03	0.00	42,918.03	22,000.00	11,000.00	0.00	0.00	ok
US Cash Management Bill Zero	09/01/20	0.00000%	0.00	0.00	0.00	0.00	541.55	0.00	541.55	0	541.55	0.00	0.00	ok
US Treasury Bond	09/30/20	1.37500%	0.00	0.00	0.00	0.00	47,001.20	0.00	47,001.20	22,938.70	24,062.50	0.00	0.00	ok
US Treasury Bond	12/31/20	1.75000%	0.00	0.00	0.00	0.00	14,471.15	0.00	14,471.15	0.00	14,471.15	0.00	0.00	ok
US Treasury Bond	06/30/21	1.12500%	1,500,000.00	1,480,513.76	0.00	1,480,513.76	28,017.69	2,796.90	25,220.79	8,345.79	16,875.00	0.00	16,875.00	ok
US Treasury Bond	08/31/21	1.12500%	1,600,000.00	1,615,625.00	99.45	1,615,724.45	8,949.51	9,048.96	0.00	0.00	0.00	0.00	18,000.00	ok
US Treasury Bond	09/30/21	1.12500%	1,000,000.00	989,203.38	952.87	990,156.25	14,994.93	4,697.80	11,250.00	0.00	11,250.00	0.00	11,250.00	ok
US Treasury Bond	11/30/21	1.50000%	2,225,000.00	2,220,567.38	0.00	2,220,567.38	41,445.18	8,343.75	33,101.43	0.00	33,101.43	0.00	33,375.00	ok
US Treasury Bond	03/31/22	0.37500%	1,500,000.00	1,504,453.13	0.00	1,504,453.13	5,161.35	2,348.85	2,812.50	0.00	2,812.50	0.00	5,625.00	ok
US Treasury Bond	08/31/22	0.12500%	1,750,000.00	1,750,000.00	181.29	1,750,181.29	918.41	1,099.70	0.00	0.00	0.00	0.00	2,187.50	ok
US Treasury Bond	11/30/22	0.12500%	1,000,000.00	1,000,010.73	106.46	1,000,117.19	206.04	312.50	0.00	0.00	0.00	0.00	1,250.00	ok
Federated US Treasury Cash Reserves	Liquid		116,725.89	116,725.89	0.00	116,725.89	21,632.02	2.24	21,629.78	12,181.54	609.64	19.18	9.02	ok
Total Investment(s)			10,691,725.89	10,677,099.27	1,340.07	10,678,439.34	589,571.39	28,650.70	562,260.76	140,709.85	131,911.27	19.18	88,571.52	

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 2019	YTD Interest Received 2020	YTD Interest Received 2021	Estimated Income	
US Treasury Bond	10/31/18	0.75000%	0.00	0.00	0.00	0.00	917.12	0.00	917.12	0.00	0.00	0.00	0.00	ok
US Treasury Bond	11/30/18	1.00000%	0.00	0.00	0.00	0.00	1,639.34	0.00	1,639.34	0.00	0.00	0.00	0.00	ok
US Treasury Bond	12/31/18	1.37500%	0.00	0.00	0.00	0.00	4,231.49	0.00	4,231.49	0.00	0.00	0.00	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	4,218.75	0.00	0.00	0.00	ok
US Treasury Bond	03/31/19	0.99800%	0.00	0.00	0.00	0.00	3,013.39	0.00	3,013.39	3,013.39	0.00	0.00	0.00	ok
US Treasury Bond	05/31/19	1.12500%	0.00	0.00	0.00	0.00	9,313.52	0.00	9,313.52	5,625.00	0.00	0.00	0.00	ok
US Treasury Bond	08/31/19	1.00000%	0.00	0.00	0.00	0.00	10,788.04	0.00	10,788.04	10,000.00	0.00	0.00	0.00	ok
US Treasury Bond	09/30/19	1.37500%	0.00	0.00	0.00	0.00	5,722.87	0.00	5,722.87	5,722.87	0.00	0.00	0.00	ok
US Treasury Bond	10/31/19	1.25000%	0.00	0.00	0.00	0.00	5,095.11	0.00	5,095.11	5,095.11	0.00	0.00	0.00	ok
US Treasury Bond	11/30/19	1.00000%	0.00	0.00	0.00	0.00	13,278.69	0.00	13,278.69	10,000.00	0.00	0.00	0.00	ok
US Treasury Bond	02/29/20	1.37500%	0.00	0.00	0.00	0.00	21,708.56	0.00	21,708.56	13,750.00	6,875.00	0.00	0.00	ok
US Treasury Bond	03/31/20	1.37500%	0.00	0.00	0.00	0.00	7,851.78	0.00	7,851.78	0.00	7,851.78	0.00	0.00	ok
US Treasury Bond	04/30/20	1.12500%	0.00	0.00	0.00	0.00	5,625.00	0.00	5,625.00	0.00	5,625.00	0.00	0.00	ok
US Treasury Bond	05/31/20	1.37500%	0.00	0.00	0.00	0.00	25,133.20	0.00	25,133.20	13,750.00	6,875.00	0.00	0.00	ok
US Treasury Bond	08/31/20	1.37500%	0.00	0.00	0.00	0.00	21,437.67	0.00	21,437.67	10,312.50	10,312.50	0.00	0.00	ok
US Treasury Bond	09/30/20	1.37500%	0.00	0.00	0.00	0.00	11,345.63	0.00	11,345.63	0.00	11,345.63	0.00	0.00	ok
US Treasury Bill Zero	11/27/20	0.00000%	0.00	0.00	0.00	0.00	800.01	0.00	800.01	0.00	800.01	0.00	0.00	ok
US Treasury Bond	03/31/21	1.25000%	750,000.00	754,223.65	3,944.67	758,168.32	4,657.68	3,914.85	4,687.50	0.00	4,687.50	0.00	9,375.00	ok
US Treasury Bond	05/31/21	1.37500%	1,000,000.00	1,006,329.07	4,583.33	1,010,912.40	5,729.17	3,437.50	6,875.00	0.00	6,875.00	0.00	13,750.00	ok
US Treasury Bond	08/31/21	1.12500%	985,000.00	989,717.31	2,785.62	992,502.93	2,785.15	5,570.77	0.00	0.00	0.00	0.00	11,081.25	ok
Federated US Treasury Cash Reserves	Liquid		15,047.97	15,047.97	0.00	15,047.97	8,682.70	0.24	8,682.46	4,009.53	3,386.88	108.63	0.96	ok
Total Investment(s)			2,750,047.97	2,765,318.00	11,313.62	2,776,631.62	174,639.78	12,923.36	173,030.04	85,497.15	64,634.30	108.63	34,207.21	

GRAND TOTALS:	13,441,773.86	13,442,417.27	12,653.69	13,455,070.96	1,057,113.56	41,574.06	1,028,193.19	252,387.49	196,545.57	127.81	122,778.73

City of Decatur PBC

Debt Schedule

Period Ending: **2021 In process**

date of update: **January 1, 2021**

home | debt liquidated | gz approved

	Debt Instrument	Debt Purpose	Year of Issue	Year of Re Issue	Year of Maturity	Fund	Source	Payment(s) 1st	Payment(s) 2nd	Debt (Orig/ Refi) Issue	Debt at 1/1/2021	New Draws in 2021	FY21 Principal Payments	FY21 Interest Payments	Debt at 12/31/2021	FY21 Total Debt Payments	
											input	input	input	input			
	Bond Debt																
Amort sch #																	
13	2010C Bonds	Parking Garage Renovation	2010		2024	19/50	19/TL	6/15	12/15	2,800,000.00	990,000.00		235,000.00	39,600.00	755,000.00	274,600.00	ok
17	2012 Bonds	Refunding of 2004A GO Bonds	2012		2025	50	Tax Levy	3/1	9/1	8,030,000.00	3,560,000.00		670,000.00	76,743.75	2,890,000.00	746,743.75	ok
18	2013 Bonds	Refunding of 2004B GO Bonds	2013		2025	80	80	3/1	9/1	17,220,000.00	8,125,000.00		1,465,000.00	362,425.00	6,660,000.00	1,827,425.00	ok
25	2014 Bonds	Lake Decatur Dredging	2014		2034	80	80	3/1	9/1	24,055,000.00	18,870,000.00		995,000.00	858,337.50	17,875,000.00	1,853,337.50	ok
32	2015 Bonds	Lake Decatur Dredging	2015		2035	80	80	3/1	9/1	23,305,000.00	19,095,000.00		935,000.00	802,675.00	18,160,000.00	1,737,675.00	ok
39	2016 Bonds	Lake Decatur Dredging	2016		2036	80	80	3/1	9/1	22,205,000.00	19,605,000.00		850,000.00	869,506.26	18,755,000.00	1,719,506.26	ok
48	2017 Bonds	Refunding of 2008 GO Bonds	2017		2024	80	80	6/15	12/15	6,275,000.00	3,500,000.00		995,000.00	140,000.00	2,505,000.00	1,135,000.00	ok
49	2018 Bonds	Lake Decatur Dredging, Fire Stations	2018		2038	80/50	80/TL	3/1	9/1	25,810,000.00	24,180,000.00		875,000.00	1,173,700.00	23,305,000.00	2,048,700.00	ok
53	2019 Bonds	Refunding of 2010A GO Bonds	2019		2030	50	Tax Levy +	6/15	12/15	6,720,000.00	6,500,000.00		655,000.00	169,033.00	5,845,000.00	824,033.00	ok
54	2019B Bonds	Library Projects / Police Radio refund	2019		2034	34/50	34/10	6/15	12/15	2,300,000.00	2,100,000.00		200,000.00	48,510.00	1,900,000.00	248,510.00	ok
57	2020 Bonds	Refunding of 2010B GO Bonds	2020		2030	80/19	80/19	6/15	12/15	18,050,000.00	18,050,000.00		1,675,000.00	379,050.00	16,375,000.00	2,054,050.00	ok
	xxx																xx
	Total Bond Debt									156,770,000.00	124,575,000.00	-	9,550,000.00	4,919,580.51	115,025,000.00	14,469,580.51	
	Promissory Notes & Loans Payable																
15	IEPA Contruction Loan	Nitrate Facility (L171674)	2002		2022	80	80	6/1	12/1	7,172,169.35	591,042.43		470,580.89	13,776.83	120,461.54	484,357.72	ok
16	IEPA Water Loan	Water Projects (L172552)	2011		2031	80	80	1/10	7/10	6,993,328.01	3,978,486.35		361,680.58	-	3,616,805.77	361,680.58	ok
28	IEPA Contruction Loan	Lakeshore Drive Sewer (L174873)	2013		2034	79	79	4/16	10/16	7,589,672.70	5,615,999.43		353,001.83	106,693.73	5,262,997.60	459,695.56	ok
30	Busey Bank	Fire Apparatus - Pumper (20835)	2015		2022	49	49	5/4		439,939.77	132,920.97		65,704.85	3,057.18	67,216.12	68,762.03	ok
34	IEPA Contruction Loan	Union Street Sewer (L175280)	2015		2035	79	79	1/8	7/8	2,172,218.21	1,712,994.59		99,019.31	33,682.83	1,613,975.28	132,702.14	ok
35	First Mid Bank & Trust (Soy Cap)	Motorola Radio System	2015		2022	10/70	10/70	1/5		1,000,000.00	292,486.61		152,742.13	8,257.87	139,744.48	161,000.00	ok
38	Busey Bank (drawdown)	Local Street Resurfacing (24040)	2016		2023	42	42	2/15	8/15	7,500,000.00	3,214,285.76		1,071,428.56	85,203.13	2,142,857.20	1,156,631.69	ok
44	Busey Bank	Public Works Heavy Equipment (26530)	2017		2022	61	61	Qtry	Qtry	180,624.00	66,568.85		37,577.03	1,708.61	28,991.82	39,285.64	ok
45	IEPA Contruction Loan	7th Ward Sewer (L175329)	2016		2038	79	79	3/17	9/17	8,540,318.96	7,630,987.21		376,217.06	131,903.50	7,254,770.15	508,120.56	ok
46	IEPA Contruction Loan	Nelson Park Storm Sewer (L175315)	2017		2038	78	78	5/21	11/21	3,581,182.00	3,293,653.69		162,381.18	56,931.62	3,131,272.51	219,312.80	ok
51	Busey Bank	Police Vehicles - Interceptor (6) (26535)	2019		2021	33	33	Qtry	Qtry	261,460.00	66,832.57		66,832.57	750.29	-	67,582.86	ok
52	HUD Section 108	Wabash Crossing	2019		2022	18	18	2/1	8/1	810,000.00	415,000.00		205,000.00	10,617.20	210,000.00	215,617.20	ok
55	IEPA Contruction Loan	McKinley Sewer (L175498)	2019		2040	79	79	1/23	7/23	4,647,112.64	4,647,112.64		180,775.96	86,956.25	4,466,336.68	267,732.21	ok
56	2020 Promissory Note	Johnson Controls Initiative refund of 2013	2020		2028	various	80/10/60/70	2/15	8/15	13,417,000.00	13,046,000.00		1,373,000.00	247,767.00	11,673,000.00	1,620,767.00	ok
	xxx																xx
	Total Notes & Loans Payable									64,305,025.64	44,704,371.10	-	4,975,941.95	787,306.04	39,728,429.15	5,763,247.99	
	Capital Leases																
40	De Lage Landen	VOIP Telephone System	2016		2021	10	10	1/22		351,560.24	74,314.19		74,314.19	4,089.07	-	78,403.26	ok
41	PNC Equipment Finance	Fire Apparatus Pierce Pumper (202806)	2017		2023	49	49	3/1		428,380.00	221,841.03		72,192.45	5,348.59	149,648.58	77,541.04	ok
47	PNC Equipment Finance	Public Works Dump Trucks (2) (211637)	2018		2024	61	61	3/2	9/2	331,508.00	196,077.36		46,592.21	6,213.01	149,485.15	52,805.22	ok
	xxx										-				-		xx
	xxx										-				-		xx
	xxx										-				-		xx
	xxx										-				-		xx
	xxx										-				-		xx
	Total Capital Leases									1,111,448.24	492,232.58	-	193,098.85	15,650.67	299,133.73	208,749.52	
	Total City Debt									222,186,473.88	169,771,603.68	-	14,719,040.80	5,722,537.22	155,052,562.88	20,441,578.02	
												debt in period					

Note(s)

1

2

3

City of Decatur ***home*** ***Month of: February 2021***

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

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 Dreding Project.

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

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

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

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

City of Decatur home

Month of: February 2021

Fire Station New Construction - Status of 2018 Project Fund 44

Bond Issuance	2018
Par Value of Bonds	8,000,000
Premium	806,021
Total Source of Funds	8,806,021
Total Use of Funds	8,806,021
Underwriter's Discount	56,000
Bond Insurance	26,104
Closing Costs	41,770
Bond Proceeds	8,682,147

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

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

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

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

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

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

Actual Bond Spend Activity in Fiscal year 2020	January	February	March	April	May	June	July	August	September	October	November	December	Total				
Proceeds available to spend	6,343,397	6,153,751	6,151,614	5,945,199	5,923,605	5,788,011	5,795,171	5,796,651	5,806,685	5,791,259	5,793,059	5,794,723					
Revenues																	
Interest Income	560	560	47,649	6,984	478	27,993	1,827	25,466	8,819	1,800	6,285	269	128,690				
Expenditures																	
Fire Station 3	-	-	176,418	24,121	-	20,832	347	14,829	13,381	-	4,621	8,342	262,892	262,892			
Fire Station 5	190,206	2,697	77,646	4,357	136,072	-		102	10,209	-	-	-	421,289		421,289		
Fire Station 7	-	-		100	-	-		500	655	-	-	79,785	81,040			81,040	
Total Expenditures	190,206	2,697	254,064	28,578	136,072	20,832	347	15,431	24,245	-	4,621	88,127	765,222	262,892	421,289	81,040	765,222
Ending cash available	6,153,751	6,151,614	5,945,199	5,923,605	5,788,011	5,795,171	5,796,651	5,806,685	5,791,259	5,793,059	5,794,723	5,706,865					

Actual Bond Spend Activity in Fiscal year 2021	January	February	March	April	May	June	July	August	September	October	November	December	Total				
Proceeds available to spend	5,706,865	5,400,299	5,390,508	5,390,508	5,390,508	5,390,508	5,390,508	5,390,508	5,390,508	5,390,508	5,390,508	5,390,508					
Revenues																	
Interest Income	108	1	-	-	-	-	-	-	-	-	-	-	109				
Expenditures																	
Fire Station 3	306,673	9,792	-	-	-	-	-	-	-	-	-	-	316,465	316,465			
Fire Station 5	-	-	-	-	-	-	-	-	-	-	-	-	-		-		
Fire Station 7	-	-	-	-	-	-	-	-	-	-	-	-	-			-	
Total Expenditures	306,673	9,792	-	-	-	-	-	-	-	-	-	-	316,465	316,465	-	-	316,465
Ending cash available	5,400,299	5,390,508	5,390,508	5,390,508	5,390,508	5,390,508	5,390,508	5,390,508	5,390,508	5,390,508	5,390,508	5,390,508		606,548	2,916,293	81,843	3,604,684

note 1 construction costs excludes $600.00 earnest payment for property acquisition in 2017
note 2 construction costs per council approved design, project management and construction contracts
note 3 construction costs available for fire station 7

	Construction cost		*3,334,733*	*3,064,717*	*2,595,743*	*8,995,193*
			note 2	*note 1*	*note 3*	
Reconciliation	*Bond proceeds*	*8,682,147*				
	Interest income	*313,046*				
	Total available for spend	*8,995,193*	*2,728,185*	*148,424*	*2,513,900*	*5,390,509*

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

Period Ending: February 2021

Month of Fiscal Year	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Budget
REVENUE														
Actual	5,483,473	4,536,224	-	-	-	-	-	-	-	-	-	-	10,019,697	
Budget Projection	4,814,216	5,121,402											9,935,618	70,300,000
Vs budget in month	669,257	(585,178)	-	-	-	-	-	-	-	-	-	-		
Vs budget to date	669,257	84,079	-	-	-	-	-	-	-	-	-	-	84,079	
EXPENSE														
Personnel Expense														
Actual	3,202,188	3,143,851											6,346,039	
Budget Projection	3,289,056	3,339,068											6,628,124	53,411,446
Vs budget in month	(86,868)	(195,217)	-	-	-	-	-	-	-	-	-	-		75%
Vs budget to date	(86,868)	(282,085)	-	-	-	-	-	-	-	-	-	-	(282,085)	of GF Expense
Operating Expense														
Actual	1,391,107	1,131,276											2,522,383	
Budget Projection	1,433,524	1,203,707	-	-	-	-	-	-	-	-	-	-	2,637,231	17,788,554
Vs budget in month	(42,417)	(72,431)	-	-	-	-	-	-	-	-	-	-		25%
Vs budget to date	(42,417)	(114,848)	-	-	-	-	-	-	-	-	-	-	(114,848)	of GF Expense
TOTAL EXPENSE														
Actual	4,593,295	4,275,127	-	-	-	-	-	-	-	-	-	-	8,868,421	
Budget Projection	4,722,580	4,542,775	-	-	-	-	-	-	-	-	-	-	9,265,355	71,200,000
Vs budget in month	(129,285)	(267,648)	-	-	-	-	-	-	-	-	-	-		
Vs budget to date	(129,285)	(396,934)	-	-	-	-	-	-	-	-	-	-	(396,934)	
Surplus / (Deficit)														
Actual	890,178	261,097	-	-	-	-	-	-	-	-	-	-	1,151,275	
Budget Projection	91,636	578,627	-	-	-	-	-	-	-	-	-	-	670,263	(900,000)
Vs budget in month	798,542	(317,530)	-	-	-	-	-	-	-	-	-	-		
Vs budget to date	798,542	481,012	-	-	-	-	-	-	-	-	-	-	481,012	
Beginning Cash Balance	7,617,009	8,542,498	-	-	-	-	-	-	-	-	-	-		
Balance Sheet Adjustments	35,311	(38,633)	-	-	-	-	-	-	-	-	-	-		
Ending Cash Balance	8,542,498	8,764,962	-	-	-	-	-	-	-	-	-	-		

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 2021

Div		Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Budget	% of Budget
Memo Items																	
PROPERTY TAX TOTAL																	
var	REAL ESTATE TAX-CIVIL CITY	var	248,184	-	-	-	-	-	-	-	-	-	-	-	248,184	14,176,258	2%
var	REAL ESTATE TAX-TIF DISTRICTS	var	248,964	-	-	-	-	-	-	-	-	-	-	-	248,964	2,092,996	12%
	OTHER TAXES TOTAL		497,148	-	-	-	-	-	-	-	-	-	-	-	497,148	16,269,254	3%
OTHER TAXES TOTAL																	
var	LOCAL SALES TAX	var	840,697	781,469	-	-	-	-	-	-	-	-	-	-	1,622,166	10,402,000	16%
var	STATE SALES TAX	var	936,318	882,140	-	-	-	-	-	-	-	-	-	-	1,818,458	11,663,000	16%
	OTHER TAXES TOTAL		1,777,015	1,663,609	-	-	-	-	-	-	-	-	-	-	3,440,624	22,065,000	16%
	GENERAL FUND																
LOCAL TAXES																	
301302	CABLE TV TAX	10	115,677	248,600	-	-	-	-	-	-	-	-	-	-	364,277	953,000	38%
301203	FOOD & BEVERAGE TAX	10	259,733	237,003	-	-	-	-	-	-	-	-	-	-	496,737	3,150,000	16%
301204	HOTEL AND MOTEL TAX	10	45,696	38,938	-	-	-	-	-	-	-	-	-	-	84,634	650,000	13%
301106	MOBILE HOME PRIVELEGE TAX	10	14,573	-	-	-	-	-	-	-	-	-	-	-	14,573	15,000	97%
301103	PROPERTY TAX	10	159,193	-	-	-	-	-	-	-	-	-	-	-	159,193	9,950,000	2%
301202	TELEPHONE UTILITY TAX	10	585,430	105,214	-	-	-	-	-	-	-	-	-	-	690,644	1,304,000	53%
301209	UTILITY TAX - ELECTRIC & GAS	10	387,338	-	-	-	-	-	-	-	-	-	-	-	387,338	4,376,000	9%
	Sub Total		1,567,641	629,755	-	-	-	-	-	-	-	-	-	-	2,197,396	20,398,000	11%
OTHER TAXES (REMITTED BY STATE)																	
301208	AUTO RENTAL TAX	10	3,317	2,015	-	-	-	-	-	-	-	-	-	-	5,332	33,000	16%
302121	CANNABIS TAX	10	8,415	6,777	-	-	-	-	-	-	-	-	-	-	15,192	84,000	18%
301205	LOCAL SALES TAX	10	826,777	767,719	-	-	-	-	-	-	-	-	-	-	1,594,496	10,237,000	16%
302121	AVIATION FUEL TAX	10	367	433	-	-	-	-	-	-	-	-	-	-	800	-	-
301207	LOCAL USE TAX	10	301,148	320,911	-	-	-	-	-	-	-	-	-	-	622,059	3,350,000	19%
302105	STATE INCOME TAX	10	807,110	853,298	-	-	-	-	-	-	-	-	-	-	1,660,408	8,203,000	20%
302104	STATE REPLACEMENT TAX	10	184,199	2,083	-	-	-	-	-	-	-	-	-	-	186,281	901,080	21%
301201	STATE SALES TAX	10	924,218	870,248	-	-	-	-	-	-	-	-	-	-	1,794,466	11,519,000	16%
301210	VIDEO GAMING TAX	10	85,531	-	-	-	-	-	-	-	-	-	-	-	85,531	1,320,000	6%
	Sub Total		3,141,082	2,823,484	-	-	-	-	-	-	-	-	-	-	5,964,566	35,647,080	17%
OTHER GOVERNMENTAL SOURCES																	
301102	ROAD & BRIDGE TAX	10	3,660	-	-	-	-	-	-	-	-	-	-	-	3,660	424,000	1%
	Sub Total		3,660	-	-	-	-	-	-	-	-	-	-	-	3,660	424,000	1%
CHARGE SERVICES (INTERNAL CITY)																	
303607	PAYMENT IN LIEU OF TAXES	10	147,438	147,438	-	-	-	-	-	-	-	-	-	-	294,876	1,769,256	17%
303608	RISK & EE BENEFIT SERVICES	10	14,745	14,745	-	-	-	-	-	-	-	-	-	-	29,490	176,940	17%
303621	ADMIN SERVICES	10	175,278	175,278	-	-	-	-	-	-	-	-	-	-	350,556	2,103,336	17%
303622	PUBLIC WORKS SERVICES	10	134,436	134,436	-	-	-	-	-	-	-	-	-	-	268,872	1,613,232	17%
303626	BLDG INSPECTION SERVICES	10	8,038	8,038	-	-	-	-	-	-	-	-	-	-	16,076	96,456	17%
303628	SEWER FUND-EPA	10	29,761	29,761	-	-	-	-	-	-	-	-	-	-	59,522	357,132	17%
306700	IT SERVICES	10	85,302	85,302	-	-	-	-	-	-	-	-	-	-	170,604	1,023,624	17%
306707	CDBG PERSONNEL/EXP REIMB	10	2,028	58,906	-	-	-	-	-	-	-	-	-	-	60,934	444,494	14%
306751	HOME PERSONNEL/EXP REIMB	10	-	5,653	-	-	-	-	-	-	-	-	-	-	5,653	103,496	5%
306753	DUATS PERSONNEL/EXP REIMB	10	-	-	-	-	-	-	-	-	-	-	-	-	-	196,218	0%
303601	MFT REIMB-MSC/TRAF SIGNAL	10	33,483	22,137	-	-	-	-	-	-	-	-	-	-	55,620	500,000	11%
303606	WATER STREET CUTS	10	29,940	10,139	-	-	-	-	-	-	-	-	-	-	40,079	255,000	16%
	Sub Total	10	660,449	691,834	-	-	-	-	-	-	-	-	-	-	1,352,283	8,639,184	16%

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 2021

Div		Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Budget	% of Budget
	Month of Fiscal Year																
3rd Party Revenue																	
303413	AMEREN FRANCHISE PAYMENTS	10	76,759	76,759	-	-	-	-	-	-	-	-	-	-	153,519	921,000	17%
303510	ELECTRIC AGGREGATION ADMIN	10	12,066	28,520	-	-	-	-	-	-	-	-	-	-	40,586	176,000	23%
	Sub Total		88,826	105,279	-	-	-	-	-	-	-	-	-	-	194,105	1,097,000	18%
Grants																	
302106	FEDERAL	10	-	-	-	-	-	-	-	-	-	-	-	-	-	474,330	0%
302114	POLICE OT REIMBURSEMENTS	10	16,994	4,155	-	-	-	-	-	-	-	-	-	-	21,149	120,000	18%
302107	STATE GRANTS OR OTHER	10	-	-	-	-	-	-	-	-	-	-	-	-	-	275,000	0%
	Sub Total	10	16,994	4,155	-	-	-	-	-	-	-	-	-	-	21,149	869,330	2%
Fees for Services External																	
304300	ANIMAL REGISTRATION LATE FEES	10	400	1,575	-	-	-	-	-	-	-	-	-	-	1,975	8,000	25%
304302	GARBAGE HAULERS	10	-	-	-	-	-	-	-	-	-	-	-	-	-	27,000	0%
304303	CONTRACTOR LICENSES	10	5,050	1,825	-	-	-	-	-	-	-	-	-	-	6,875	25,000	28%
304304	LIQUOR LICENSES	10	3,989	-	-	-	-	-	-	-	-	-	-	-	3,989	526,000	1%
304305	RENTAL PROGRAM INCOME	10	-	-	-	-	-	-	-	-	-	-	-	-	-	25,000	0%
304306	BOAT LICENSES	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
304307	OTHER LICENSES	10	(119,450)	203,260	-	-	-	-	-	-	-	-	-	-	83,810	159,000	53%
304401	BUILDING PERMITS	10	19,654	9,748	-	-	-	-	-	-	-	-	-	-	29,402	308,000	10%
304402	PIER PERMITS	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
303301	ON STREET PARKING	10	163	101	-	-	-	-	-	-	-	-	-	-	264	7,000	4%
303302	PARKING LOT 1	10	969	550	-	-	-	-	-	-	-	-	-	-	1,519	22,000	7%
303306	PARKING LOT 10	10	222	180	-	-	-	-	-	-	-	-	-	-	402	9,000	4%
303308	GARAGE C	10	2,375	5,038	-	-	-	-	-	-	-	-	-	-	7,413	73,000	10%
303310	RESIDENTIAL PARKING	10	840	240	-	-	-	-	-	-	-	-	-	-	1,080	4,000	27%
303312	DOWNTOWN EMPL PARKING PERMIT	10	2,010	1,333	-	-	-	-	-	-	-	-	-	-	3,343	26,000	13%
304490	ADMIN COURT FINES	10	2,729	3,152	-	-	-	-	-	-	-	-	-	-	5,881	88,000	7%
305500	ADMINISTRATIVE COURT FEES	10	1,033	1,035	-	-	-	-	-	-	-	-	-	-	2,068	36,000	6%
305501	COURT FINES	10	13,751	19,575	-	-	-	-	-	-	-	-	-	-	33,325	206,000	16%
305502	BOOT FEE	10	-	70	-	-	-	-	-	-	-	-	-	-	70	4,000	2%
305503	WEED CUTTING FEES	10	1,817	34	-	-	-	-	-	-	-	-	-	-	1,851	55,000	3%
305505	ILLEGAL USE OF VEHICLE	10	-	300	-	-	-	-	-	-	-	-	-	-	300	320,000	0%
305506	OVERTIME PARKING FEES	10	6,297	3,060	-	-	-	-	-	-	-	-	-	-	9,357	146,000	6%
305507	VARIANCE AND ZONING	10	-	440	-	-	-	-	-	-	-	-	-	-	440	12,000	4%
305513	OTHER FINES AND FEES	10	5,220	3,742	-	-	-	-	-	-	-	-	-	-	8,962	74,000	12%
305516	PET CITATIONS	10	1,289	7,145	-	-	-	-	-	-	-	-	-	-	8,435	67,000	13%
305517	DUCK BLIND FEES	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
305520	TRASH & CLEAN UP FINES	10	3,123	2,704	-	-	-	-	-	-	-	-	-	-	5,827	36,000	16%
305521	VACANT PROPERTY FEE	10	-	-	-	-	-	-	-	-	-	-	-	-	-	118,600	0%
303415	PROFESSIONAL STANDARDS	10	370	-	-	-	-	-	-	-	-	-	-	-	370	5,700	6%
308801	RENTAL OF CITY PROPERTY	10	100	-	-	-	-	-	-	-	-	-	-	-	100	1,200	8%
308802	SALE OF CITY PROPERTY	10	350	11,050	-	-	-	-	-	-	-	-	-	-	11,400	80,000	14%
308803	SALE OF OTHER PROPERTY	10	-	73	-	-	-	-	-	-	-	-	-	-	73	10,000	1%
308807	DEMOLITION PAYMENTS	10	47,730	2,860	-	-	-	-	-	-	-	-	-	-	50,590	43,000	118%
308810	DAMAGE TO CITY PROPERTY	10	-	-	-	-	-	-	-	-	-	-	-	-	-	2,500	0%
308814	INVENTORY REIMBURSEMENTS	10	125	-	-	-	-	-	-	-	-	-	-	-	125	-	-
308817	NOISE ORDINANCE FINES	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
308890	REIMBURSEMENT OF EXPENSE	10	-	-	-	-	-	-	-	-	-	-	-	-	-	5,000	0%
308898	BANK RECONCILIATION ADJ	10	-	376	-	-	-	-	-	-	-	-	-	-	376	-	-
308899	MISCELLANEOUS INCOME	10	3,690	1,277	-	-	-	-	-	-	-	-	-	-	4,966	16,406	30%
310010	FIRE PROGRAMS	10	-	160	-	-	-	-	-	-	-	-	-	-	160	5,000	3%
305512	FIRE & BURGLAR ALARMS	10	300	300	-	-	-	-	-	-	-	-	-	-	600	4,000	15%
302403	FIRE TRAINING REIMBURSEMENT	10	-	-	-	-	-	-	-	-	-	-	-	-	-	34,000	0%
305514	POLICE RECORDS	10	664	509	-	-	-	-	-	-	-	-	-	-	1,173	13,000	9%
302401	STATE ROUTE MAINTENANCE	10	-	-	-	-	-	-	-	-	-	-	-	-	-	131,000	0%
303405	SCHOOL DISTRICT REIMB	10	-	-	-	-	-	-	-	-	-	-	-	-	-	445,000	0%
	Sub Total		4,808	281,709	-	-	-	-	-	-	-	-	-	-	286,518	3,177,406	9%
Investment/Other Income																	
309900	BOND OR NOTE PROCEEDS	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
307101	INTEREST INCOME	10	-	-	-	-	-	-	-	-	-	-	-	-	-	48,000	0%
307141	INVESTMENT INCOME	10	12	7	-	-	-	-	-	-	-	-	-	-	19	-	-
	Sub Total		12	7	-	-	-	-	-	-	-	-	-	-	19	48,000	0%
	General Fund Total		**5,483,473**	**4,536,224**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**10,019,697**	**70,300,000**	14%

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 2021

Div		Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Budget	% of Budget
Other Funds																	
various	HOME PROGRAM	17	38,664	8,479	-	-	-	-	-	-	-	-	-	-	47,144	1,025,000	5%
various	CDBG	18	480,187	144,599	-	-	-	-	-	-	-	-	-	-	624,786	3,585,547	17%
various	OLDE TOWNE TIF	19	13,943	53,569	-	-	-	-	-	-	-	-	-	-	67,512	932,214	7%
various	SE PLAZA TIF	20	657	-	-	-	-	-	-	-	-	-	-	-	657	308,498	0%
various	WABASH CROSSING TIF	21	233,829	-	-	-	-	-	-	-	-	-	-	-	233,829	557,784	42%
various	DUATS	22	26,774	9,117	-	-	-	-	-	-	-	-	-	-	35,891	358,161	10%
various	EASTGATE TIF	23	17,990	17,380	-	-	-	-	-	-	-	-	-	-	35,370	320,131	11%
various	SOUTHSIDE TIF	24	68	-	-	-	-	-	-	-	-	-	-	-	68	43,510	0%
various	STATE DRUG ENFORCEMENT	25	22,800	34,486	-	-	-	-	-	-	-	-	-	-	57,286	103,500	55%
various	DUI COURT FINES	26	304,595	5,066	-	-	-	-	-	-	-	-	-	-	309,661	107,100	289%
various	POLICE PROGRAMS/LAB	27	90	100	-	-	-	-	-	-	-	-	-	-	190	1,800	11%
various	PINES SHOPPING CENTER TIF	28	2,890	2,849	-	-	-	-	-	-	-	-	-	-	5,739	104,223	6%
various	GRAND & OAKLAND TIF	29	5,606	5,413	-	-	-	-	-	-	-	-	-	-	11,019	190,247	6%
various	FEDERAL DRUG ENFORCEMENT	30	-	-	-	-	-	-	-	-	-	-	-	-	-	85,200	0%
various	BUILDING FUND	34	47,917	47,917	-	-	-	-	-	-	-	-	-	-	95,834	884,583	11%
various	LIBRARY OPERATIONS	35	154,734	54,977	-	-	-	-	-	-	-	-	-	-	209,710	3,897,252	5%
various	BAND	36	2,191	1,053	-	-	-	-	-	-	-	-	-	-	3,244	96,556	3%
various	FOREIGN FIRE INSURANCE	37	1	1	-	-	-	-	-	-	-	-	-	-	3	145,500	0%
various	PEG PROJECTS	40	-	17,603	-	-	-	-	-	-	-	-	-	-	17,603	72,100	24%
various	LOCAL STREETS & ROADS	42	137,973	116,174	-	-	-	-	-	-	-	-	-	-	254,147	1,956,000	13%
various	2018 PROJECT FUND	44	108	1	-	-	-	-	-	-	-	-	-	-	109	-	-
various	CAPITAL STREET PROJECTS	45	-	-	-	-	-	-	-	-	-	-	-	-	-	30,000	0%
various	MFT PROJECTS	46	252,696	250,847	-	-	-	-	-	-	-	-	-	-	503,543	15,200,670	3%
various	DEBT SERVICE	50	71,501	34,380	-	-	-	-	-	-	-	-	-	-	105,881	2,550,118	4%
various	LIBRARY CAPITAL	58	-	-	-	-	-	-	-	-	-	-	-	-	-	252,200	0%
various	LIBRARY TRUST FUNDS	59	1,180	130	-	-	-	-	-	-	-	-	-	-	1,310	30,565	4%
various	FLEET MAINTENANCE	60	222,779	230,313	-	-	-	-	-	-	-	-	-	-	453,091	2,976,346	15%
various	EQUIPMENT REPLACEMENT	61	-	1,090	-	-	-	-	-	-	-	-	-	-	1,090	317,000	0%
various	RISK MANAGEMENT	64	253,373	253,373	-	-	-	-	-	-	-	-	-	-	506,746	3,050,436	17%
various	EMPLOYEE BENEFIT	65	815,639	676,352	-	-	-	-	-	-	-	-	-	-	1,491,991	9,986,220	15%
various	PUBLIC TRANSIT	70	522,083	1,243,780	-	-	-	-	-	-	-	-	-	-	1,765,863	12,638,492	14%
various	FIBER OPTICS	77	1,780	3,591	-	-	-	-	-	-	-	-	-	-	5,371	832,882	1%
various	STORMWATER PROJECTS	78	121,066	106,223	-	-	-	-	-	-	-	-	-	-	227,290	1,702,536	13%
various	SEWER PROJECTS	79	439,311	439,625	-	-	-	-	-	-	-	-	-	-	878,936	6,972,970	13%
various	WATER	80	2,441,369	2,476,775	-	-	-	-	-	-	-	-	-	-	4,918,144	31,292,592	16%
various	WATER CAPITAL	81	-	-	-	-	-	-	-	-	-	-	-	-	-	11,000,000	0%
various	DCDF	82	1,368	1,368	-	-	-	-	-	-	-	-	-	-	2,736	18,000	15%
various	COMMUNITY REVITALIZATION	84	-	-	-	-	-	-	-	-	-	-	-	-	-	5,000	0%
various	GRANTS	85	-	266,153	-	-	-	-	-	-	-	-	-	-	266,153	3,028,500	9%
various	RECYCLING	88	54,865	46,471	-	-	-	-	-	-	-	-	-	-	101,336	688,900	15%
various	WATER BOND FUND	89	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
various	FIRE PENSION	90	223,109	321,104	-	-	-	-	-	-	-	-	-	-	544,213	10,761,548	5%
various	POLICE PENSION	91	582,951	1,426,634	-	-	-	-	-	-	-	-	-	-	2,009,585	12,032,191	17%
	Grand Total Revenues		12,979,561	12,833,217	-	-	-	-	-	-	-	-	-	-	25,812,779	210,442,072	12%

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

Net Assessed Value $: 849,000,000 not certified
City Tax Rate: 1.70348% not certified

Assessed Value Year **2020**
Pay Year **2021**
Pending

note	Tax Levy Item	Fund	Net Assessed Value not certified	Tax Rate not certified (input)	Tax Levy $ Amount ordinance (input)	Extension $ Amount not certified (input)	Billed $ Amount not certified
	General Obligation Bond Debt	50	849,000,000	0.15872%	1,347,508.00	1,347,508.00	1,347,508.00
	General Purpose	10	849,000,000	0.00000%	-	-	-
	Fire Pension	10	849,000,000	0.61837%	5,250,000.00	5,250,000.00	5,250,000.00
	Police Pension	10	849,000,000	0.57715%	4,900,000.00	4,900,000.00	4,900,000.00
	City Library	35	849,000,000	0.34158%	2,900,000.00	2,900,000.00	2,900,000.00
	Municipal Band	36	849,000,000	0.00766%	65,000.00	65,000.00	65,000.00
	Public Transit	70					
	xxxxx	xx					
1	**Total City**		849,000,000	1.70348%	14,462,508.00	14,462,508.00	14,462,508.00
			ok	ok	ok	ok	ok

TIF District (tax code district)		AV Increment Value not certified (input)	Tax Rate not certified (input)	AV Increment $ Amount	Extension $ Amount not certified (input)	Billed $ Amount not certified
ZTF3 Pines TIF (4062)	28	660,381	10.63375%	70,223.26		-
ZTF4 SE Plaza TIF (9542)	20	3,216,301	9.59171%	308,498.26		-
ZTF5 Olde Towne TIF (4555)	19	9,227,961	10.63375%	981,278.30		-
ZTF6 Near North TIF (4455)	21	5,245,410	10.63375%	557,783.79		-
ZTF8 Eastgate TIF (9543)	23	1,028,819	9.92702%	102,131.07		-
ZTF0 Grand & Oakland (4062)	29	1,177,827	10.63375%	125,247.18		-
ZTFA SS Redevelopment (xxxx)	24	410,036	10.61115%	43,509.54		-
2 **Redevelopment TIF**		20,966,735		2,188,671.40	-	-
		xx		xx	xx	xx
Total Property Tax Levy				16,651,179.40	14,462,508.00	14,462,508.00

Note(s)

1 Data per City of Decatur 2020 Tax Levy - certification and extension dated May xx, 2021 certified May xx, 2021 received by City May xx, 2021
2 Data per Macon County - AV increment, Tax Rates, certification and extention dated May xx, 2021 received by City May xx, 2021

Prepared By:
Office of the City Treasurer

City of Decatur, Macon County home

Property Tax Levy

City and TIF Districts

Tax Collections

Assessed Value Year 2020

Pay Year 2021

Pending

Tax Levy Item	Fund	Billed $ Amount	99.0% Collection Rate	Expected Collection $ Amount	input Distribution 1 06/xx/2021	input Distribution 2 07/xx/2021	input Distribution 3 08/xx/2021	input Distribution 4 09/xx/2021	input Distribution 5 10/xx/2021	input Distribution 6 11/xx/2021	input Distribution 7 12/xx/2021	Total Distribution	Expected Account Receivable $ Amount	Actual Collection Rate
GO Bond Debt	50	1,347,508.00	99.0%	1,334,033.00								-	1,334,033.00	0.0%
General Purpose	10	-	99.0%	-								-	-	-
Fire Pension	10	5,250,000.00	99.0%	5,197,500.00								-	5,197,500.00	0.0%
Police Pension	10	4,900,000.00	99.0%	4,851,000.00								-	4,851,000.00	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												-	-	
												-	-	
Total City		14,462,508.00		14,317,883.00	-	-	-	-	-	-	-	-	14,317,883.00	0.0%
											City Collection Rate:	0.0%		
ZTF3 Pines (4062)	28	-	100.0%	-								-	0	-
ZTF4 SE Plaza (9542)	20	-	100.0%	-								-	0	-
ZTF5 Olde Towne (4555)	19	-	98.0%	-								-	0	-
ZTF6 Near North (4455)	21	-	100.0%	-								-	0	-
ZTF8 Eastgate (9543)	23	-	100.0%	-								-	0	-
ZTF0 Grand/Oakland (xxxx)	29	-	100.0%	-								-	0	-
ZTFA Southside (xxxx)	24	-	100.0%	-								-	0	-
Redevelopment TIF		-		-	-	-	-	-	-	-	-	-	-	-
											City Collection Rate:	#DIV/0!		
Total Property Tax Levy		14,462,508.00		14,317,883.00	-	-	-	-	-	-	-	-	14,317,883.00	0.0%
				City Collection Rate:	xx	xx	xx	xx	xx	xx	xx	0.0%		

Note(s)

1 Payment received xx/xx/2021 from Macon County Treasurer with check distribution / checks xxxxx, dated month xx, 2021
2 Payment received xx/xx/2021 from Macon County Treasurer with check distribution / checks xxxxx, dated month xx, 2021
3 Payment received xx/xx/2021 from Macon County Treasurer with check distribution / checks xxxxx, dated month xx, 2021
4 Payment received xx/xx/2021 from Macon County Treasurer with check distribution / checks xxxxx, dated month xx, 2021
5 Payment received xx/xx/2021 from Macon County Treasurer with check distribution / checks xxxxx, dated month xx, 2021
6 Payment received xx/xx/2021 from Macon County Treasurer with check distribution / checks xxxxx, dated month xx, 2021
7 Payment received xx/xx/2021 from Macon County Treasurer with check distribution / checks xxxxx, dated month xx, 2021

Footnote (Not a part of City Tax Levy)		input Distribution 1 06/xx/2021	input Distribution 2 07/xx/2021	input Distribution 3 08/xx/2021	input Distribution 4 09/xx/2021	input Distribution 5 10/xx/2021	input Distribution 6 11/xx/2021	input Distribution 7 12/xx/2021	Total Distribution	
Decatur Road & Bridge Tax Distribution	10-0831-301102	-	-	-	-	-	-	-	-	
Total County Distribution to Civil City		-	-	-	-	-	-	-	-	
		xx	xx	xx	xx	xx	xx	xx		
Footnote (Not a part of City Tax Levy)										
Decatur Mobile Home Privilege Tax Distribution	10-0231-301106	-	-					-	-	test s/b "0"
Distribution to City including TIF & Mobile Home		-	-	-	-	-	-	-	-	-
		xx	xx	xx	xx	xx	xx	xx		

GO 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 (xx)	29-43291-301103	-
			ZTFA SS Redevelopment (xx)	24-43241-301103	-

Prepared By:

Office of the City Treasurer

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

Period Ending: February 2021

Grant ID	Div		Grant Name	State	Federal	In Budget	Status	Grant Amount
55	015	Executive	02-1439-17758 BICYCLE PLAN, STATEWIDE PLANNING & RESEARCH FUND		X	Y	PENDING	60,000
62	015	Executive	AJCYZ03066 IPHCA CENSUS GRANT (SUB RECIPIENT)	n/a	n/a	Y	ACTIVE	101,500
72	015	Executive	LOCAL CORONAVIRUS URGENT REMEDIATION EMERGENCY (CURES) SUPPORT PROG		X	N	ACTIVE	3,140,263
74	017	Information Technology	20-203215 FIBER OPTIC NETWORK EXPANSION	X		Y	ACTIVE	800,000
52	050	Planning & Sustainability	20-1009-12795 TRANSPORTATION PLANNING ACTIVITIES (DUATS)		X	Y	ACTIVE	279,297
53	050	Planning & Sustainability	20-1009-12795 TRANSPORTATION PLANNING ACTIVITIES (DUATS)	X		Y	ACTIVE	69,824
70	050	Planning & Sustainability	21-Pending TRANSPORTATION PLANNING ACTIVITIES (DUATS)		X	Y	PENDING	286,839
71	050	Planning & Sustainability	21-Pending TRANSPORTATION PLANNING ACTIVITIES (DUATS)	X		Y	PENDING	71,710
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
C2019	054	Neighborhood Outreach	B-19-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)		X	Y	ACTIVE	554,004
CCV19	054	Neighborhood Outreach	B-20-MW-17-0008 CDBG CARES ACT ALLOCATION		X	N	ACTIVE	834,287
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
H2019	054	Neighborhood Outreach	M-19-MC-17-0203 HOME INVESTMENT PARTNERSHIP		X	Y	ACTIVE	260,556
68	054	Neighborhood Outreach	SINGLE FAMILY LOAN PROGRAM	X		N	ACTIVE	470,000
J2020	065	Police	2020-VD-BX-0262 JUSTICE ASSISTANCE GRANT		X	N	ACTIVE	29,430
49	065	Police	AP-20-0069 STEP		X	Y	ACTIVE	125,742
63	065	Police	HS-21-00087, 04-02 2020 STEP		X	Y	ACTIVE	105,678
44	065	Police	2018 BULLETPROOF VEST PARTNERSHIP (BVP)		X	Y	ACTIVE	28,400
54	065	Police	2019 BULLETPROOF VEST PARTNERSHIP (BVP)		X	Y	ACTIVE	15,099
66	065	Police	2020-VD-BX-0262 CORONAVIRUS (CARES) EMERGENCY SUPPLEMENTAL FUNDING		X	N	ACTIVE	99,423
59	070	Fire	EMW-2018-FO-05460 ASSISTANCE TO FIREFIGHTERS GRANT		X	Y	ACTIVE	80,932
69	070	Fire	EMW-2019-FG-04351 ASSISTANCE TO FIREFIGHTERS GRANT		X	Y	ACTIVE	271,091
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
09336	082	Public Works	6WGY(165)-RAILROAD GRADE CROSSING PROTECTION FND GCPF BRUSH COLLEGE	X		N	ACTIVE	12,000,000
1406	082	Public Works	15-203002 IL DCEO (MIDWEST INLAND PORT TRANSPORTATION STUDY)	X		N	ON HOLD	250,000
1507	082	Public Works	IEPA L17-5329 WATER POLLUTION CONTROL-7TH WARD SEWER		X	Y	ACTIVE	9,203,831
1706	082	Public Works	CONTRIBUTED CAPITAL-MOUND ROAD/STEVENS CREEK WEST & MIDDLE BRIDGES		X	N	ACTIVE	2,000,000
1722	082	Public Works	IEPA L17-5498 WATER POLLUTION CONTROL-MCKINLEY SEWER		X	Y	ACTIVE	5,911,143
1805	082	Public Works	CONTRIBUTED CAPITAL-TAYLOR RD BRIDGE OVER WARD BRANCH		X	Y	ACTIVE	800,000
L2020	350	Library	FY2020 IL PUBLIC LIBRARY PER CAPITA GRANT	X		Y	PENDING	
61	350	Library	20-3031-PNG PROJECT NEXT GENERATION		X	Y	ACTIVE	14,900
F16-1	700	Mass Transit	IL-2016-027-00 FY1 OPERATING ASSISTANCE/CAPITAL		X	Y	ACTIVE	1,651,807
F17-2	700	Mass Transit	IL-2017-029-02 FY17 REPLACEMENT OF CARPETING & BUS STOP IMPROVEMENTS		X	Y	ACTIVE	153,802
F20	700	Mass Transit	IL-2020-004-00 OPERATING ASSISTANCE		X	Y	ACTIVE	1,800,000
FC191	700	Mass Transit	IL-2019-010-00 BUS PROCUREMENT GRANT		X	N	ACTIVE	4,662,000
FC20	700	Mass Transit	IL-2020-010-01 PENDING FY20 CAPITAL		X	Y	ACTIVE	296,100
64	700	Mass Transit	IL-2020-022-01-00 CARES ACT GRANT - CAPITAL		X	N	ACTIVE	1,500,000
65	700	Mass Transit	IL-2020-022-02-00 CARES ACT GRANT - OPERATING		X	N	ACTIVE	3,000,000
S20	700	Mass Transit	OP-20-47-IL #5063 FY-2020 DOWNSTATE OPERATING ASSISTANCE GRANT	X		Y	ACTIVE	12,162,700
S21	700	Mass Transit	OP-21-47-IL #pend FY-2021 DOWNSTATE OPERATING ASSISTANCE GRANT	X		Y	SUBMITTED	13,379,000
SC14	700	Mass Transit	CAP-14-1034-ILL #4464 CAPITAL GRANT	X		Y	ACTIVE	3,000,000
SC20	700	Mass Transit	CAP-20-xxxx-ILL #pend CAPITAL GRANT	X		Y	SUBMITTED	1,140,000
50	700	Mass Transit	TS-18-317, DECATUR COMPREHENSIVE OPERATIONS ANALYSIS		X	Y	ACTIVE	60,000
51	700	Mass Transit	TS-18-317, DECATUR COMPREHENSIVE OPERATIONS ANALYSIS	X		Y	ACTIVE	15,000
73	803	Public Works Water	SECTION 319(H)-NONPOINT POLLUTION CONTROL FINANCIAL ASSISTANCE		X	N	SUBMITTED	150,000
							Total	112,851,980
							Active	97,514,431

Bold print indicates information updated from previous month's report

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

February 2021

Div		Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Original Budget	Revised Budget	YTD % of Budget
General Government																		
010	LEGISLATIVE	10	2,468	2,530	-	-	-	-	-	-	-	-	-	-	4,998	61,512	61,512	8%
015	EXECUTIVE	10	57,487	50,092	-	-	-	-	-	-	-	-	-	-	107,580	677,425	677,425	16%
016	HUMAN RESOURCES	10	39,245	40,261	-	-	-	-	-	-	-	-	-	-	79,506	573,079	573,079	14%
017	INFORMATION TECHNOLOGIES	10	187,045	84,113	-	-	-	-	-	-	-	-	-	-	271,158	1,861,444	1,861,444	15%
018	CITY CLERK	10	708	263	-	-	-	-	-	-	-	-	-	-	971	11,130	11,130	9%
020	LEGAL	10	74,674	74,053	-	-	-	-	-	-	-	-	-	-	148,727	935,916	935,916	16%
035	FINANCE	10	110,216	120,879	-	-	-	-	-	-	-	-	-	-	231,095	1,555,035	1,555,035	15%
037	PURCHASING	10	16,634	20,497	-	-	-	-	-	-	-	-	-	-	37,131	237,688	237,688	16%
038	CIVIC CENTER	10	24,508	16,750	-	-	-	-	-	-	-	-	-	-	41,259	222,934	222,934	19%
039	CITY GENERAL ADMINISTATIVE	10	367	287,477	-	-	-	-	-	-	-	-	-	-	287,844	2,948,187	2,948,187	10%
	Sub Total		513,353	696,916	-	-	-	-	-	-	-	-	-	-	1,210,268	9,084,350	9,084,350	13%
Community & Economic Development Services																		
050	PLANNING & SUSTAINABILITY	10	52,199	42,578	-	-	-	-	-	-	-	-	-	-	94,777	684,523	684,523	14%
052	BUILDING INSPECTIONS	10	49,449	43,298	-	-	-	-	-	-	-	-	-	-	92,747	716,241	716,241	13%
053	NEIGHBORHOOD INSPECTIONS	10	53,740	48,731	-	-	-	-	-	-	-	-	-	-	102,471	1,151,447	1,151,447	9%
054	REVITALIZATION & HOUSING	10	27,626	26,372	-	-	-	-	-	-	-	-	-	-	53,998	487,716	487,716	11%
055	ECONOMIC DEVELOPMENT	10	5,612	75,157	-	-	-	-	-	-	-	-	-	-	80,769	585,800	585,800	14%
	Sub Total		188,625	236,136	-	-	-	-	-	-	-	-	-	-	424,762	3,625,727	3,625,727	12%
Public Safety																		
065	POLICE	10	2,003,842	1,617,404	-	-	-	-	-	-	-	-	-	-	3,621,246	28,123,700	28,123,700	13%
070	FIRE	10	1,107,039	1,048,533	-	-	-	-	-	-	-	-	-	-	2,155,572	20,444,974	20,444,974	11%
	Sub Total		3,110,881	2,665,937	-	-	-	-	-	-	-	-	-	-	5,776,818	48,568,674	48,568,674	12%
Public Works																		
080	PUBLIC WORKS ADMIN	10	155,205	49,376	-	-	-	-	-	-	-	-	-	-	204,581	571,063	571,063	36%
082	ENGINEERING	10	74,191	70,959	-	-	-	-	-	-	-	-	-	-	145,150	1,374,109	1,374,109	11%
083	MUNICIPAL SERVICES	10	373,387	358,639	-	-	-	-	-	-	-	-	-	-	732,026	4,885,782	4,885,782	15%
084	STREETS	10	56,761	82,890	-	-	-	-	-	-	-	-	-	-	139,652	1,059,245	1,059,245	13%
086	TRAFFIC & PARKING	10	90,062	84,902	-	-	-	-	-	-	-	-	-	-	174,964	1,400,907	1,400,907	12%
088	URBAN FORESTRY	10	30,831	29,371	-	-	-	-	-	-	-	-	-	-	60,202	630,143	630,143	10%
	Sub Total		780,436	676,138	-	-	-	-	-	-	-	-	-	-	1,456,574	9,921,249	9,921,249	15%
	General Fund Expenditure Total		4,593,295	4,275,127	-	-	-	-	-	-	-	-	-	-	8,868,421	71,200,000	71,200,000	12%
Community & Economic Development																		
17	HOME PROGRAM	17	34,687	7,555	-	-	-	-	-	-	-	-	-	-	42,243	1,025,000	1,025,000	4%
18	CDBG PROGRAM	18	29,584	109,158	-	-	-	-	-	-	-	-	-	-	138,742	3,585,547	3,585,547	4%
22	DUATS	22	9,117	7,266	-	-	-	-	-	-	-	-	-	-	16,383	358,161	358,161	5%
70	PUBLIC TRANSIT	70	600,752	1,976,791	-	-	-	-	-	-	-	-	-	-	2,577,543	12,632,457	12,632,457	20%
82	DCDF	82	437	2,985	-	-	-	-	-	-	-	-	-	-	3,423	140,376	140,376	2%
84	COMMUNITY REVITALIZATION	84	-	350	-	-	-	-	-	-	-	-	-	-	350	1,610,355	1,610,355	0%
88	RECYCLING	88	61,495	48,933	-	-	-	-	-	-	-	-	-	-	110,428	657,260	657,260	17%
	Sub Total		736,073	2,153,039	-	-	-	-	-	-	-	-	-	-	2,889,112	20,009,156	20,009,156	14%
Redevelopment & TIF																		
19	OLDE TOWNE TIF	19	-	-	-	-	-	-	-	-	-	-	-	-	-	917,225	917,225	0%
20	SE PLAZA TIF	20	-	-	-	-	-	-	-	-	-	-	-	-	-	308,498	308,498	0%
21	WABASH CROSSING TIF	21	-	-	-	-	-	-	-	-	-	-	-	-	-	796,000	796,000	0%
23	EASTGATE TIF	23	-	-	-	-	-	-	-	-	-	-	-	-	-	543,200	543,200	0%
24	SOUTHSIDE TIF	24	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
28	PINES SHOPPING CENTER TIF	28	-	-	-	-	-	-	-	-	-	-	-	-	-	104,223	104,223	0%
29	GRAND & OAKLAND TIF	29	-	-	-	-	-	-	-	-	-	-	-	-	-	190,247	190,247	0%
	Sub Total		-	-	-	-	-	-	-	-	-	-	-	-	-	2,859,393	2,859,393	0%

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

February 2021

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Original Budget	Revised Budget	YTD % of Budget
Public Safety																		
25	STATE DRUG ACTIVITIES	25	2,667	15,856	-	-	-	-	-	-	-	-	-	-	18,523	229,520	229,520	8%
26	DUI COURT FINES	26	37,663	24,668	-	-	-	-	-	-	-	-	-	-	62,331	131,000	131,000	48%
27	POLICE PROGRAMS/LAB	27	-	784	-	-	-	-	-	-	-	-	-	-	784	25,000	25,000	3%
30	FEDERAL DRUG ENFORCEMENT	30	-	-	-	-	-	-	-	-	-	-	-	-	-	175,000	175,000	0%
37	FOREIGN FIRE INSURANCE	37	6,604	3,206	-	-	-	-	-	-	-	-	-	-	9,810	145,500	145,500	7%
	Sub Total		46,934	44,514	-	-	-	-	-	-	-	-	-	-	91,448	706,020	706,020	13%
Debt Service																		
50	DEBT SERVICE PAYMENTS	50	-	1,275,406	-	-	-	-	-	-	-	-	-	-	1,275,406	2,494,562	2,494,562	51%
	Sub Total		-	1,275,406	-	-	-	-	-	-	-	-	-	-	1,275,406	2,494,562	2,494,562	51%
Public Works															-			
42	LOCAL MFT PROJECTS	42	12,472	605,344	-	-	-	-	-	-	-	-	-	-	617,816	2,163,136	2,163,136	29%
44	2018 PROJECT FUND	44	306,673	9,792	-	-	-	-	-	-	-	-	-	-	316,465	5,529,215	5,529,215	6%
45	CAPITAL PROJECTS	45	5,000	5,000	-	-	-	-	-	-	-	-	-	-	10,000	30,000	30,000	33%
46	STATE MFT PROJECTS	46	109,667	688,411	-	-	-	-	-	-	-	-	-	-	798,077	15,841,758	15,841,758	5%
60	FLEET OPERATIONS	60	138,802	229,689	-	-	-	-	-	-	-	-	-	-	368,491	2,960,652	2,960,652	12%
61	EQUIPMENT REPLACEMENT	61	1,815	1,160,059	-	-	-	-	-	-	-	-	-	-	1,161,874	1,015,232	1,015,232	114%
78	STORM WATER PROJECTS	78	68,153	279,137	-	-	-	-	-	-	-	-	-	-	347,291	2,426,028	2,426,028	14%
79	SEWER PROJECTS	79	552,106	719,622	-	-	-	-	-	-	-	-	-	-	1,271,728	11,073,343	11,073,343	11%
	Sub Total		1,194,688	3,697,054	-	-	-	-	-	-	-	-	-	-	4,891,742	41,039,364	41,039,364	12%
Library																		
35	LIBRARY OPERATIONS	35	272,748	308,131	-	-	-	-	-	-	-	-	-	-	580,879	3,948,362	3,948,362	15%
58	LIBRARY CAPITAL PROJECTS	58	-	-	-	-	-	-	-	-	-	-	-	-	-	250,000	250,000	0%
59	LIBRARY TRUST FUNDS	59	2,394	4,238	-	-	-	-	-	-	-	-	-	-	6,632	108,000	108,000	6%
	Sub Total		275,141	312,369	-	-	-	-	-	-	-	-	-	-	587,510	4,306,362	4,306,362	14%
Internal Service and Other																		
34	BUILDING FUND	34	34,840	34,934	-	-	-	-	-	-	-	-	-	-	69,774	515,820	515,820	14%
36	BAND	36	590	1,794	-	-	-	-	-	-	-	-	-	-	2,384	96,556	96,556	2%
40	PEG CAPITAL PROGRAMMING	40	2,545	3,345	-	-	-	-	-	-	-	-	-	-	5,890	72,100	72,100	8%
64	RISK MANAGEMENT	64	94,909	80,927	-	-	-	-	-	-	-	-	-	-	175,835	2,956,808	2,956,808	6%
65	BENEFIT INSURANCE	65	1,147,116	780,944	-	-	-	-	-	-	-	-	-	-	1,928,060	11,820,728	11,820,728	16%
77	FIBER OPTICS	77	5,500	3,000	-	-	-	-	-	-	-	-	-	-	8,500	861,000	861,000	1%
85	GRANT FUND -COVID SPEND	85	768,776	46,505	-	-	-	-	-	-	-	-	-	-	815,281	3,028,500	3,028,500	27%
	Sub Total		2,054,276	951,449	-	-	-	-	-	-	-	-	-	-	3,005,725	19,351,512	19,351,512	16%
Water Utility																		
80	WATER UTILITY	80	1,210,879	8,470,640	-	-	-	-	-	-	-	-	-	-	9,681,519	31,181,812	31,181,812	31%
81	WATER CAPITAL	81	17,980	103,491	-	-	-	-	-	-	-	-	-	-	121,471	16,362,331	16,362,331	1%
89	WATER BONDS	89	-	-	-	-	-	-	-	-	-	-	-	-	-	217,329	217,329	0%
	Sub Total		1,228,860	8,574,131	-	-	-	-	-	-	-	-	-	-	9,802,990	47,761,472	47,761,472	21%
Fudiciary Trust & Agency																		
90	FIRE PENSION	90	769,522	804,262	-	-	-	-	-	-	-	-	-	-	1,573,784	10,128,792	10,128,792	16%
91	POLICE PENSION	91	754,722	811,131	-	-	-	-	-	-	-	-	-	-	1,565,853	10,113,348	10,113,348	15%
	Sub Total		1,524,243	1,615,394	-	-	-	-	-	-	-	-	-	-	3,139,637	20,242,140	20,242,140	16%
	Grand Total Expenditures		11,653,509	22,898,483	-	-	-	-	-	-	-	-	-	-	34,551,992	229,969,981	229,969,981	15%

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

Month of: ***February 2021***

home US$ (whole)	Current Month Actual	Current Month Budget	O(U) Budget	Prior Year Actual	O(U) Prior Year	Current YTD Actual	Current YTD Budget	O(U) Budget	Prior YTD Actual	O(U) Prior Year
Revenue										
Water Sales	2,334,499	2,354,000	(19,501)	2,333,114	1,385	4,721,667	4,793,000	(71,333)	4,747,685	(26,018)
UCS Billing Reimb	42,860	44,266	(1,406)	43,885	(1,025)	87,154	88,532	(1,378)	88,071	(917)
Tapping Fees	915	-	915	151	764	3,560	-	3,560	151	3,409
Lake Licesnes / Permits	-	-	-	-	-	-	-	-	-	-
Interest Income	-	-	-	-	-	-	-	-	3,650	(3,650)
Other Income	98,502	-	98,502	16,514	81,988	105,763	-	105,763	17,793	87,970
Total Revenue	2,476,775	2,398,266	78,509	2,393,664	83,111	4,918,144	4,881,532	36,612	4,857,350	60,794
Cost of Service										
801 Water Production	367,256	512,488	(145,232)	465,548	(98,292)	630,175	820,976	(190,801)	738,140	(107,965)
804 Water Services	227,723	285,361	(57,638)	269,094	(41,371)	475,412	570,722	(95,310)	538,347	(62,935)
Total Cost of Service	594,979	797,849	(202,870)	734,642	(139,663)	1,105,586	1,391,698	(286,112)	1,276,487	(170,901)
% of Revenue	24.0%	33.3%		30.7%		22.5%	28.5%		26.3%	
Water Gross Margin	1,881,796	1,600,417	281,379	1,659,022	222,774	3,812,558	3,489,834	322,724	3,580,863	231,695
% of Revenue	76.0%	66.7%		69.3%		77.5%	71.5%		73.7%	
Operating Expense										
802 Lake Management	41,116	111,700	(70,584)	100,407	(59,291)	124,815	225,400	(100,585)	186,226	(61,411)
803 Water Administration	348,682	354,446	(5,764)	332,369	16,313	698,109	708,892	(10,783)	664,116	33,993
805 Customer Service	84,737	85,679	(942)	87,037	(2,300)	170,944	171,358	(414)	156,299	14,645
Total Operating Expense	474,536	551,825	(77,289)	519,813	(45,277)	993,867	1,105,650	(111,783)	1,006,641	(12,774)
% of Revenue	19.2%	23.0%		21.7%		20.2%	22.6%		20.7%	
Margin Before Debt Service	1,407,261	1,048,592	358,669	1,139,209	268,052	2,818,691	2,384,184	434,507	2,574,222	244,469
% of Revenue	56.8%	43.7%		47.6%		57.3%	48.8%		53.0%	
Debt Service										
808 GO Bond Debt	6,645,859	6,645,485	374	6,539,409	106,450	6,645,959	6,645,485	474	6,539,409	106,550
IEPA - Nitrate Facility	-	-	-	-	-	-	-	-	-	-
80B IEPA - Water Tower	-	-	-	-	-	180,840	180,840	0	180,840	0
80C JCI - Auto Water Meter	755,266	755,266	(0)	331,436	423,830	755,266	755,266	(0)	331,436	423,830
Total Debt Service	7,401,125	7,400,751	374	6,870,845	530,280	7,582,065	7,581,591	474	7,051,685	530,380
% of Revenue	298.8%	308.6%		287.0%		154.2%	155.3%		145.2%	
Operating Income	(5,993,864)	(6,352,159)	358,295	(5,731,636)	(262,228)	(4,763,375)	(5,197,407)	434,032	(4,477,463)	(285,912)
% of Revenue	-242.0%	-264.9%		-239.5%		-96.9%	-106.5%		-92.2%	
Transfer to Capital										
CapEx Funding	-	-	-	-	-	-	-	-	-	-
Income after Capital Transfer	(5,993,864)	(6,352,159)	358,295	(5,731,636)	(262,228)	(4,763,375)	(5,197,407)	434,032	(4,477,463)	(285,912)
% of Revenue	-242.0%	-264.9%		-239.5%		-96.9%	-106.5%		-92.2%	

Balance Sheet Items (Operating Fund)		
Cash	412,243	392,615
Interfund AR	-	-
Investments	-	-
Total Cash & Investments	412,243	392,615
Accounts Receivable	-	2,574,603

Prepared By: *Office of the City Treasurer*

City of Decatur **Month of:** ***February 2021***

Water Utility Financial Report

Capital Fund Statement of Revenue and Expense

home

	Current Month Actual	Current YTD Actual	Current YTD Budget	O(U) Budget	Full Year Budget	Comments	
Revenue							
CapEx Funding	-	-	-	-	2,100,000	*CapEx funding from Water Operating Fund*	
ADM Cost Share	-	-	-	-	1,000,000	*Actual ADM cost share*	
Other	-	-	-	-	7,900,000		
Total Revenue	-	-	-	-	11,000,000		
CapEx Project Spending							
Operating CapEx	72,625	84,005	-	84,005	213,331	*81808112*	*423700*
Professional Services	1,184	1,184	-	1,184	195,000	*81808118*	*428000*
Automotive Equipment	-	-	-	-	359,000		*451000*
Other Equipment	-	-	-	-	450,000		*452000*
System leak detection	-	-	-	-	35,000		*486300*
Water Main Replacement	-	-	-	-	5,377,000		*488800*
Water System Improvmnts	-	-	-	-	537,500		*497000*
SWTP Improvements	-	-	-	-	8,200,000		*499200*
Lake cap operating	27,922	34,522	125,000	(90,478)	510,500	*81808122*	*423700*
Lake cap land acq	-	-	-	-	100,000	*81808128*	*450100*
Lake cap additional water	1,760	1,760	-	1,760	385,000	*81808128*	*488900*
xxxx	-	-	-	-	-		
xxxx	-	-	-	-	-		
xxxx	-	-	-	-	-		
Total CapEx Spending	103,491	121,471	125,000	(3,529)	16,362,331		
Surplus (Deficit)	(103,491)	(121,471)	(125,000)		(5,362,331)		

Capital Fund Cash Position			
Cash at January 1, 2021	2,796,525		
		Cash Position Target at December 31, 2021	(2,565,806)
Current Cash Position	2,675,054		
Interfund AR	-	*Due to Water Capital fund from Capital Fund 45*	

Prepared By: *Office of the City Treasurer*

City of Decatur home

Water Utility Financial Report

Key Metrics

February 2021

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year	YTD Comparison
Current Year														
Water Bill Count														
Original Bills														
Residential	25,059	23,515											48,574	
Industrial	32	32											64	
Commercial	2,543	2,364											4,907	
Total	27,634	25,911	-	-	-	-	-	-	-	-	-	-	53,545	93.3%
Delinquent Bills														
Residential	-												-	
Industrial	-												-	
Commercial	-												-	
Total	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%
Total Bill Count	27,634	25,911	-	-	-	-	-	-	-	-	-	-	53,545	73.5%
Cubit Feet Consumption Billed														
Residential	10,767,334	9,925,623											20,692,957	93.7%
Industrial	42,014,828	44,147,266											86,162,094	105.7%
Commercial	9,042,082	8,539,316											17,581,398	91.5%
Total	61,824,244	62,612,205	-	-	-	-	-	-	-	-	-	-	124,436,449	101.3%
Water Shut Offs	-	-											-	0.0%
Customer Service Telephone Calls	3,386	3,059											6,445	63.8%
Water Billed $														
Residential	$ 659,254	$ 610,827											$ 1,270,081	95.6%
Industrial	$ 1,118,507	$ 1,166,364											$ 2,284,871	105.5%
Commercial	$ 473,412	$ 445,098											$ 918,510	94.2%
Total	$ 2,251,173	$ 2,222,290	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,473,462	100.1%
Penalty $	$ -												$ -	0.0%
Total Billed	$ 2,251,173	$ 2,222,290	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,473,462	99.6%
Water Gallonage Billed														
Gallons (000)	319,830	263,740											583,570	95.1%
$ Billed	$ 97,548	$ 80,441											$ 177,989	95.4%
Water Billed vs Cash Receipts														
Billed $	$ 2,348,721	$ 2,302,730	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,651,451	99.4%
Cash Revenue $	$ 2,387,168	$ 2,334,499											$ 4,721,667	99.5%
% Cash to Billed	101.6%	101.4%	-	-	-	-	-	-	-	-	-	-	101.5%	
Prior Year														
Water Bill Count														
Original Bills														
Residential	27,465	24,550	27,457	26,983	25,987	27,313	28,264	24,899	24,665	25,923	26,809	30,923	321,238	
Industrial	32	32	32	32	32	32	32	32	32	32	32	32	384	
Commercial	2,740	2,544	2,703	2,741	2,571	2,751	2,759	2,502	2,470	2,634	2,697	3,020	32,132	
Total	30,237	27,126	30,192	29,756	28,590	30,096	31,055	27,433	27,167	28,589	29,538	33,975	353,754	
Delinquent Bills														
Residential	8,038	6,813	2,918	-	-	-	7,657	7,391	7,553	1,517	-	-	41,887	
Industrial	-	-	-	-	-	-	-	2	4	-	-	-	6	
Commercial	369	254	84	-	-	-	354	350	398	47	-	-	1,856	
Total	8,407	7,067	3,002	-	-	-	8,011	7,743	7,955	1,564	-	-	43,749	
Total Bill Count	38,644	34,193	33,194	29,756	28,590	30,096	39,066	35,176	35,122	30,153	29,538	33,975	397,503	
Cubit Feet Consumption Billed														
Residential	11,707,150	10,372,676	11,006,905	11,570,632	11,344,622	13,462,541	14,570,749	12,823,011	13,069,451	12,843,082	12,095,439	12,977,828	147,844,086	
Industrial	40,279,029	41,245,674	39,936,974	40,084,847	39,100,450	40,520,032	41,592,307	42,378,285	44,305,970	43,390,309	42,794,122	41,077,431	496,705,430	
Commercial	9,711,877	9,498,783	9,776,629	9,805,724	9,165,715	10,312,031	12,827,785	13,640,066	12,987,433	13,002,574	11,171,948	9,831,299	131,731,864	
Total	61,698,056	61,117,133	60,720,508	61,461,203	59,610,787	64,294,604	68,990,841	-	70,362,854	69,235,965	66,061,509	63,886,558	776,281,380	
Water Shut Offs	458	350	293	-	-	-	424	1,113	822	44	-	-	3,504	
Customer Service Tphone Calls	5,497	4,608	4,192	4,230	3,928	4,323	5,181	5,970	5,417	4,787	3,419	3,678	55,230	
Water Billed $														
Residential	$ 703,504	$ 624,756	$ 667,568	$ 694,615	$ 683,053	$ 805,721	$ 860,970	$ 756,041	$ 765,436	$ 765,544	$ 732,763	$ 797,554	$ 8,857,524	
Industrial	$ 1,071,513	$ 1,094,639	$ 1,039,106	$ 1,041,534	$ 1,021,588	$ 1,079,706	$ 1,103,612	$ 1,123,935	$ 1,168,039	$ 1,144,632	$ 1,132,684	$ 1,093,755	$ 13,114,743	
Commercial	$ 498,734	$ 476,749	$ 495,919	$ 496,529	$ 470,317	$ 531,365	$ 616,283	$ 628,235	$ 601,586	$ 618,346	$ 559,163	$ 527,343	$ 6,520,568	
Total	$ 2,273,751	$ 2,196,143	$ 2,202,592	$ 2,232,677	$ 2,174,959	$ 2,416,791	$ 2,580,866	$ 2,508,212	$ 2,535,060	$ 2,528,523	$ 2,424,610	$ 2,418,651	$ 28,492,835	
Penalty $	$ 12,927	$ 10,837	$ 4,533	$ -	$ -	$ -	$ 16,113	$ 14,390	$ 32,482	$ 2,740	$ -	$ -	$ 94,024	
Total Billed	$ 2,286,678	$ 2,206,981	$ 2,207,125	$ 2,232,677	$ 2,174,959	$ 2,416,791	$ 2,596,979	$ 2,522,601	$ 2,567,543	$ 2,531,263	$ 2,424,610	$ 2,418,651	$ 28,586,859	
Water Gallonage														
Gallons (000)	311,890	302,030	341,650	311,760	316,670	335,640	332,560	360,390	330,440	356,560	337,549	319,830	3,956,969	
$ Billed	$ 94,815	$ 91,817	$ 103,862	$ 94,775	$ 96,268	$ 102,035	$ 101,098	$ 109,559	$ 100,454	$ 108,394	$ 102,777	$ 97,548	$ 1,203,401	
Water Billed vs Cash Receipts														
Billed $	$ 2,381,493	$ 2,298,798	$ 2,310,987	$ 2,327,452	$ 2,271,227	$ 2,518,826	$ 2,698,078	$ 2,632,160	$ 2,667,996	$ 2,639,657	$ 2,527,387	$ 2,516,199	$ 29,790,260	
Cash Revenue $	$ 2,414,571	$ 2,333,114	$ 2,314,542	$ 2,269,760	$ 2,215,974	$ 2,439,581	$ 2,655,815	$ 2,733,552	$ 2,745,872	$ 2,558,367	$ 2,521,924	$ 2,456,490	$ 29,659,562	
% Cash to Billed	101.4%	101.5%	100.2%	97.5%	97.6%	96.9%	98.4%	103.9%	102.9%	96.9%	99.8%	97.6%	99.6%	

City of Decatur
Treasurer's Financial Report
Headcount Staffing Level

Period Ending: February 2021

	2021 Budget	Current Year Staffing Levels Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Prior Yr End
Full Time Staffing														
Executive	6	6	6	-	-	-	-	-	-	-	-	-	-	6
Finance	22	20	19	-	-	-	-	-	-	-	-	-	-	20
Human Resources	4	4	4	-	-	-	-	-	-	-	-	-	-	4
Information Technology	10	9	9	-	-	-	-	-	-	-	-	-	-	10
Corporation Counsel	7	7	7	-	-	-	-	-	-	-	-	-	-	7
Economic & Community Dev	21	19	18	-	-	-	-	-	-	-	-	-	-	19
Public Safety	268	262	262	-	-	-	-	-	-	-	-	-	-	261
Public Works	113	101	101	-	-	-	-	-	-	-	-	-	-	104
Total Full Time	451	428	426	-	-	-	-	-	-	-	-	-	-	431
Part Time Staffing														
Executive	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Legislative	7	7	7	-	-	-	-	-	-	-	-	-	-	7
Finance	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Human Resources	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Information Technology	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Corporation Counsel	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Economic & Community Dev	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Public Safety	-	2	2	-	-	-	-	-	-	-	-	-	-	2
Public Works	-	2	2	-	-	-	-	-	-	-	-	-	-	2
Total Temporary	7	11	11	-	-	-	-	-	-	-	-	-	-	11
Total City Staff Headcount	458	439	437	-	-	-	-	-	-	-	-	-	-	442

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

Supplementary Statistics - Full Time Staffing

General Fund Only	390	371	369	-	-	-	-	-	-	-	-	-	-	373
Staffing Increase		3	-											33
Staffing Decrease		6	2											32
Turnover Rate - **Year to Date**		2%	1%	-	-	-	-	-	-	-	-	-	-	9%
All Other Funds	61	57	57	-	-	-	-	-	-	-	-	-	-	58
Staffing Increase		-												4
Staffing Decrease		-												3
Turnover Rate - **Year to Date**		0%	0%	-	-	-	-	-	-	-	-	-	-	5%

City of Decatur **Period Ending: February 2021**

Treasurer's Financial Report

Headcount Staffing Level

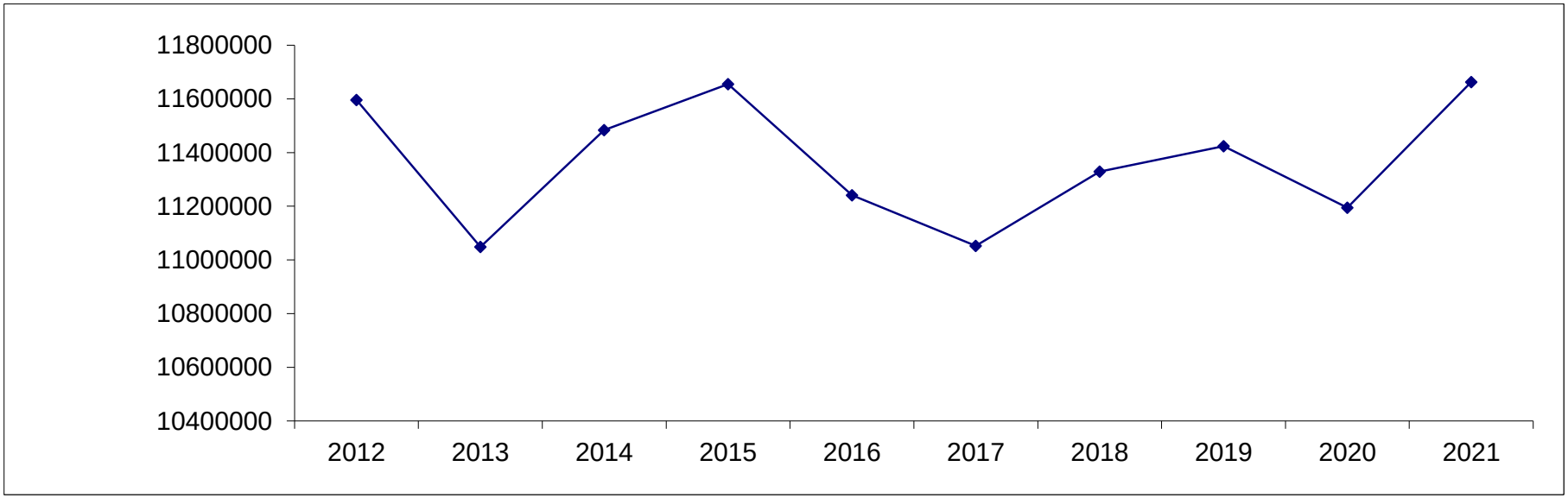
	2021 Budget	Current Year Staffing Levels Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Prior Yr End
Full Time Staff														
Executive														
Executive	3	3	3											3
City Clerk	1	1	1											1
Public Transit	2	2	2											2
Total	6	6	6	-	-	-	-	-	-	-	-	-	-	6
Financial Management														
Finance	13	11	10											11
Purchasing	2	2	2											2
Water Customer Service	7	7	7											7
Total	22	20	19	-	-	-	-	-	-	-	-	-	-	20
Human Resources	4	4	4											4
Information Technology	10	9	9											10
Corporation Legal Counsel	7	7	7											7
Economic & Community Devel														
Planning & Sustainability	6	5	5											5
Building Inspections	6	6	6											6
Neighborhood Inspection	5	5	4											5
Revitalization & Housing Serv	4	3	3											3
Total	21	19	18	-	-	-	-	-	-	-	-	-	-	19
Public Safety														
Fire	109	104	106											104
Police	159	158	156											157
Total	268	262	262	-	-	-	-	-	-	-	-	-	-	261
Public Works														
PW Administration	2	2	2											2
PW Engineering	12	9	9											9
PW Municipal Services	47	42	42											44
Fleet Maintenance	8	7	7											8
Water Production (Admin)	2	2	2											2
Water Production (Lake)	4	4	4											4
Water Production	15	14	14											14
Water Services	23	21	21											21
Total	113	101	101	-	-	-	-	-	-	-	-	-	-	104
Total City Staffing	451	428	426	-	-	-	-	-	-	-	-	-	-	431
General Fund staffing	390	371	369	-	-	-	-	-	-	-	-	-	-	373
Other Fund staffing	61	57	57	-	-	-	-	-	-	-	-	-	-	58
Total staffing	451	428	426	-	-	-	-	-	-	-	-	-	-	431

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

STATE SALES TAX

Home

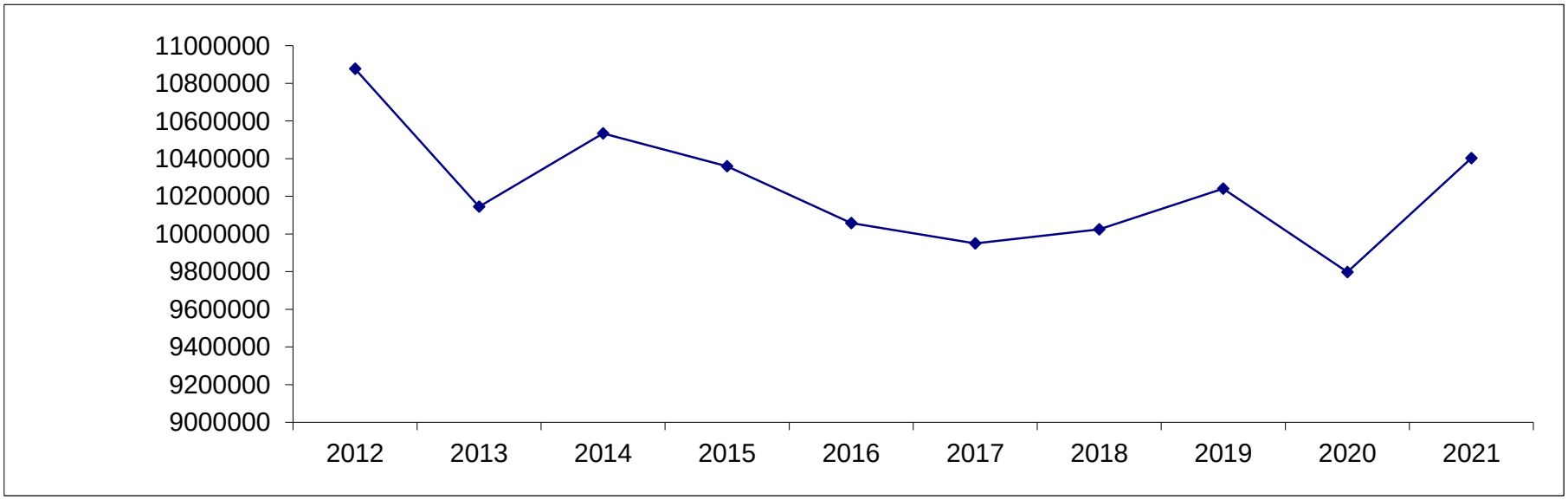
MONTH	2012 Actual	2013 Actual	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Year in Play	
JANUARY	939,211	918,325	938,684	963,009	946,811	902,833	882,653	984,872	984,354	936,318	A
FEBRUARY	935,641	880,247	914,587	941,678	904,631	899,838	917,921	935,303	955,006	882,140	A
MARCH	1,158,700	1,076,758	1,106,071	1,120,789	1,119,498	1,107,270	1,088,364	1,093,971	1,112,877	1,112,900	B
APRIL	871,624	856,724	825,291	857,417	824,458	789,769	840,607	801,923	850,408	850,300	B
MAY	986,897	884,323	868,465	877,404	867,538	837,972	819,180	845,440	849,934	850,000	B
JUNE	1,021,804	954,864	974,156	978,888	940,736	957,693	978,292	975,295	909,787	975,200	B
JULY	918,786	922,915	935,127	944,686	887,325	906,452	942,693	968,093	858,962	968,000	B
AUGUST	991,930	796,714	1,028,409	992,900	943,818	935,012	1,010,708	1,011,477	945,270	1,011,500	B
SEPTEMBER	951,845	948,422	979,712	1,006,626	994,684	953,644	978,357	930,277	972,693	972,700	B
OCTOBER	911,934	925,873	981,740	991,641	933,239	891,372	943,494	979,187	974,990	975,000	B
NOVEMBER	1,001,513	964,174	961,614	1,003,087	962,595	934,414	991,142	967,297	940,548	996,000	B
DECEMBER	906,055	919,141	969,684	976,633	916,175	935,863	935,419	930,430	967,339	1,012,000	B
TOTALS	**11,595,938**	**11,048,482**	**11,483,540**	**11,654,760**	**11,241,506**	**11,052,132**	**11,328,832**	**11,423,564**	**11,322,169**	**11,542,058**	
									Year in Play Budget	**11,663,000**	



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

LOCAL SALES TAX

MONTH	2012 Actual	2013 Actual	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Year in Play	
JANUARY	914,456	861,196	887,481	889,089	848,993	818,066	807,770	892,334	880,608	840,697	A
FEBRUARY	911,162	880,506	862,759	863,243	833,995	838,995	837,288	864,722	856,677	781,469	A
MARCH	1,088,443	1,012,286	1,022,997	1,000,115	1,036,321	995,383	959,353	963,236	960,429	960,400	B
APRIL	758,516	773,089	739,227	739,805	703,472	702,734	712,309	698,869	734,157	734,200	B
MAY	929,937	775,938	779,506	764,685	744,767	729,878	716,975	739,341	727,854	727,900	B
JUNE	942,726	853,033	865,335	832,374	840,488	855,602	852,317	858,115	765,429	858,100	B
JULY	864,230	846,702	864,489	833,551	791,839	814,658	807,532	860,421	735,614	860,400	B
AUGUST	927,747	619,512	957,423	906,467	867,107	877,154	909,719	920,833	834,535	920,800	B
SEPTEMBER	899,635	901,318	916,077	911,765	904,129	852,928	890,655	873,345	873,669	873,700	B
OCTOBER	838,868	860,182	882,079	875,986	822,711	779,788	836,215	868,200	865,615	865,600	B
NOVEMBER	902,358	897,029	884,609	882,605	854,078	835,747	866,834	875,836	819,660	971,700	B
DECEMBER	898,532	864,499	872,277	860,119	810,233	849,336	827,137	824,656	845,741	891,900	B
TOTALS	**10,876,609**	**10,145,292**	**10,534,258**	**10,359,805**	**10,058,133**	**9,950,270**	**10,024,104**	**10,239,908**	**9,899,988**	**10,286,866**	
									Year in Play Budget	**10,402,000**	

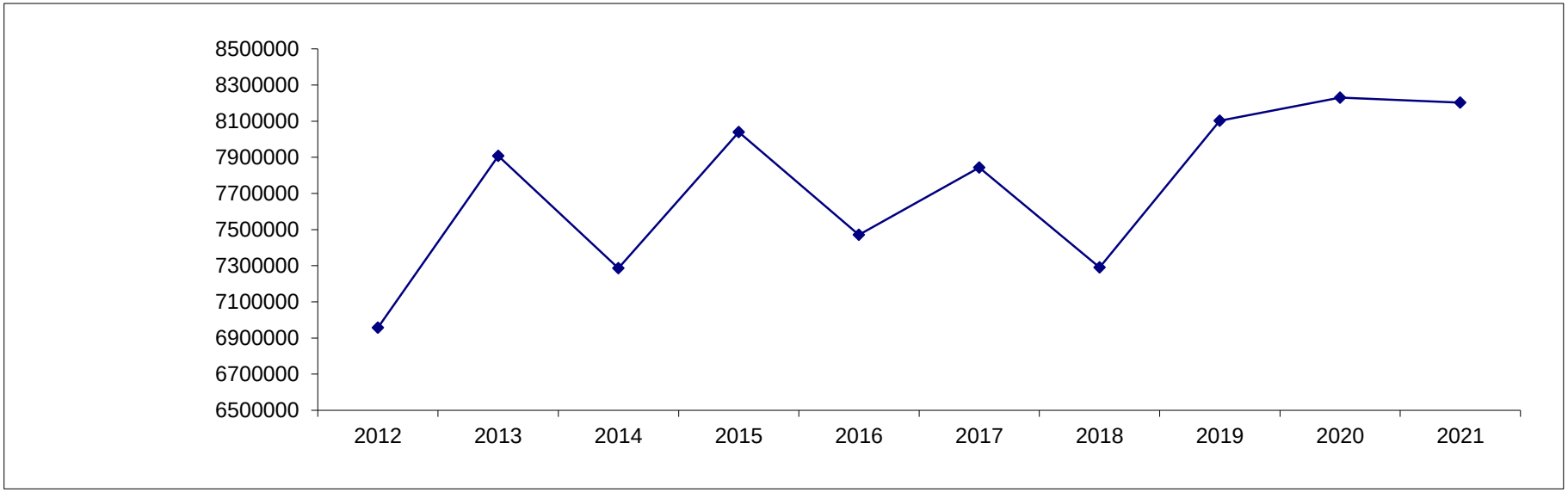


Schedule presents total State Sales Tax Revenue - revenue is recorded in General, Southeast TIF, Eastgate TIF, Pines TIF and Grand/Oakland TIF funds w/ TIF agreements

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

STATE INCOME TAX

MONTH	2012 Actual	2013 Actual	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Year in Play	
JANUARY	761,050	632,905	850,845	852,700	912,628	851,716	578,461	631,574	696,621	807,110	A
FEBRUARY	-	478,227	-	-	-	-	837,319	759,834	717,710	853,298	A
MARCH	619,124	394,663	699,395	620,094	751,474	1,411,585	420,941	457,518	533,688	533,700	B
APRIL	394,295	1,333,938	742,236	925,184	822,346	-	646,373	734,870	783,855	783,500	B
MAY	1,187,505	404,944	423,934	403,609	476,082	396,235	1,044,019	1,528,635	767,466	767,400	B
JUNE	424,269	703,157	741,339	824,784	1,774,951	764,129	482,298	477,387	475,376	475,300	B
JULY	658,753	1,298,806	1,150,541	1,364,531	-	1,547,903	652,113	713,920	754,878	754,900	B
AUGUST	956,491	441,258	428,542	566,667	496,310	698,009	478,694	511,760	1,032,080	1,032,000	B
SEPTEMBER	502,880	675,812	709,251	1,263,519	1,120,799	727,037	467,186	452,932	584,790	584,900	B
OCTOBER	645,769	419,882	818,347	-	-	599,068	726,093	808,115	846,827	846,800	B
NOVEMBER	405,227	409,627	-	441,918	450,551	450,852	522,953	527,420	572,208	519,200	B
DECEMBER	401,952	714,661	721,926	776,691	665,793	396,923	433,456	498,389	506,596	491,000	B
	13 ct-4 mo delay	13 ct-3 mo delay	13 ct-2 mo delay	12 ct-2 mo delay	12 ct-2 mo delay	12 ct-2 mo delay	14 ct-no delay				
TOTALS	**6,957,316**	**7,907,881**	**7,286,357**	**8,039,696**	**7,470,934**	**7,843,458**	**7,289,905**	**8,102,353**	**8,272,095**	**8,449,108**	
									Year in Play Budget	**8,203,000**	

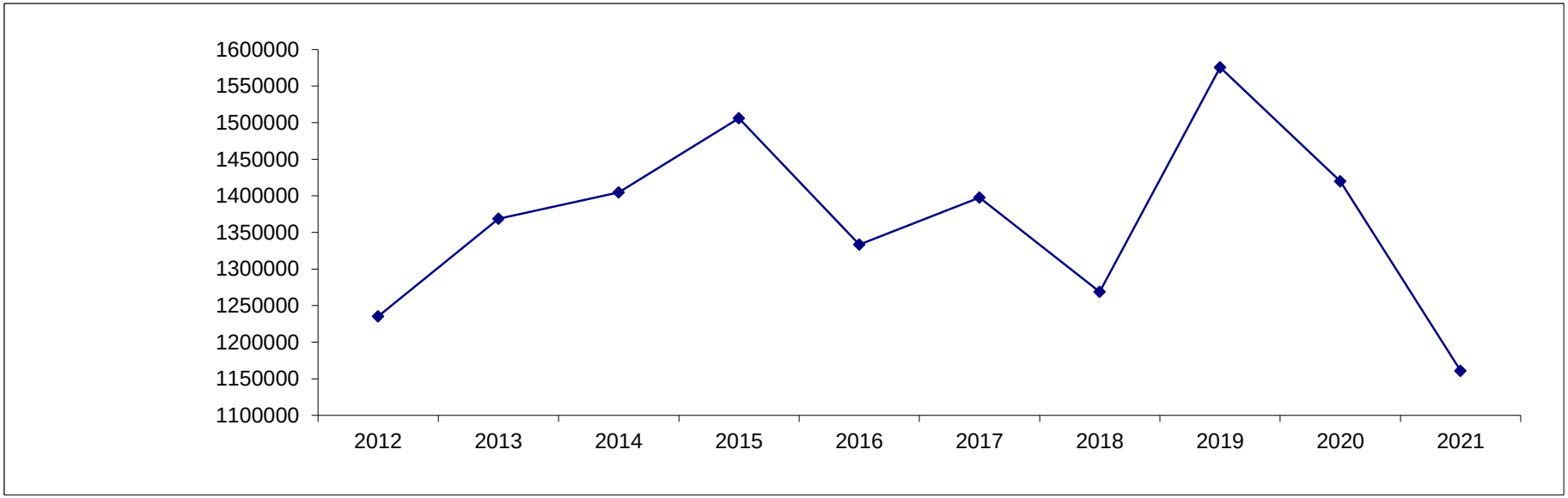


Schedule presents State LGDF distribution

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

PERSONAL PROPERTY REPLACEMENT TAX

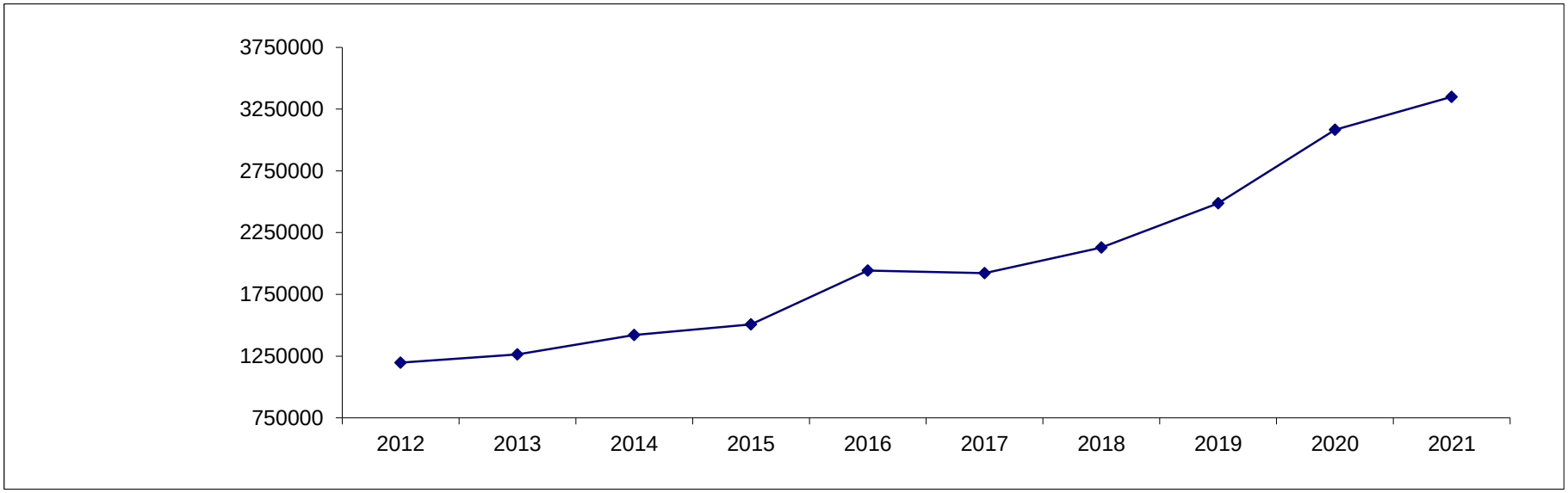
MONTH	2012 Actual	2013 Actual	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Year in Play	
JANUARY	180,082	185,383	233,315	202,878	195,051	217,463	143,616	153,006	226,930	226,930	A
FEBRUARY	1,565	1,605	2,024	717	-	-	-	-	-	2,083	A
MARCH	61,281	62,898	80,778	70,137	83,788	147,880	132,622	67,368	45,114	37,800	B
APRIL	276,320	303,821	309,261	364,335	271,921	352,780	260,085	301,619	311,508	263,200	B
MAY	187,031	265,561	227,806	293,618	219,695	227,189	269,213	365,884	199,155	169,700	B
JUNE	5,417	937	-	2,501	12,343	-	-	3,173	-	-	B
JULY	238,582	260,211	229,514	238,695	239,680	239,384	206,222	217,352	206,917	171,600	B
AUGUST	28,828	29,295	24,688	32,169	27,902	10,712	20,842	26,075	152,903	129,400	B
SEPTEMBER	3,931	-	6,877	2,356	4,554	-	-	-	-	-	B
OCTOBER	181,562	188,719	227,489	239,950	218,004	160,071	190,221	376,967	193,839	149,000	B
NOVEMBER	1,579	-	-	-	1,876	-	-	1,332	-	1,100	B
DECEMBER	69,220	70,395	63,058	58,604	58,514	42,179	46,033	62,824	50,168	50,100	B
TOTALS	**1,235,400**	**1,368,825**	**1,404,809**	**1,505,959**	**1,333,328**	**1,397,658**	**1,268,855**	**1,575,600**	**1,386,533**	**1,200,912**	
									Year in Play Budget	**1,161,000**	



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

LOCAL USE TAX

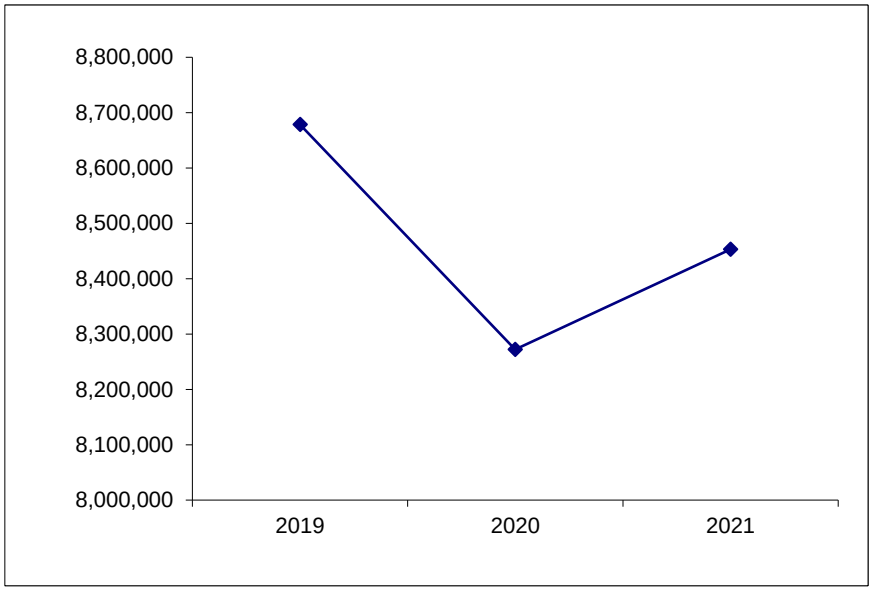
MONTH	2012 Actual	2013 Actual	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Year in Play	
JANUARY	89,854	98,119	115,740	136,569	295,435	159,854	166,257	205,607	244,618	301,148	A
FEBRUARY	90,475	103,364	108,961	129,837	146,086	155,199	192,590	227,498	229,171	320,911	A
MARCH	138,269	147,635	171,437	196,801	208,903	241,170	243,593	275,101	314,455	344,300	B
APRIL	88,358	102,769	90,904	69,628	128,350	139,319	145,000	159,583	217,745	238,400	B
MAY	98,119	76,976	89,241	135,902	130,832	131,114	149,116	183,842	189,224	207,200	B
JUNE	103,364	96,618	117,824	143,287	153,738	170,503	180,080	208,996	240,704	263,600	B
JULY	91,336	106,037	108,621	140,649	149,743	146,418	157,169	197,817	254,820	279,000	B
AUGUST	102,769	93,637	115,406	133,971	145,710	147,521	171,381	198,672	283,392	310,300	B
SEPTEMBER	86,379	124,363	128,816	-	164,340	156,033	183,541	201,970	286,103	313,300	B
OCTOBER	106,791	106,986	109,843	-	130,791	149,381	178,049	207,636	289,306	316,800	B
NOVEMBER	98,487	99,965	118,956	-	142,584	158,864	169,331	198,926	275,488	263,700	B
DECEMBER	102,979	107,849	144,341	419,237	146,571	167,420	194,248	222,795	287,411	295,400	B
TOTALS	**1,197,181**	**1,264,318**	**1,420,091**	**1,505,880**	**1,943,083**	**1,922,796**	**2,130,355**	**2,488,443**	**3,112,435**	**3,454,059**	
									Year in Play Budget	**3,350,000**	



Schedule presents State distribution of Use Tax.

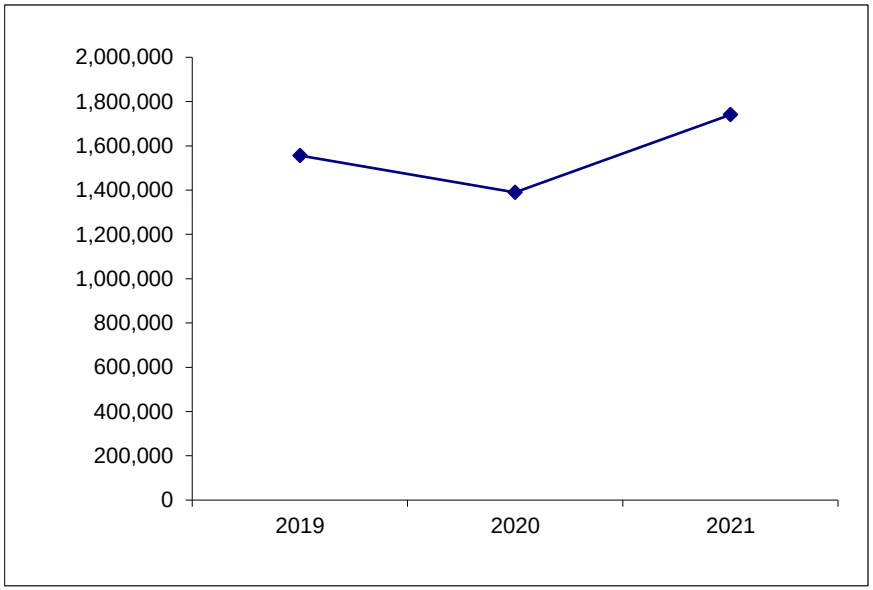
STATE INCOME TAX LGDF DISTRIBUTION

MONTH	2019 Actual	2020 Actual	2021 Year in Play	
JANUARY	631,574.05	696,620.69	807,110.23	A
FEBRUARY	759,834.38	717,709.93	857,297.99	A
MARCH	457,517.76	533,688.38	533,700.00	B
APRIL	734,869.77	783,854.82	783,500.00	B
MAY	1,528,634.61	767,465.56	767,400.00	B
JUNE	477,386.66	475,376.11	475,300.00	B
JULY	713,919.69	754,877.57	754,900.00	B
AUGUST	511,759.62	1,032,080.09	1,032,000.00	B
SEPTEMBER	452,932.41	584,790.36	584,900.00	B
OCTOBER	808,114.84	846,827.44	846,800.00	B
NOVEMBER	527,419.79	572,208.31	519,200.00	B
DECEMBER	498,388.97	506,596.00	491,000.00	B
TOTALS	**8,678,365.53**	**8,272,095.26**	**8,453,108.22**	
		Current Budget	**8,203,000.00**	
		Projected Amt Over (Under)	**250,108.22**	



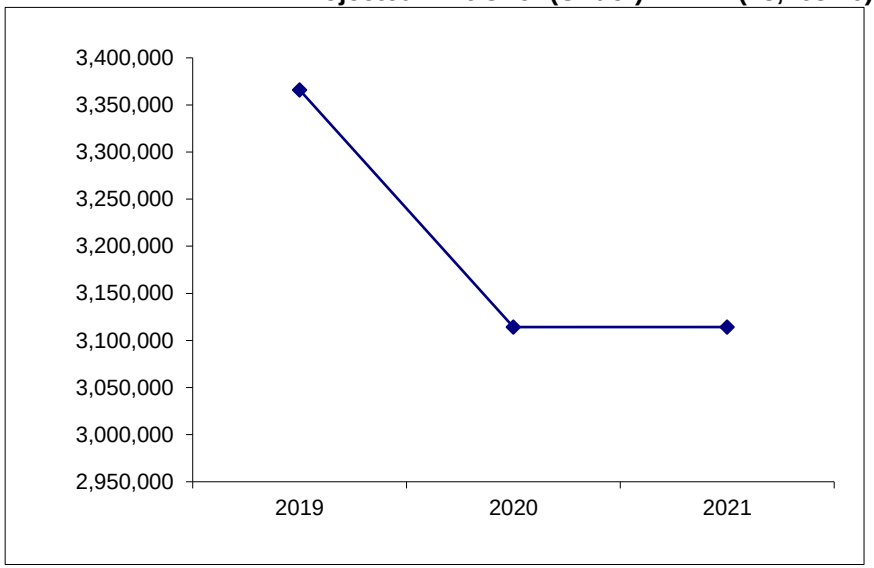
LOCAL TELEPHONE UTILITY TAX

MONTH	2019 Actual	2020 Actual	2021 Year in Play	
JANUARY	131,097.92	118,280.74	585,430.40	A
FEBRUARY	126,545.99	149,193.90	105,213.92	A
MARCH	132,658.65	123,430.43	117,200.00	B
APRIL	122,033.21	108,714.26	103,300.00	B
MAY	196,226.34	109,646.14	104,200.00	B
JUNE	124,244.24	111,749.44	106,200.00	B
JULY	119,318.01	111,966.70	106,400.00	B
AUGUST	130,876.05	110,397.66	104,900.00	B
SEPTEMBER	118,590.23	113,817.06	108,100.00	B
OCTOBER	118,666.69	115,280.29	109,500.00	B
NOVEMBER	122,438.19	111,618.32	98,800.00	B
DECEMBER	113,079.57	105,685.00	91,300.00	B
TOTALS	**1,555,775.09**	**1,389,779.94**	**1,740,544.32**	
		Current Budget	**1,304,000.00**	
		Projected Amt Over (Under)	**436,544.32**	



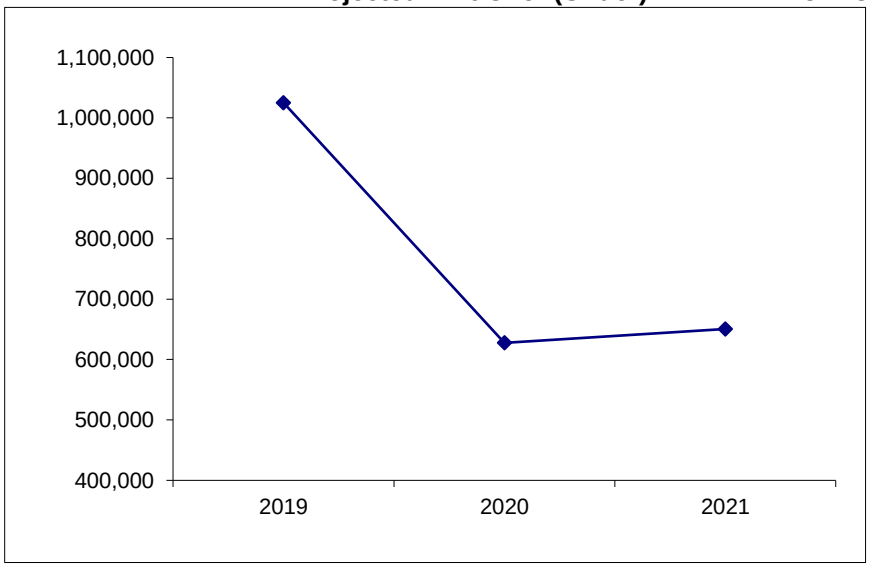
LOCAL FOOD & BEVERAGE TAX

MONTH	2019 Actual	2020 Actual	2021 Year in Play	
JANUARY	294,706.90	284,618.41	259,733.29	A
FEBRUARY	240,384.13	258,899.56	237,003.31	A
MARCH	252,281.45	244,618.91	243,300.00	B
APRIL	288,754.51	222,249.87	221,000.00	B
MAY	284,579.72	219,521.55	218,300.00	B
JUNE	298,383.41	270,571.86	269,100.00	B
JULY	295,849.03	290,434.41	288,800.00	B
AUGUST	276,904.83	294,209.81	292,600.00	B
SEPTEMBER	299,251.55	266,208.12	264,700.00	B
OCTOBER	280,242.30	262,691.19	261,200.00	B
NOVEMBER	278,898.03	272,129.94	278,600.00	B
DECEMBER	275,734.66	228,087.00	279,900.00	B
TOTALS	**3,365,970.52**	**3,114,240.63**	**3,114,236.60**	
		Current Budget	**3,158,000.00**	
		Projected Amt Over (Under)	**(43,763.40)**	



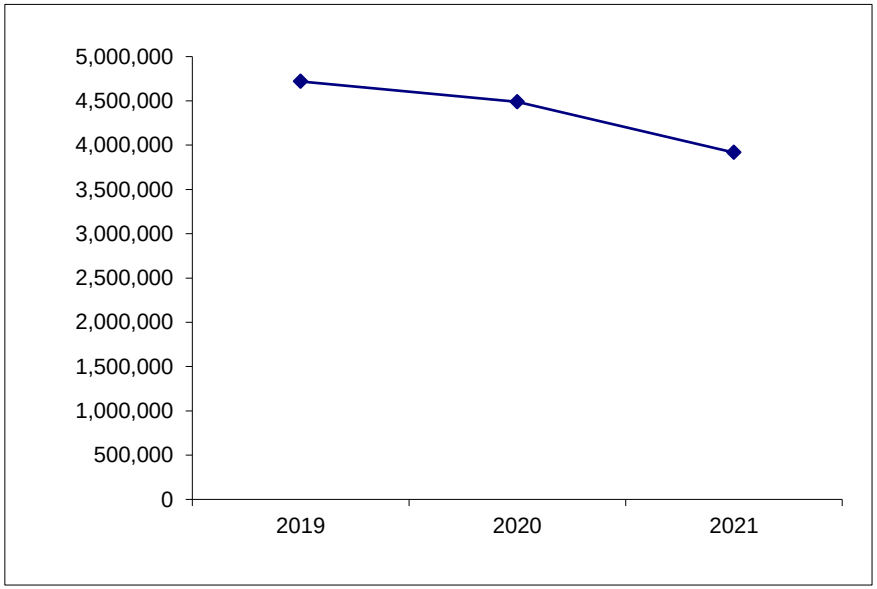
LOCAL HOTEL & MOTEL TAX

MONTH	2019 Actual	2020 Actual	2021 Year in Play	
JANUARY	64,313.97	47,544.23	45,696.20	A
FEBRUARY	61,319.56	60,918.66	38,937.93	A
MARCH	63,485.43	64,915.60	58,400.00	B
APRIL	74,250.77	47,821.92	43,000.00	B
MAY	83,140.95	36,988.83	33,300.00	B
JUNE	79,405.50	42,365.81	38,100.00	B
JULY	96,564.51	51,434.96	46,300.00	B
AUGUST	90,070.41	61,173.82	55,100.00	B
SEPTEMBER	146,062.89	58,199.26	131,500.00	B
OCTOBER	101,000.09	58,122.08	52,300.00	B
NOVEMBER	86,882.70	49,064.56	56,700.00	B
DECEMBER	78,697.75	49,070.00	51,400.00	B
TOTALS	**1,025,194.53**	**627,619.73**	**650,734.13**	
		Current Budget	**650,000.00**	
		Projected Amt Over (Under)	**734.13**	



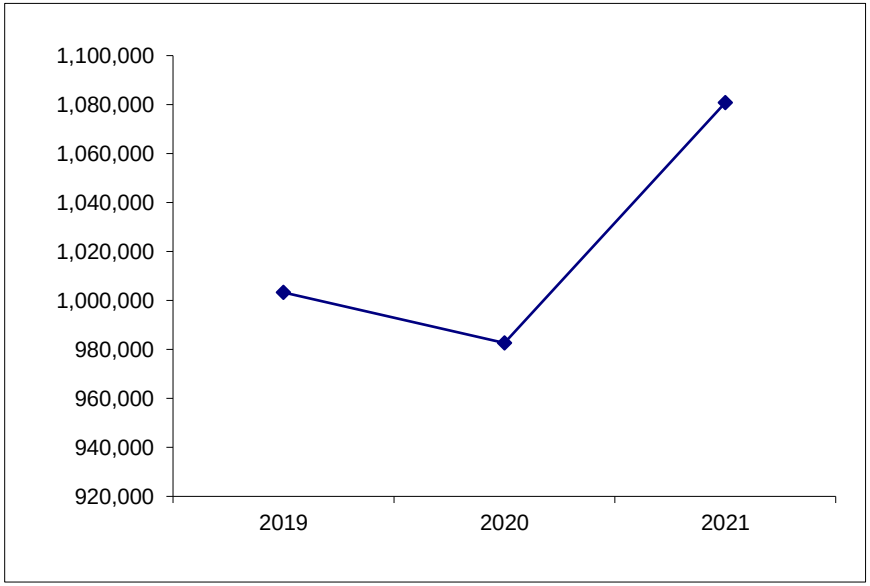
LOCAL UTILITY TAX (GAS & ELECTRIC)

MONTH	2019 Actual	2020 Actual	2021 Year in Play	
JANUARY	438,576.84	399,612.04	387,337.98	A
FEBRUARY	460,352.65	446,585.67	-	A
MARCH	474,658.04	423,748.02	423,900.00	B
APRIL	428,432.85	399,998.31	400,100.00	B
MAY	382,951.79	357,108.12	357,200.00	B
JUNE	337,615.83	308,307.22	308,400.00	B
JULY	395,280.45	332,110.55	332,200.00	B
AUGUST	352,256.43	362,044.68	362,200.00	B
SEPTEMBER	369,474.99	344,969.50	345,100.00	B
OCTOBER	378,627.06	349,840.80	350,000.00	B
NOVEMBER	343,270.07	315,112.97	318,300.00	B
DECEMBER	357,874.87	448,180.00	332,000.00	B
TOTALS	**4,719,371.87**	**4,487,617.88**	**3,916,737.98**	
		Current Budget	**4,376,000.00**	
		Projected Amt Over (Under)	**(459,262.02)**	



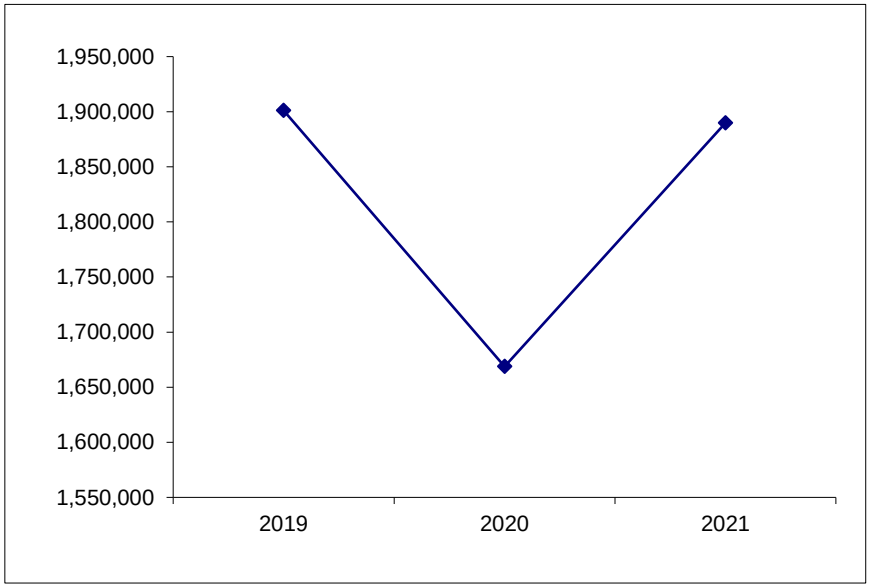
LOCAL CABLE TV TAX

MONTH	2019 Actual	2020 Actual	2021 Year in Play	
JANUARY	23,697.48	16,892.00	115,677.13	A
FEBRUARY	230,959.41	229,480.67	248,600.20	A
MARCH	(3,949.58)	-	-	B
APRIL	20,506.15	16,827.10	16,100.00	B
MAY	232,638.55	230,292.40	221,100.00	B
JUNE	-	-	-	B
JULY	19,025.90	16,588.40	15,900.00	B
AUGUST	231,423.76	226,172.09	217,100.00	B
SEPTEMBER	-	-	-	B
OCTOBER	-	15,602.80	15,000.00	B
NOVEMBER	248,930.35	230,798.56	231,300.00	B
DECEMBER	-	-	-	B
TOTALS	**1,003,232.02**	**982,654.02**	**1,080,777.33**	
		Current Budget	**953,000.00**	
		Projected Amt Over (Under)	**127,777.33**	



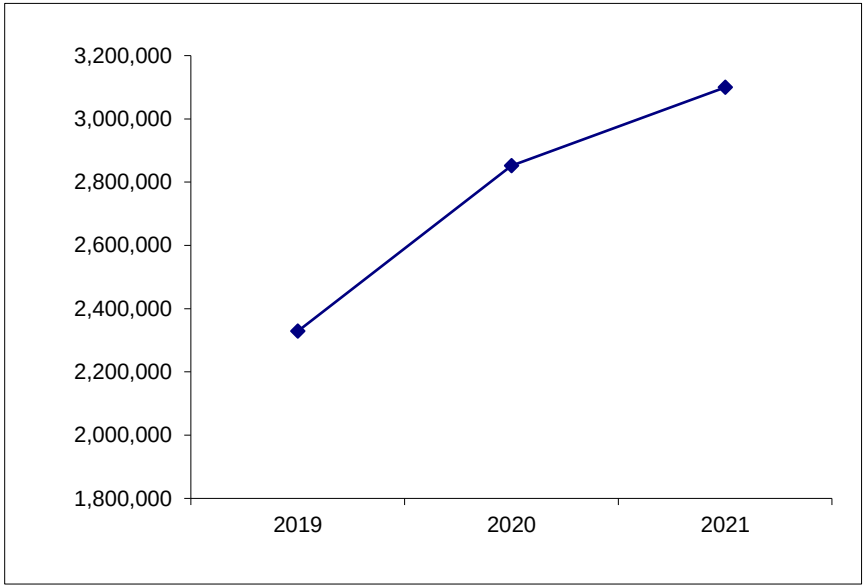
LOCAL MOTOR FUEL TAX

MONTH	2019 Actual	2020 Actual	2021 Year in Play	
JANUARY	159,147.06	153,946.96	137,972.89	A
FEBRUARY	152,188.41	145,620.25	116,173.97	A
MARCH	138,319.82	147,749.28	142,200.00	B
APRIL	151,298.12	127,255.87	155,700.00	B
MAY	157,917.70	102,883.50	162,500.00	B
JUNE	168,607.04	124,240.36	173,500.00	B
JULY	168,748.40	138,531.42	173,600.00	B
AUGUST	159,400.50	172,394.64	164,000.00	B
SEPTEMBER	172,356.13	145,245.60	177,400.00	B
OCTOBER	154,095.48	136,143.78	158,500.00	B
NOVEMBER	167,371.05	147,912.57	172,200.00	B
DECEMBER	151,637.75	126,825.00	156,000.00	B
TOTALS	**1,901,087.46**	**1,668,749.23**	**1,889,746.86**	
		Current Budget	**1,956,000.00**	
		Projected Amt Over (Under)	**(66,253.14)**	



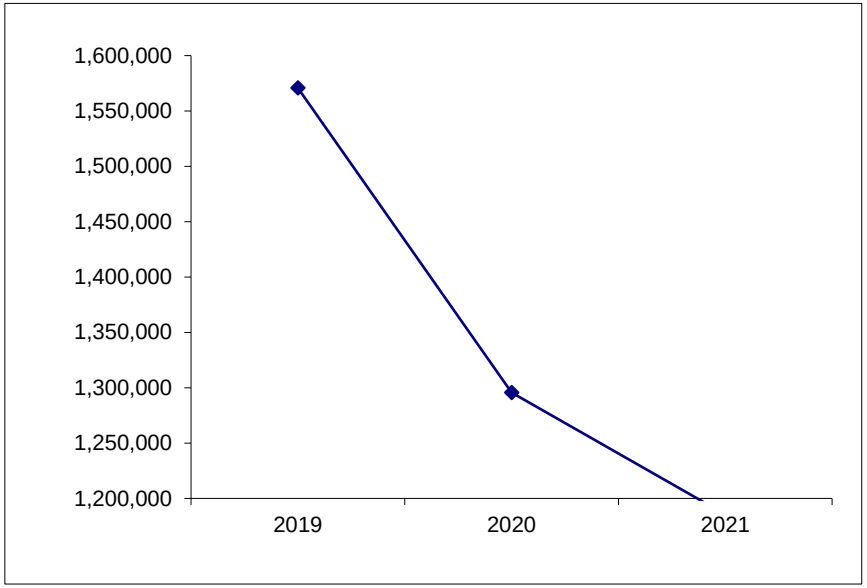
STATE MOTOR FUEL TAX

MONTH	2019 Actual	2020 Actual	2021 Year in Play	
JANUARY	165,334.41	334,151.36	252,696.07	A
FEBRUARY	165,152.12	236,781.25	220,266.14	A
MARCH	150,206.84	234,236.04	253,800.00	B
APRIL	143,644.07	242,487.39	242,700.00	B
MAY	168,492.75	225,767.98	284,700.00	B
JUNE	154,413.09	178,758.55	261,000.00	B
JULY	140,768.08	183,917.34	237,900.00	B
AUGUST	175,952.19	225,064.40	297,300.00	B
SEPTEMBER	253,135.80	262,628.63	236,100.00	B
OCTOBER	274,957.42	243,947.53	271,500.00	B
NOVEMBER	252,289.78	240,708.10	252,600.00	B
DECEMBER	284,087.42	243,187.00	288,900.00	B
TOTALS	**2,328,433.97**	**2,851,635.57**	**3,099,462.21**	
		Current Budget	**3,185,000.00**	
		Projected Amt Over (Under)	**(85,537.79)**	



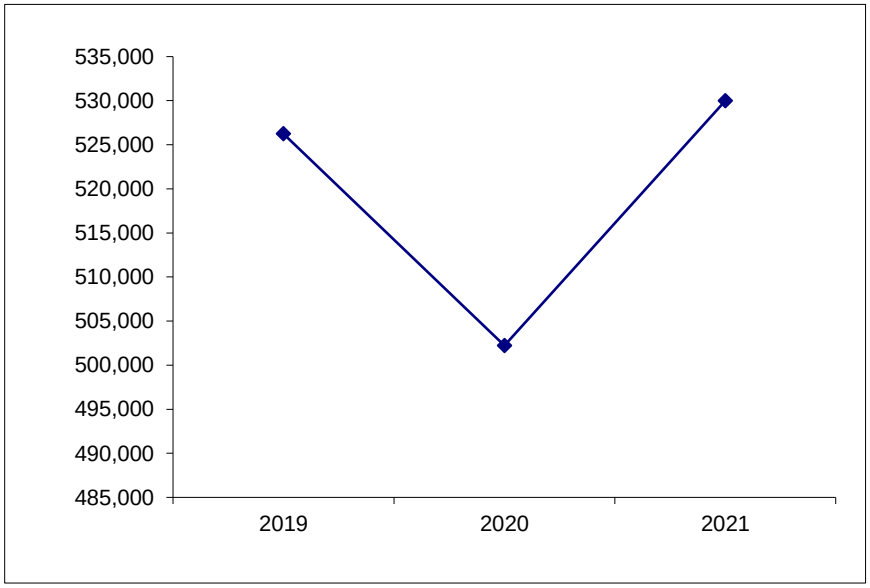
STATE VIDEO GAMING TAX

MONTH	2019 Actual	2020 Actual	2021 Year in Play	
JANUARY	121,069.82	135,374.20	85,531.04	A
FEBRUARY	129,642.72	133,358.14	-	A
MARCH	116,228.18	135,317.97	110,000.00	B
APRIL	130,548.27	145,178.46	110,000.00	B
MAY	157,988.48	88,723.61	110,000.00	B
JUNE	135,512.70	39.42	110,000.00	B
JULY	135,376.29	-	110,000.00	B
AUGUST	122,730.26	-	110,000.00	B
SEPTEMBER	127,226.43	177,320.55	110,000.00	B
OCTOBER	129,578.06	157,242.88	110,000.00	B
NOVEMBER	127,002.06	159,595.88	110,000.00	B
DECEMBER	137,851.82	163,553.00	110,000.00	B
TOTALS	**1,570,755.09**	**1,295,704.11**	**1,185,531.04**	
		Current Budget	**1,320,000.00**	
		Projected Amt Over (Under)	**(134,468.96)**	



LOCAL LIQUOR LICENSE FEE

MONTH	2019 Actual	2020 Actual	2021 Year in Play	
JANUARY	-	3,717.17	3,988.53	A
FEBRUARY	200.00	1,287.22	-	A
MARCH	2,879.01	1,496.45	2,900.00	B
APRIL	14,200.00	-	14,200.00	B
MAY	291,950.00	-	291,900.00	B
JUNE	201,025.00	-	201,000.00	B
JULY	5,000.00	326,750.00	5,000.00	B
AUGUST	2,856.29	164,840.00	2,900.00	B
SEPTEMBER	5,931.68	2,245.73	5,900.00	B
OCTOBER	2,200.00	-	2,200.00	B
NOVEMBER	-	300.00	-	B
DECEMBER	-	1,588.00	-	B
TOTALS	**526,241.98**	**502,224.57**	**529,988.53**	
		Current Budget	**526,000.00**	
		Projected Amt Over (Under)	**3,988.53**	



SHADED AREA INDICATES MOST RECENT ACTUAL

Financial Management

DATE: 3/10/2021

MEMO: Finance Department

TO: Honorable Mayor Moore Wolfe
Members of the City Council

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

SUBJECT: Resolution Authorizing Payment Processing Service Agreement with FirsTech, Inc., a Wholly Owned Subsidiary of Busey Bank

SUMMARY RECOMMENDATION: Staff recommends that the city continue and renew its existing agreement with FirsTech/Busey Bank because it has worked well for the city in the past, because the fees paid are appropriate, and because discontinuing the agreement and seeking the same services elsewhere would be disruptive.

ATTACHMENTS:

Description	Type
Council letter	Cover Memo
Resolution	Cover Memo
Agreement and service schedules	Cover Memo

LETTER to the DECATUR CITY COUNCIL
Finance Department

DATE: March 10, 2021

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing Payment Processing Service Agreement with FirsTech, Inc., a wholly owned subsidiary of Busey Bank

SUMMARY RECOMMENDATION:

City Staff recommends City Council approval of the attached Council Resolution.

For Council Information: What does Firstech do:

Busey Bank FirsTech, Inc. provides back-office utility bill payment processing services to the City of Decatur, including,

- Lock box payment processing services, (they process the check you mailed to the city)
- Online internet bill payment (they process the internet payment you did on-line)
- IVR payments (they process the telephone payment you did over the telephone)
- Walk In payments (they process the payments you made at various local bill payment locations)

This remains a successful and city beneficial arrangement. The arrangement creates customer friendly payment opportunities as well as processing efficiencies and cost savings for the City.

This agreement will commence as of April 1, 2021 and will continue for an initial term of five (5) years. The agreement will automatically renew for additional one (1) year terms, unless one party gives written notice to the other party of its intent not to so renew the agreement with at least 180 days written notice.

Pricing occurs on a per transaction basis. The FirsTech service costs the City between $50,000 and $60,000 on an annual basis, depending upon the number of transactions.

BACKGROUND:

In 2012 the City Council approved the Lake Decatur Dredging project.

In 2012 the City Council approved a series of water rate increases to fund the dredging project.

In 2012 the City Council approved a change from quarterly water and utility bills to customers, to monthly water and utility bills to customers.

As such, the transaction volume of the Utility Customer Service Department would triple resulting from the Council decision to covert to monthly billing.

City Staff made the decision to “shop” for third party payment processing provider, in avoidance of transaction volume necessity to add additional staff to the city. Such decision was financially prudent as a lower cost alternative to additional staffing.

The City Council was informed through Council Meeting Study Sessions, of City Administration investigation of potential solutions to offer expanded payment opportunities for city resident, commercial and industrial customers of the City Water Utility, for the purpose of providing improved customer service capabilities in the payment of water utility bills.

Further, the City Council was informed of City Staff search for potential solutions to affect improved payment processing to create back-office payment processing efficiencies, leading to improved cash flow benefiting city finances.

The City engaged Busey Bank, Hickory Point Bank, PNC Bank and Regions Bank to offer solutions to achieve desired city objectives. Following review of the solutions offered, the City chose to engage Busey Bank and its wholly owned subsidiary, FirsTech, Inc. as the preferred partner to enable implementation of desired solutions.

With Council Resolution R2013-17, adopted by the City Council dated February 19, 2013, the City entered into a three (3) year agreement with FirsTech, Inc., whereby FirsTech, Inc. provided back-office payment processing services to the city. Such agreement commenced on February 19, 2013.

With Council Resolution R2016-27, adopted by the City Council dated March 21, 2016, the City extended the FirsTech agreement to March 21, 2021. This action was accomplished as a part of the Busey Bank FirsTech downtown economic development agreement whereby Busey/FirsTech would refurbish a downtown existing structure for use to house the Decatur based FirsTech operational staff.

POTENTIAL OBJECTION:

There are no known objections to this ordinance request.

INPUT FROM OTHER SOURCES:

No input from other sources.

STAFF REFERENCES:

Gregg D. Zientara, City Treasurer & Director of Finance

BUDGET/TIME IMPLICATIONS:

Included within the budget.

RESOLUTION NO. R2021 -

RESOLUTION AUTHORIZING PAYMENT PROCESSING SERVICE AGREEMENT WITH FIRSTECH, INC., A WHOLLY OWNED SUBSIDIARY OF BUSEY BANK

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

Section 1. That the contract agreement presented to the City Council herewith between the City of Decatur Illinois, and FirsTech, Inc., be, and the same is hereby, received, placed on file, and approved.

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

PRESENTED and ADOPTED this 15th day of March 2021.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kimberly Althoff, City Clerk

firstech

MASTER PAYMENT PROCESSING SERVICES AGREEMENT

This Master Payment Processing Services Agreement ("Agreement") is made and entered into this 1st day of April, 2021("Effective Date") between City of Decatur ("Client"), an Illinois Corporation having its principal office at 1 Gary K Anderson Plaza, Decatur, IL., 62523, and FirsTech, Inc. ("FirsTech"), an Illinois corporation having its principal office at 130 North Water, Decatur, Illinois 62523.

Client has consumers ("Customers") who are required to make payments to Client on a periodic basis ("Bill Payments"). Client requires an efficient system to allow Customers to make Bill Payments via varying front-end inputs owned and serviced by FirsTech or third-party providers engaged by FirsTech. FirsTech will provide payment processing services including the intake, validation, reporting functionality and remittance activity for Customer Payment Data. Each Services Schedule will be effective as of the latest date in the signature block thereon and will terminate upon termination or expiration of the Agreement.

The scope of this agreement includes payment services for any or all of the following payment categories:

- Lockbox Payments – as detailed in a Lockbox Payments Services Schedule
- EBPP Platform – as detailed in an EBPP (Electronic Bill Presentment and Payment) Platform Services Schedule
- Mobile Bill Payments – as detailed in a Mobile Bill Payments Services Schedule
- Online Bill Payments – as detailed in an Online Bill Payments Services Schedule
- CSR Payments – as detailed in a CSR Bill Payments Services Schedule
- eLockbox Payments – as detailed in an eLockbox Payments Services Schedule
- IVR Payments – as detailed in an IVR Payments Services Schedule
- Walk-In Payments – as detailed in a Walk-In Payments Services Schedule
- Other Payments – as detailed in an Other Payments Services Schedule

By signing and attaching any of the above addenda, FirsTech and Client agree that the services described in each such Services Schedule will be Services for purposes of this Agreement and that each such Services Schedule will be incorporated by reference into this Agreement.

In consideration of the mutual obligations in this Agreement, Client and FirsTech agree as follows:

1. DEFINITIONS.

Capitalized, but otherwise undefined terms herein, will have the following meanings:

1.1. ACH (Automated Clearinghouse) Transfer. A method by which Customer Payment Funds are moved from one bank account to another.

1.2. Affiliate. With respect to a party, a person or entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such party, where "control" means the direct or indirect ownership of 50% or more of the equity or voting rights in such person or entity from time to time.

1.3. Banking Day. Monday through Friday each week of the year except banking holidays as determined by the Federal Reserve System.

1.4. Client's Bank Account. The bank account specified by Client to receive Client's Customer Payments and Return Items.

1.5. Confidential Information. Financial information, budgets, Customer information (including, but not limited to Customer Payment Data), terms, conditions and pricing of contracts, intellectual property, specifications, drawings, models, technical and business data and plans, works of authorship and other creative works, ideas, computer programming including, but not limited to object code and source code, customized Payment System applications, knowledge and know-how maintained in confidence in any media, written (or other tangible form) or oral, in whole or in part, either non-public or proprietary in nature, concerning either party or their respective businesses whether or not marked or identified as confidential. Confidential information also includes any information that a reasonable person would understand to be confidential or proprietary under the circumstances.

1.6. Customer. Has the meaning described in the above introductory paragraph.

1.7. Customer Payment. The monetary instruments remitted in conjunction with a bill payment transaction.

1.8. Customer Payment Data. Information pertaining to Customer Payments received when a payment is processed through the Payment System including any Nonpublic Personal Information.

1.9. Customer Payment Funds. Customer Payments plus any associated fees due FirsTech.

1.10. Effective Date. Has the meaning described in the above introductory paragraph.

1.11. Enhancement. All improvements to Software that add new functionality.

1.12. Equipment. The hardware components provided by FirsTech, including firmware, of a Payment System.

1.13. FirsTech Intellectual Property. Has the meaning described in Section 5.

1.14. Force Majeure Event. Has the meaning set forth in Section 11.4.

1.15. Host Computer. Has the meaning described in Section 2.3.

1.16. NACHA Rules. The rules and operating guidelines of the National Automated Clearing House Association or equivalent legislation in the jurisdictions in which the Client operates.

1.17. Nonpublic Personal Information. Information of a Customer that is not publically available and that is provided to FirsTech to facilitate Customer Payments.

1.18. Payment Category. A type of payment to be performed by FirsTech and/or its contractors for Client in connection with its Customers pursuant to this Agreement and a signed Services Schedule.

1.19. Payment Outlet. Physical location where the Services are available to Customers.

1.20. Payment System. Multiple pieces of Equipment that are designed to function, or are provided by FirsTech to Client with the intent that they function, as a single operational entity with the Software required for use in performing the Services.

1.21. Processor. Has the meaning described in Section 3.7.

1.22. Processing Day. A Banking Day unless otherwise specified by a Services Schedule.

1.23. Return Item. A Customer check or debit returned or dishonored due to non-sufficient funds (NSF), account closed, stopped payment, etc.

1.24. Service Fees. Any service fees required to be paid by Client or permitted to be retained by FirsTech pursuant to this Agreement or any applicable Services Schedule.

1.25. Services. The payment processing services and related platform services provided under this Agreement and each Services Schedule executed by the parties.

1.26. Software. FirsTech's proprietary software, including any components licensed to FirsTech from third party software providers, used to provide the Payment System. Software is provided in object code form only, as incorporated into the Payment System.

1.27. Third Party Software and Services. Software and/or services contracted by FirsTech for use in connection with the Services and/or the Payment System and provided by third party service providers.

1.28. Update. A software release that either remedies deficiencies in the Software or improves operating performance of the Software without altering its basic functionality.

1.29. Additional Definitions. Definitions specific to each Payment Category will be defined in the Services Schedule referencing such Payment Category.

2. FirsTech Obligations

2.1. Payment System. FirsTech will use reasonable efforts to provide client with access to the Payment System including any Updates, other than Enhancements, and make the Payment System available at least 99% of the time during the hours of 9am to 5pm central time on each Processing Day, excluding planned downtime and downtime relating to a Force Majeure Event.

2.2. Services. FirsTech will use commercially reasonable efforts to provide the Services to Client.

2.3. Reports. FirsTech will provide Client with periodic reports regarding payments made by Customers, which will include, but not be limited to, authorized transactions, transaction methods, amounts, and chargebacks. FirsTech will provide such reports on the frequency set forth on the applicable Services Schedule. Such reports will be provided electronically in a format and method established by FirsTech unless otherwise specified in a Services Schedule. Client agrees to allow FirsTech to transmit to and receive from Client's computerized billing system (the "Host Computer") transaction information necessary to enable Customers to use the System and to properly debit and credit Client's Bank Account. Transmissions will occur on Processing Days.

2.4. Records. FirsTech will maintain records of the transactions processed under each Services Schedule for twelve (12) months after processing.

2.5. Centralized Return Items. FirsTech will provide for a customized endorsement to be printed on each Customer Payment made by check. This endorsement will direct banks to forward Return Items to a centralized location for processing by FirsTech.

3. Client Obligations

3.1. Policies and Procedures. Client will comply with any policies and procedures provided by FirsTech from time to time in connection with the Services.

3.2. Client Representatives. Client will provide designated personnel to work with FirsTech personnel to address questions or concerns that may arise from time to time.

3.3. Information. Client will cooperate with FirsTech in providing information necessary for FirsTech to perform its obligations under each applicable Services Schedule.

3.4. Exclusive Provider. Unless otherwise indicated on a Service Schedule, FirsTech will be the exclusive provider of the applicable Services to Customer.

3.5. Third Party Terms. As part of providing the Services and the Payment System, FirsTech may include Third Party Software and Services. Any Third Party Software and Services will be subject to any additional third party terms outlined in a Services Schedule.

3.6. Service Fees. All Service Fees must be paid in accordance with the applicable Services Schedule. Service Fees or the termination fee described in Section 4.3 that are not paid by their applicable due date will bear interest at the rate of 1.5% per month or the greatest amount permitted by applicable law. Client will reimburse FirsTech for all costs of collection including any attorney fees or collection agency fees. If not otherwise specified on a Services Schedule, monthly Service Fees shall be invoiced to Client in a mailed monthly statement on or around the 5th day of the subsequent month. Such charges are due and payable within thirty (30) days from the date of invoice. Invoices not paid within sixty (60) days from the date of invoice will be automatically debited by FirsTech from Client's Bank Account following at least five (5) days' notice from FirsTech to Client. If Client reasonably and in good faith disputes a Service Fee due to an error in calculation, Client will notify FirsTech of such error within five (5) days of the date of the applicable invoice and will pay all undisputed amounts. The parties will use good faith efforts to resolve any disputed amount within five (5) days of FirsTech's receipt of notice of such good faith dispute.

3.7. Processors. Client recognizes that FirsTech may utilize certain financial institutions and other nationally recognized debit and credit card networks ("Processors") in connection with providing the Services and that each Processor's systems, rules and fees are outside the control of the FirsTech. Client agrees to abide by the rules of such Processors as they apply to the Services. Further, if FirsTech receives a compliance notice from any Processor, the parties agree to use reasonable best efforts to resolve such compliance issue as required by such Processor in order to avoid or mitigate any potential fines thereunder. FirsTech has the right to modify service procedures or fees set forth in any Services Schedule.

3.8. NACHA Compliance. Client agrees (a) that all ACH entries originated are the result of bona fide business transactions between Client and its Customers and no such entries are, directly or indirectly, for the benefit of any third party whether in a service bureau or other context; (b) that it will be considered the originator of ACH transactions, as defined by the NACHA Rules, submitted hereunder; (c) to be bound by and comply with all of the NACHA Rules; and (d) that ACH entries may not be initiated that violate any applicable laws.

3.9. Changes. FirsTech may modify the Service Fees and/or the Services as a result of changes in Processor fees or Processor policies and procedures. Any such modification will be preceded by written notice from FirsTech at least 30 days prior to such change. Client may request changes to the Payment System in order to increase transaction volume or improve Customer experience. Implementation of such changes, the timeline of such changes, and any required fees are in the sole discretion of FirsTech.

3.10. **Marketing Efforts.** Client agrees to use best efforts to market FirsTech Services initially by way of web and IVR announcements, bill inserts, email blasts and storefront signage. FirsTech will assist Client by providing insight on successful marketing strategies. After implementation and for the term of this Agreement and any subsequent renewal terms, Client will maintain the following marketing elements for FirsTech Services:

- Web site home page announcement
- IVR system announcements
- Statement inserts – At a minimum of once a quarter
- Statement or e-bill messaging highlighting FirsTech Services
- Any other marketing elements described in a Services Schedule.

3.11. **ACH Transfers.** Client grants FirsTech the right to ACH Transfer to and from Client's Bank Account for obligations owed FirsTech or Client under this Agreement.

4. Term and Termination

4.1. Term. This Agreement will commence as of the Effective Date and will continue for an initial term of five (5) years. The Agreement will automatically renew for additional one (1) year terms, unless one party gives written notice to the other party of its intent not to so renew this Agreement at least one hundred eighty (180) days prior to the expiration of such initial term or any such renewal term.

4.2. Termination.

4.2.1. Except as provided otherwise or elsewhere in this Agreement, immediate termination of this Agreement or any applicable Services Schedule may be initiated by the non-breaching party under any of the following circumstances:

4.2.1.a. a party neglects or fails to perform any of the covenants, terms or obligations required to be performed by it under this Agreement or the applicable Services Schedule, and such failure is not cured within the ninety (90) day period after receiving written notice of the non-breaching party's intent to terminate this Agreement, provided that the notice specifies the nature of such failure;

4.2.1.b. any representation or warranty made by a party in this Agreement will prove to have been false or misleading in any material respect as of the date on or as of which the same was made;

4.2.1.c. a party ceases permanently to carry on its present business, except as a result of a permitted assignment pursuant to Section 11.1;

4.2.1.d. a party makes an assignment for the benefit of creditors; or admits in writing its inability to pay debts as they mature; or a trustee or receiver of a party, or of any substantial part of such party's assets, is appointed by any court; or a proceeding is instituted against a party under any provision of the United States Bankruptcy Code or any other law affecting the rights of creditors and such proceeding is acquiesced in or is not dismissed within ninety (90) days; or

4.2.1.e. pursuant to Section 11.4 or 11.9.

4.2.2. Upon termination of this Agreement or an applicable Services Schedule for any reason, each party will, upon request, return to the other all Confidential Information, papers, materials, computer programs, data, and other properties of the other held for purposes of this Agreement or such applicable Services Schedule.

4.3. Termination Fee.

4.3.1. If FirsTech terminates this Agreement pursuant to Section 4.2.1 above or if Client terminates this Agreement for any reason other than pursuant to Section 4.2.1 above, Client will pay to FirsTech a lump-sum early termination fee equal to the average monthly amount of total Service Fees paid to FirsTech or collected by FirsTech under all Service Schedules during the six (6) months prior to the date of Client's or FirsTech's termination notice (or such lesser period as may be applicable if such termination occurs during the initial six (6) months of the initial term), multiplied by the number of months and any portion of a month remaining in the then-current term.

4.3.2. If FirsTech terminates a Services Schedule pursuant to Section 4.2.1 above or if Client terminates a Services Schedule for any reason other than pursuant to Section 4.2.1 above, Client will pay to FirsTech a lump-sum early termination fee equal to the average monthly amount of total Service Fees paid to FirsTech or collected by FirsTech under such Services Schedule during the six (6) months prior to the date of Client's or FirsTech's termination notice (or such lesser period as may be applicable if such termination occurs during the initial six (6) months of the initial term), multiplied by the number of months and any portion of a month remaining in the then-current term.

4.3.3. All termination fees must be paid within ten (10) business days of the date of Client's or FirsTech's termination notice.

5. **Intellectual Property.** FirsTech owns all right, title and interest in the Payment System and any software or other intellectual property provided pursuant to a Services Schedule and all patents, patents pending, copyrights, trade secrets, trademarks, trade names, service marks and other intellectual property associated with or relating to the Payment System or such software or other intellectual property along with all improvements and derivative works in such intellectual property (collectively, the "FirsTech Intellectual Property"). Client will not engage in any activities or commit any act, directly or indirectly, which may contest, dispute, or otherwise impair such right, title or interest of FirsTech therein. Client will neither acquire, nor claim, any right, title, or interest in, to or under the Payment System or any FirsTech Intellectual Property, whether through advertising and sale of the Payment System usage or otherwise. The parties agree that all use of FirsTech Intellectual Property by Client and Customers is at the express consent of FirsTech only, and any such use will be in a manner as to inure at all times to the benefit of FirsTech, and may be revoked at any time by FirsTech upon written notice to Client. Upon termination of this Agreement for any reason, Client will have no further right to use the FirsTech Intellectual Property and will immediately cease and desist use of such FirsTech Intellectual Property.

6. **Insurance.** FirsTech will procure, pay premiums, and at all times during the term of this Agreement, maintain reasonable insurance in accordance with industry practices.

7. **Indemnification.**

7.1. Client will indemnify, defend and hold harmless FirsTech and FirsTech's officers, directors, employees, and agents and their successors and assigns against and from any and all third party losses, liabilities, damages, claims, demands, and expenses, including, without limitation, reasonable attorneys' fees ("Losses") , whether based on contract or tort, but only to the extent that such Losses arise out of the intentional misconduct or negligent acts or omissions of Client or its subcontractors, or the officers, directors, employees, agents successors and assigns of any of them.

7.2. If a claim is made against FirsTech for which Client (the "Indemnifying Party") is obligated to indemnify FirsTech, and if FirsTech intends to seek indemnity with respect to such claim, FirsTech will promptly notify Client in writing of such claim. Client will have twenty (20) days after receipt of the above-mentioned notice to notify FirsTech in writing of its intent to undertake, conduct and control, through counsel of Client's own choosing (subject to the consent of FirsTech, such consent not to be unreasonably withheld) and at Client's expense, the settlement or defense, or both, of such claim, and FirsTech will cooperate with Client in connection with such efforts; provided that: (a) Client will cause such counsel to consult with FirsTech on all major decisions related to such claim, (b) Client will permit FirsTech to participate in such settlement or defense through counsel chosen by FirsTech, provided that the fees and expenses of any such counsel so chosen by FirsTech will be borne by FirsTech, and (c) Client will promptly reimburse FirsTech for the full amount of any loss resulting from such claim and all related expense incurred by FirsTech. If Client does not notify FirsTech within twenty (20) days after receipt of FirsTech' notice of a claim of indemnity under this Agreement that Client elects to undertake the defense of such claim, FirsTech will have the right to contest, settle or compromise the claim in the exercise of FirsTech's exclusive discretion, which will be at the sole expense of Client. Client will not, without the prior written consent of FirsTech, settle or compromise, or permit a default judgment or consent to entry of any judgment with respect to, any such claim, unless such settlement or compromise or judgment is solely for the payment of money and includes a full, unconditional release of FirsTech with respect to all liability related to such claim.

8. **Limited Warranty.**

8.1. FirsTech will perform the Services in a professional and workmanlike manner using qualified employees. If FirsTech breaches this warranty, Client's sole remedy and FirsTech's sole obligation will be to reperform the applicable Services to the extent that the Services can be reperformed and otherwise to establish reasonable corrections to limit future breaches.

8.2. EXCEPT FOR THE FOREGOING WARRANTY, FIRSTECH MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT, THE PAYMENT SYSTEM OR THE SERVICES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ACCURRACY, NON-INFRINGEMENT AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE HEREBY DISCLAIMED.

9. **Limitation of Liability**. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOSS OF USE, REVENUE OR PROFIT OR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL FIRSTECH'S AGGREGATE LIABILITY HEREUNDER EXCEED THE AMOUNT OF SERVICE FEES PAID TO FIRSTECH IN THE SIX MONTHS PRECEDING THE INCIDENT GIVING RISE TO THE APPLICABLE CLAIM.

10. Nondisclosure and Confidentiality.

10.1. Client will neither disclose, furnish, transfer or otherwise make available the Software or any portion thereof to any third party nor duplicate any portion of the Software, except as provided in this Agreement or with the prior written consent of FirsTech.

10.2. During any term of this Agreement and for a period of five (5) years thereafter, each party agrees not to disclose to any third party or to use any Confidential Information of the other without the prior written consent of the other party, except: (a) information generally available to the general public without breach of this Agreement; (b) information developed independently by the receiving party; (c) information obtained from a third party not under any obligation of nondisclosure; and (d) information required to be disclosed by law or governmental regulation; provided however, that before making any use or disclosure in reliance on any such exceptions, the party that intends to use or disclose such Confidential Information will give at least fifteen (15) days' notice, to the extent legally permissible, to the other party specifying the applicable exception(s) and circumstances giving rise thereto.

10.3. All materials containing Confidential Information will be promptly returned or destroyed upon the written request of the disclosing party. Notwithstanding the return or destruction of any Confidential Information, the receiving party will continue to be bound by the obligations of confidentiality and other obligations hereunder for the period stated herein.

11. Miscellaneous Provisions.

11.1. **Assignment.** None of this Agreement, any Services Schedule, nor any rights and obligations hereunder, may be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided that, upon prior written notice to the other party, either party may make such an assignment to an Affiliate or to a successor of all or substantially all of the assets of such party through merger, reorganization, consolidation or acquisition. This Agreement and any Services Schedule shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

11.2. **Audits.** Client will have the right to inspect and review, on FirsTech's premises, all Customer Payment Data that directly relates to Client. Audit rights will be extended to Client or to any representative designated by Client. Client will provide reasonable notice of any audit and such audit(s) will occur during normal business hours. Any costs incurred by Client while undertaking such audit(s) will be borne solely by Client.

11.3. **Relationship of the Parties.** Client hereby authorizes FirsTech to accept payments on behalf of Client for the purpose of fulfilling its obligations hereunder. It is expressly agreed that the parties are independent contractors and that the relationship between the parties will not constitute a partnership, joint venture or agency. Neither party will have the authority to make any statements, representations or commitments of any kind, or to take any action, which will be binding on the other, without the prior written consent of the other.

11.4. **Force Majeure.** Except with respect to the payment of Service Fees, neither Party will be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed, restricted or prevented by reason of any act of God, fire, natural disaster, act of government, strikes or labor disputes, epidemic or pandemic, any act of terrorism, act or omission of carriers, including telecommunications carriers, inability to provide telecommunications services or Internet services, power or supplies, or any other similar act or condition beyond its reasonable control ("Force Majeure Event"); provided that the party so affected provides prompt notice and uses reasonable efforts to avoid or remove the causes of nonperformance and continues performance hereunder immediately after those causes are removed. If any Force Majeure Event prevents either party from carrying out its obligations under this Agreement for a period of more than thirty (30) days, the other party may terminate this Agreement upon ten (10) days written notice; provided, however, that if a Force Majeure Event affects less than all the Payment Outlets, this Agreement may be terminated only with respect to the Payment Outlets which are affected. For the duration of any FirsTech Force Majeure Event, Client may temporarily obtain services similar to those provided pursuant to this Agreement from another party.

11.5. **Severability.** If any provision of this Agreement is held invalid or unenforceable, such provision will be deemed deleted from the Agreement and replaced by a valid and enforceable provision which so far as possible achieves the parties' intent in agreeing to the original provision. The remaining provisions of the Agreement will continue in full force and effect.

11.6. **Survival.** Sections 3.6, 4.3., 5, 7, 9, 10, and 11 will survive any termination or expiration of this Agreement.

11.7. Notices.

11.7.1. All notices or other communication required or permitted to be given under this Agreement will be in writing (unless otherwise specifically provided herein) and delivered or addressed as follows:

If to Client:	If to FirsTech:
City of Decatur, IL 1 Gary K Anderson Plaza Decatur, IL 62523 Attn: City Treasurer	FirsTech, Inc. 130 N. Water Street Decatur, IL 62523 Attn: President & CEO

11.7.2. All notices or other communications will be deemed effectively given: (a) when delivered, if personally delivered (except that notices received after 3:00 p.m. local time will be deemed received on the following business day); (b) on the date of delivery (or, if refused, the refusal date shown on the return receipt) if mailed certified or registered mail, return receipt requested; (c) four (4) days after mailing if mailed first class; or (d) when received by the party for which notice is intended if given in any other manner (except that notices received after 3:00 p.m. local time will be deemed received on the following business day).

11.8. Governing Law. The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties will be governed by the domestic laws of the State of Illinois. The parties agree that venue for any dispute, claim, litigation, or cause of action of any kind will be in the Circuit Court of Macon County, Illinois or if Federal Jurisdiction is invoked, the United States District Court for the central district of Illinois.

11.9. Compliance with Laws. Parties will comply at their own expense with all applicable federal, state, local and foreign laws, ordinances, regulations and codes, including the identification and procurement of required permits, certificates, licenses, insurance, approvals and inspections in performance of this Agreement. Each party understands and agrees that, in any jurisdiction in which a law becomes effective that materially alters the other party's ability to perform or accept Services to be performed pursuant to this Agreement, the parties will discuss renegotiation of terms and conditions in order to reflect such changes for that jurisdiction. If renegotiations do not result in terms amenable to both FirsTech and Client, either party may terminate the Services for that jurisdiction upon thirty (30) days prior written notice to the other party.

11.10. No Waiver. The failure of either party hereto to enforce at any time, or for any period of time, any provision of this Agreement will not be construed as a waiver of such provision or of the right of such party thereafter to enforce each and every provision.

11.11. Authority and Binding Effect of the Agreement. Each party represents to the other that it has full authority to enter into and secure performance of this Agreement, and that the persons signing this Agreement on behalf of each party have been properly authorized to enter into this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by all of its terms, conditions, and provisions. The Agreement will inure to the benefit of the parties and their respective successors.

11.12. Entire Agreement. This Agreement, together with any Service Schedules, addenda, exhibits or other attachments appended hereto, constitutes the entire agreement between the parties and supersedes all previous agreements, promises, and representations, whether written or oral, between the parties with respect to the subject matter hereof. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions will be binding upon the parties unless made in writing and duly signed by authorized representatives of both parties.

The parties hereto have caused this Agreement to be executed as of the Effective Date by their duly authorized representatives.

CITY OF DECATUR	**FIRSTECH, INC**
By: _____	By: _____
Name: Scot Wrighton (printed)	Name: _____ (printed)
Title: City Manager	Title: _____
Date: March 16, 2021	Date: _____

firstech

Lockbox Payments Services Schedule

This Services Schedule (the "Services Schedule"), dated April 1st, 2021, is by and between **City of Decatur** ("Client") and FirsTech, Inc. ("FirsTech"), and is an extension of the Master Payment Processing Services Agreement (the "Agreement") between Client and FirsTech dated April 1st, 2021 pursuant to which FirsTech agreed to provide payment processing and related services for Client's customers. The terms of this Services Schedule will prevail over the terms of the Agreement in the event of any conflict between them. This Services Schedule shall be effective as of the latest date in the signature block below and will terminate upon termination or expiration of the Agreement.

1. **Services.** FirsTech will provide lockbox data and remittance processing services to Client which will be deemed Services under the Agreement.

2. **Materials**. All forms, supplies and other materials used in processing items and input data, must meet FirsTech specifications.

3. **Additional FirsTech Responsibilities**. FirsTech will retain images of stubs and checks data for a minimum period of one (1) year.

4. **Remittance Processing Services Reliability and Responsiveness.**

   (a) FirsTech will provide the necessary equipment to perform the remittance processing service.

   (b) FirsTech will deposit payments on the same Banking Day they are processed to provide Client with the greatest availability of funds.

   (c) FirsTech will plan its production schedules to process all payments each day they are received except for non-identifiable items, which will be promptly treated in accordance with mutually agreed upon exception item procedures.

   (d) FirsTech will create daily posting files of payments and reversals in accordance with the specifications mutually agreed to by FirsTech and Client. Such files will be placed on the pre-designated FTP site at the agreed upon time each day for pickup by Client or its assigned agent.

5. **Additional Client Responsibilities.**

   (a) Client will provide a proven test deck of readable bill stubs for equipment testing.

   (b) Client will maintain a regular business checking account with Busey Bank for purposes of accounting for the funds which originate at FirsTech's remittance processing center.

6. **Service Fees**. Client will pay the following processing fees for services which will be Service Fees under the Agreement:

Monthly Maintenance	$ 100.00
Lockbox Per Item	$ 0.15 Check Clearing fee included
Lockbox Per Exception item	$ 0.15
Wire transfer	$ 15.00

Other Fees:

Annual Post Office Rental Fee	PASS THROUGH
Shipping and Postage	PASS THROUGH
Express Mail or Courier Service	PASS THROUGH
Return Items	$ 4.50

FirsTech will invoice Client each month for returned items in accordance with this Services Schedule.

Subsequent to the initial development and implementation Services hereunder, programming changes, including but not limited to planning, development and testing, which are requested by Client will be charged at the all-inclusive rate of $140.00 per hour.

The parties have caused this Services Schedule to be executed by their duly authorized representatives.

CITY OF DECATUR	**FIRSTECH, INC.**
Scot Wrighton	
Name (printed)	Name (printed)
Signature	Signature
City Manager	
Title	Title
March 16, 2021	
Date	Date

firstech

Online Bill Payments Services Schedule

This Services Schedule (the "Services Schedule"), dated April 1st, 2021, is by and between **City of Decatur** ("Client") and FirsTech, Inc. ("FirsTech"), and is an extension of the Master Payment Processing Services Agreement (the "Agreement") between Client and FirsTech dated April 1st, 2021, pursuant to which FirsTech agreed to provide payment processing and related services for Client's customers. The terms of this Services Schedule will prevail over the terms of the Agreement in the event of any conflict between them. This Services Schedule shall be effective as of the latest date in the signature block below and will terminate upon termination or expiration of the Agreement.

1. **Client System Access.** Client will provide its employees and agents authorized by Client ("Authorized Users") with use of its automated bill payment system (the "Client System"),

	System Type
☒	Internet Application

Authorized Users will be permitted access to the Client System and will be able to enter information that will transmit to FirsTech, authorizing electronic payments to Client. FirsTech will complete the transmission of electronic instructions input by Authorized Users to effect the debiting of Authorized Users' accounts or the crediting of Client's designated bank account or accounts ("Customer Bank Accounts") via electronic funds transfer (EFT), automated clearing house (ACH) or by other method mutually agreed by the Parties and Authorized User. Client acknowledges that the crediting of Customer Bank Accounts (or debiting in the event of a chargeback) may be performed by Processors contracted by FirsTech, and the actual electronic payments may be controlled by such Processors. FirsTech is not responsible for delays caused by such Processors.

2. **Services.** FirsTech will provide an online bill payment processing system to facilitate the processing of ACH, debit and credit card payments initiated by Client customers enrolled in the online bill pay program.

3. **Service Fees.** Client will pay the following processing fees and authorized user fees which will be Service Fees under the Agreement.

Authorized User Payment Method Options:
(check if applicable)

	Transaction Type	Type of Billing	Processing Fee	Authorized User Fee
☒	Debit and credit CARD	Per Transaction	None	2.75% of transaction
☒	Electronic Check/ACH	Per Transaction	$ 0.30	None

Chargebacks and Return Item Fees:

FirsTech is solely responsible for any process charges or fees that may arise in connection with the authorization and settlement of payment transactions by FirsTech through the Client System. Client, however, agrees to pay any other charges or fees imposed by Processors in connection with return items or chargebacks against sums paid to Client (collectively "Processor Charges"), and hereby agrees to reimburse FirsTech accordingly. Notwithstanding the foregoing, the Parties agree to cooperate with one another in the investigation and resolution of any alleged mistakes or errors. Client acknowledges and agrees that Processors are intended third party beneficiaries under this paragraph.

Client agrees to pay FirsTech for each Chargeback and Electronic Check returned.

	Transaction Type	Type of Billing	Fee
☒	Chargebacks	Per Transaction	$ 25.00 (pass through charge)
☒	Electronic Check Returns	Per Transaction	$ 4.50

Subsequent to the initial development and implementation Services hereunder, programming changes, including but not limited to planning, development and testing, which are requested by Client will be charged at the all-inclusive rate of $140.00 per hour.

The parties have caused this Services Schedule, consisting of one section, to be executed by their duly authorized representatives.

EXECUTED as of the Effective Date first above written.

CITY OF DECATUR	**FIRSTECH, INC.**
Scot Wrighton	
Name (printed)	Name (printed)
Signature	Signature
City Manager	
Title	Title
March 16, 2021	
Date	Date

firstech

eLockbox Payments Services Schedule

This Services Schedule (the "Services Schedule"), dated April 1st, 2021, is by and between **City of Decatur** ("Client") and FirsTech, Inc. ("FirsTech"), and is an extension of the Master Payment Processing Services Agreement (the "Agreement") between Client and FirsTech dated April 1st, 2021, pursuant to which FirsTech agreed to provide payment processing and related services for Client's customers. The terms of this Services Schedule will prevail over the terms of the Agreement in the event of any conflict between them. This Services Schedule shall be effective as of the latest date in the signature block below and will terminate upon termination or expiration of the Agreement.

1. **Services.** FirsTech will perform the following:

(a) Each business day, access customer payment data and related information from various sources with whom FirsTech has established a relationship to effectuate electronic payments for Client.
(b) Separate and reformat the data to Client's specifications and transmit all customer payments to Client in agreed upon format and at the agreed upon time each Processing Day.
(c) Provide Client's check digit logic and proper number of digits per customer account to the various sources from which Client's data is received to ensure all data received is verified and accurate.
(d) Deposit funds received into Client's designated deposit bank account.
(e) Research and process exception items or non-executable transactions as follows:

i. FirsTech will notify Client via email, telephone or fax to obtain correct account information

ii. FirsTech's systems will run edit checks prior to submitting corrections through to Client for posting.

(f) Provide Client with a monthly report summary of the number of payment transactions processed and all funds collected. This monthly report will be faxed or transmitted to the Client as requested.

2. **Service Fees.** Client will pay the following processing fees each month which will be Service Fees under the Agreement:

Per Electronic Transaction Processed	$ 0.15

Subsequent to the initial development and implementation Services hereunder, programming changes, including but not limited to planning, development and testing, which are requested by Client will be charged at the all-inclusive rate of $140.00 per hour.

The parties have caused this Addendum be executed by their duly authorized representatives.

CITY OF DECATUR	**FIRSTECH, INC.**
Scot Wrighton	
Name (printed)	Name (printed)
Signature	Signature
City Manager	
Title	Title
March 16, 2021	
Date	Date

firstech

IVR Payments Services Schedule

This Services Schedule (the "Services Schedule"), dated April 1st, 2021, is by and between **City of Decatur** ("Client") and FirsTech, Inc. ("FirsTech"), and is an extension of the Master Payment Processing Services Agreement (the "Agreement") between Client and FirsTech dated April 1st, 2021, pursuant to which FirsTech agreed to provide payment processing and related services for Client's customers. The terms of this Services Schedule will prevail over the terms of the Agreement in the event of any conflict between them. This Services Schedule shall be effective as of the latest date in the signature block below and will terminate upon termination or expiration of the Agreement.

1. **Services.** FirsTech will accept and process Client's customer payments via FirsTech's Interactive Voice Response ("IVR System") portal.

2. **Service Fees.** Client's customers shall be assessed a fee for each transaction, which will be Service fees under the Agreement, in accordance with the following fee schedule:

IVR Per Transaction Charges:		**Pass Through**	**Authorized User Fees**
Visa, MC, Discover Per Transaction	2.75% of transaction		Yes
ACH Per Transaction	$0.30	Yes	
IVR Other Charges			
Monthly Minimum	$0.00		
Per Return Item	$4.50	Yes	
Per Minute Charge	$0.00		
Per Chargeback	$25.00	Yes	

FirsTech will invoice Client each month for returned items and chargeback transactions in accordance with this addendum.

Subsequent to the initial development and implementation Services hereunder, programming changes, including but not limited to planning, development and testing, which are requested by Client will be charged at the all-inclusive rate of $140.00 per hour.

The parties hereto have caused this Services Schedule to be executed by their duly authorized representatives.

CITY OF DECATUR	**FIRSTECH, INC.**
Scot Wrighton	
Name (printed)	Name (printed)
Signature	Signature
City Manager	
Title	Title
March 16, 2021	
Date	Date

firstech

Walk-in Payments Services Schedule

This Services Schedule (the "Services Schedule"), dated April 1st, 2021, is by and between **City of Decatur** ("Client") and FirsTech, Inc. ("FirsTech"), and is an extension of the Master Payment Processing Services Agreement (the "Agreement") between Client and FirsTech dated April 1st, 2021, pursuant to which FirsTech agreed to provide payment processing and related services for Client's customers. The terms of this Services Schedule will prevail over the terms of the Agreement in the event of any conflict between them. This Services Schedule shall be effective as of the latest date in the signature block below and will terminate upon termination or expiration of the Agreement.

1. **Appointment.** Client designates FirsTech as a "Walk-in Payment Services Provider" for purposes of this Agreement. FirsTech has the right to recruit and manage such APA's (as defined below and collect a fee for such Services, unless otherwise indicated in this Services Schedule.

2. **Definitions**

(a) **APA** or **Authorized Payment Agent**. The person(s) recruited by and contracted with FirsTech to perform the Services. APA's may also perform walk-in-bill payment services for other clients pursuant to separate agreements with FirsTech.

(b) **APA Bank Account**. A bank account in an APA's name at a commercial bank that will accept Customer Payments deposited by the APA.

(c) **APA Commission Fee.** Percentage of the Customer Convenience Fee retained by the APA or paid to the APA per transaction as compensation for the APA's performance of the Services described in this Services Schedule.

(d) **Customer Convenience Fee.** A per transaction fee charged to Customers for the Services described in this Services Schedule.

(e) **FirsTech Commission Fee**. Percentage of the Customer Convenience Fee retained by FirsTech per transaction as compensation for FirsTech's performance of the Services described in this Services Schedule.

(f) **End of Day Transmission**. A daily consolidated electronic transmission file uploaded to FirsTech at the time required by FirsTech and Client.

3. **Remittance Collection Software.** FirsTech grants to Client a limited, non-exclusive, non-transferable, revocable license to use its remittance collection software (the "Software") during the term of this Services Schedule subject to any limitations in the Agreement. Client shall not directly or indirectly (i) reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the Software (or any portion thereof); (ii) distribute, transfer, grant sublicenses to, sell, rent, lease, or otherwise make available the Software (or any portion thereof) to third parties, including as an application service provider, service bureau, or rental source; (iii) embed or incorporate in any manner the Software into other applications of Client or third parties; (iv) create modifications to or derivative works of the Software; (v) reproduce the Software; (vi) attempt to modify, alter, or circumvent any license control and protection mechanisms within the Software; (vii) use in violation of any applicable law, rule, or regulation; or (viii) remove, obscure, or alter any copyright notices or any name, trademark, service mark, tagline, hyperlink, or other designation included on any display screen within the Software. Client shall not permit any third party to perform any of the foregoing actions and shall be responsible for all damages and liabilities incurred as a result of such actions. Use of the Software is limited to APA locations.

4. **Responsibilities of FirsTech, APA's and Client.**

(a) **Selection of APA's.** FirsTech will (i) provide Payment Outlets to provide the Services; (ii) be the sole contact for Client with respect to the APA's, and (iii) enter into a binding agreement with each APA.

(b) **Management of APA's.** FirsTech will manage the APA's and provided the Services to Client's Customers. Each APA will (i) provide and pay for Internet access for processing Customer Payments on the Payment System; (ii) provide each Customer with a printed receipt generated by the Payment System; (iii) allow only trained personnel to provide the Services and operate Payment Systems; (iv) balance out daily and reconcile Customer Payments Funds collected with Customer Payment Data prior to transmitting the End Of Day Transmission to FirsTech; (v) transmit Customer Payment Data to FirsTech at least once each Processing Day; (vi) deposit Customer Payment Funds into a designated APA Bank Account no later than the next banking business day; (vii) retain Customer bill stubs at the Payment Outlet for not less than thirty (30) days from the date of payment; (viii) refrain from accepting Customer Payments when the Payment System is Inoperable or malfunctioning; and (ix) collect a Customer Convenience Fee per Customer account credited, mutually agreed to between Client and FirsTech.

(c) **APA Network Contracting, Management and Termination.** As soon as is reasonably practicable, FirsTech shall execute separate agreements with each APA that is currently taking payments for Client and meets FirsTech's credit criteria. These agreements shall govern the terms and conditions upon which each APA shall collect payments from Client's customers, remit those payments to Client, and report each transaction to Client. FirsTech shall select, maintain, terminate and otherwise manage all APA's in FirsTech's sole discretion.

(d) **Equipping of Payment Outlets.** Firstech will (i) submit introductory letters to all APA's outlining the particulars of the Payment System and training specifics; (ii) use its best judgment to determine if Payment Outlets for installation of the Payment System is safe and suitable for operation of the Payment System as intended; (iii) provide account document forms, printer paper, printer ribbons, and journal tape to each Payment Outlet as needed; (iv) provide each Payment Outlet with one (1) 8-1/2 x 11 sign that clearly displays Client's full color logo ("Standard Signage"). Client requests for signage beyond the Standard Signage will be priced separately. Payment Outlets may be equipped by FirsTech with the following:

- **PC-based Software,**
- **Validating Receipt Printers and Supplies,**
- **Image Scanners,**
- **Required Cables & Power Supplies, and**
- **Personal Computer (PC), and Monitor**

(e) **Maintenance.** FirsTech will service and maintain the Equipment at the Payment Outlets and shall provide replacement parts and Equipment as becomes necessary to repair or replace defective or malfunctioning Payment Systems by shipping such replacement parts or Equipment to the Payment Outlet via overnight delivery service. FirsTech will not be in default for inadvertent delays or cut-off times of standard commercial overnight couriers.

(f) **Transmission of Customer Payment Data**

i. On each Processing Day, FirsTech will consolidate and transmit periodic memo files and a production file to Client at the times mutually agreed upon by both parties.

ii. The production file will include all End of Day Transmissions that have been transmitted from the APA's and received by FirsTech up to one (1) hour prior to the time such production file is scheduled to be transmitted to Client.

iii. Payment Systems may be capable of canceling erroneously entered Customer Payment Data, but such cancellations will be shown on the End of Day Transmission to FirsTech. APA's will not be able to permanently delete Customer Payment Data from the Payment System.

iv. Client will notify FirsTech immediately if Client fails to receive a Memo and/or Production file(s). Upon receipt of such notification and at the direction of Client, FirsTech will promptly retransmit said file(s) to Client.

v. If an End of Day Transmission does not transmit properly to FirsTech for technical reasons, FirsTech will make every effort to ensure that all Customer Payment Data entered Into the Payment System prior to the malfunction is retrieved and then transmitted to Client within 24 hours of the malfunction and similarly that Customer Payment Data manually recorded by an APA at the Payment Outlet is promptly retrieved and transmitted to Client.

(g) **Reports and Reconciliation.**

i. FirsTech will provide Client with a daily report summary of the number of APA transmissions.

ii. The number of Customer Payment transactions, and all monies collected. This daily report will be faxed or transmitted to Client at the location to be designated by Client.

iii. FirsTech will provide Client with a monthly summary report of all monies collected by ACH transfer to balance to the bank statement.

iv. FirsTech will provide additional reports as determined and requested by Client as necessary to manage the remittance collection Services provided by FirsTech. The initial design and implementation of such additional reports may incur a one-time fee to Client.

(h) **Transfer of Customer Payments.** APA's will deposit Customer Payment Funds in the designated APA Bank Account no later than the business banking day following the date of the Customer Payments.

(i) **Check Handling.** FirsTech provides for a customized endorsement to be printed on each Customer Payment check. Such endorsement directs the bank to forward a Return Item check to a centralized location for handling ("Centralized Return").

i. Client shall maintain an adequate balance in Client's Bank Account in order to facilitate Return Items received. FirsTech and Client will work together to establish such adequate balance.

ii. Returned Items returned due to "account closed", "stop payment", "do not re-deposit", etc., will not be re-presented. Returned Items received by the bank will be re-presented up to one additional time. FirsTech shall invoice Client for Returned Items processed according to Section 6, regardless of whether any such Returned Items are re-presented or subsequently paid by Customer's bank.

iii. If the Returned Item does not clear the bank following re-presentment, FirsTech will communicate to Client via an electronic report that the Customer Payment in question is a Returned Item and will provide identifying Information, Including the name of the APA who took the Customer Payment, the Customer account number, the Customer Payment amount, and a code indicating the reason for the Returned Item. FirsTech shall send either a copy of the Returned Item or the actual check to Client by U.S. mail. FirsTech will ACH debit Client's Bank Account for the face value of any corresponding Returned Item. Client shall maintain an adequate balance in its bank account to cover Return Items received on a daily basis.

(j) **Customer Receipts.** For each processed Customer Payment, the Payment System shall print a receipt containing, at minimum, the business name of the Payment Outlet, Customer account number, method of payment (cash, check, money order, bank draft, etc.), amount of Customer Payment, date and time of Customer Payment, transaction type, and transaction number. APA shall give the receipt to the person making the Customer Payment.

(k) **Support and Training.** FirsTech shall provide initial training for APA's, furnish the Payment Outlets with appropriate training material, and support the APA's during the term of this Agreement by communicating changes in the Payment System, maintaining a toll-free telephone number that APA's may call for assistance, and as necessary, visit Payment Outlets to resolve operational Issues that may arise from time to time.

(l) **Records Retention.** FirsTech will maintain Customer Payment data for a minimum period of two (2) years.

5. **Risk of Loss.** If any Customer Payments are lost, stolen, damaged, or destroyed ("Missing Payments") between the time of receipt of a Customer Payment by an APA and transfer of the Customer Payment to Client's Bank Account, FirsTech will be responsible for such Missing Payments to the extent set forth below. FirsTech will notify Client of any Missing Payment Data pertaining to Missing Payments due to Client. Client agrees to cooperate fully with FirsTech by providing Customer names and addresses for all Customer accounts related to the Missing Payments.

(a) In the case of Missing Payments other than cash (e.g., check, money orders, traveler's checks, bank drafts), Client will use its best efforts to contact Customers directly to obtain replacement instruments or a copy of a canceled check, representative of the Customer's Missing Payment. Client will have thirty (30) days after notification of Missing Payments to obtain replacement instruments or a copy of each canceled check. The issuance of a replacement instrument by Customer will limit FirsTech's liability to reimburse Customer any charges Incurred by them in replacing these Instruments, including charges incurred in stopping payment on the Missing Payment. FirsTech may require written proof of such charges from Customer. FirsTech reserves the right to request the Customer's receipt, representative of the Missing Payment if the canceled check does not clearly indicate FirsTech's endorsement. FirsTech will not be liable for Missing Payments in instances where Client cannot obtain replacement instruments or proof of canceled checks. If Client cannot obtain a replacement instrument, FirsTech will initiate a debit adjustment to Client's Bank Account for the value of the Missing Payment that has already been forwarded to Client.

(b) In the case of Missing Payments in the form of cash, the sole liability of FirsTech will be payment to Client for the value of such Customer Payments.

6. **Fees and Compensation to FirsTech.**

(a) Client will allow APA's to charge Client's customers a Convenience Fee of any amount deemed reasonable by APA with a minimum fee of $ 1.50 per customer account credited at the point of sale, of which FirsTech will receive a portion as agreed per each customer account credited. Fees due FirsTech will be debited from each APA Bank Account each Processing Day.

(b) Software programming changes, including but not limited to planning, development and testing, which are requested by Client will be charged at the all-inclusive rate of $140.00 per hour. A Statement of Work will be submitted to Client for approval prior to commencement of any programming change.

(c) The monthly charge for return items will be $4.50 Per Return Item Processed.

The parties have caused this Services Schedule to be executed by their duly authorized representatives.

EXECUTED as of the Effective Date first above written.

CITY OF DECATUR	**FIRSTECH, INC.**
Scot Wrighton	
Name (printed)	Name (printed)
Signature	Signature
City Manager	
Title	Title
March 16, 2021	
Date	Date

SUBJECT: Ordinance Amending City Code - Chapter 7 - Officers and Employees Generally

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Ordinance	Ordinance

March 11, 2021

TO: Mayor Julie Moore Wolfe & Decatur City Council Members

FROM: Scot Wrighton, City Manager

RE: Ordinance Amending City Code - Chapter 7 - Officers and Employees Generally

The recommended ordinance makes the city manager responsible for changing and updating employee job titles as needed, rather than requiring changes to a council ordinance every time a position title is changed. The context for why this matter comes to the City Council at this time follows.

The city's financial condition will be discussed in greater detail at the April study session; but the city's long-term financial stability remains tenuous. Not only is the city dealing with the economic effects of the pandemic, but there are new perils on the horizon: 1) to financially bail out the State of Illinois, the Governor has proposed cutting by 10% its distributions to municipalities from the Local Government Distributive Fund (LGDF) which supplies local governments' statutory allotment from income tax revenues; 2) any reduction in the city's certified census count later this year will reduce LGDF even further, along with State Use Taxes, motor fuel taxes and all other revenues based on per capita calculations; 3) the proliferation of online sports betting services will likely cut into the city's video gaming revenues; 4) revenue from taxes on telecommunications services continues to decline as more customers transition to wireless platforms; and 5) many other revenue categories, though not in decline, have levelled-off to an extent that they cannot supply new revenue every year to keep pace with inflation and meet new demands from labor unions. The additional aggregate financial impact from these revenue changes could easily exceed $2 million annually for Decatur beginning in 2022. At the same time, the city is experiencing rapid increases in fire and police pension payment obligations that gobble up most of the annual property tax levy. The tenuous revenue picture principally hits the General Fund, from which police, fire and most other employees are paid. This is why the City Council has pro-actively committed to beginning a discussion about how and whether it needs to fundamentally change its financial and revenue structures.

Four months into the 2020 pandemic, city staff estimated the likely amount of the General Fund's revenue shortfalls and requested that the City Council authorize taking up to $2 million from its restricted reserves to balance the 2020 budget. As it turned out, staff's revenue reduction predictions were fairly accurate; but the amount required from restricted reserves turned out to be substantially less than authorized because staff reduced expenditures in all departments by delaying capital purchases and selectively reducing employee compensation costs by leaving some positions unfilled when they were vacated through natural attrition. As vacancies occurred, positions were evaluated to determine if continuity of public service required that the jobs be filled, or if they could remain vacant, or if the city could realign its method of deploying employees in ways that were more efficient. This practice continues.

When the City Council adopted its 2021 budget, they directed staff to continue these austerity measures and provided for quarterly review of the 2021 budget so that the city's financial plan could be amended as necessary to adjust to changing financial circumstances. To do this, some departmental restructurings were initiated in the interests of providing the same level of service, but with fewer total employees where possible.

In the process of making these revisions, staff encountered a provision in Article 7 of the City Code that lists, by title, the employee positions that the city uses—that are not covered by the city's collective bargaining contracts. The original ordinance provision was intended to affirm that the city manager exercises the city's at-will employment regarding these positions. But over the years, this section of the City Code has been amended at the request of different city managers to instead approve changes to individual job titles as they were needed. I believe this practice is antiquated and cumbersome. The city manager is accountable to the City Council for the formation and abolition of all departments, and for the divisional and aggregate costs of all departments through the council's annual review, adoption and amendment of the budget. The city manager is already authorized to make minor changes to the internal organizational structure of city departments. Correspondingly, several organizational changes have been made by the city manager and department heads to improve efficiencies in recent months. After the same fashion, I believe it should be within the purview of the city manager to determine what position titles should be used (and when they should be changed or updated) to accomplish the work of the city (except where otherwise stipulated in collective bargaining contracts).

To facilitate this change, increase management's flexibility to continue making minor structural changes inside city departments, and remove barriers to efficiency improvements as they are identified and implemented, it is recommended that the language of Article 7 be amended to delete most of the title list.

ORDINANCE NO. _____

ORDINANCE AMENDING CITY CODE
- CHAPTER 07-
- OFFICERS AND EMPLOYEES GENERALLY -

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

Section 1. That Chapter 07 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Section 2. Said Section 2 as so modified and amended, shall provide as follows:

2. **APPOINTMENT AND REMOVAL**. The City Manager shall have the power and authority to appoint and remove at will the Deputy City Manager, all directors of departments, all deputy and assistant department directors, and any other city staff member, not included in a collective bargaining unit, including probationary, temporary, and seasonal employees.

Section 2. That this Ordinance shall be effective upon approval and execution by City Council.

Section 3. 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 15th day of March 2021.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
CITY CLERK

PUBLISHED this _____ day of _____, 2021.

_____
CITY CLERK

ADDITIONS AND ~~DELETIONS~~

CHAPTER 07

OFFICERS AND EMPLOYEES GENERALLY

…2. **APPOINTMENT AND REMOVAL**. The City Manager shall have the power and authority to appoint and remove at will the Deputy City Manager, all directors of departments, all deputy and assistant department directors, ~~fire marshals,~~ and any other city staff member, not included in a collective bargaining unit, including probationary, ~~battalion chiefs, police personnel above the rank of sergeant, division managers, administrative secretaries, executive assistant, administrative assistant, members of the Legal Department, Personnel Specialists, Systems Administrators, Senior Systems Analyst, Systems Analysts, Budget and Revenue Officer, Risk Management Assistant, Water Customer Service Manager, Water Customer Service Supervisor, Street and Sewer Maintenance Supervisor, Civil Engineer I, Civil Engineer II, Assistant City Engineer, GIS Specialist, Fleet Supervisor, Water Production Maintenance Supervisor, Water Production Operations Supervisor, Supervisor of Technical Services, Police Records Supervisor, Water Distribution Supervisor, Water Metering Supervisor, City Forestry and Property Supervisor, Foreman, Economic Development Officer, Building Inspections Manager, Senior Planner, Planners, Planning and Development Manager, Development and Revitalization Specialist, Senior Crime Analyst, Crime Analyst, Mass Transit Administrator, Grants and Procurement Manager, Community Liaison Officer, Comptroller, Purchasing Supervisor, Clerical Support Supervisor, Neighborhood Programs Manager~~ temporary, and seasonal employees….

SUBJECT: An Ordinance Approving the Transfer of Volume Cap in Connection with Private Activity Bond Issues, and Related Matters.

SUMMARY RECOMMENDATION: Approve the ordinance to join in the bond issuance which will provide access for eligible mortgage applicants in Decatur.

ATTACHMENTS:

Description	Type
Council Memo	Cover Memo
Ordinance	Ordinance
2021 Assist MCC Flyer	Backup Material

COMMUNITY DEVELOPMENT DEPARTMENT

DATE: 3/11/2021

MEMO: 21-05

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl "Pat Patrick, Community Development Director
Greg Crowe, AICP, Planning and Development Manager

SUBJECT: Ordinance Transferring 2021 Volume Cap in Connection with Private Activity Bond to participate in the ASSIST Homebuyer Program

SUMMARY RECOMMENDATION: Staff recommends approval of the attached ordinance transferring the City's 2021 volume cap allocation of private activity bond issues to the Town of Normal, McLean County, Illinois to participate in the ASSIST Homebuyer Program.

BACKGROUND: Each year, Home Rule communities throughout the state receive a direct allocation of private activity bonding authority that allows a municipality to issue bonds on behalf of a private user for development and housing projects. This year, Decatur has been authorized to issue a total of $7,485,450 in bonds as part of this year's allocation.

The City of Decatur is being requested by the Town of Normal to transfer our bonding authority to participate in the ASSIST Illinois Mortgage Credit Certificate Program. The City has participated in the program in the past and our local lenders are familiar with the program. Over the last 12 months, 61 loans were originated in Decatur totaling more than $4.9 million.

Several Illinois communities, including Decatur, pool their bonding resources together to provide this first-time homebuyer assistance. The program provides down payment assistance and reduced rate mortgages to income qualified families in the City of Decatur. See the attached flyer for more information on the program.

PRIOR COUNCIL ACTION: N/A

POTENTIAL OBJECTIONS: No known objectors

INPUT FROM OTHER SOURCES: N/A

STAFF REFERENCE: Contact Greg Crowe at gcrowe@decaturil.gov

BUDGET/TIME IMPLICATIONS: The City's volume cap allocation must be obligated by May 1, 2020 or it will automatically be returned to the State of Illinois for reallocation to other entities.

ORDINANCE NO. _____
ORDINANCE APPROVING THE TRANSFER OF VOLUME CAP IN CONNECTION WITH PRIVATE ACTIVITY BOND ISSUES, AND RELATED MATTERS

WHEREAS, the City of Decatur, Macon County, Illinois (the *"Municipality"*) is a municipality and a home rule unit of government under Section 6 of Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, Section 146 of the Internal Revenue Code of 1986, as amended (the *"Code"*), provides that the Municipality has volume cap equal to $110 per resident of the Municipality in calendar year 2021, which volume cap may be allocated to certain tax-exempt private activity bonds; and

WHEREAS, the Illinois Private Activity Bond Allocation Act, 30 *Illinois Compiled Statutes,* 345/1 *et seq.,* as supplemented and amended (the *"Act"*), provides that a home rule unit of government may transfer its allocation of volume cap to any other home rule unit of government, the State of Illinois or any agency thereof or any non-home rule unit of government; and

WHEREAS, it is now deemed necessary and desirable by the Municipality to transfer its entire volume cap allocation for calendar year 2021 to the Town of Normal, McLean County, Illinois (the *"Issuer"*) to be applied toward the issuance of single family mortgage revenue bonds by the Issuer (the *"Bonds"*) or for such other purpose permitted by this Ordinance;

NOW, THEREFORE, Be It Ordained by the Mayor of the City of Decatur, Macon County, Illinois, as follows:

SECTION 1. That, pursuant to Section 146 of the Code and the Act, the entire volume cap of the Municipality for calendar year 2021 is hereby transferred to the Issuer, which shall issue the Bonds using such transfer of volume cap, without any further action required on the part of the Municipality, and the adoption of this Ordinance shall be deemed to be an allocation of such volume cap to the issuance of the Bonds or other private activity bonds or mortgage credit certificates.

SECTION 2. That the Municipality and the Issuer shall maintain a written record of this Ordinance in their respective records during the term that the Bonds or any other such bonds to which such volume cap is allocated remain outstanding.

SECTION 3. That the Mayor, the City Clerk and all other proper officers, officials, agents and employees of the Municipality are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and certificates as may be necessary to further the purposes and intent of this Ordinance.

SECTION 4. That the provisions of this Ordinance are hereby declared to be separable, and if any section, phrase or provision of this Ordinance shall for any reason be declared to be invalid, such declaration shall not affect the remainder of the sections, phrases and provisions of this Ordinance.

SECTION 5. That all ordinances, resolutions or orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded; and that this Ordinance shall be in full force and effect upon its adoption and approval.

Presented, passed, approved and recorded this 15th day of March, 2021.

Approved:

_____
Julie Moore Wolfe, Mayor

[SEAL]

ATTEST:

_____
Kim Althoff, City Clerk

Ayes: _____

_____

Nays: _____

Absent or Not Voting: _____

Assist
Homeownership Program

Utilizing a two-pronged approach to assist homebuyers, the program is sponsored by communities throughout the state to promote home ownership. The home buyer assistance feature of the Assist program provides families with funds to pay all or most of their closing costs and down payment, enabling families with good credit but little available capital to buy their home. The mortgage credit certificate ("MCC") feature reduces the homebuyer's ongoing cost of borrowing whenever market conditions result in uncompetitive interest rates for loans funded in the tax-exempt bond market.

Overview

- Communities join together through an Inter-governmental Cooperation Agreement
- Home rule communities may contribute private activity bond volume cap to support either a tax-exempt bond issuance or the MCC feature
- Non-home rule communities apply for volume cap from the State
- No financial contribution or commitment required from any participant
- Any Illinois municipality can participate

Loan Funding

- Loans are funded with proceeds of tax-exempt bonds or through the direct sale of taxable mortgage-backed securities based on the sale method providing the lowest interest rate
- The bonds and securities are sold at a premium, a price greater than their face amount, which provides funding for the home buyer assistance
- Proceeds are used to make the home loans and fund the assistance
- The bonds and securities are not a debt of the municipalities or paid from any participating community's funds, and are secured only with loans on the homes purchased

Loan Description

- 30 year fixed rate loans
- FHA/VA/RDA (640 minimum credit score) and Conventional (660 minimum credit score) loans are available
- Assist pays 3% to 7% cash grant to qualifying home buyers to fund closing costs and down payment assistance.

Assist Homeownership Program

Qualifying Homebuyers

- Will occupy the home as their residence
- Meet income and purchase price guidelines

Mortgage Credit Certificates

- MCC's are a federally authorized program created as an alternative to tax-exempt housing bonds to reduce effective interest costs for qualifying homebuyers
- MCC's allow the homebuyer to qualify for a federal income tax credit equal to a percentage of the interest paid on their home loan each year
- MCC holders still qualify for a regular deduction of the remaining interest paid on their home loan

	Without MCC	With MCC
Mortgage Amount	$100,000	$100,000
Mortgage Interest Rate	4.50%	4.50%
Monthly Mortgage Payment (first year interest = $4,467.00)	$506.69	$506.69
MCC Rate	N/A	35%
Monthly Credit Amount (First Year Average) (35% of $4,467.00 is first year credit)	N/A	$130.29
"Effective" Monthly Mortgage Payment	$506.69	$376.40

Assist Advantages

- Provides additional home ownership opportunities in each community
- Home ownership provides added stability in a community
- Serves the large segment of potential home buyers who qualify for loans but lack funds for a down payment and closing costs
- Strategic alliance with lenders throughout the state
- Customized marketing in each municipality
- No out-of-pocket expense to any community to participate

INCOME AND PURCHASE PRICE LIMITS

COUNTY NAME	INCOME LIMITS Targeted 1 or 2 People	Targeted 3 or More People	Non-Targeted 1 or 2 People	Non-Targeted 3 or More People	PURCHASE PRICE LIMITS Targeted	Non-Targeted
BOONE	NA	NA	$84,100	$96,715	NA	$301,252
COOK	$109,200	$127,400	$91,000	$104,650	$399,400	$326,782
CHAMPAIGN	$100,920	$117,740	$84,100	$96,715	$360,067	$294,601
DEKALB	$100,920	$117,740	$84,100	$96,715	$399,400	$326,782
DUPAGE	NA	NA	$91,000	$104,650	NA	$326,782
KANE	$109,200	$127,400	$91,000	$104,650	$399,400	$326,782
KENDALL	NA	NA	$107,300	$123,395	NA	$326,782
LAKE	$109,200	$127,400	$91,000	$104,650	$399,400	$326,782
MADISON	$100,920	$117,740	$84,100	$96,715	$360,067	$294,601
McLEAN	$114,360	$133,420	$95,300	$109,595	$360,067	$294,601
ST. CLAIR	$100,920	$117,740	$84,100	$96,715	$360,067	$294,601
SANGAMON	$100,920	$117,740	$84,100	$96,715	$360,067	$294,601
WILL	$109,200	$127,400	$91,000	$104,650	$399,400	$326,782
WINNEBAGO	$100,920	$117,740	$84,100	$96,715	$368,196	$301,252
OTHER PROGRAM AREAS	$100,920	$117,740	$84,100	$96,715	$360,067	$294,601

PARTICIPATING COMMUNITIES

City of Aurora
Village of Arlington Heights
Village of Bartonville
City of Belleville
City of Belvidere
Village of Bridgeview
City of Champaign
City of Charleston
City of Collinsville
City of Crest Hill
Village of Creve Coeur
City of Decatur
City of East Moline
City of East Peoria
City of Edwardsville
Village of Godfrey
City of Joliet
Village of Justice
City of LaSalle
City of Lockport
City of Loves Park
Village of Machesney Park
Village of Marquette Heights
City of Mattoon
Village of Mendota
Village of Minooka
Village of Montgomery
City of Naperville
Town of Normal
City of Pekin
City of Peoria
Village of Peoria Heights
City of Peru
Village of Plainfield
City of Princeton
City of Rochelle
City of Rockford
Village of Rockton
Village of Romeoville
Village of Schaumburg
Village of Shorewood
City of South Beloit
City of Springfield
City of Urbana
City of Washington
City of Wood River
Village of Yorkville
County of Boone
County of Champaign
County of Coles
County of Cook
County of DeKalb
County of Kankakee
County of Kendall
County of Lake
County of Macon
County of Madison
County of McLean
County of Ogle
County of Peoria
County of Rock Island
County of Tazewell
County of Winnebago

SUBJECT: Ordinance Rezoning Property from R-1 Single Family Residence District to AG Agriculture District at 4075 N Greenswitch Rd.

SUMMARY RECOMMENDATION: This is a use of the city's new agricultural zoning district.

ATTACHMENTS:

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

COMMUNITY DEVELOPMENT MEMORANDUM
No. 21-06

March 12, 2021

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl "Pat" Patrick, Director of Community Development
Greg Crowe, Planning and Development Manager

SUBJECT: Ordinance Rezoning Property from Rezone from R-1 Single Family Residence District to AG Agriculture District with a Conditional Use Permit to allow for a Horse Stable with Riding Arena.

SUMMARY RECOMMENDATION: Staff recommends approval of the ordinance for re-zoning to AG Agriculture District and the subsequent ordinance allowing for the conditional use permit for a horse stable with a riding arena. The City Plan Commission voted 6-0 to recommend approval of the petition at the March 4, 2021 meeting. The minutes of the meeting are attached.

BACKGROUND: The subject site is located 4075 N Greenswitch Rd and is currently zoned R-1 Single Family Residence District. It consists of approximately 11.04 acres and is currently a single-family residence with fencing and accessory structures on the land for the homeowner's horses.

The petitioner proposes to rezone the subject site to AG Agriculture District with a Conditional Use Permit (CUP) to build a Horse Stable with a riding arena for personal use. The proposed barn will be 140' x 80' and will be southwest of the house and southeast of the existing barn.

The homeowner with his horses have been at this location for several years and seems to have fit in perfectly with the surrounding mixed uses. The rezoning and proposed horse stable with riding arena should have no adverse effect on the general area or the City as a whole.

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

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

INPUT FROM OTHER SOURCES: N/A

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

BUDGET/TIME IMPLICATIONS: None.

ORDINANCE NO. _____

ORDINANCE REZONING PROPERTY FROM
R-1 SINGLE FAMILY RESIDENCE DISTRICT TO AG AGRICULTURE DISTRICT
- 4075 NORTH GREENSWITCH ROAD -

WHEREAS, on the 4th day of March 2021, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of DAN CANTRELL to rezone premises legally described as:

> Lot 3 of Sky Ranch Addition Number 2, as per Plat recorded in Book 500, Page 197 of the Records in the Recorder's Office of Macon County, Illinois.
>
> Permanent Index Number: 07-07-25-426-028

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

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

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

Section 2. That said described premises be, and they are hereby rezoned from R-1 Single Family Residence District to AG Agriculture District.

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 15th day of March, 2021.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

City of Decatur, Illinois

PETITION FOR REZONING

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

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

Please Type

SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION					
Petitioner	Dan Cantrell				
Address	4075 N Greenswitch Rd				
City	Decatur	State	IL	Zip	62526
Telephone	217-433-4096	Fax		E-mail	dancantrell@themicarc(
Property Owner	Dan Cantrell				
Address					
City		State		Zip	
Telephone		Fax		E-mail	
Representative					
Address					
City		State		Zip	
Telephone		Fax		E-mail	

SECTION TWO: SITE INFORMATION						
Street Address	4075 N Greenswitch Rd Decatur IL					
Legal Description	SEC 25-17-2E Sky Ranch ADD NO 2 LT3 BK3689 PG984					
Present Zoning	☒ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Is this property a Planned Unit Development?
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	☐ YES Approval Date: _____
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		☐ NO
Please list all improvements on the site:						
Size of Tract	11.04 ☐ SF ☑ AC					

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

Section Three Continued	
Purpose	*Please state the purpose of the proposed rezoning.*
To Build a Horse Stables with a riding Arena for personal use	

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

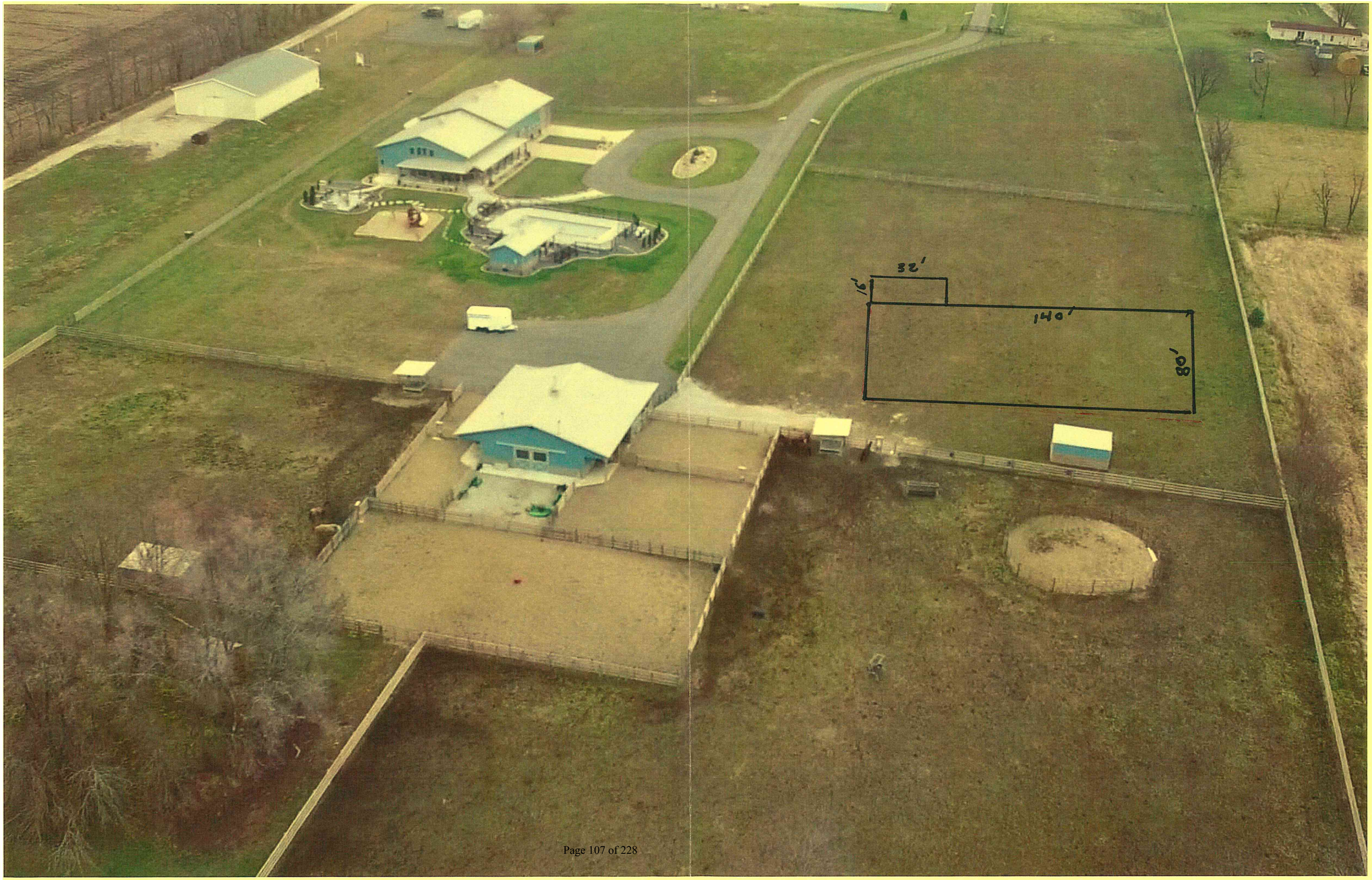
SECTION FIVE: CERTIFICATION			
	To be placed on the agenda of the regular meeting on the first Thursday of the month at 3:00 PM in the City Council Chambers, petition must be received on the first Thursday of the preceding month. Failure of the petitioner or the petitioner's representative to attend the Plan Commission hearing may result in items being tabled. Incomplete or erroneous petitions may delay items being heard by the Plan Commission.		
Petitioner's Signature	Dan Cantrell	**Date**	2/2/21

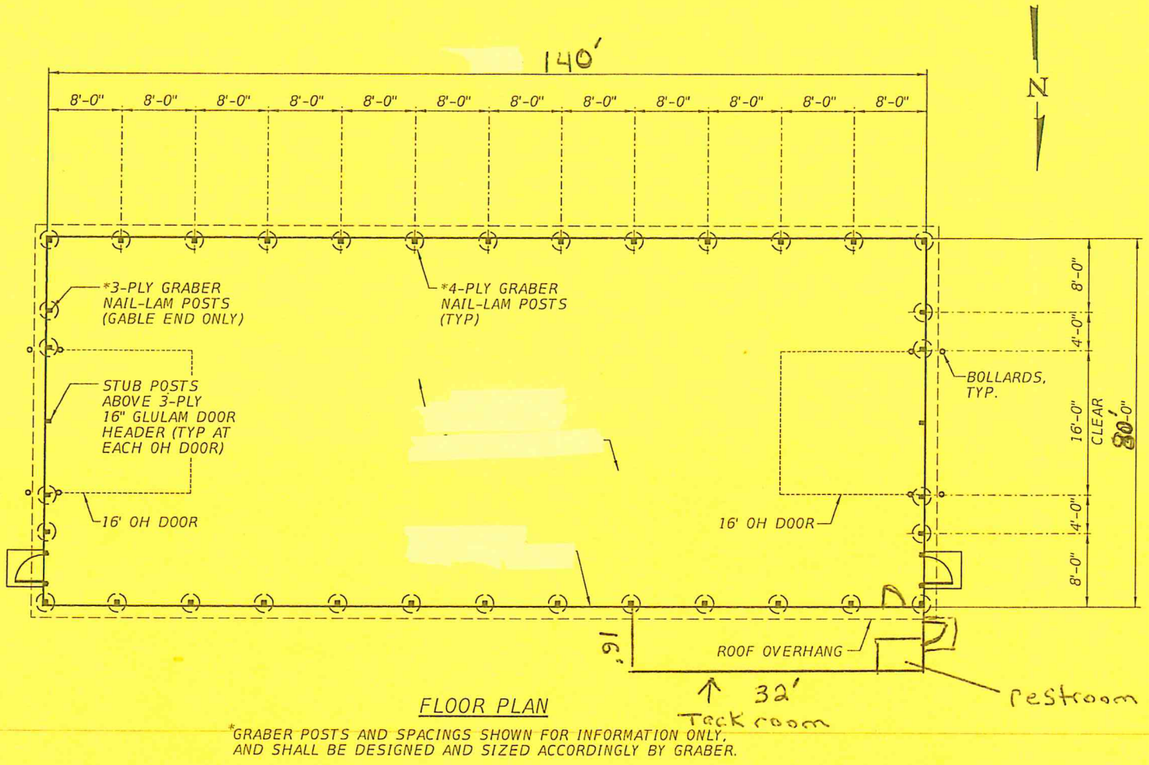
NOTES:

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

Rev. 2 - 4/01

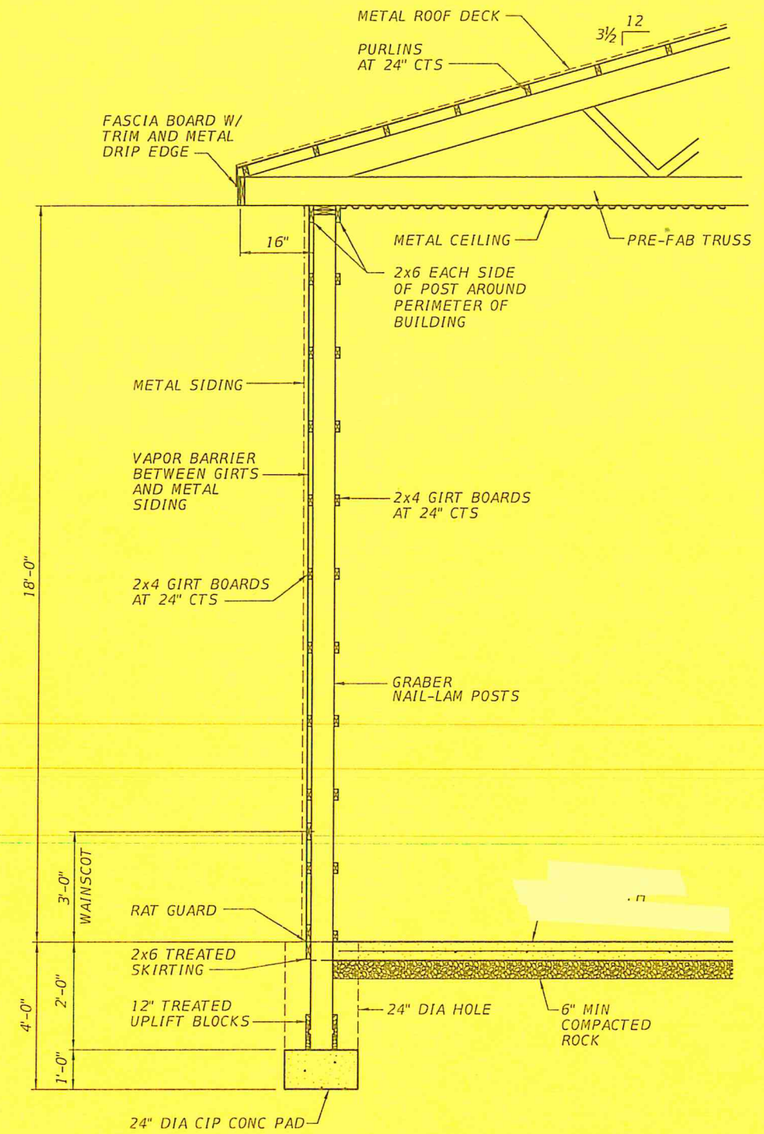
OFFICE USE ONLY	
Date Filed	
By	


32'
16'
140'
80'

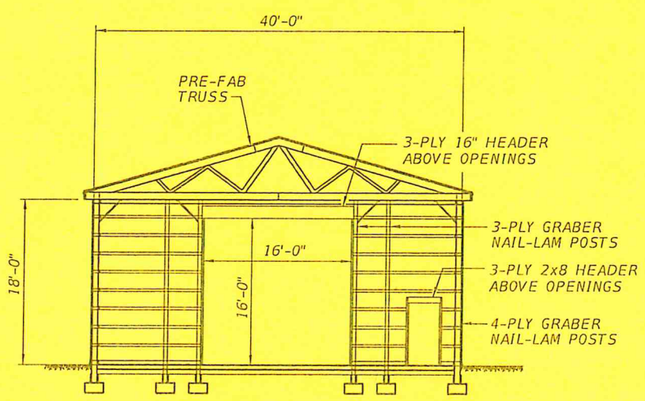


FLOOR PLAN

*GRABER POSTS AND SPACINGS SHOWN FOR INFORMATION ONLY, AND SHALL BE DESIGNED AND SIZED ACCORDINGLY BY GRABER.

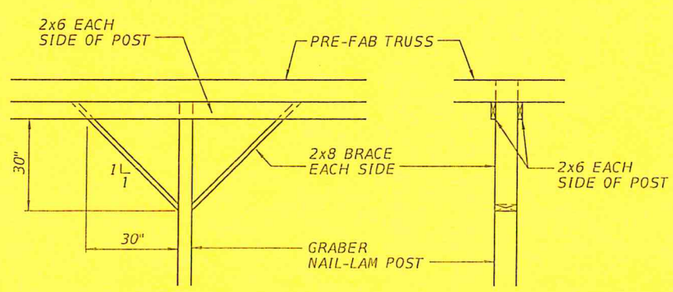


TYPICAL WALL SECTION



BUILDING END CROSS SECTION

(OPPOSITE END IS MIRRORED)



ELEVATION

SIDE VIEW

Y-BRACE DETAIL

Y-BRACING SHALL BE USED AT EVERY OTHER COLUMN ON THE LONG WALLS AND AS DETAILED ON END WALLS

BY	DATE	REVISION/ISSUED

PROJECT NO.	7877
FIELD BOOK NO.	
START DATE	
DRAWN BY	RLK
CHECKED BY	JMB
C&A REF. NO.	N/A
BGM REF. NO.	D117061
FILE LOCATION	H:\

CHASTAIN & ASSOCIATES LLC
CONSULTING ENGINEERS
DECATUR (217) 422-8544
SCHAUMBURG (773) 714-0050
ROCKFORD (815) 489-0050
184-001397

LICENSED STRUCTURAL ENGINEER
JEREMY BUENING
081-006698
STATE OF ILLINOIS
DATE: 1/8/21
EXP: 11/30/22

FLOOR PLAN AND DETAILS

SCHROCK BUILDERS
MICAR KOPETZ BUILDING

sheet no.
S-1

project no.
7877

STAFF REPORT
Decatur City Plan Commission

Hearing Date	March 4, 2021
Case No.	21- 01
Property Location	4075 North Greenswitch Road
Request	Rezone from R-1 Single Family Residence District to AG Agriculture District with a Conditional Use Permit to allow for a Riding Stable.
Petitioner Representative	Dan Cantrell

BACKGROUND

The subject petition requests rezoning to AG Agriculture District along with a Conditional Use Permit (CUP) in order to construct a Horse Stable with a Riding Arena. The site consists of approximately 11.04 acres and is currently a single-family residence.

Surrounding Land Use and Zoning

Direction	*Existing Land Use*	*Zoning*	*Comprehensive Plan*
Subject Property	Single-Family Residence	R-1	Residential – Low Density
North	Church	County Zoning	Institutional
South	Single-Family Residence, Undeveloped	R-1	Residential – Low Density
East	Single-Family Residence	R-1, County Zoning	Residential – Low Density
West	Undeveloped	R-1, R-6	Institutional, Schools – Public & Private

PROJECT DESCRIPTION

The petitioner proposes the current R-1 Single Family Residence District zoning of the subject site be changed to AG Agriculture District with a CUP to build a Horse Stable with a riding arena for personal use. The proposed barn will be 140’ x 80’ and will be southwest of the house and southeast of the existing barn.

STAFF ANALYSIS

Staff supports the requested rezoning for the AG Agriculture District with a Conditional Use Permit for the Horse Stable/Riding Arena. Although the subject site is surrounded by properties in the “R-1” District, “R-6” District, and “County Zoning”, the Horse Stable/Riding Arena would be compatible with the surrounding zoning and fit in this mixed-use location since horses have been at this site for a number of years.

According to Section XXII.A.3. there are three standards which must be met in order to grant a Conditional Use Permit. The first standard requires that the use be “necessary for the public convenience at the location.” Since, the riding stable/arena is proposed for personal use by the petitioner this first standard is not completely applicable. However, the continued use of having

horses on this property is generally compatible with the area. The horses have been at this location for several years and seems to have fit in perfectly with the surrounding mixed uses.

The second standard is that the proposed "conditional use is designed, located, and proposed to be operated that the public health, safety and welfare will be protected." This proposed Horse Stable with a riding arena is located and designed to be operated in a way the public health, safety and welfare will be protected. The stable/riding arena sets off the road several feet and is located on an 11-acre tract of land.

The third standard is the proposed use "will not cause substantial injury to the value of other property in the neighborhood in which it is to be located." The proposed Horse Stable/Riding Arena should not cause injury to the value to the value of other properties in the areas. The petitioner along with his horses have been at this location for several years and it seems to have not had an adverse effect on the area.

STAFF RECOMMENDATION

Staff recommends approval of the requested rezoning to AG Agriculture District along with a Conditional Use Permit (CUP) in order to construct a Horse Stable with a Riding Arena.

PLAN COMMISSION ACTION

Section XXIX. requires the Plan Commission to hold a public hearing of the rezoning and Conditional Use Permit request, and then forward its report and recommendation to the City Council for a final decision. A motion to forward Case 21-01 to City Council by the Plan Commission with a recommendation is warranted.

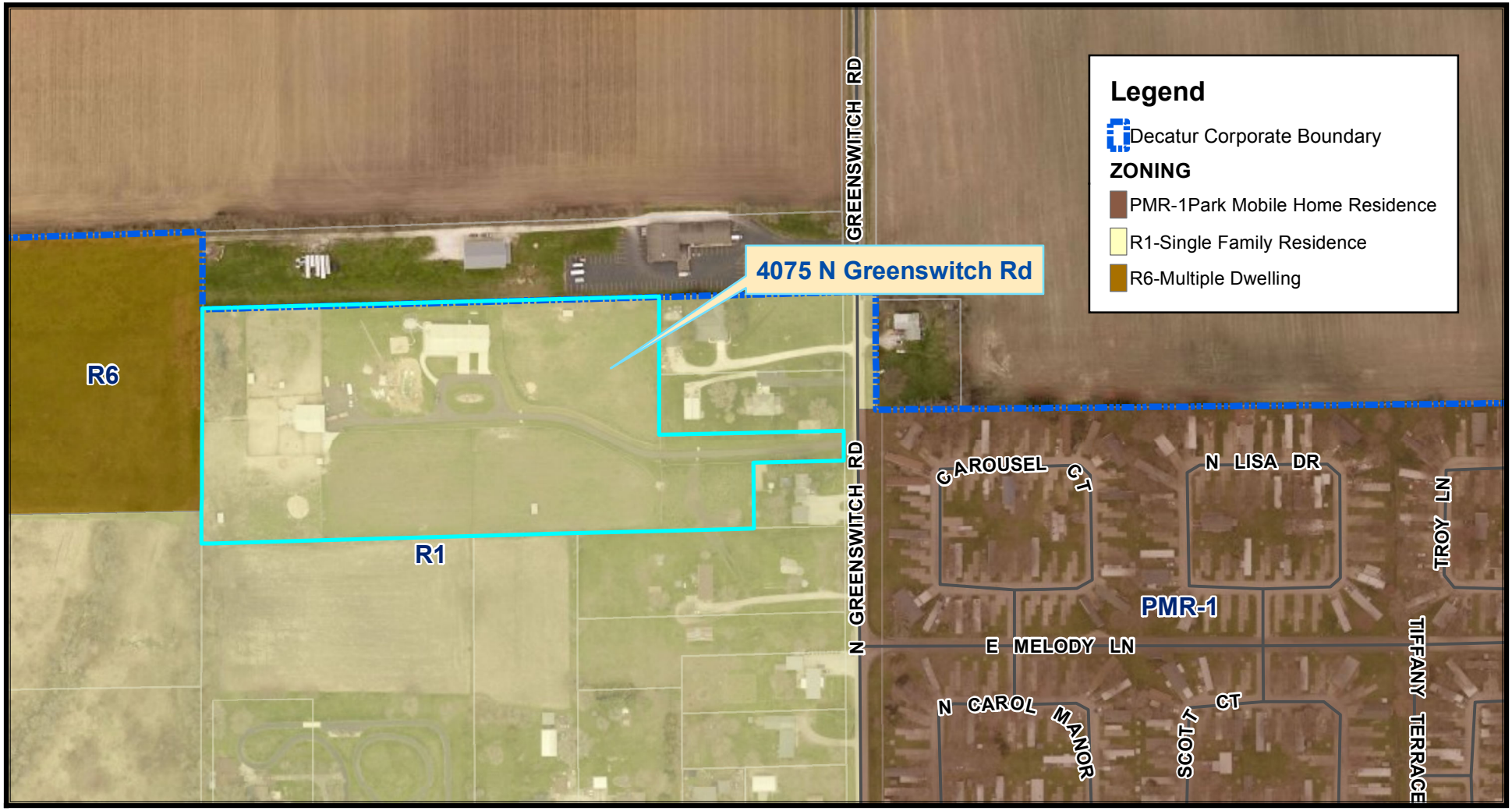
This report constitutes the testimony and recommendation of the Planning and Sustainability Division, Economic and Community Development Department, City of Decatur.

Joselyn Stewart
Planner

ATTACHMENTS

1. Petition
2. Location and Zoning Map
3. Site Plans

Decatur City Plan Commission
4075 N Greenswitch Rd



Case No: 21-01
Date: March 4, 2021
Petition of: Dan Cantrell
Requested Action: Rezone from R-1 to AG with a Conditional Use Permit to allow for a Horse Stable with a riding Arena

N W E S

1 inch = 300 feet

Excerpts from the Excerpts from Plan Commission Meeting of March 4, 2021:

Case No. 21-01 Petition of DAN CANTRELL, to rezone the property located at 4075 North Greenswitch Road from R-1 Single Family Residence District to AG Agriculture District with a Conditional Use Permit to allow for a Horse Stable with a riding Arena

It was moved and seconded (Johnson/Frantz) to forward Case No. 21-01 to the City Council with a recommendation of approval as set forth in the staff report.

Mrs. Joselyn Stewart was sworn in by Mrs. Janet Poland.

Mrs. Stewart discussed and presented slides of the site and surrounding properties (available for viewing upon request) along with staff's recommendation for approval of the petition based on the staff report distributed to the Plan Commission prior to the meeting (staff report is on file and is available for reviewing by request).

Mr. Dan Cantrell, petitioner, was sworn in by Mrs. Poland.
Mr. Cantrell stated he has had a passion for horses the last twelve (12) to fourteen (14) years. He and his family have the horses only for personal use.

There were no questions and no objectors present.

Upon call of the roll, Commission members Rick Johnson, Steve Kline, Kent Newton, Bill Clevenger, Jason Drake and Bruce Frantz voted aye. Motion carried.

SUBJECT: Ordinance Allowing a Conditional Use Permit (CUP) in the AG Agriculture District to allow for a Horse Stable with a Riding Arena at 4075 N Greenswitch Rd.

ATTACHMENTS:

Description	Type
Ordinance	Ordinance

ORDINANCE NO. _____

ORDINANCE GRANTING A CONDITIONAL USE PERMIT (CUP) IN THE AG AGRICULTURE DISTRICT TO ALLOW FOR A HORSE STABLE WITH A RIDING ARENA
- 4075 NORTH GREENSWITCH ROAD -

WHEREAS, on the 4th day of March 2021, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of DAN CANTRELL for a Conditional Use Permit under the provision of Section XXIII.A.2 of the Zoning Ordinance to allow for Horse Stable with a Riding Arena in the AG Agriculture District on property located in the City of Decatur, Illinois and legally described as:

> Lot 3 of Sky Ranch Addition Number 2, as per Plat recorded in Book 500, Page 197 of the Records in the Recorder's Office of Macon County, Illinois.
>
> Permanent Index Number: 07-07-25-426-028

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

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

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

Section 2. That upon compliance with the site plan attached hereto and hereby made a part hereof as Exhibit A, said herein that a Conditional Use Permit be, and it is hereby, granted to DAN CANTRELL as the petitioner, and only to allow for a Horse Stable with a Riding Arena in the AG Agriculture District.

Section 3. That said Conditional Use Permit granted hereby, be, and it is hereby, made subject to the applicable provisions and requirements of Ordinance No. 3512, as amended, the same being the Zoning Ordinance of the City of Decatur, Illinois, and that the Zoning Map of said City be amended to show the granting and existence of the Conditional Use Permit.

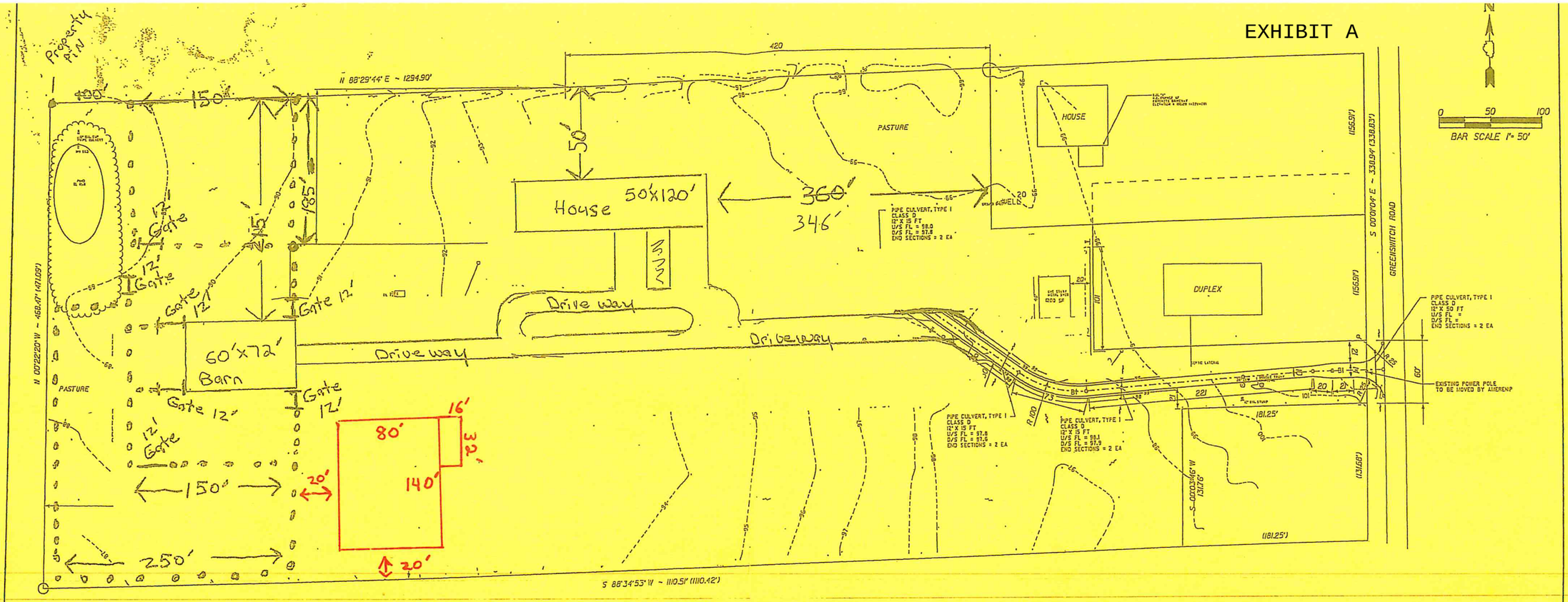
PRESENTED, PASSED, APPROVED AND RECORDED this 15th day of March, 2021.

_____
JULIE MOORE WOLFE, MAYOR

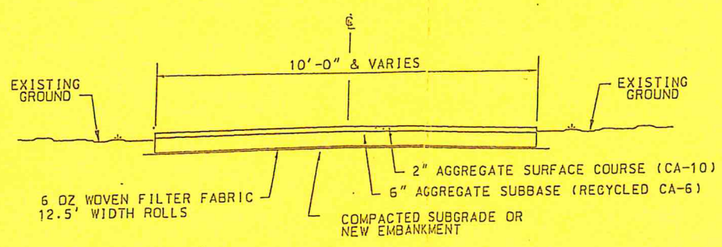
ATTEST:

_____
KIM ALTHOFF, CITY CLERK

EXHIBIT A



7) 12' Gates



PROPOSED DRIVEWAY SECTION

NOT TO SCALE

NOTE: SEE PLAN WHERE ROADWAY IS BUILT ON NEW EMBANKMENT.

DRIVEWAY QUANTITIES

BASE BID TOTAL AREA = 2,082 SY
ENTRANCE DRIVE INCL CIRCLE (B1) = 1,550 SY
DRIVE TO EXISTING SHED (B2) = 367 SY
DRIVE TO NEW ACCESSORY BUILDING (B3) = 165 SY

ALTERNATE BID TOTAL AREA = 425 SY
EAST DRIVE TO NEW ACCESSORY BUILDING (A1) = 250 SY
WEST DRIVE TO EXISTING SHED (A2) = 175 SY

LEGEND

— 101 — FINISH GRADE ELEVATION
--- 99 --- EXISTING GROUND CONTOURS (2006 SURVEY)
+102.50 PROPOSED SPOT ELEVATION - FINISH GRADE
—~> SURFACE FLOW DIRECTION

BENCHMARK DATA

NORTHEAST CORNER OF CONCRETE DRIVEWAY AT EXISTING HOUSE AT 4161 GREENSWITCH ROAD
ELEVATION = 100.00

SPECIAL DRIVEWAY CONSTRUCTION NOTES

1. IN EXISTING LAWN AREAS AND CULTIVATED AREAS, THE VEGETATION SHALL BE STRIPPED AND THE SUBGRADE PROOF ROLLED WITH A LOADED TANDEM AXLE TRUCK. THE STRIPPED MATERIAL MAY BE SPREAD ON SITE AT A LOCATION SPECIFIED BY THE OWNER. NOTIFY THE OWNER OF AREAS THAT MAY NEED TO BE UNDERCUT AND FILLED WITH OVERSIZE ROCK. PROVIDE A $/TON ESTIMATE OF THE COST TO REMOVE UNSUITABLE MATERIAL AND REPLACE WITH 2"-3" STONE.
2. AFTER PLACING THE 6 OZ WOVEN FILTER FABRIC, A 6" LIFT OF CA-6 SHALL BE PLACED AND COMPACTED (RECYCLED ACCEPTABLE IF FREE OF METAL AND WOOD DEBRIS).
3. AFTER THE CONSTRUCTION OF THE HOUSE AND ACCESSORY BUILDING ARE SUBSTANTIALLY COMPLETE, THE EARTHWORK CONTRACTOR SHALL PLACE A 2" AGGREGATE SURFACE COURSE (CA-10). ANY AREAS THAT EXHIBIT RUTTING OR PUMPING SHALL BE CORRECTED PRIOR TO THE PLACEMENT OF THE SURFACE COURSE.

SPECIAL TOPSOIL NOTES

1. IN AREAS TO RECEIVE EMBANKMENT, THE EXISTING VEGETATION SHALL BE STRIPPED AND THE SUBSOIL PROOF ROLLED PRIOR TO PLACING THE FILL MATERIAL. AFTER THE FILL MATERIAL IS PLACED AND COMPACTED, A 6" LIFT OF TOPSOIL SHALL BE PLACED TO THE FINAL CONTOUR ELEVATIONS SHOWN AND THE FINE GRADED IN PREPARATION FOR SEEDING.

GENERAL EARTHWORK NOTES

1. ALL EARTHWORK AND EROSION CONTROL SHALL BE IN ACCORDANCE WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION 'STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION', ADOPTED JANUARY 1, 2002 UNLESS MODIFIED BY THE SPECIAL EARTHWORK NOTES.
2. THE LOCATIONS OF THE EXISTING UNDERGROUND UTILITIES WERE OBTAINED FROM FIELD SURVEYS AND CITY OF DECATUR RECORDS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL UNDERGROUND UTILITY LOCATIONS.
3. BEFORE STARTING ANY CONSTRUCTION ACTIVITIES THE CONTRACTOR SHALL CALL J.U.L.I.E. AT 1-800-892-0123 TO LOCATE UNDERGROUND UTILITIES.

R.W. LAWB & ASSOCIATES
P.O. BOX 163
400 WEST ROBERTS DRIVE
MT. ZION, ILLINOIS 62549
PHONE: 217-620-3323 FAX: 217-564-5565
DESIGN FIRM REGISTRATION NO. 184-003251

OnSite Engineering, LLC
3028 Lake Bluff Drive, Decatur, IL 62521
phone 217-972-4493 fax 217-428-1326
Design Firm Registration No. 184-004257
Steven M Baumann, P.E.

SITE PLAN

CANTRELL

SCALE: 1"=50'	DRAWN BY: SMB
DATE: 7/31/08	REVISED BY:
OWNER:	
DRAWING NO.: Siteplan2008.dgn	SHEET NO.: C-1

Public Works

DATE: 3/5/2021

MEMO: 2021-18

TO: **Honorable Mayor Julie Moore Wolfe and City Council Members**

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

SUBJECT: Resolution Authorizing Amendment #2 to the Local Public Agency Agreement for Federal Participation for Design Services for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks, City Project 2009-33 Section 09-00933-01-BR.

SUMMARY RECOMMENDATION:
It is recommended that the City Council approve the attached Resolution authorizing the Mayor to sign and the City Clerk to attest to Amendment #2 to the Local Public Agency Agreement for Federal Participation for design services for the Brush College Road / Faries Parkway railroad grade separation. Amendment #2 authorizes an additional $575,745, for a total of $1,525,745, in Grade Crossing Protection Funds to reimburse the City for design services. In March 2020, the City Council approved $950,000 in Grade Crossing Protection Funds and $2.4 million in Illinois Competitive Freight Program funds, to reimburse the City for design services.

BACKGROUND:
On June 5, 2018, the City received the announcement of the award of a $25 million grant through the Illinois Competitive Freight Program for the Brush College / Faries Parkway Grade Separation Project. On November 20, 2017, the Illinois Commerce Commission informed the City that $12 million in Grade Crossing Protection Funds had been programmed for the construction of the Brush College Grade Separation. On January 21, 2020, the ICC approved the release of $2,950,000 of the $12 million to fund engineering design services and utility relocation costs for the project.

On October 1, 2018, the City Council approved a professional engineering services agreement between the City of Decatur and AECOM Technical Services, Inc., (AECOM) to perform design services for the Brush College Road / Faries Parkway railroad grade separation project for a fee of $3,349,667. On September 8, 2020, the Council approved Supplement #1 to the Design Services Agreement which added $576,078 to increase the approved design fee from $3,349,667 to $3,925,745. Amendment #2 to the Local Agency Agreement authorizes an additional $575,745

in Grade Crossing Protection Funds for a total of $1,525,745 for design services as the City's match for the authorized Freight Grant funding.

With the approval of Amendment #2, 100% of the current design costs for the Brush College project are being reimbursed by Federal and State funding.

The Project has progressed to a 99% design completion with final comments being received by the Illinois Department of Transportation, the City, the Norfolk & Southern Railroad, and the Illinois Central Railroad. The current construction cost estimate stands at $39.24 million which is about $3.2 million less than was projected in the 60% estimate. The funding gap still stands at about $15.2 million.

To make up the funding gap, additional funds are being requested from the following sources:

Freight Grant	$8 million
Grade Crossing Protection Fund	$3 million
Illinois Jobs Now! Grant	$1.5 million
Norfolk Southern Railroad	$1 million

The City is nearing an agreement with the Norfolk Southern Railroad on a possible $1 million contribution which will open the way for the Illinois Commerce Commission to act on the remaining Grade Crossing Protection Funds.

They recommended action amends the City-State agreement to reflect and incorporate these changes.

PRIOR COUNCIL ACTION:
See Appendix A for prior Council action on this item.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES: AECOM, Illinois Department of Transportation

STAFF REFERENCE: Matt Newell, Public Works Director. Matt will attend the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS:
Budget Impact: Amendment #2 to increases the allocation of Grade Crossing Protection Funds to cover all remaining design services costs.

Staffing Impact: Staff time is allocated to manage this project.

ATTACHMENTS:

Description	Type

Resolution Authorizing Amendment #2 to the Local Public Agency Agreement for Federal Participation for Design Services for the Improvement of Brush College Road	Resolution Letter
Location Map	Backup Material

CITY OF DECATUR
Section No.: 09-00933-01-BR
Job No.: D-97-009-19
Amendment #2

RESOLUTION NO. _____

RESOLUTION AUTHORIZING AMENDMENT #2 TO THE LOCAL PUBLIC AGENCY AGREEMENT FOR FEDERAL PARTICIPATION FOR DESIGN SERVICES FOR THE IMPROVEMENT OF BRUSH COLLEGE ROAD OVER FARIES PARKWAY AND THE NORFOLK SOUTHERN RAILROAD TRACKS
CITY PROJECT 2009-33
SECTION 09-00933-01-BR

WHEREAS, the City of Decatur endeavors to improve a segment of Brush College Road by construction of a grade separation at Faries Parkway, that is approximately 0.01 miles in length and known to the Illinois Department of Transportation as MFT Section Number 09-00933-01-BR and State Job Number D-97-009-19.

WHEREAS, the cost of said improvement has necessitated the use of federal funds, and;

WHEREAS, the federal fund source requires a match of local funds, and;

WHEREAS, the use of federal funds requires a joint funding AGREEMENT with the Department of Transportation.

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

Section 1. That the City Council of the City of Decatur, Illinois authorizes Amendment #2 to the Local Public Agency Agreement for Federal Participation for five hundred, seventy-five thousand, seven hundred forty-five dollars ($575,745) in Grade Crossing Protection Funds for design services for the aforementioned project known as Section Number 09-00933-01-BR.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute the above-mentioned Amendment #2 to the Local Public Agency Agreement for Federal Participation and any other such documents related to advancement and completion of said project, hereto attached as Exhibit A.

PRESENTED and ADOPTED this 15th day of March 2021.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

Illinois Department of Transportation

Local Public Agency Amendment # 2 for Federal Participation

Exhibit A

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
City of Decatur	Macon	09-00933-01-BR

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
NHFP/GCPF		DUATS	DEC19-09

☐ Construction on State Letting ☐ Construction Local Letting ☐ Day Labor ☒ Local Administered Engineering ☐ Right-of-Way

Construction		Engineering		Right of Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		D-97-009-19	6WGY(165)		

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "**LPA**" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "**STATE**". The **STATE** and **LPA** jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the **LPA** and approved by the **STATE** using the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "**FHWA**".

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	Stationing To
Brush College Road	FAU 7448	0.01 mi.	2.93	2.94

Location Termini

Over Faries Parkway and Norfolk Southern Railroad

Current Jurisdiction	Existing Structure Number(s)
City of Decatur	N/A

Add Location

Remove

LOCAL PUBLIC AGENCY APPROPRIATION

For Amendments Increasing the LPA share: By execution of this Amendment, the LPA attests that additional moneys have been appropriated or reserved by resolution or ordinance to fund the additional share of **LPA** project costs. A copy of the resolution or ordinance is attached as an addendum (**required for increases to state-let contracts only**).

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

	X	1.	Location Map
	X	2.	Division of Cost
-			

Add Row

BE IT MUTUALLY AGREED that all remaining provisions of the original agreement not altered by the amendment shall remain in full force and effect and the amendment shall be binding upon the inure to the benefit of the parties hereto, their successor and assigns.

The **LPA** further agrees as a condition of payment, that it accepts and will comply with the application provisions set forth in this amendment and all addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Julie Moore Wolfe

Title of Official

Mayor

Signature | Date

The above signature certifies the agency's Tin number is

376001308 conducting business as a Governmental Entity.

Duns Number 075613000

APPROVED

State of Illinois
Department of Transportation

Omer Osman P.E., Acting Secretary | Date

By:

Director of Planning & Programming | Date

Director of Planning & Programming | Date

Philip C. Kaufmann, Chief Counsel | Date

Joanne Woodworth, Acting Chief Fiscal Officer | Date

NOTE: if the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

ADDENDA NUMBER 2

Local Public Agency	County	Section Number
City of Decatur	Macon	09-00933-01-BR

Construction		Engineering		Right of Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		D-97-009-19	6WGY(165)		

DIVISION OF COST

	Federal Funds			State Funds			Local Public Agency			
Type of Work	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	Totals
Preliminary Engineering	NHFP	$2,400,000.00	*	GCPF	$1,525,745.00	**	Local		BAL	$3,925,745.00
Total		$2,400,000.00	Total		$1,525,745.00	Total				$3,925,745.00

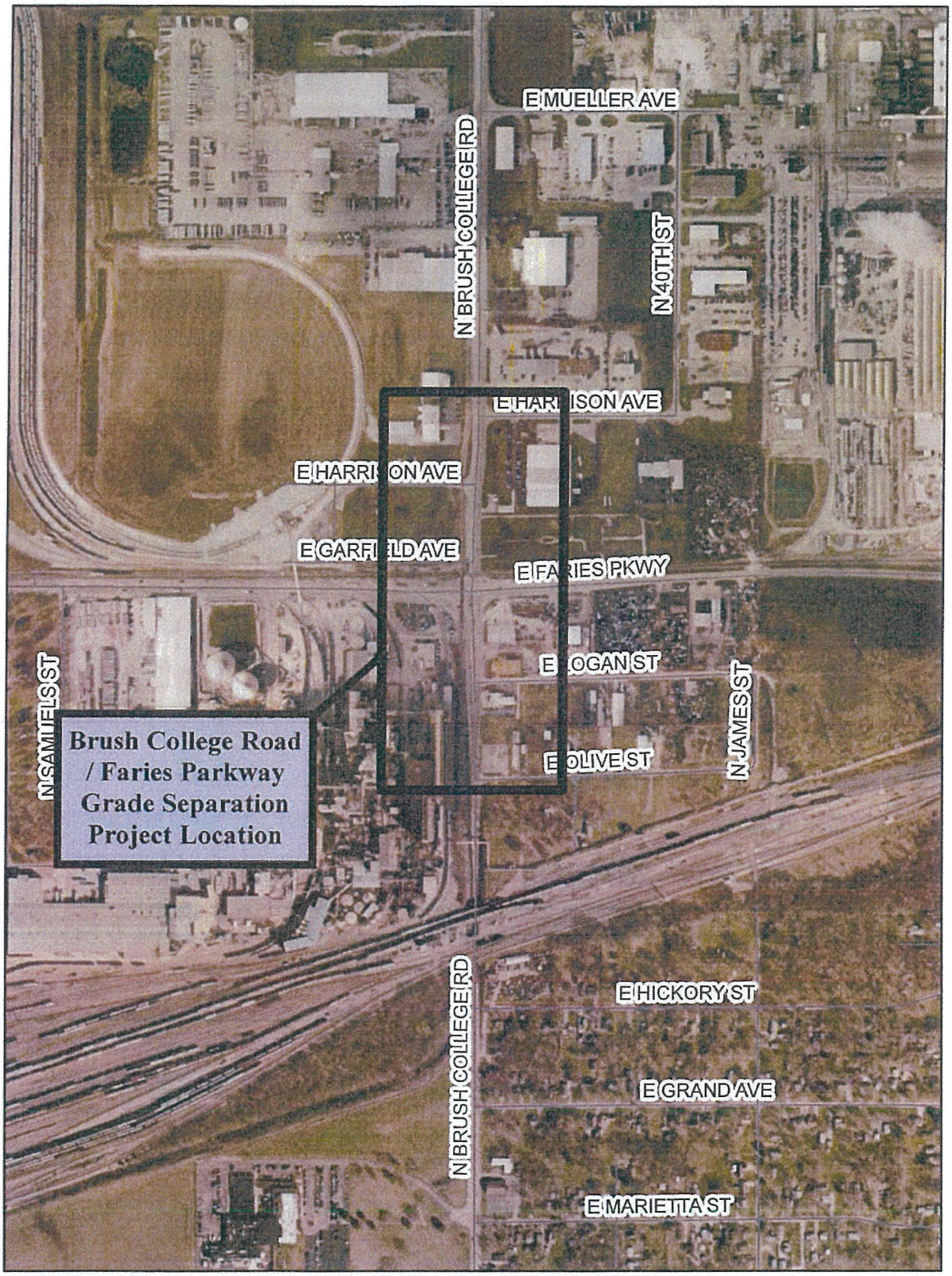
Add

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

*80% NHFP funding NTE $2,400,000
**GCPF NTE $1,525,745

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final **LPA** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

ADDENDA NUMBER 1



BRUSH COLLEGE ROAD IMPROVEMENT PROJECT

Public Works

DATE: 3/8/2021

MEMO: 2021-24

TO: **Honorable Mayor Moore Wolfe and City Council Members**

FROM: **Scot Wrighton, 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 $728,000.00 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 ($500,000),
- Providing concrete for street maintenance work performed by City forces ($20,000),
- Purchasing road salt to support the City's winter maintenance operations ($158,000),
- Pavement striping on streets in cooperation with the Macon County Highway Department ($10,000),
- Providing asphalt for street maintenance work performed by City forces ($20,000),
- Traffic signal cabinet maintenance ($20,000).

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 and Macon County Highway Department reimburse the City for a portion of the maintenance work, materials, and electricity costs incurred for maintaining traffic signals located on State and County 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 2021 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. Historically, City crews can 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 winter snow and ice operations. 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, the State MFT allocation was increased to include funding to purchase road salt. This year's salt purchase was budgeted at $158,000 in the 2021 Capital Improvement Plan.

Striping
Starting in 2017, the City has partnered with the County to stripe various 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 Boyd Road and Rt 48, Country Club and Lost Bridge, and Brush College and Faries Parkway.

Asphalt
Starting in 2018, the City began purchasing asphalt using State MFT funds to increase the street maintenance funds allocated in the General Fund. As the City's overall street conditions decline, the amount the City expends for pothole repairs will continue to increase.

Traffic Signal Cabinet Maintenance
Staring in 2020, the City began budgeting for traffic signal controllers to upgrade City owned traffic signal controllers and provide spare parts to decrease the downtime due to accident or failure. Most of the City's traffic signal cabinets are 15-20 years old and are in need of replacement.

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

POTENTIAL OBJECTIONS: 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: State MFT funds allocated by this resolution are $728,000.00 and are expended through the year in support of the identified operations.

Staffing Impact: Staffing time is allocated for these operations.

ATTACHMENTS:

Description	Type
Resolution to Appropriate Motor Fuel Tax Funds For Traffic Signal Maintenance and Street Maintenance	Resolution Letter

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 $728,000.00 of Motor Fuel Tax funds for the purpose of traffic signal maintenance, the purchase of concrete for street maintenance, the purchase of road salt, striping of City streets, the purchase of asphalt for street maintenance, and traffic signal cabinet maintenance for the City of Decatur, Illinois, from January 1, 2021 to December 31, 2021.

Section 2. That traffic signal maintenance, the purchase of concrete for street maintenance, the purchase of road salt, striping of City roads, the purchase of asphalt for street maintenance, traffic signal cabinet maintenance 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 14222 forms, attached hereto as Exhibit A 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 15th day of March 2021.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

I, Kim Althoff Clerk in and for the City
(City, Town or Village)

of Decatur, County of Macon

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 15th, 2021
(Council or President and Board of Trustees) Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 15th day of March, 2021 .

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

Approved

_____
Regional Engineer
Department of Transportation

_____
Date

Illinois Department of Transportation

Exhibit A

Local Public Agency General Maintenance

Estimate of Maintenance Costs

Submittal Type: Original

Local Public Agency	County	Section Number	Maintenance Period Beginning	Maintenance Period Ending
City of Decatur	Macon	21-00000-00-GM	01/01/21	12/31/21

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
Traffic			Traffic Signal Maintenance					$500,000.00
Traffic			Traffic Controller Cabnients					$20,000.00
Streets			Concrete					$20,000.00
Streets			Asphalt					$20,000.00
Streets			Striping					$10,000.00
Streets			Salt					$158,000.00
							Total Operation Cost	$728,000.00

Estimate of Maintenance Costs Summary

Maintenance	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Local Public Agency Labor	$500,000.00			$500,000.00
Local Public Agency Equipment	$20,000.00			$20,000.00
Materials/Contracts(Non Bid Items)	$208,000.00			$208,000.00
Materials/Deliver & Install/Materials Quotations (Bid Items)	$0.00			$0.00
Formal Contract (Bid Items)	$0.00			$0.00
Maintenance Total	$728,000.00			$728,000.00

Estimated Maintenance Eng Costs Summary

Maintenance Engineering	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Preliminary Engineering	$0.00			$0.00
Engineering Inspection	$0.00			$0.00
Material Testing	$0.00			$0.00
Advertising	$0.00			$0.00
Bridge Inspection Engineering	$0.00			$0.00
Maintenance Engineering Total	$0.00			$0.00
Total Estimated Maintenance	$728,000.00			$728,000.00

Remarks

Estimate of Maintenance Costs

Submittal Type: Original

Local Public Agency	County	Section	Maintenance Period Beginning	Maintenance Period Ending
City of Decatur	Macon	21-00000-00-GM	01/01/21	12/31/21

SUBMITTED

Local Public Agency Official

Date

Title

County Engineer/Superintendent of Highways

Date

APPROVED

Regional Engineer
Department of Transportation

Date

Engineering

DATE: 3/5/2021

MEMO: 2021-28

TO: **Honorable Mayor Julie Moore Wolfe and City Council Members**

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

SUBJECT: Resolution to Appropriate Motor Fuel Tax Funds for Restoration of Streets and Highways by Municipality Under the Illinois Highway Code, City Project 2021-11

SUMMARY RECOMMENDATION: Please refer to Council Memo 2021-28.

ATTACHMENTS:

Description	Type
Resolution to Appropriate Motor Fuel Tax Funds 2021-11	Resolution Letter

RESOLUTION NO. _____

RESOLUTION TO APPROPRIATE MOTOR FUEL TAX FUNDS FOR RESTORATION OF STREETS AND HIGHWAYS BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE CITY PROJECT 2021-11

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 $1,450,000.00 of State Motor Fuel Tax funds for the purpose of rehabilitating streets and highways under the applicable provisions of the Illinois Highway Code.

Section 2. That only those streets, highways; and operations as listed and described as part of the City's Street Restoration Project, are eligible for State Motor Fuel Tax funds and shall be designated as Section 21-00111-00-RP.

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

Section 4. That the Clerk shall immediately transmit four original certified copies of BLR 09110 forms, attached hereto as Exhibit A 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 15th day of March, 2021.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

Exhibit A

Illinois Department of Transportation

Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

☐ Yes ☒ No

Resolution Type	Resolution Number	Section Number
Original		21-00111-00-RP

BE IT RESOLVED, by the Council (Governing Body Type) of the City (Local Public Agency Type) of Decatur (Name of Local Public Agency) Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract (Contract or Day Labor).

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Various Streets	1.42			

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Class B patches and concrete base repair under brick pavement

2. That there is hereby appropriated the sum of One Million Four Hundred and Fifty Thousand and 00/100 Dollars ($1,450,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Kim Althoff (Name of Clerk) City (Local Public Agency Type) Clerk in and for said City (Local Public Agency Type) of Decatur (Name of Local Public Agency) in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by Council (Governing Body Type) of Decatur (Name of Local Public Agency) at a meeting held on _____ (Date).

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ (Day) day of _____ (Month, Year).

(SEAL)

Clerk Signature _____ Date _____

Approved

Regional Engineer
Department of Transportation _____ Date _____

Public Works

DATE: 3/5/2021

MEMO: 2021-28

TO: **Honorable Mayor Julie Moore Wolfe and City Council Members**

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

SUBJECT: Resolution to Appropriate Motor Fuel Tax Funds for Restoration of Streets and Highways by Municipality Under the Illinois Highway Code
City Projects 2021-08

SUMMARY RECOMMENDATION:
It is recommended that the City Council approve the attached Resolutions authorizing the Mayor to sign and the City Clerk to attest to the following:

1. Appropriating $950,000 in State Motor Fuel Tax (MFT) funds for the proposed 2021 Street Restoration project, City Project 2021-08; and

2. Appropriating $1,450,000 in State MFT funds for the proposed 2021 Concrete and Brick Street Rehabilitation project, City Project 2021-11.

BACKGROUND:
State Motor Fuel Taxes are levied and collected by the State of Illinois; funds are allocated to local agencies and are administered by the Illinois Department of Transportation (IDOT). The City is required to adopt a resolution specifying the allocation of State MFT funds to their intended projects. IDOT must receive an MFT appropriation before they will approve the expenditure of State MFT money.

2021 Street Restoration Project 2021-08
The first resolution appropriates $950,000 in State MFT funds for asphalt street work for the proposed 2021 Street Restoration project, City Project 2021-08. The Street Restoration project is part of the annual maintenance program that generally consists of milling off a portion of an existing asphalt street surface and placing new asphalt that restores the integrity of the street surface. The 2021-08 project will perform mill and overlay work on two sections of Jasper Street and overlay a section of concrete on Airport Road just north of U.S. 36.

The proposed street list for asphalt rehabilitation is as follows (see attached location map):

			Surface		**Length**

Street	Begin	End	Treatment	Length (feet)	(Lane Miles)
S. Jasper Street	E. Lake Shore Dr.	E. Cantrell St.	Mill and Overlay	2,530	1.44
N/S Jasper Street	E. Wood St.	E. Eldorado St.	Mill and Overlay	1,965	0.74
Airport Road	US Route 36	End of Concrete	Concrete Overlay	1,100	0.42
			Total Length	**5,595**	**2.6**

2021 Concrete and Brick Street Rehabilitation Project 2021-11
The second resolution appropriates $1,450,000 in State MFT funds for concrete and brick street work for the proposed 2021 Concrete and Brick Street Rehabilitation project, City Project 2021-11. The Concrete and Brick Street project is being prepared as a separate project from the annual Street Restoration project, because of the amount of concrete street patches being proposed this year. The 2021-11 project will perform concrete patching work on three streets. It will also repair the concrete base under the westbound lane of W. Main Street in front of Millikin's campus while salvaging and re-laying the bricks. The bricks in the westbound lane have become uneven and have popped out in some cases suggesting an issue with the base supporting the bricks. The eastbound lane does not exhibit the same problems; however, the bricks will be removed and new bricks, or salvaged old bricks, will be re-laid across the entire width of the road allowing Staff to inspect the condition of the base in the eastbound lane.

The proposed locations for concrete patching and concrete base repair are as follows (see attached location map):

Street	Location	Treatment	Length of road (feet)	Length (Lane Miles)
W. Main Street	300 feet E. of Fairview Ave. to 350 feet W. of Oakland Ave.	Concrete Base Repair Under Bricks	472	0.09
N. MacArthur Road	Between MacArthur Bridge to Arbor Dr.	Concrete Patches	2,100	0.80
N. 27th Street	Between Kile St. to ILL Route 48	Concrete Patches	3,850	2.92
Airport Road	US Route 36 to End of Concrete Pavement	Concrete Patches	1,100	0.42
	Total Length		**7,522**	**4.23**

Streets on this list will require full or partial street closures. It is anticipated that W. Main Street will need to be closed for approximately three to four weeks. 27th Street will be reduced to single lanes in each direction. The rest will see partial closures with either one-way or flagger assisted traffic.

PRIOR COUNCIL ACTION:
Each year the City Council approves the appropriation of State MFT funds for street improvement work. State MFT funds are allocated for street improvement work as part of the Fiscal Year 2021 Capital Improvement Plan.

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

INPUT FROM OTHER SOURCES:
Illinois Department of Transportation

LEGAL REVIEW: Legal review of the State Motor Fuel Tax appropriation is not required.

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

BUDGET/TIME IMPLICATIONS: 1. **Budget Impact:** The two proposed resolutions appropriate a total of $2,400,000 in State Motor Fuel Tax funds for street projects. The State Motor Fuel Tax increase in 2019 increased State MFT revenues to the City by approximately $1.3 million a year to around $3.2 million.

2. **Staffing Impact**: Staff time has been allocated for managing these projects.

SCHEDULE: Design work for the 2021 Street Restoration Project and 2021 Concrete and Brick Street Rehab Project is underway and the plans are currently being reviewed by IDOT. Both projects are planned to begin around the month of June.

ATTACHMENTS:

Description	Type
Resolution to Appropriate Motor Fuel Tax Funds 2021-08	Resolution Letter
Location Maps	Backup Material

RESOLUTION NO. _____

RESOLUTION TO APPROPRIATE MOTOR FUEL TAX FUNDS FOR RESTORATION OF STREETS AND HIGHWAYS BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE CITY PROJECT 2021-08

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 $950,000.00 of State Motor Fuel Tax funds for the purpose of resurfacing streets and highways under the applicable provisions of the Illinois Highway Code.

Section 2. That only those streets, highways; and operations as listed and described as part of the City's Street Restoration Project, are eligible for State Motor Fuel Tax funds and shall be designated as Section 21-00108-00-FP.

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

Section 4. That the Clerk shall immediately transmit four original certified copies of BLR 09110 forms, attached hereto as Exhibit A 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 15th day of March, 2021.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

Exhibit A

Illinois Department of Transportation

Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

☐ Yes ☒ No

Resolution Type	Resolution Number	Section Number
Original		21-00108-00-FP

BE IT RESOLVED, by the Council (Governing Body Type) of the City (Local Public Agency Type) of Decatur (Name of Local Public Agency) Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract (Contract or Day Labor).

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Various Streets	1.05			

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Mill and Overlay resurfacing with base failure patching along Jasper Street in two separate locations. Overlay a portion of Airport Road north of US 36.

2. That there is hereby appropriated the sum of Nine Hundred and Fifty Thousand and 00/100 Dollars ($950,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Kim Althoff (Name of Clerk) City (Local Public Agency Type) Clerk in and for said City (Local Public Agency Type) of Decatur (Name of Local Public Agency) in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by Council (Governing Body Type) of Decatur (Name of Local Public Agency) at a meeting held on _____ (Date).

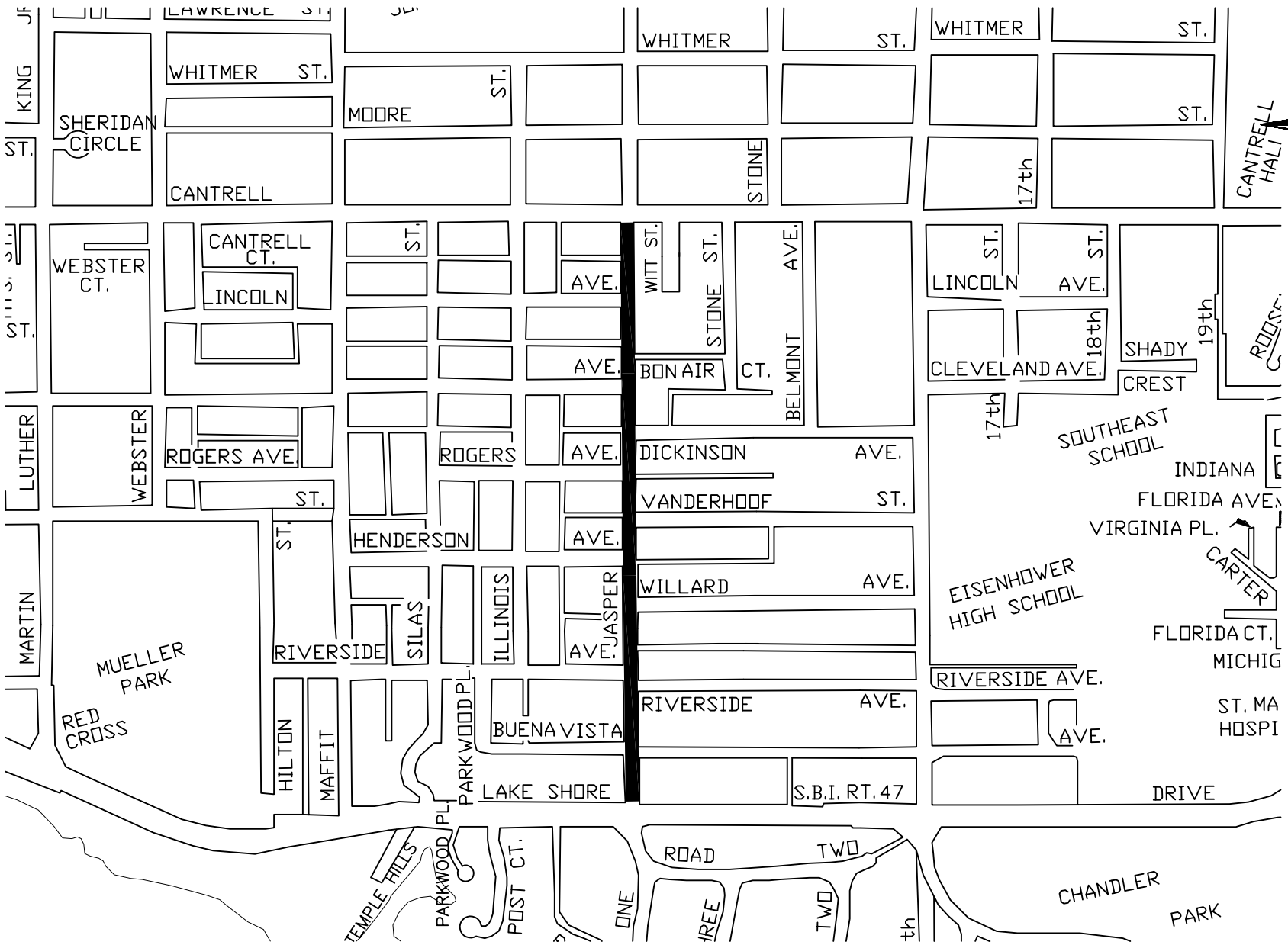
IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ (Day) day of _____ (Month, Year).

(SEAL)

Clerk Signature _____ Date _____

Approved

Regional Engineer
Department of Transportation _____ Date _____



LEGEND

JASPER STREET, LAKE SHORE DR TO CANTRELL - 1 1/2" MILL & HMA SURFACE COURSE

K:\Common\CVCPW\2021 City Projects\2021-08 Annual Street Restoration\Plans\2021-08 Location Maps.dwg

LEGEND

JASPER STREET, WOOD ST TO ELDORADO ST - 1 1/2" MILL & HMA SURFACE COURSE

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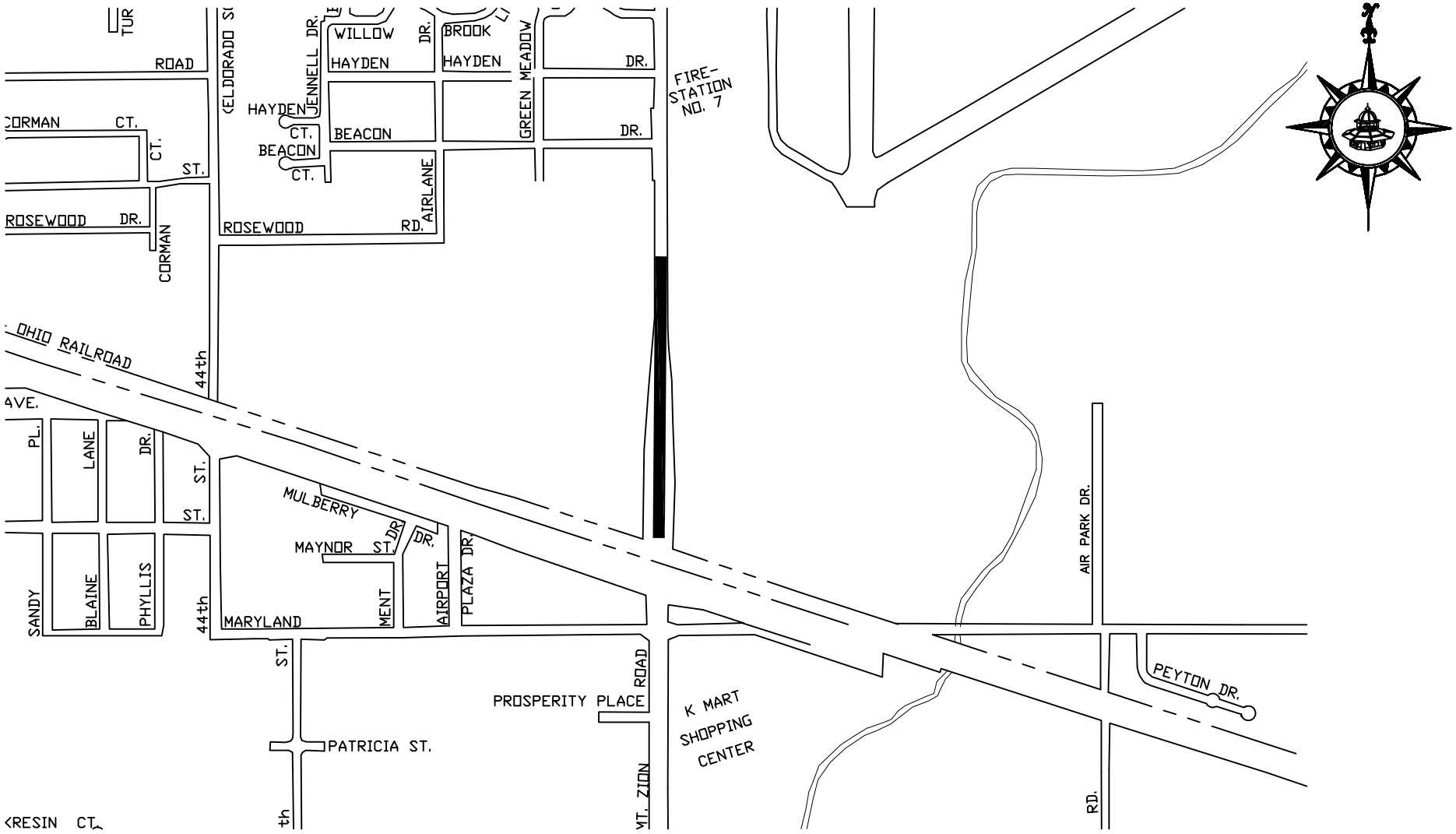

LEGEND

AIRPORT ROAD - CLASS B PATCHES & 1 1/2" HMA SURFACE COURSE

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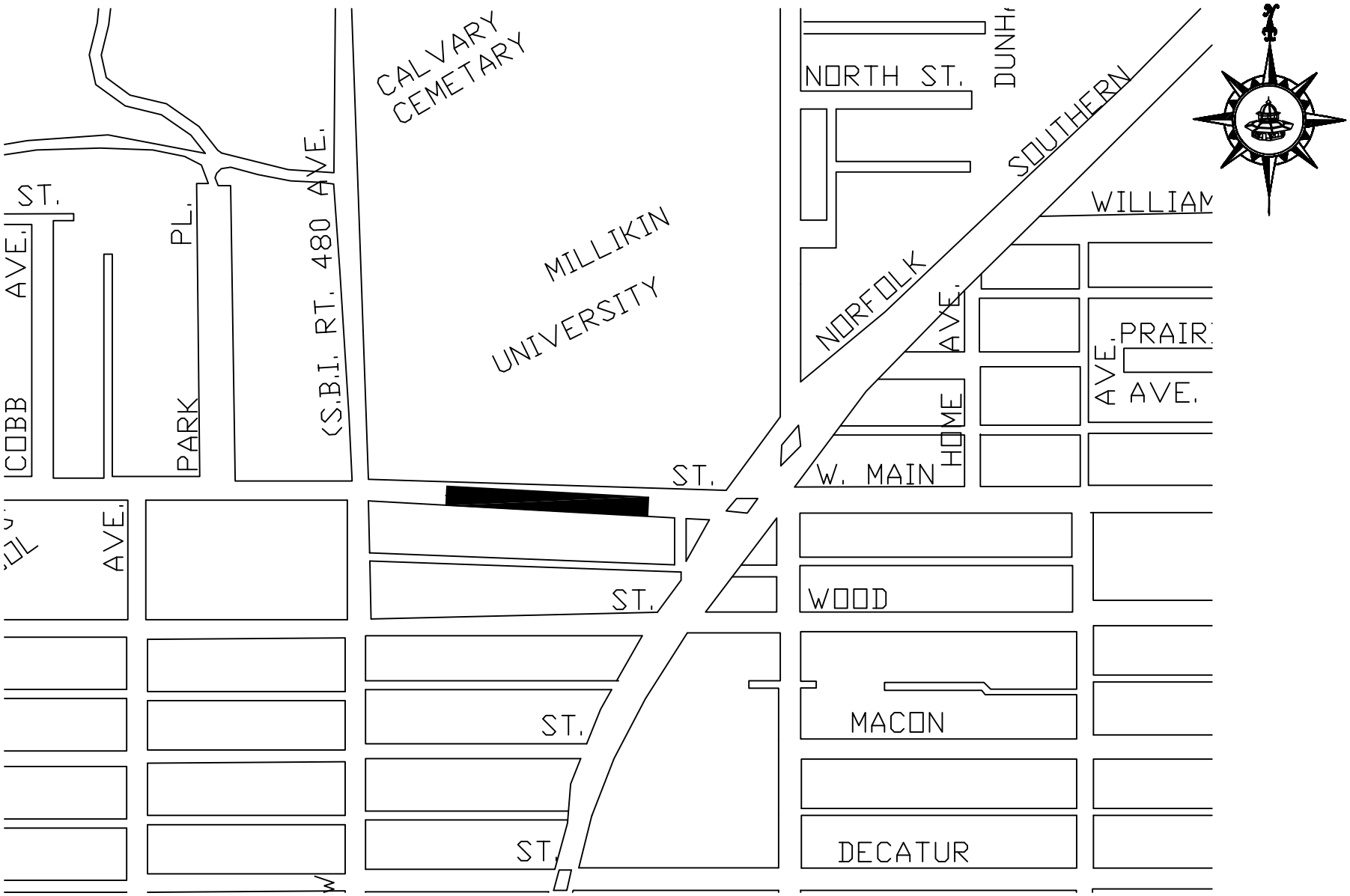
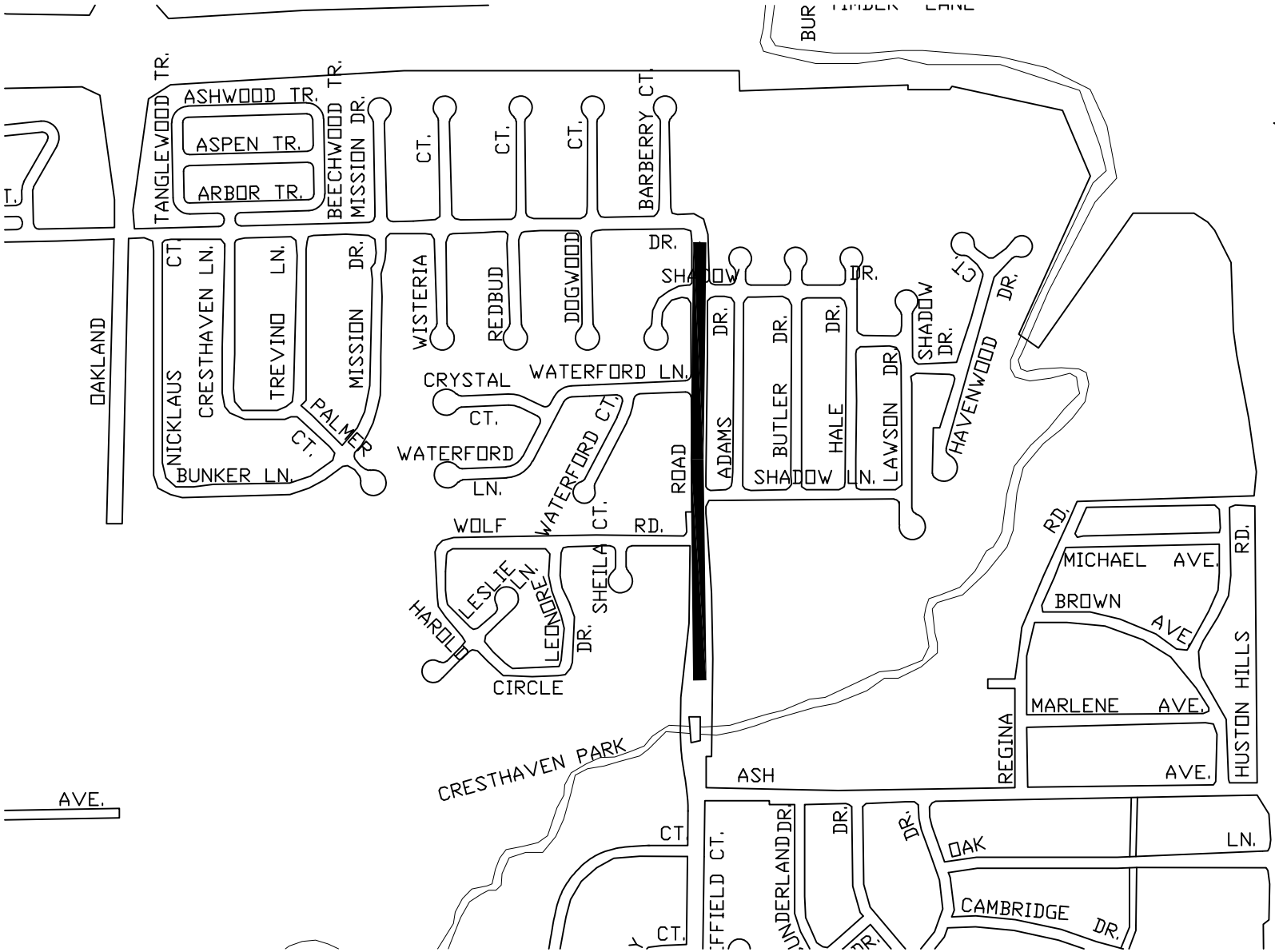


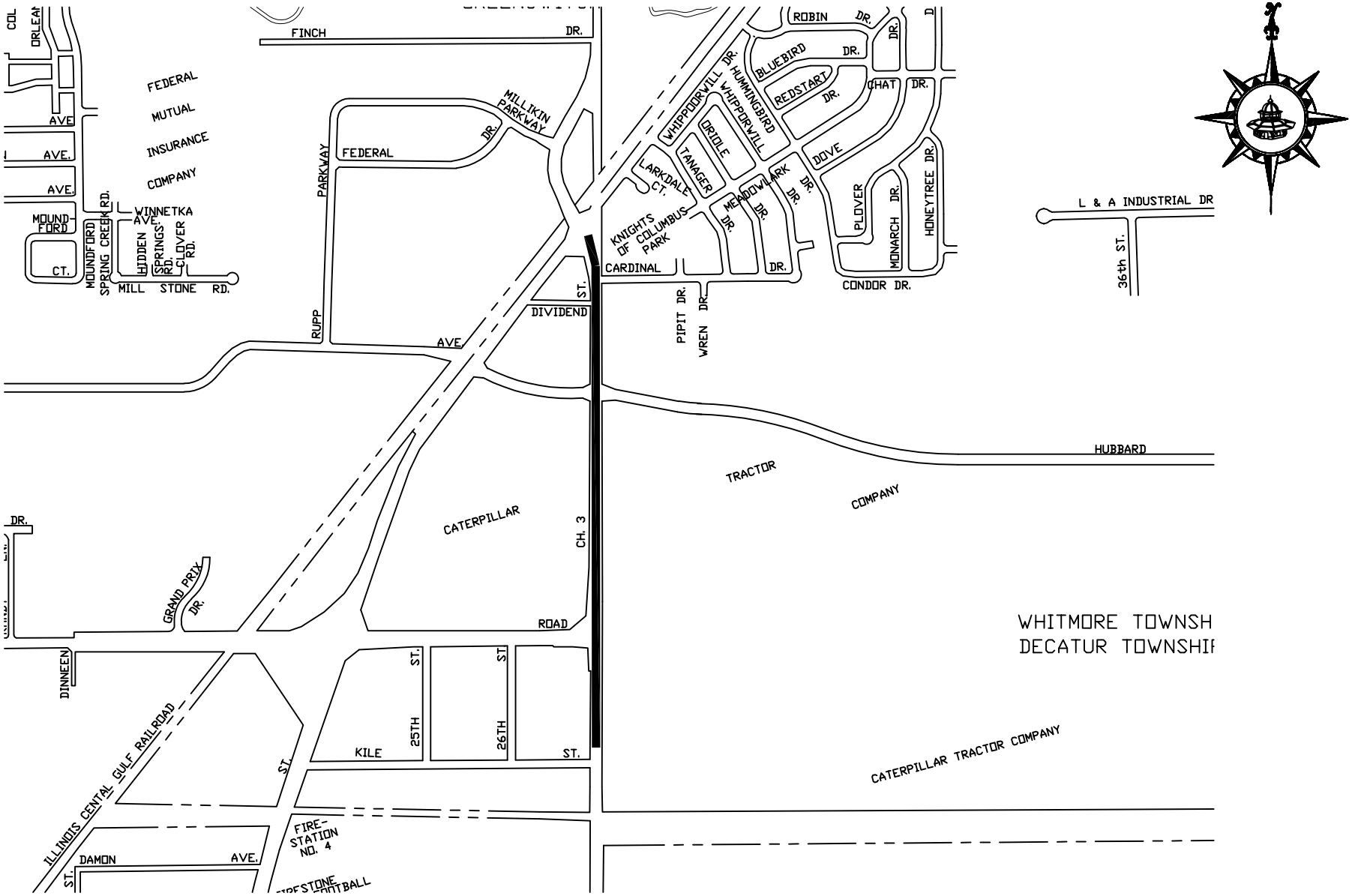
LEGEND

W. MAIN STREET- BASE COURSE REPLACE, WB LANE
BRICK PAVERS REMOVE/SALVAGE/REPLACE, FULL WIDTH



LEGEND

MACARTHUR ROAD - BRIDGE TO ARBOR DR - CLASS B PATCHES



LEGEND

27TH STREET - KILE ST TO ILL RTE 48 - CLASS B PATCHES

Police Department

DATE: 2/26/2021

MEMO: 21-09

TO: The Honorable Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
James E. Getz, Jr., Police Chief
Jim Edwards, IT Director

SUBJECT: Resolution Authorizing a Lease Agreement Between the City of Decatur and Flock Safety for the Deployment of 60 LPR Cameras in City Neighborhoods and Adjacent Thoroughfares.

SUMMARY RECOMMENDATION:
It is recommended that the City Council approve a Lease Agreement with Flock Safety to lease 60 License Plate Reader (LPR) Cameras for deployment in neighborhoods, and adjacent to major thoroughfares. The recommended lease is for 3 years with a first-year startup cost of $165,000. The cost would be $150,000 each year for the following two years. As proposed, the entire first-year expenditure would require no use of General Fund monies in 2021.

BACKGROUND:
The City of Decatur Police Department continues to recognize the need for, and value of, street surveillance cameras to help solve and reduce crime. Street surveillance camera systems, when strategically placed, can assist the Decatur Police Department solve cases.

The City Council has inquired about the use of street surveillance during several council meetings.

The IT Department researched and found this product which we believe is the best option.

PRIOR COUNCIL ACTION: No Action

POTENTIAL OBJECTIONS: None Anticipated

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Chief James E. Getz Jr. , 424-2745, jgetz@decaturil.gov Jim

Edwards, IT Director, 424-2703, jedwards@decaturil.gov

BUDGET/TIME IMPLICATIONS:
No General Fund Monies in 2021
Anticipated General Fund expenses in 2022 and 2023

ATTACHMENTS:

Description	Type
Staff Report	Exhibit
Resolution	Resolution Letter
Flock Contract Agreement	Exhibit
Flock Safety Presentation	Exhibit

Date: **February 25, 2021**

To: Mayor Julie Moore Wolfe
Decatur City Council Members

From: City Manager Scot Wrighton
Chief James E. Getz Jr.
Jim Edwards, IT Director

Subject: Lease Agreement for Flock Safety LPR

BRIEFING MEMO

RECOMMENDED ACTION:

It is recommended that the City Council approve a Lease Agreement with Flock Safety to lease 60 License Plate Reader (LPR) Cameras for deployment in neighborhoods, and adjacent to major thoroughfares. The recommended lease is for 3 years with a first-year startup cost of $165,000. The cost would be $150,000 each year for the following two years. As proposed, the entire first-year expenditure would require no use of General Fund monies in 2021.

BACKGROUND:

The City of Decatur Police Department continues to recognize the need for, and value of, street surveillance cameras to help solve and reduce crime. Street surveillance camera systems, when strategically placed, can assist the Decatur Police Department solve cases.

In November of 2020, during council study sessions concerning the police budget, several council members inquired about the purchase and deployment of street cameras to help investigate cases and reduce crime. At that time, the budget only supported surveillance camera deployment expenditures in the Johns Hill Neighborhood as part of the overall Johns Hill project. City staff was also desirous of conducting more analysis into camera surveillance strategies and methods in a limited area before any large-scale deployment throughout the city. Since then, IT and police staff have continued to analyze the best surveillance camera solutions for Decatur and best practices for their deployment and use. Additionally, there is a greater than anticipated surplus in the city's DUI account that can be used to fund a larger deployment of cameras (about one-third of the cameras will be funded by the Buffett Foundation's Johns Hill Revitalization grant as originally proposed; and the other two-thirds would be installed in other locations and funded with DUI funds).

Proposed locations, both inside and outside the Johns Hill neighborhood, have been tentatively selected based on most recent heat maps produced by the Decatur Police Department Crime Analysis Unit, that identifies high shooting, violent crime and homicide prone areas. Flock

personnel have also provided input on preferred locations for camera deployment, and they will also do on-sight analyses before the LPR's are put in place (if approved by the council).

The Chief of Police, the IT Director and other staff have met several times with Flock Safety via webinars. The Chief of Police and IT Director believe the leasing of the LPR Cameras is the best and most efficient option for the City's Neighborhood Camera Project. The lease opportunity allows this project to be a turnkey operation with a pilot program beginning in early summer. This would allow the City to take advantage of a 60-day pilot program with at least the 40 non-Johns Hill cameras in place during the high crime period of the summer. The Johns Hill project's cameras will be installed in coordination with other infrastructure improvements being made this summer in the Johns Hill neighborhood. Staff has not yet determined if it will be possible to install all of the cameras at about the same time.

As part of the staff research, the Chief of Police has spoken to several police departments that have this same system in place. All have been very complimentary of the system. One Illinois police department had 10 cameras installed in June of 2020. The cameras were integral in solving 2 homicides and 1 armed robbery in the first six months. This local police department is currently adding 15 more cameras.

Approval of the proposed lease will require amendment of the budget at a later date.

RESOLUTION NO. R2020-_____

RESOLUTION AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF DECATUR AND FLOCK SAFETY FOR THE DEPLOYMENT OF 60 LPR CAMERAS IN THE CITY NEIGHBORHOODS AND ADJACENT THOROUGHFARES

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

Section 1. That the lease agreement presented to the City Council herewith from FLOCK SAFETY for the lease of 60 LPR Cameras for the years 2021, 2022 and 2023 be, and the same is hereby, received, placed on file and approved.

Section 2. That the City Manager or his designee be, and they are hereby, authorized and directed to execute said lease payments on behalf of the City of Decatur to Flock Safety in an amount not to exceed $165,000 for the year of 2021, $150,000 for each of the years of 2022 and 2023.

PRESENTED and ADOPTED this ____ day of March 2021.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. ("**Flock**") and the customer identified below ("**Customer**") (each of Flock and Customer, a "**Party**"). This order form ("**Order Form**") hereby incorporates and includes the "GOVERNMENT AGENCY CUSTOMER AGREEMENT" attached (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the "**Effective Date**").

Customer:	Contact Name:
Address:	Phone: E-Mail:
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 36 Renewal Term: 12 Months	Billing Term: Annual payment due Net 30 per terms and conditions

flock safety

Name	Price	QTY	Subtotal
(Includes one-time fees)			
Flock Falcon Camera Camera for evidence + real-time alerts to police. Used for high traffic and entrances / exits.	$2,500.00	60	$150,000.00
Implementation Fee Camera Implementation Fee	$250.00	60	$15,000.00

Year 1 Total **$165,000.00**

Recurring Total: $150,000

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

Flock Group Inc	**Customer:**
By: Name: Alex Latraverse Title: VP of Growth Date: 02/08/2021	By: Name: Title: Date:

EXHIBIT A

Statement of Work

Installation of Flock Camera on existing pole or Flock-supplied pole if required

flock safety

GOVERNMENT AGENCY CUSTOMER AGREEMENT

This Government Agency Agreement (this "**Agreement**") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 ("**Flock**") and the police department or government agency identified in the signature block below ("**Agency**") (each a "**Party**," and together, the "**Parties**").

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock's technology platform (the "**Flock Service**"), and upon detection, the Flock Service creates images and recordings of suspect vehicles (**"Footage"**) and can provide notifications to Agency upon the instructions of Non-Agency End User (**"Notifications"**);

WHEREAS, Agency desires to purchase, use and/or have installed access to the Flock Service in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock System (where there is an investigative purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, because Footage is stored for no longer than 30 days in compliance with Flock's records retention policy, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the purpose of crime awareness and prevention by police departments and archiving for evidence gathering ("Purpose").

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "***Authorized End User***" shall mean any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.2 "***Agency Data***" will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Content will include the Footage and geolocation information and environmental data collected by sensors built into the Units.

1.3 "***Documentation***" will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.4 "***Embedded Software***" will mean the software and/or firmware embedded or preinstalled on the Hardware.

1.5 "***Flock IP***" will mean the Flock Services, the Documentation, the Hardware, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.6 "***Footage***" means still images and/or video captured by the Hardware in the course of and provided via the Services.

1.7 "***Hardware***" shall mean the Flock Cameras and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term "***Hardware***" excludes the Embedded Software.

1.8 "***Installation Services***" means the services provided by Flock regarding the installation, placements and configuration of the Hardware, pursuant to the Statement of Work attached hereto.

1.9 "***Flock Services***" means the provision, via the Web Interface, of Flock's software application for automatic license plate detection, searching image records, and sharing Footage.

1.10 ***"Non-Agency End User"*** means a Flock's non-Agency customer that has elected to give Agency access to its data in the Flock System.

1.11 ***"Non-Agency End User Data"*** means the Footage, geolocation data, environmental data and/or Notifications of a Non-Agency End User.

1.12 "***Unit(s)***" shall mean the Hardware together with the Embedded Software.

1.13 "***Web Interface***" means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

2. FLOCK SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Service Term and No-Fee Term, solely for the Authorized End Users. The Footage will be available for Agency's designated administrator, listed on the Order Form, and any Authorized End Users to access via the Web Interface for 30 days. Authorized End Users will be required to sign up for an account, and select a password and username ("***User ID***"). Flock will also provide Agency the Documentation to be used in accessing and using the Flock Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Flock Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, including without limitation using a third party to host the Web Interface which the Flock Services make available to Agency and Authorized End Users. Flock will pass-through any warranties that Flock receives from its then current third-party service provider to the extent that such warranties can be provided to Agency. SUCH WARRANTIES, AS PROVIDED AS HONORED BY SUCH THIRD PARTIES, ARE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND FLOCK'S SOLE AND EXCLUSIVE LIABILITY WITH REGARD TO SUCH THIRD-PARTY SERVICES, INCLUDING WITHOUT LIMITATION HOSTING THE WEB INTERFACE. To the extent practicable, Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 **Embedded Software License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware by Flock; in each case, solely as necessary for Agency to use the Flock Services.

2.3 **Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term for Agency's internal purposes in connection with its use of the Flock Services as contemplated herein.

2.4 **Usage Restrictions.** The purpose for usage of the equipment, the Services and support, and the Flock IP is solely to facilitate gathering evidence that could be used in a criminal investigation by the appropriate government agency

and not for tracking activities that the system is not designed to capture ("Permitted Purpose"). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (vi) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Application IP; (vii) use the Flock Services for timesharing or service bureau purposes or otherwise for the benefit of a third party or any purpose other than the Purpose; (viii) use the Services, support, equipment and the Flock IP for anything other than the Permitted Purpose; or (ix) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2.1, 2.2, or 2.3.

2.5 **Retained Rights; Ownership.** As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.6 **Suspension.** Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency's or any Authorized End User's use of the Flock Service disrupts or poses a security risk to the Flock Service or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Flock Services to Agency or any Authorized End User is prohibited by applicable law; or (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Agency to access the Flock (each such suspension, in accordance with this Section 2.6, a "***Service Suspension***"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Application Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the service suspension is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day).

2.7 Installation Services.

2.7.1 *Designated Locations.* Prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. Flock and Agency must mutually agree on the location (mounting site or pole), position and angle of the Units (each Unit location so designated by Agency, a "***Designated Location***"). Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in identifying the choices for the Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready. Designated Locations that are suggested by Flock and accepted by Agency without alteration will be known as Flock Designated Locations. After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Agency, any subsequent changes to the deployment plan ("***Reinstalls***") driven by Agency's request will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at https://www.flocksafety.com/reinstall-fee-schedule) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like.

2.7.2 *Agency's Installation Obligations.* Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work, The "***Agency Installation Obligations***" include, to the extent required by the Deployment Plan, but are not limited to electrical work to provide a reliable source of 120V AC power that follow Flock guidelines and comply with local regulations if adequate solar exposure is not available. Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use, or (iii) any other services performed in connection with installation of the Hardware. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Customer if Customer did not address them or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.7.3 *Flock's Installation Obligations.* The Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are selected by Agency. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, Flock will continue to monitor the performance of the Units and receive access to the Footage for a period of 3 business days for maintenance purposes. Customer can opt out of Flock's access in the preceding sentence, which would waive Flock's responsibility to ensure such action was successful. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party.

2.7.4 *Security Interest.* The Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of this Agreement. Agency agrees to perform all acts which may be necessary to assure the retention of title of the Hardware by Flock. Should Agency default in any payment for the Flock Services or any part thereof or offer to sell or auction the Hardware, then Agency authorizes and empowers Flock to remove the Hardware or any part thereof. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 **Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Flock as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Agency and shall be paid promptly upon billing.

2.9 **Support Services.** Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("***Monitoring Services***"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("***On-Site Services***") in-person or by email at hello@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

2.10 **Special Terms.** From time to time, Flock may offer certain "Special Terms" related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement.

3. AGENCY RESTRICTIONS AND RESPONSIBILITIES

3.1 **Agency Obligations.** Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 **Agency Representations and Warranties.** Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content and retention thereof. To the extent allowed by the governing law of the state mentioned in Section 10.6, or if no state is mentioned in Section 10.6, by the law of the State of Georgia, Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses, including without limitation costs and attorneys' fees, in connection with any claim or action that arises from an alleged violation of the foregoing, Agency's Installation Obligations, or otherwise from Agency's use of the Services, Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA; NON-AGENCY DATA

4.1 **Confidentiality.** Each Party (the "***Receiving Party***") understands that the other Party (the "***Disclosing Party***") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "***Proprietary Information***" of the Disclosing Party). Proprietary Information of Flock is non-public information including but not limited to features, functionality, designs, user interfaces, trade secrets, intellectual property, business plans, marketing plans, works of authorship, hardware, customer lists and requirements, and performance of the Flock Services. Proprietary Information of Agency includes non-public Agency Data, Non-Agency End User Data, and data provided by Agency or a Non-Agency End User to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services. The Receiving Party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Proprietary Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Proprietary Information and the parties' respective rights therein, at all times exercising at least a reasonable level of care. Each party agrees to restrict access to the Proprietary Information of the other party to those employees or agents who require access in order to perform hereunder. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency Notifications or alerts, such as when a car exits Agency's neighborhood, or to analyze the data collected to identify motion or other events.

The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by Receiving Party prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to Receiving Party without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party.

Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any required disclosure pursuant to a Freedom of Information request, subpoena, summons, judicial order or other

judicial or governmental process, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to obtain a protective order or otherwise oppose the disclosure. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Having received notice prior to data being deleted, Flock may store Footage in order to comply with a valid court order but such retained Footage will not be retrievable without a valid court order.

4.2 **Agency and Non-Agency End User Data.** As between Flock and Agency, all right, title and interest in the Agency Data and Non-Agency End User Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and Non-Agency End User Data and perform all acts with respect to the Agency Data and Non-Agency End User Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data and Non-Agency End User Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Flock and Agency, Agency is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Agency Data and Non-Agency End User Data. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than 30 days. Agency has a 30-day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

4.3 **Feedback.** If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 **Aggregated Data.** Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data and Non-Agency End User Data input into the Services (the "***Aggregated Data***"). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other marketing, development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data and Non-Agency End User Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein.

5. PAYMENT OF FEES

5.1 **Fees.** Agency will pay Flock the first Usage Fee, the Installation Fee and any Hardware Fee (defined on the Order Form, together the "Initial Fees") as set forth on the Order Form on or before the 7th day following the Effective Date of this Agreement. Flock is not obligated to commence the Installation Services unless and until the Initial Fees have been made and shall have no liability resulting from any delay related thereto. Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each Payment Period. All payments will be made by either ACH, check, or credit card. The first month of Services corresponding to the first Usage Fee payment will begin upon the first installation. For 10+-camera offerings where only some of the cameras are installed at the first installation and additional cameras will be

installed later, prorated Usage Fees corresponding to the then-installed cameras will be invoiced to Agency immediately after installation and to the later camera installation(s) subsequently invoiced.

5.2 **Changes to Fees.** Flock reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock's customer support department. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

5.3 **Invoicing, Late Fees; Taxes.** Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection, and may result in immediate termination of Service. Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income.

5.4 **No-Fee Term Access.** Subject to Flock's record retention policy, Flock offers complimentary access to the Flock System for 30 days (**"No Fee Term"**) to Agency when Non-Agency End Users intentionally prescribe access or judicial orders mandate access to Non-Agency End User Data. No hardware or installation services will be provided to Agency. No financial commitment by Agency is required to access the Flock Services or Footage. Should such access cause Flock to incur internal or out-of-pocket costs that are solely the result of the access, Flock reserves the right to invoice these costs to Agency under Section 5.3 and Agency agrees to pay them. For clarity, No-Fee Terms and Service Terms can occur simultaneously, and when a No-Fee Term overlaps with a Service Term, Agency agrees to pay the Initial Fees and Usage Fees payments according to Section 5.1.

6. TERM AND TERMINATION

6.1 **Term.** Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "***Initial Term***"). ***Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the greater of one year and the length set forth on the Order Form*** (each, a "***Renewal Term***", and together with the Initial Term, the "***Service Term***") ***unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.***

6.2 **Agency Satisfaction Guarantee**. At any time during the agreed upon term, a customer not fully satisfied with the service or solution may self-elect to terminate their contract. Self-elected termination will result in a one-time fee of actual cost of removal, said cost not to exceed $500 per camera. Upon self-elected termination, a refund will be provided, prorated for any fees paid for the remaining Term length set forth previously. Self-termination of the contract by the customer will be effective immediately. Flock will remove all equipment at its own convenience upon termination. Advance notice will be provided.

6.3 **Termination.** In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock's breach, Flock will refund to Agency a pro-rata portion of the pre-paid Fees for Services not received due to such termination.

6.4 **Effect of Termination.** Upon any termination of the Service Term, Flock will collect all Units, delete all Agency Data, terminate Agency's right to access or use any Services, and all licenses granted by Flock hereunder

will immediately cease. Agency shall ensure that Flock is granted access to collect all Units and shall ensure that Flock personnel does not encounter Hazardous Conditions in the collection of such units. Upon termination of this Agreement, Agency will immediately cease all use of Flock Services.

6.5 **No-Fee Term.** The initial No-Fee Term will extend, after entering into this Agreement, for 30 days from the date a Non-Agency End User grants access to their Footage and/or Notifications. In expectation of repeated non-continuous No-Fee Terms, Flock may in its sole discretion leave access open for Agency's Authorized End Users despite there not being any current Non-Agency End User authorizations. Such access and successive No-Fee Terms are deemed to be part of the No-Fee Term. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon 30 days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon 30 days' notice.

6.6 **Survival.** The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 **Remedy. Upon a malfunction or failure of Hardware or Embedded Software (a "Defect"), Agency must first make commercially reasonable efforts to address the problem by contacting Flock's technical support as described in Section 2.9 above. If such efforts do not correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit provided that such inspection and test shall occur within seventy-two (72) hours after Agency notifies the Flock of a Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged, Flock agrees to replace the Unit at a fee according to the then-current Reinstall Policy (https://www.flocksafety.com/reinstall-fee-schedule). Agency shall not be required to replace subsequently lost, damaged or stolen Units, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted.**

7.2 **Exclusions.** Flock will not provide the remedy described in Section 7.1 above if any of the following exclusions apply: (a) misuse of the Hardware or Embedded Software in any manner, including operation of the Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock; (b) damage, alteration, or modification of the Hardware or Embedded Software in any way; or (c) combination of the Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized by Flock.

7.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE HARDWARE AND/OR EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND INSTALLATION SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT .THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING

LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

7.5 **Insurance.** Flock and Agency will each maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of their business risk. Certificates of Insurance will be provided upon request.

8. LIMITATION OF LIABILITY AND INDEMNITY

8.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES.THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

8.2 **Additional No-Fee Term Requirements.** IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE NO-FEE TERM EXCEED $100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Except for Flock's willful acts, Agency agrees to pay for Flock's attorneys' fees to defend Flock for any alleged or actual claims arising out of or in any way related to the No-Fee Term.

8.3 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

8.4 **Indemnity.** Parties hereby agree to indemnify and hold each other harmless against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of Section 3.2, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.2 or this Agreement.

9. RECORD RETENTION

9.1 **Data Preservation.** The Agency agrees to store Agency Data and Non-Agency End User Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to store the Agency Data or the Non-Agency End User Data, Agency agrees to preserve and securely store this data on Flock's behalf so that Flock can delete the data from its servers and, should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

10. MISCELLANEOUS

10.1 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 **Assignment.** This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

10.3 **Entire Agreement.** This Agreement, together with the Order Form(s), the then-current Reinstall Policy (https://www.flocksafety.com/reinstall-fee-schedule), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

10.5 **Intentionally Omitted.**

10.6 **Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Illinois without regard to its conflict of laws provisions. To the extent that the arbitration language below does not apply, the federal and state courts sitting in the State of Illinois will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement. Any dispute arising out of, in connection with, or in relation to this agreement or the making of validity thereof or its interpretation or any breach thereof shall be determined and settled by arbitration in Macon County, Illinois by a sole arbitrator pursuant to the rules and regulations then obtaining of the American Arbitration Association and any award rendered therein shall be final and conclusive upon the parties, and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. The service of any notice, process, motion or other document in connection with an arbitration award under this agreement or for the enforcement of an arbitration award hereunder may be effectuated by either personal service or by certified or registered mail to the respective addresses provided herein.

10.7 **Publicity.** Unless otherwise indicated on the Order Form, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8 **Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services,

the Hardware, the Embedded Software and Documentation are “commercial items” and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

10.10 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.11 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

10.12 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

flock safety

flocksafety.com
866.831.5326

Your partner in fighting crime

Protecting your jurisdiction is of the utmost importance. Thank you for considering Flock Safety's technology system as part of your comprehensive strategy to protect your city, citizens, and officers. We are more than just a camera company - we are a crime-fighting technology company with a mission to eliminate non-violent crime in the United States.

What makes Flock Safety's technology different

PUBLIC & PRIVATE PARTNERSHIPS

Thousands of communities use privately funded Flock Safety cameras throughout the country, which provides a huge benefit to local law enforcement as they can have access to those cameras without having to pay for them.

VEHICLE FINGERPRINT™ TECHNOLOGY

Capture far more than just license plates. Allow your investigators to search footage by vehicle type, make, and color; identify the state of a license plate; capture temporary plates, paper plates, and vehicles without plates. Our cameras also capture two (2) lanes of traffic traveling up to 100 MPH with a single camera.

INFRASTRUCTURE FREE

Use cameras that are solar powered and include LTE internet connectivity (unlimited use included in cost), so they can be rapidly deployed virtually anywhere.

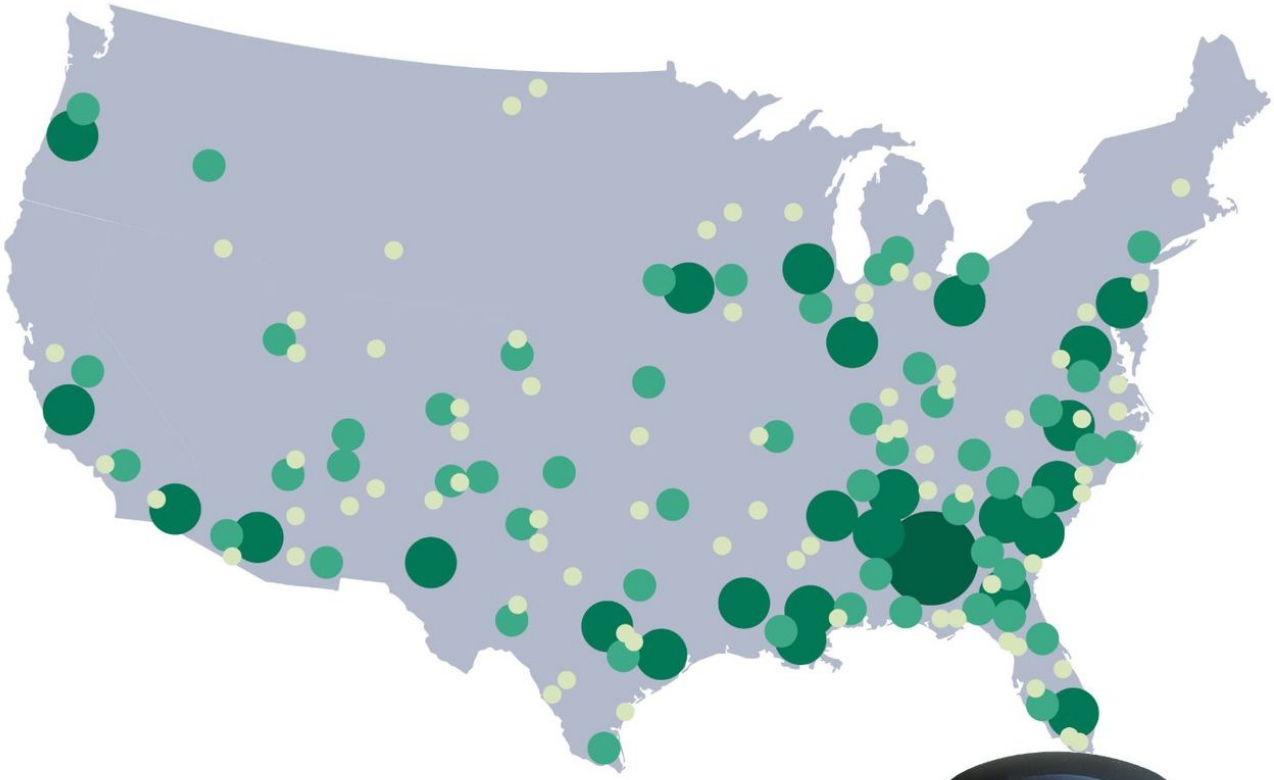
SIMPLE & AFFORDABLE

Our cameras cost $2,500 per camera per year which includes hardware, software, solar power, LTE connectivity, unlimited users, and unlimited data storage.

We look forward to hearing from you and hope you will join the "flock"!

Thank you,

flock safety



500
Police departments

1000+
US cities

120
Stolen vehicle reads/hr

Flock Safety's technology includes fixed license plate reading cameras and software for unlimited users to access footage and receive hotlist notifications.

Proposal Summary

Police departments need a scalable solution to increase clearance rates and deter crime. The Flock Safety camera sees like a detective to make actionable evidence available when needed that is easily searchable by vehicle type, make, model, color, timeframe, or plate details. We deliver this detail through AI and Machine Learning technology that scans each image for distinguishing features, instead of traditional metal plates. This means we can also detect vehicles with no plates, temporary plates, dirty/covered plates, and even get accurate state detection.

30% ▲

Our solution **captures 30% more plates** than our leading competitor, according to a side-by-side study done by LASD in 2019, largely due to using AI and Machine Learning to analyze the entire vehicle profile, instead of legacy Infrared based technology.

34% ▼

In April 2019, Marietta Police Department released a study that shows they experienced a **34% reduction in calls for service** by targeting crime hot spots throughout the city with Flock Safety cameras.

60% ▼

In October 2019, Cobb County Police Department released a study based on their installation of 13 Flock Safety cameras in March. Over the six month period, Cobb police reported a **60% reduction in overall crime** by focusing on the beat with the highest

Company Overview

Flock Safety's mission is to eliminate non-violent crime. This is possible with city-wide coverage of automatic license plate readers (ALPRs) for both public safety organizations and private citizens. When a crime occurs, Flock Safety cameras deliver the actionable evidence you need to make an arrest.

Our company is headquartered in Atlanta, Georgia. Flock Safety

camera systems live in over 1000 cities in 38 states and over 500 police departments. With an average of 120 Hot List notifications sent an hour with jurisdictions throughout the U.S., our team is helping agencies solve and prevent crime every minute.

Customer Results

Police departments need a scalable solution to increase clearance rates and deter crime. The Flock Safety camera sees like a detective to make actionable evidence available when needed that is easily searchable by vehicle type, make, model, color, timeframe, or plate details. We deliver this detail through AI and Machine Learning technology that scans each image for distinguishing features, instead of traditional metal plates. This means we can also detect vehicles with no plates, temporary plates, dirty/covered plates, and even get accurate state detection.

JERSEY VILLAGE, TEXAS

A camera on every street to create a virtual gate

Within one week, Flock Safety cameras notified officers of two vehicles on the NCIC Hot List. During the seizure of one of the vehicles, a wanted murderer in the state of Louisiana was arrested. Both vehicles were returned to their owners.

- Location: Houston suburb
- Flock Cameras: 50+
- Residents: 8,000
- Installation: Two months from purchase

MARIETTA, GEORGIA

34% reduction in calls for service in targeted hotspots

Cameras within the city led to the arrest of a suspect who allegedly brutally attacked a woman. Officers were able to locate and arrest the suspect using Flock cameras after weeks of the suspect being on-the-run.

- Location: Atlanta suburb, in Cobb County, Georgia
- Flock Cameras: 70 and growing within the county (30 police and 40 private cameras)
- Residents: 65,000 in Marietta
- Installation: Two months from purchase for first hotspot created

COBB COUNTY, GEORGIA

Containment strategy in highest crime beat of the county

Cobb County Police Department utilized 35 Flock cameras in 2 containment zones in their highest crime beats to reduce crime by over 60%.

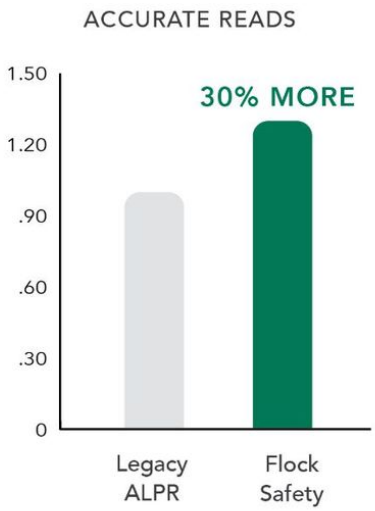
- Location: Cobb County, GA is just outside of Atlanta
- Flock Cameras: 35 for PD, over 100 including private sector cameras
- Residents: 750,000 in Cobb County
- Installation: Phased approach
- Contact: Deputy Chief Stuart Vanhoozer at **stuart.vanhoozer@cobbcounty.org** or (404) 375-1926

LOS ANGELES, CALIFORNIA

Sheriff's Department performs detection accuracy test

Los Angeles Sheriff's Department performed a head-to-head test of the Flock Safety camera versus a legacy ALPR solution.

- The results showed that the Flock Safety camera captures 30% more vehicle images and provides more accurate reads than traditional cameras triggered by infrared technology.
- Conducted in limited lighting from 2:00 AM to 8:00 AM, and from 11:00 PM to 6:00 AM.
- Causes for missed vehicles and/or misread plates were associated with the amount of reflectivity of the plate (older/dirtier tags, and dealer provided paper plates).



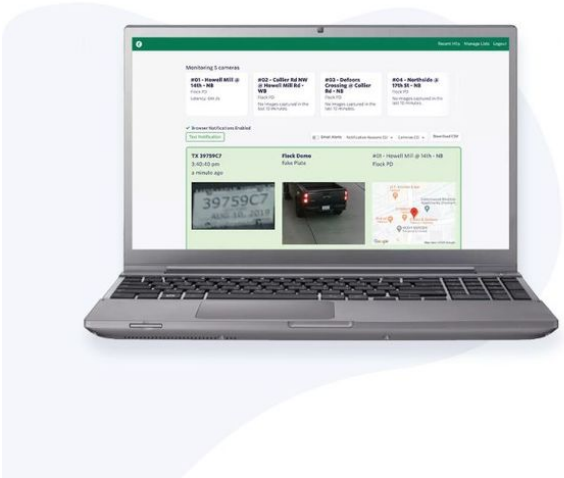
Product

Flock Safety Automatic License Plate Reading (ALPR) cameras do not just identify the plate seen, but all the objects within the frame. Even if the vehicle does not have a tag, the image can be captured for review.

The user interface is a simple search with unlimited user licenses. Within the software component, law enforcement can receive hotlist alerts and create custom alerts for plates under your investigation.

SOFTWARE USER INTERFACE

Included at no additional cost with unlimited user licenses. Receive alerts to help detect crime and search footage to access evidence — with any internet-connected device (based on user credentials that are easily managed/approved by admin).

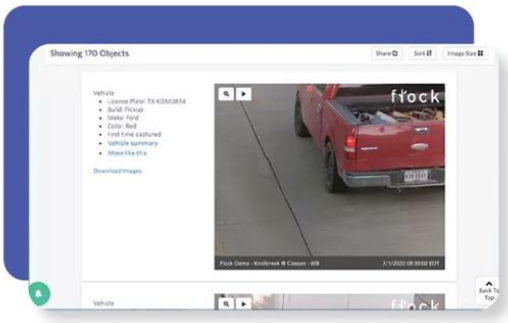


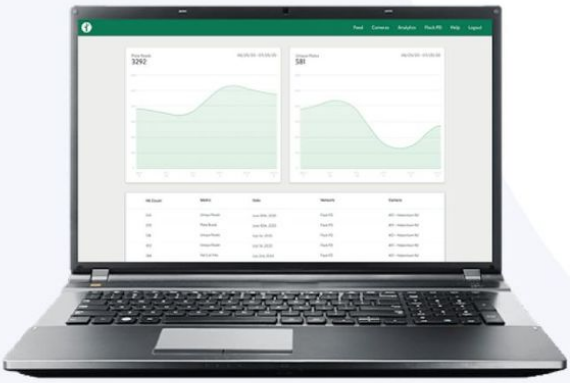
Detect Crime

- Connected to the NCIC Hot List & CJIS compliant
- State detection to ensure quality alerts
- Hotlist alerts (includes privately owned cameras in your jurisdiction)
- Create custom alerts for tags under investigation with your organization
- Filter notifications by reason codes (exclude sex offenders, include stolen plates, etc.)
- Email and SMS alerts to users
- Audible and visual alerts

Access Evidence

- Filter search by specific camera location
- Capture vehicles regardless of plate type (paper, no plate, etc.)
- Search results with vehicle summary in multiple formats
- Filter by Vehicle Fingerprint™
  - Date and time
  - Vehicle Characteristics
    - Plate (partial/full)
    - Plate Type (in state, out of state, temporary tag)
    - Build & Color
    - Resident status
    - Location/Date/Time





Insights

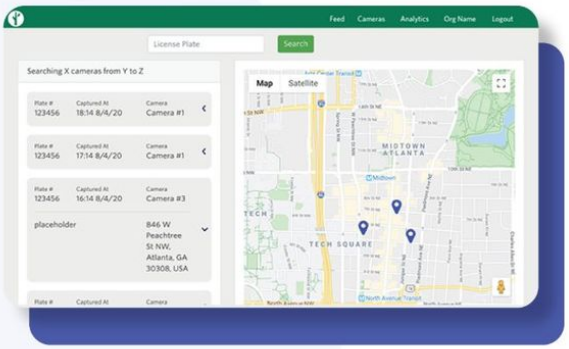
Give city council an ROI report

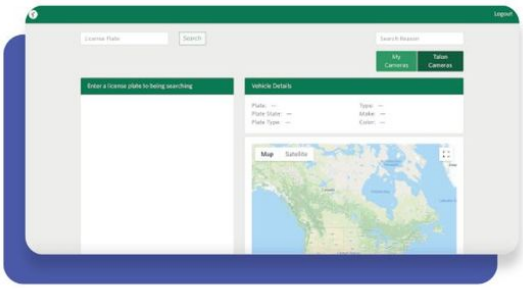
- Discover crime and traffic patterns
- Prioritize changes by greatest impact
- Change your community for the better

Lookup

Search plates across your jurisdiction

- "I have the plate where is the car?"
- Designed to search all cameras, all time
- Get a full view of all activity tied to one vehicle in your network





Talon

A new way to solve cross-jurisdiction crimes

- New privacy setting (National + State search)
- 500M monthly reads
- Attached to "Lookup" experience

Peformance

DAY TIME FOOTAGE

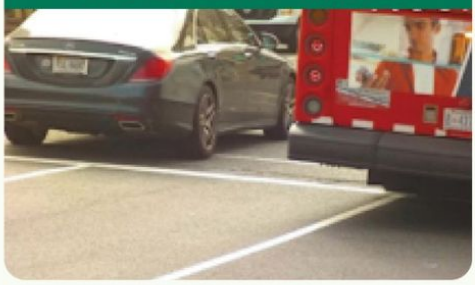
NIGHT TIME FOOTAGE

TEMPORARY PLATE

NO PLATE

COVERED PLATE

TWO LANES OF TRAFFIC



CAMERA SPECIFICATIONS

Design
Dimensions: 8.75" x 3"
Weight: 3 lbs
IP65 Waterproof

Power
14Ah Battery
30W Solar Panel (14" x 21")
AC Power (5 ft. range)

Data
16GB local storage, ~2 weeks

Image
5MP Image Sensor

Motion
Passive Infrared Motion Detection

Connectivity
Embedded Cellular LTE Connection
Cellular service provider depends on area

Production
Designed & manufactured in the U.S.

Night Vision
850nm Custom IR Array

Cloud Storage
30 days storage (Amazon Web Services)
Accessible via secure website
Images can be downloaded and stored by department

CAMERA PERFORMANCE

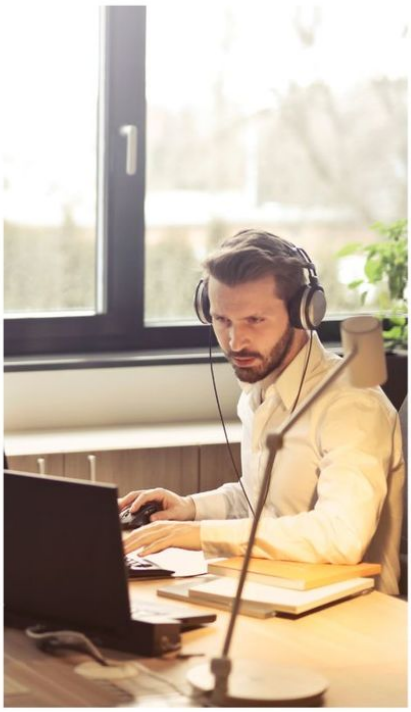
Traffic
NCIC and Custom Alert Notifications
- Average of 10-15 seconds

Includes time, location, plate, and vehicle image
Includes state specific alerts based on image

Power Source
100-240 VAC <1 amp
60 W Solar
11-14 Volt

Processing Power
1.4GHz
64-bit quad-core CPU

Image Capture
30-50 ft from vehicles
Up to 2 lanes of traffic per camera
Date and time with camera location
Plate (state, partial, paper, and none)
Vehicle details (Make, type, and color)



Training, Ongoing Support & Timeline

New customers will first get connected with their dedicated Onboarding Specialist who will spearhead the installation project to completion. Once cameras are successfully capturing footage, customers get introduced to their dedicated Market Manager. This person serves as the main point of reference for all things Flock Safety (training, setup questions, etc). In addition, the Flock Safety Support team monitors the **support@flocksafety.com** inbox Monday through Friday, 8:00 AM to 5:00 PM EST.

SAFETY-AS-A-SERVICE

- Regular software updates at no additional cost
- Camera maintenance is included in the subscription
- Unlimited users for hotlist integration and alerts, and camera footage search

INSTALLATION & CAMERA LOCATIONS

The average installation is to 6-8 weeks. Camera locations and installation timing is coordinated by the Flock Safety Customer Support team.

City intersection
Solar & existing pole

Entrance to Hotel
Solar & Flock 14 foot pole

City Foot Traffic Street
Electric & existing pole

Install Process Guide

TERMS, CONDITIONS, & SERVICE LEVEL AGREEMENT INFORMATION

For the complete list of Terms & Service, please visit **https://www.flocksafety.com/legal**.

WARRANTY

- All Flock products are under warranty for the duration of the Customer's contract.
- Flock cameras have built-in alarms to alert us if a camera is not performing at optimal standards. In the event of a camera performance issues, maintenance teams will be deployed at no additional cost.
- In the event the Flock camera is physically damaged or stolen, the first camera replacement will be made by Flock at not additional cost. A reassessment of camera location will be made at that time to deter further issues.
- In the unlikely case that an additional replacement camera is needed, the customer will be responsible for the $500 cost.
- Flock reserves the right to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit; provided that such inspection and test shall occur within 72 hours after the Agency notifies the Flock of defect.

Pricing

$2,500 PER CAMERA, PER YEAR*

Annual subscription includes:

Camera Hardware:

√ Automatic license plate reader
√ Solar or DC Power
√ Mounting equipment
√ Maintenance Warranty

Hosting & Analytics

√ Cloud hosting & LTE connetivity
√ Unlimited user licenses
√ Hot list integration & alerts
√ Ongoing software enhancements

** five (5) camera minimum | one-time installation fee per camera = $250*
Flock Safety does not provide electrical services | electrical work not included in the price

Subscription Details	Price	QTY	Subtotal
Annual Subscription Price per year	$2,500.00	60	$150,000.00
Automatic License Plate Reader (ALPR) Solar or DC Power	$0.00	60	$0.00
Hosting & Analytics Cloud Hosting Unlimited User Licenses Hotlist Integration & Alerts Neighborhood Camera Integration Ongoing Software Enhancements	$0.00	60	$0.00
Implementation Camera Setup Shipping & Handling	$250.00	60	$15,000.00
Other Cellular Mounting Equipment	$0.00	60	$0.00

Total **$165,000.00**

SUBJECT: Resolution Receiving and Filing the 2020 Official Zoning Map, and authorizing publication of the map as per law and normal annual practice.

ATTACHMENTS:

Description	Type
Council Memo	Cover Memo
Resolution	Resolution Letter

COMMUNITY DEVELOPMENT MEMORANDUM
No. 21-07

March 15, 2021

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl "Pat Patrick, Community Development Director
Greg Crowe, AICP, Planning and Development Manager

SUBJECT: Resolution receiving and filing of the 2020 Official Zoning Map

SUMMARY RECOMMENDATION: Staff is sending the 2020 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, 2020. 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.decaturil.gov/wp-content/uploads/2021/03/Zoning_map_Color_2020.pdf

POTENTIAL OBJECTION: N/A

INPUT FROM OTHER SOURCES: N/A

STAFF REFERENCE: Any additional questions may be forwarded to Greg Crowe at 424-2786 or gcrowe@decaturil.gov.

BUDGET/TIME IMPLICATIONS: State Statutes require the said map to be published no later than March 31.

RESOLUTION NO. _____

RESOLUTION RECEIVING AND FILING
THE 2020 OFFICIAL ZONING MAP

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

Section 1. That the 2020 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 2020 Official Zoning Map.

PRESENTED and ADOPTED this 15th day of March, 2021.

_____
JULIE WOLFE MOORE, MAYOR

ATTEST:

_____
CITY CLERK

Public Works

DATE: 3/4/2021

MEMO: 2021-25

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 4187 East Faries Parkway

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory at 4187 East Faries Parkway be approved.

BACKGROUND: This is a request by ADM to annex the subject property. The property is undeveloped/vacant land.

POTENTIAL OBJECTIONS: The property owners who would be made contiguous to City limits may object.

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 4187 East Faries Parkway	Ordinance

ORDINANCE NO. _____

ORDINANCE ANNEXING TERRITORY
4187 EAST FARIES PARKWAY

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Archer Daniels Midland Company, requesting that there be annexed to the City territory described as:

THE NORTH 300 FEET OF LOT ONE (1) OF CLARKS' SUBDIVISION AS PER PLAT RECORDED IN BOOK 300, PAGE 72 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS EXCEPT THAT PORTION CONVEYED TO THE TOWN OF DECATUR, AS SHOWN IN WARRANTY DEED DATED NOVEMBER 19,1921 AND RECORDED NOVEMBER 19, 1921 IN BOOK 501 ON PAGE 28 AS DOCUMENT NO. 132421 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 5 FEET SOUTH OF A STONE AT THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 16 NORTH, RANGE 3 EAST OF THE 3RD P.M., MACON COUNTY, ILLINOIS, THENCE NORTH 84 DEGREES EAST 127 FEET, THENCE NORTH 86 DEGREES EAST 85 FEET, THENCE SOUTH 84 DEGREES EAST 450 ¾ FEET TO A STONE 30 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 8, THENCE NORTH 82 DEGREES 15 MINUTES WEST ALONG THE SOUTH LINE OF THE PRESENT PUBLIC HIGHWAY FOR A DISTANCE OF 428 FEET TO THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF THE ST. LOUIS DECATUR AND CHAMPAIGN RAILROAD, THENCE WESTERLY ALONG SAID RIGHT OF WAY LINE TO A POINT 45 FEET NORTH OF THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 16 NORTH, RANGE 3 EAST OF THE 3RD P.M., THENCE SOUTH 50 FEET TO THE PLACE OF BEGINNING; AND FURTHER EXCEPTING THAT PORTION CONVEYED TO THE COMMISSIONER OF HIGHAYS OF THE TOWN OF DECATUR, AS SHOWN IN QUIT CLAIM OF ROADWAY DATED JUNE 8, 1940 AND RECORDED JUNE 17, 1940 IN BOOK 795 ON PAGE 274 AS DOCUMENT NO. 325310, AND MORE PARTICULARY DESCRIBED AS FOLLOWS: BEGINNING 194.02 FEET EAST AND 4.8 FEET NORTH OF STONE AT THE NORTHWEST CORNER OF THE EAST HALF, NORTHWEST

QUARTER, SECTION 8, TOWNSHIP 16 NORTH, RANGE 3 EAST OF THE 3RD PRINCIPAL MERIDIAN, THENCE SOUTH 86 DEGREES 43 MINUTES EAST 391.4 FEET TO A POINT 584.22 FEET EAST AND 17.65 FEET SOUTH OF THE NORTH LINE OF THE EAST HALF, NORTHWEST QUARTER, SECTION 8, THENCE NORTHWESTERLY, SOUTHWESTERLY AND SOUTH ALONG THE PRESENT ROAD FENCE TO THE POINT OF BEGINNING AND LASTLY EXCEPTING THAT PORTION CONVEYED TO THE TOWN OF DECATUR ROAD DISTRICT, AS SHOWN IN WARRANTY DEED DATED MARCH 9, 1983 AND RECORED APRIL 6, 1983 IN BOOK 2113 ON PAGE 344 AS DOCUMENT NO. 1151365: A PART OF LOT 1 OF CLARKS' SUBDIVISION, AS RECORDED IN BOOK 300, PAGE 72 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM A POINT 5 FT. SOUTH OF THE NORTHWEST CORNER OF THE EAST HALF (E ½) OF THE NORTHWEST QUARTER (NW ¼) SECTION 8, T16N, R3E OF THE 3RD P.M. MEASURE N 84 DEGREES E, 127 FT. TO THE POINT OF BEGINNING, SAID POINT BEING ON THE NORTH LINE OF SAID LOT 1; THENCE N 86 DEGREES E, 85 FT. ALONG SAID NORTH LINE OF LOT 1; THENCE S 84 DEGREES E, 125.59 FT. ALONG SAID NORTH LINE OF LOT 1; THENCE SOUTH 30 FT.; THENCE SOUTH 89 DEGREES 59 MINUTES 57 SECONDS W, 70FT.; THENCE NORTH 27.75 FT. TO A POINT ON THE SECTION LINE 266 FT. EAST OF THE NORTHWEST CORNER SAID E ½ , NW ¼ , SECTION 8; THENCE N 86 DEGREES 07 MINUTES 49 SECONDS W, 140.01 FT. TO THE POINT OF BEGINNING. SITUATED IN MACON COUNTY, ILLINOIS.

PIN #_04-13-08-126-001_

WHEREAS, it appears said petition is signed by the owners of record of all land within such territory and by at least 51% of the electors residing therein, and that said territory is contiguous to the City and not within the corporate limits of any city, village or incorporated town or other municipality, and,

WHEREAS, notice of intention to take action for annexation has been given as required.

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

Section 1. That said petition and the request thereof be, and the same are hereby, approved.

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

Section 3. That a plat of said annexed premises is attached hereto as Exhibit B and hereby made a part hereof.

Section 4. That the City Clerk shall cause certified copies of this ordinance to be filed with the County Clerk and recorded by the Recorder of Deeds of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 15th day of March 2021.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

UNDEVELOPED

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represent as follows:

1. That he/she is an owner of record of all the property herein described.
2. That there are no electors who reside on the property herein described.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as _4187 East Faries Parkway__, and legally described as follows:

THE NORTH 300 FEET OF LOT ONE (1) OF CLARKS' SUBDIVISION AS PER PLAT RECORDED IN BOOK 300, PAGE 72 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS EXCEPT THAT PORTION CONVEYED TO THE TOWN OF DECATUR, AS SHOWN IN WARRANTY DEED DATED NOVEMBER 19,1921 AND RECORDED NOVEMBER 19, 1921 IN BOOK 501 ON PAGE 28 AS DOCUMENT NO. 132421 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 5 FEET SOUTH OF A STONE AT THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 16 NORTH, RANGE 3 EAST OF THE 3RD P.M., MACON COUNTY, ILLINOIS, THENCE NORTH 84 DEGREES EAST 127 FEET, THENCE NORTH 86 DEGREES EAST 85 FEET, THENCE SOUTH 84 DEGREES EAST 450 ¾ FEET TO A STONE 30 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 8, THENCE NORTH 82 DEGREES 15 MINUTES WEST ALONG THE SOUTH LINE OF THE PRESENT PUBLIC HIGHWAY FOR A DISTANCE OF 428 FEET TO THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF THE ST. LOUIS DECATUR AND CHAMPAIGN RAILROAD, THENCE WESTERLY ALONG SAID RIGHT OF WAY LINE TO A POINT 45 FEET NORTH OF THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 16 NORTH, RANGE 3 EAST OF THE 3RD P.M., THENCE SOUTH 50 FEET TO THE PLACE OF BEGINNING; AND FURTHER EXCEPTING THAT PORTION CONVEYED TO THE COMMISSIONER OF HIGHAYS OF THE TOWN OF DECATUR, AS SHOWN IN QUIT CLAIM OF ROADWAY DATED JUNE 8, 1940 AND RECORDED JUNE 17, 1940 IN BOOK 795 ON PAGE 274 AS DOCUMENT NO. 325310, AND MORE PARTICULARY DESCRIBED AS FOLLOWS: BEGINNING 194.02 FEET EAST AND 4.8 FEET NORTH OF STONE AT THE NORTHWEST CORNER OF THE EAST HALF, NORTHWEST QUARTER, SECTION 8, TOWNSHIP 16 NORTH, RANGE 3 EAST OF THE 3RD PRINCIPAL MERIDIAN, THENCE SOUTH 86 DEGREES 43 MINUTES EAST 391.4 FEET TO A POINT 584.22 FEET EAST AND 17.65 FEET SOUTH OF THE NORTH LINE OF THE EAST HALF, NORTHWEST QUARTER, SECTION 8, THENCE NORTHWESTERLY, SOUTHWESTERLY AND SOUTH ALONG THE PRESENT ROAD FENCE TO THE POINT OF BEGINNING AND LASTLY EXCEPTING THAT PORTION CONVEYED TO THE TOWN OF DECATUR ROAD DISTRICT, AS SHOWN IN WARRANTY DEED DATED MARCH 9, 1983 AND RECORED APRIL 6, 1983 IN BOOK 2113 ON PAGE 344 AS DOCUMENT NO. 1151365: A PART OF LOT 1 OF CLARKS' SUBDIVISION, AS RECORDED IN BOOK 300, PAGE 72 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM A POINT 5 FT. SOUTH OF THE NORTHWEST CORNER OF THE EAST HALF (E ½) OF THE NORTHWEST QUARTER (NW ¼) SECTION 8, T16N, R3E OF THE 3RD P.M. MEASURE N 84 DEGREES E, 127 FT. TO THE POINT OF BEGINNING, SAID POINT BEING ON THE NORTH LINE OF SAID LOT 1; THENCE N 86 DEGREES E, 85 FT. ALONG SAID NORTH LINE OF LOT 1; THENCE S 84 DEGREES E, 125.59 FT. ALONG SAID NORTH LINE OF LOT 1; THENCE SOUTH 30 FT.; THENCE SOUTH 89 DEGREES 59 MINUTES 57 SECONDS W, 70FT.; THENCE NORTH 27.75 FT. TO A POINT ON THE SECTION LINE 266 FT. EAST OF THE NORTHWEST CORNER SAID E ½ , NW ¼ , SECTION 8; THENCE N 86 DEGREES 07 MINUTES 49 SECONDS W, 140.01 FT. TO THE POINT OF BEGINNING. SITUATED IN MACON COUNTY, ILLINOIS.

PIN #_04-13-08-126-001_

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

SIGNATURE	PRINTED NAME	STREET ADDRESS, CITY, STATE
CM Cuddy	CM Cuddy	4666 Farries Parkway, Decatur, IL

(Authorized Agent)

(Authorized Agent)

(Authorized Agent)

Signed and sworn to before me 25th day of February, 2021

"OFFICIAL SEAL"
JENNY SCHULTZ
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 07-29-2024

Jenny Schultz
Notary Public

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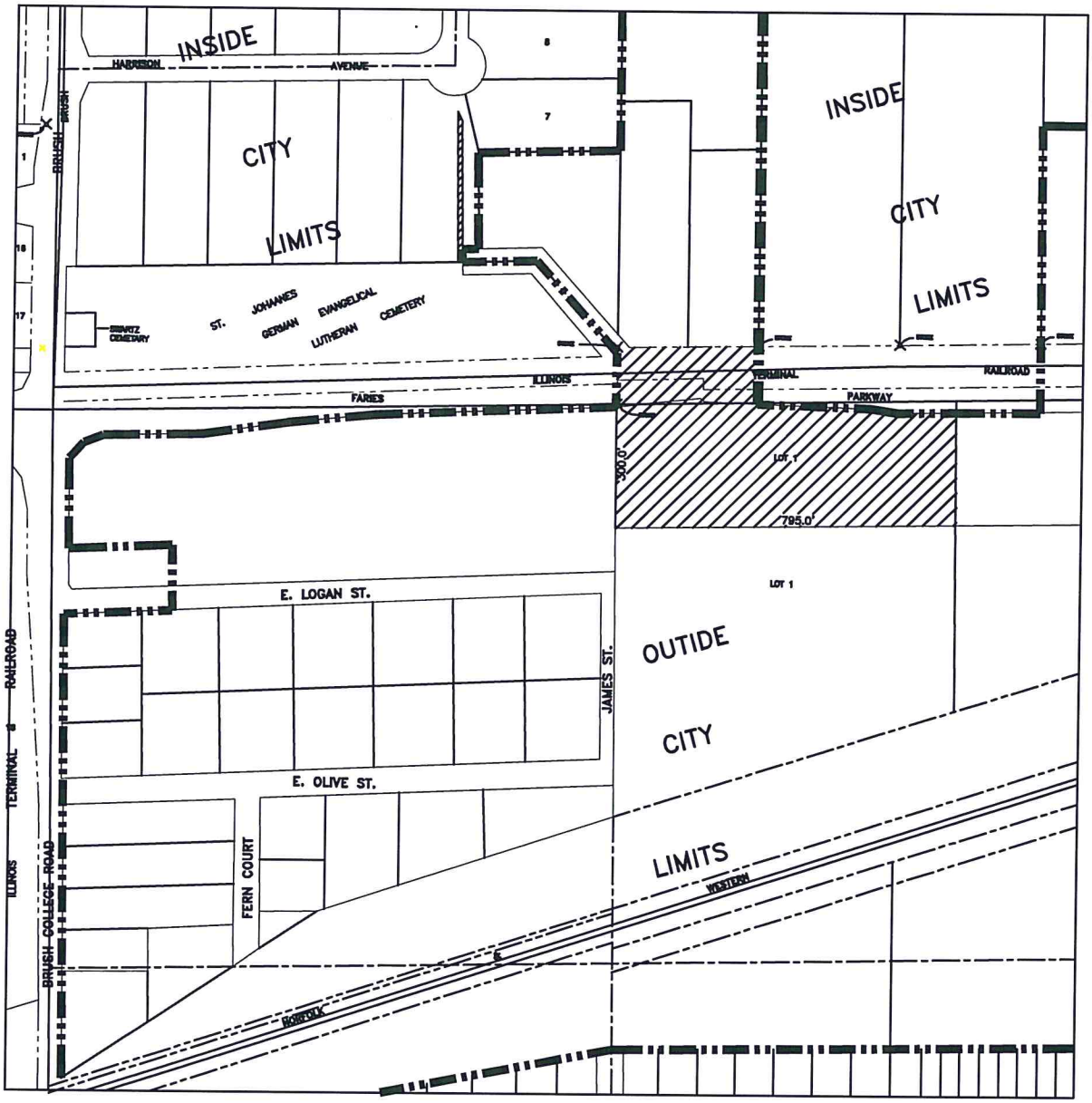


PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

4187 E. FARIES PARKWAY

indicates territory annexed

indicates existing corporate limits

5.67 acres

AREA 0.0089± sq. miles

325± lin. ft. of public road

SOUTH WHEATLAND township

N.T.S.

All dimensions shown hereon are dimensions of record. The annexation plat has been prepared from data in public records and legal descriptions provided by the petitioner. It is not the result of a survey performed on the ground.

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

062-048941
REGISTERED
PROFESSIONAL
ENGINEER
OF
ILLINOIS

CITY ENGINEER – DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062–048941
LICENSE EXPIRES NOV. 30, 2021

ORDINANCE NO: _____

DATE: _____

Public Works

DATE: 3/5/2021

MEMO: 2021-26

TO: Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Matt Newell, P.E., Public Works Director
Keith Alexander, Water Production Manager

SUBJECT: Resolution Authorizing Crop Share Lease with Steve Bell for Exterior of the Oakley Sediment Basin

SUMMARY RECOMMENDATION:
It is proposed that the City Council adopt the attached resolution authorizing a Crop Share Lease with Steve Bell for the Exterior of the Oakley Sediment Basin.

BACKGROUND:
The exterior of the City owned Oakley Sediment Basin, where dredged lake sediment was pumped into, has 30.93 acres that have been farmed for several years by Mr. Bell under a lease from First Illinois Ag Group, the City's farm management consultant. Last fall City staff determined that these annual leases also need to be authorized by the City Council.

Since the quality of the Basin's exterior soil is generally average, and the areas that are farmed are small and not contiguous, the leases have been on a crop share basis to equitably share between the City and Mr. Bell the costs and benefits of farming at this site. In 2020, the City's net farm income at this location was $2,985.67. The shared costs and benefits are listed on page 1 of the Lease, and include:

- Harvested crops
- Limestone
- Fertilizer
- Herbicides
- Insecticide
- Soil testing
- Seeds

First Illinois Ag Group recommends that Mr. Bell be allowed to continue farming the Basin's exterior since he is very knowledgeable of the unique characteristics of the property and has successfully farmed on it for many years.

PRIOR COUNCIL ACTION:
On October 19, 2020, the City Council authorized a Cash Rent Farm Lease with Lynn Clarkson, DBA Clarkson Farm, for Organic Agricultural Purposes at the Oakley Sediment Basin. This lease was for a portion of the interior of the Basin.

POTENTIAL OBJECTIONS: None foreseen.

INPUT FROM OTHER SOURCES:
First Illinois Ag Group

LEGAL REVIEW: The proposed lease was provided to the Legal Department for review on February 10, 2021.

STAFF REFERENCE: Matt Newell, Public Works Director, 424-2747. Keith Alexander, Water Production Manager, 424-2863. Matt will be in attendance at the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS: There are no implications.

COPY:
James Schroeder, First Illinois Ag Group
Steve Bell, Tenant

ATTACHMENTS:

Description	Type
Resolution Authorizing Crop Share Lease Oakley	Resolution Letter
Location Map	Backup Material

RESOLUTION NO. _____

RESOLUTION AUTHORIZING CROP SHARE LEASE WITH STEVE BELL FOR EXTERIOR OF THE OAKLEY SEDIMENT BASIN

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

Section 1. That the Crop Share Lease presented to the Council herewith as Exhibit A and made part hereof, between Steve Bell and the City of Decatur, Illinois, be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Crop Share Lease between the City of Decatur, Illinois and Steve Bell at no cost to the City.

PRESENTED AND ADOPTED this 15th day of March, 2021.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
City Clerk

EXHIBIT A

(Upon completion and execution by the parties, this document shall become a binding lease)

CROP SHARE LEASE

THIS LEASE is entered into by and between **LANDOWNER CITY OF DECATUR FARM 2 by and through the LANDOWNER'S AGENT, FIRST ILLINOIS AG GROUP and STEVE BELL, 3135 N Oakley Road, Oakley, IL 62554.**

THE LANDOWNER leases to the Tenant, for agricultural purposes only, the following described real estate (hereinafter "premises"), including the fixed improvements thereon:

The leased premises limited to the acreage as reported on 2020 FSA-578 Farm #5444 totaling 30.93 tillable acres, located in the North Half (N 1/2) of Section Two (2); and the Northeast Quarter (NE 1/4) of Section Three (3); all in Township Sixteen North (T16N), Range Three East (R3E) of the Third Principal Meridian (3rd P.M.), Oakley Township, Macon County, Illinois, FSA-578 Program Year 2019 map attached.

A) LENGTH OF TENURE: The term of this Lease shall begin on the latter of March 1, 2021, or the date of signing of this Lease and shall end the last day of February 2022, or after all the crops on the premises have been harvested, whichever occurs first. Landowner may terminate this Lease without cause anytime prior to March 1, 2021 by giving Tenant five (5) days advance written notice. In the event this Lease is terminated without cause by Landowner, the Tenant will be reimbursed for all farming operations completed at going custom rates and crop inputs purchased providing Tenant furnishes Landowner an invoice and receipts or other supporting material for such operations or purchases upon Landowner's request. This shall be Tenant's sole remedy in the event this Lease is terminated without cause.

B) DIVISION OF CROPS: Landowner will receive 50% of all crops grown on the premises, and title to such share shall be in the Landowner from the date of planting.

C) CASH RENT PROVISIONS: None

D) COST SHARED BY LANDOWNER/TENANT: The Landowner will share in the following crop production costs after agreeing in advance of their purchase.

Limestone	100%	Material and application
Fertilizer	50%	Material only - all application provided by Tenant
Herbicides:		
Pre-emerge	50%	Material only - all application provided by Tenant
Post-emerge	50%	Material only - all application provided by Tenant
0-till Burndown	0%	All material and application provided by Tenant
Brush Killer	100%	Landowner 100% material - Tenant 100% application
Insecticide	50%	Material and rescue applications
Soil Testing	50%	As directed by Landowner and farm manager
Seeds	50%	As set forth in annual crop plan

E) GOVERNMENTAL PROGRAM: Participation in Governmental Programs is at the discretion of the Landowner. The payment share in the USDA Ag Program Contract shall be the same as the division of crops.

Landowner shall receive 100% of Conservation Reserve Program payments. The Tenant shall maintain conservation reserve program improvements and acreage in accordance with USDA requirements.

F) STORAGE, DELIVERY AND SALE OF CROP: The Tenant agrees to store, at the option of the Landowner as much of the Landowner's share of the crop as possible, using one-half of the space provided by the Landowner, in cribs, granaries, or barns on the farm. Landowner's share of the crop shall be delivered, without cost to the Landowner, to **CLARKSON GRAIN.** Landowner, pursuant to rights given by Illinois law requires that Tenant disclose the person to whom the Tenant intends to sell any crops grown on the premises. The Tenant hereby declares that he intends to sell the crop to **CLARKSON GRAIN.** In all of the Tenant's deliveries of sales of farm products grown on the premises and in all of his grants or security interests therein, Tenant shall disclose to the purchaser

or secured party the existence of the Landowner-Tenant relationship of this lease and the terms hereof regarding title to the Landowner's share of the crop.

G) LANDOWNER AGREES TO PAY THE FOLLOWING EXPENSES:

1. Taxes on premises and improvements owned or held by Landowner.
2. Materials the Landowner deems necessary for repairs and improvements on the above described premises.

H) TENANT AGREES TO PAY THE FOLLOWING EXPENSES:

1. All machinery, equipment, power and labor required to farm the premises properly.
2. Labor, except skilled labor, required for repairs and improvements.

I) TENANT SHALL HAVE THE FOLLOWING DUTIES IN OPERATING THE PREMISES:

1. To cultivate the premises faithfully and in a timely, thorough and businesslike manner.
2. To keep premises neat, and to prevent any unnecessary waste, damage, or soil erosion.
3. Not to allow noxious weeds to go to seed on said premises, but to destroy same; to cut all weeds, sprouts and brush in fence rows, drainage ditches, waterways; and on roads adjoining as often as needed each year without charge to the Landowner for labor.
4. To keep open ditches, tile drains, tile outlets, grass waterways, and terraces in good repair. To preserve established watercourses or ditches, and to refrain from any operation that will injure them.
5. Not to burn corn stalks, cobs, straw or other residue grown on the premises, nor to remove any hay, cobs or straw or other residue except by agreement, and only as permitted by law.
6. To clip small grain stubble and to prevent noxious weeds from going to seed.
7. Not to permit trampling of rotation fields by livestock in wet weather when the soil is soft, and to prevent rooting by hogs.
8. To follow such crop rotation, tillage practices, fertilizer programs, conservation measures, and arrangements as are worked out with the Landowner or his Agent. To apply fertilizer and limestone at the rate stated in the annual crop plan. Landowner is not liable for the cost of over application of fertilizer, limestone, herbicide and/or insecticide.
9. To comply with pollution control and environmental protection requirements, and to implement soil erosion control practices.
10. To use prudence and care in transporting, storing, handling, and applying all fertilizers, pesticides, herbicides, and other chemicals and similar substances. To read and follow instructions on the labels for the use of such materials in order to avoid injury or damages to persons or property or both on the leased premises and adjoining areas. To comply with all applicable federal, state and local statutes, regulations, rules and ordinances.
11. Not to cut, bulldoze, damage or destroy (or permit any such damage or destruction) of trees without written permission of Landowner.
12. Not to permit, encourage, or invite other person or persons to use any part or all of this premises for any purpose or activity not directly related to its use for agricultural production, including hunting.
13. Not to dispose of solid waste nor permit others to dispose of solid waste on the premises.
14. Not to store chemicals on the premises other than the current season. When chemicals or petroleum products are stored on the premises, they will be only those planned to be used on the premises and they will be in closed, tight containers above ground and clearly marked. No chemicals or chemical containers will be disposed of on the premises.
15. To certify all acres planted and production harvested from the premises each year in compliance with the Government Program in effect at that time as required by the Farm Service Agency Office.
16. Roadside ditches will be mowed at least once after August 15 and once in September.

J) SPECIAL AGREEMENT: The Tenant will not commit the Landowner to pay for repairs or improvements on the above described premises.

K) ADDITIONAL AGREEMENTS:

1. Tenant shall not erect or permit to be erected upon said premises, any structure, building, fence or sign of any kind whatsoever, except by the written consent of the Landowner, nor purchase any materials or incur any expenses for the account of the Landowner without Landowner's express approval and will not make a claim for labor at any time unless Landowner has given written permission at a previous date.
2. Tenant shall not add electrical wiring, plumbing or heating without written permission of the Landowner, and when same is given it shall pass inspection of local building authorities, power company, and insurance companies. Said additions shall immediately become part of the Landowner's premises against which the Tenant will have no further claim unless otherwise agreed in writing.
3. Tenant shall not cut live trees for sale purposes or personal use.
4. Limestone and application costs are depreciated over five crop years. Tenant will be reimbursed for any undepreciated portion. Landowner will reimburse upon final division.

5. As soon as the information is available, not later than August 1, during the term of this lease, Tenant will provide Landowner with a crop map of the premises noting field boundaries. Crop map information shall include tillage practices, acres and type of crop planted, planting dates, varieties of seed, fertilizers and their rates, limestone and their rates, and pesticides and their rates. Tenant also agrees to deliver to Landowner a copy of any FSA-578 Report of Commodities by July 15, during the term of this lease.
6. Tenant shall keep production from premises separate from other grain. Not later than November 1, during the term of this lease, Tenant will provide the Landowner with date of harvest, acres harvested, and yield per acre. Production evidence shall be verified by delivery sheets or by other means acceptable to the local county FSA office. If Tenant uses yield monitoring and/or Global Positioning Equipment, Tenant agrees to provide Landowner a copy of any data collected. If the Tenant is permitted to store grain or equipment, any such storage shall be at the Tenant's sole risk and Landowner shall not be liable for any loss, damage or spoilage to the grain or equipment.
7. Tenant shall indemnify, defend, and hold harmless Landowner and FIRST ILLINOIS AG GROUP, their shareholders, officers, directors, employees, agents, successors, assigns, and legal representatives from and against any and all losses, claims, damages, liabilities, expenses (including reasonable attorney fees and fees of technical consultants and expert witnesses), fines, penalties, and costs arising out of Tenant's operations conducted on the premises or performance of this Lease, except where caused by the negligence or willful misconduct of Landowner or FIRST ILLINOIS AG GROUP in the operation or maintenance of the premises, including failure to pay rent even though this lease is terminated under paragraph entitled "Rent and Time of Payment". This indemnification provision shall survive expiration or termination of this lease. Tenant agrees that FIRST ILLIONIS AG GROUP is executing this lease on behalf of and as the agent for Landowner and shall have no personal liability to Tenant with respect to this lease.
8. Tenant shall not apply nitrogen fertilizer in excess of University of Illinois nitrogen fertilizer recommendation for optimal economic benefit.
9. Tenant shall not apply ammonium sulfate.
10. Tenant shall not enter into any Carbon Sequestration Agreements on premises without Landowner's prior written consent.

L) FIELDWORK FOR NEXT YEAR'S CROP: Tenant shall not be authorized to prepare for crops to be harvested in the next crop year until receiving written permission to do so from Landowner. Where permission is granted and in the event the premises are not leased to the Tenant for the next lease year, Tenant will be reimbursed at going custom rates for the work performed and agrees to release all interest in the premises and crops on which the preparation is made. The granting of permission to prepare for the next crop does not constitute rental of the premises for the next lease year. If Tenant proceeds to prepare for next year's crops, without written permission, he may not be compensated for such work. Any reimbursement shall be at Landowner's discretion.

M) MINERAL RIGHTS: Nothing in this lease shall confer upon the Tenant any right to minerals underlying said premises or any part thereof, but the same are hereby expressly reserved by the Landowner together with the full right, liberty and land room to them, to enter upon the premises and to bore, search and excavate for same to work and remove the same, and to deposit excavated rubbish, and with full liberty to pass over said premises with vehicles and lay down and work any such railroad track or tracks, tanks, pipe lines, powers and structures as may be necessary or convenient for the above purpose. Said Landowner, however, agrees to deduct from the annual rent, pro-rata for the premises so taken by him or his assigns for said uses when the rental of such premises is cash, and to reimburse the said Tenant for any actual damage he may suffer for his share of the crops destroyed where such premises is on grain rent and to release Tenant from obligation to continue farming this premises when development of resources interferes materially with Tenant's ability to make a satisfactory return.

N) LIABILITY: Landowner shall in no way be liable in damages for failure of the water supply or for any damage by the elements or otherwise to any of the improvements nor for any loss or damage while improvements are under construction or repair nor for any failure to repair or alter or replace any buildings or improvements.

Tenant takes possession of the leased premises "as is." Tenant, his successors and assigns hereby release Landowner and FIRST ILLINOIS AG GROUP for all claims of injuries or property damage suffered by himself, his family, his employees and agents arising out of or in connection with the performance of this Lease; Tenant's, his family's, employees' and agents' presence on the premises; and Tenant's pursuance of his farming operations except where such claims or damages arise from or are caused by the negligence or willful misconduct of Landowner or FIRST ILLINOIS AG GROUP in the operation or maintenance of the premises.

Tenant shall obtain and maintain during the term hereof an occurrence liability insurance policy, naming as additional insureds, both the Landowner and FIRST ILLINOIS AG GROUP in its individual and fiduciary capacity with, at a very minimum, $1 million combined single limit coverage for the term of this lease. Certificate of Insurance shall be issued and delivered to FIRST ILLINOIS AG GROUP prior to lease taking affect.

O) SUBLEASING: The Tenant shall have no right to lease or sublet any part of the premises or to assign the lease to any person or persons whomsoever, without Landowner's prior written consent.

P) OTHER LEASES OR EASEMENTS: This Farm Lease is subject to, and Landowner reserves the right to continue with, or enter into, additional leases or easements of the premises during the term hereof, examples of which are hereafter listed: wind energy leases or easements; solar energy leases or easements; coal, oil, or gas leases; pipeline easements or leases; utility easements or leases; telecommunication easements or leases; or leases or easements for similar uses. All proceeds of such additional leases or easements are, or will be, payable to Landowner, except for Tenant's reasonable crop damages, if any, for the term hereof, and Tenant hereby consents to such additional leases or easements and agrees to cooperate therewith.

Q) TERMINATION: The Tenant agrees that at the expiration or termination of this lease, the Tenant will yield possession of the premises to the Landowner without further demand or notice, in as good order and condition as when they were entered upon by the Tenant, loss by fire, flood, or tornado, and ordinary wear accepted. If the Tenant fails to yield possession, he shall pay to the Landowner a penalty of $5.00 per acre per day for each day he remains in possession thereafter, in addition to any damages caused by the Tenant to the premises or improvements and said payments shall not entitle the Tenant to any interest or any kind of character in or on the premises.

R) LANDOWNER'S LIEN: The Landowner's Lien provided by Section 9-316 of the Code of Civil Procedure, on crops grown or growing on the premises, shall secure payment of the rent herein specified. In addition, the Tenant grants to the Landowner a security interest in such crops to secure the faithful performance of the terms of this lease, including payment of rent. Tenant consents to any filing required by law to perfect the statutory Landowner's lien and security interest in crops.

S) RIGHT OF ENTRY: The Landowner reserves the right personally or by agents, employees, or assigns to enter upon the premises at any reasonable time for purpose of viewing them, of working or making repairs or improvements thereon, of caring for and disposing of the Landowner's share of the crops, of developing mineral resources, for any recreational use of the premises including hunting and any other use that does not interfere with the Tenant's farming operations, or after notice of termination has been given and following severance of crops of tilling, preparing a seedbed, making seedlings, gleaning corn, applying fertilizers, and any other operation necessary to good farming by the succeeding operator, these operations not to interfere with the Tenant in carrying out the regular farming operations. The Landowner shall have the exclusive right to hunt and permit others to hunt.

T) FAILURE TO PERFORM: If the Tenant shall, from any cause, fail to comply with all his agreements herein, the Landowner may at any time when such failure occurs after giving reasonable written notice of his intention to do so, take active possession of said premises and buildings thereon which the Tenant agrees to surrender, and employ other persons to tend said crop and perform all the agreements of the Tenant as herein contained as fully as the same are contemplated in this agreement and after deducting all monies advanced, or monies or grain due for the rent and the expense of attending such crop as aforesaid, to pay the residue, if any, to the Tenant. If the Tenant shall fail to pay the cash rent and advances, or account for the crop share as herein stipulated or shall fail to keep any of the agreements of this lease, all costs and attorney's fees of the Landowner in enforcing collection or performance shall be added to and become a part of the obligations payable by the Tenant hereunder and shall be considered rent. The obligation of Tenant to pay rent shall not be deemed to be waived, released or terminated by Landowner's service of any notice or suit.

U) FINANCIAL DISCLOSURE: It is agreed by and between the Landowner and the Tenant that the continued financial ability of Tenant to perform his obligations under the terms of this lease is a condition to the granting of the lease by the Landowner to the Tenant. Tenant shall furnish such financial information as may be requested, including a current financial statement. Failure to produce requested information shall constitute default under the foregoing paragraph.

V) SOIL CONSERVATION: The Landowner and Tenant confirm the common goal of minimizing soil erosion losses and preserving productivity of the premises. It is the Tenant's direct responsibility to implement any conservation tillage, crop rotation, and maintenance practices required by the Natural Resource Conservation Service and authorized by the Landowner to be in compliance with existing USDA Farm Programs as administered by the Consolidated Farm Service Agency.

The Landowner is using this site as a siltation pond for dredge material from Lake Decatur. The Landowner reserves the right to use any or all the tillable acreage in conjunction with the dredging operation, and if so used, Tenant agrees to automatically relinquish his lease rights. Tenant will be reimbursed for all farming operations completed and crop inputs purchased on affected acreage.

W) RELATIONSHIP OF PARTIES: It is agreed that the Tenant is an independent contractor. Landowner shall not be responsible for Tenant's employee's wages and payroll taxes. The relationship between the parties is such that neither is the agent or partner of the other for any purpose whatsoever. The rights of Tenant under this agreement are not assignable by him for any purpose.

X) SEVERABILITY: If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and

provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law. If a court having proper jurisdiction holds a particular Lease provision unreasonable, that restriction shall be modified to the extent necessary in the opinion of such court to make it reasonable and legally valid.

Y) APPLICABLE LAW AND VENUE: The laws of the State of Illinois shall govern the validity, performance and enforceability of this Lease. The parties irrevocably consent to the exclusive jurisdiction for any lawsuit arising under this Lease to be in the Circuit Court of Macon County, in Decatur, Illinois or, if applicable, the United States District Court for the Central District of Illinois, Urbana, Illinois Division.

Z) EXTENT OF AGREEMENT: The terms of this lease shall be binding upon the heirs, executors, administrators, and successors of both the Landowner and the Tenant in like manner as upon the original parties. All of the rights and privileges and reservations in favor of the Landowner may be exercisable by FIRST ILLINOIS AG GROUP in its representative capacity.

YOU ARE HEREBY NOTIFIED that FIRST ILLINOIS AG GROUP ("Agent") for CITY OF DECATUR FARM 2 ("Landowner") in this transaction. Agent is not representing you in this transaction and any benefit you receive as a result of Agent's work on this transaction is purely incidental and should not be construed as creating an agency relationship between you and Agent.

Agent owes the Landowner in this transaction undivided fiduciary duties, which include but are not limited to the duties of loyalty, disclosure, obedience, confidentiality, and reasonable care. Agent must put Landowner's interest first and negotiate the best terms and conditions for Landowner, not for you.

You have the responsibility to protect your own interests. Carefully read all agreements to make sure they accurately reflect your understanding. If you need additional advice for legal, tax, insurance, building inspection, equipment inspection, or other matters, it is your responsibility to consult a professional in those areas. In addition, you can choose to have the advice, assistance, and representation of your own real estate licensee. Do not assume that a real estate licensee is representing you or is acting on your behalf unless you have contracted in writing for such representation.

The tenant grants permission to the Farm Service Agency to release <u>any and all</u> forms, documents, maps, contracts and yield data associated with the property referenced in the lease arrangement to First Illinois Ag Group and its representatives.

IN WITNESS WHEREOF, we affix our signatures below.

BY: _____ DATE: 02-25-2021
FIRST ILLINOIS AG GROUP, AGENT FOR
CITY OF DECATUR FARM #2

TENANT TAX I.D._____ BY: Steven T. Bell DATE: 2-24-21
STEVE BELL, TENANT

BY:_____ DATE:_____
MAYOR, CITY OF DECATUR

ATTEST:_____ DATE:_____
CITY CLERK

Revised 1/2021

OAKLEY SEDIMENT BASIN EXTERIOR FARM AREAS

Public Works

DATE: 3/5/2021

MEMO: 2021-27

TO: Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Matt Newell, P.E., Public Works Director
Keith Alexander, Water Production Manager

SUBJECT: Resolution Authorizing Cash Rent Farm Lease with Craig Hill for DeWitt County Water Wellfield

SUMMARY RECOMMENDATION:
It is proposed that the City Council adopt the attached resolution authorizing a Cash Rent Farm Lease with Craig Hill for the DeWitt County Wellfield.

BACKGROUND:
The City-owned DeWitt County Water Wellfield has 106.21 acres that have been farmed for several years by Mr. Hill under a lease from First Illinois Ag Group, the City's farm management consultant. Last fall City staff determined that these annual leases also need to be authorized by the City Council.

Since the quality of the soil at the Wellfield is high, the leases have been on a cash rent basis, with a bonus rent based on actual crop production and average market price, to maximize City income. In 2020, the City's net farm income at this location was $26,611.09.

First Illinois Ag Group recommends that Mr. Hill be allowed to continue farming the Wellfield since he is very knowledgeable of the unique characteristics of the property and has successfully farmed on it for many years.

PRIOR COUNCIL ACTION: None.

POTENTIAL OBJECTIONS: None Forseen.

INPUT FROM OTHER SOURCES:
First Illinois Ag Group

LEGAL REVIEW: The proposed lease was provided to the Legal Department for review on February 10, 2021.

STAFF REFERENCE: STAFF REFERENCE: Matt Newell, Public Works Director, 424-2747. Keith Alexander, Water Production Manager, 424-2863. Matt will be in attendance at the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS: There are no implications.

COPY:
James Schroeder, First Illinois Ag Group
Craig Hill, Tenant

ATTACHMENTS:

Description	Type
Resolution Authorizing Cash Rent Farm Lease with Craig Hill for DeWitt County Water Wellfield	Resolution Letter
Location Maps	Backup Material

RESOLUTION NO. _____

RESOLUTION AUTHORIZING CASH RENT FARM LEASE WITH CRAIG HILL FOR DEWITT COUNTY WATER WELLFIELD

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

Section 1. That the Cash Rent Farm Lease presented to the Council herewith as Exhibit A and made part hereof, between Craig Hill and the City of Decatur, Illinois, be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Cash Rent Farm Lease between the City of Decatur, Illinois and Craig Hill at no cost to the City.

PRESENTED AND ADOPTED this 15th day of March, 2021.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
City Clerk

EXHIBIT A

(Upon completion and execution by the parties, this document shall become a binding lease)

CASH RENT FARM LEASE

THIS LEASE is entered into by and between **LANDOWNER, CITY OF DECATUR FARM by and through the LANDOWNER'S AGENT, FIRST ILLINOIS AG GROUP,** and **TENANT, CRAIG HILL, 5867 E. WASHINGTON ST. ROAD, MAROA, IL 61756.**

THE LANDOWNER leases to the Tenant, for agricultural purposes only, the following described real estate (hereinafter "premises"), including the fixed improvements thereon:

The Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section Thirty-Six (36); and the North One-Half (N 1/2) of the Northeast Quarter (NE 1/4) of Section Thirty-Six (36); all in Township Nineteen North (T19N), Range Three East (R3E) of the 3rd P. M., Creek Township, DeWitt County, Illinois, containing 120.0 acres, more or less, except the real estate where the City of Decatur wells, pump houses, and water holding ponds are located on the above described property.

A) LENGTH OF TENURE: The term of this Lease shall begin on the latter of March 15, 2021, or the date of signing of this Lease and shall end the last day of February 2022, or after all the crops on the premises have been harvested, whichever occurs first. Landowner may terminate this Lease without cause any time prior to March 15, 2021 by giving Tenant five (5) days advance written notice. In the event this Lease is terminated without cause by Landowner, the Tenant will be reimbursed for all farming operations completed at going custom rates and crop inputs purchased providing Tenant furnishes Landowner an invoice and receipts or other supporting material for such operations or purchases upon Landowner's request. This shall be Tenant's sole remedy in the event this Lease is terminated without cause.

B) RENT AND TIME OF PAYMENT: The tenant agrees to pay the landowner a base rent of $285.00 per acre on 106.21 tillable acres, for a total of $30,269.85 on or before March 15, 2021 (the "due date"). If the Landowner has not received the base rent, in full, by the due date, Landlord may terminate this Farm Lease and collect the unpaid rent, and Tenant shall immediately remit any farm program payments received for the lease year to the Agent. **In the event Landowner has not received the rent, in full, by the due date and Landowner terminates lease, Landowner is not obligated to reimburse Tenant for farming operations or crop inputs purchased.**

In addition to the base rent, the tenant shall pay the landowner a bonus rent on or before November 15, 2021 based on production and average market price, to be calculated using the following formula:

Bonus rent due = .4 [{((bc x pc) + (bc2 x pc2)) - 745} ac + {((bs x ps) + (bs2 x ps2)) - 545} as]

bc = the greater of (a) bushels of corn per acre of corn produced on the premises (up to 200.0 bushels per acre), or (b) 80% of the Federal Crop Insurance Corporation approved yield on the premises. If approved yield cannot be established, then 200.0 bushels per acre shall be substituted for option b.
bc2= bushels of corn per acre over 200.0 produced on the premises.
pc = the greater of (a) the average Wednesday closing local bid for fall 2021 corn at Topflight Grain Cooperative in Bement, Illinois for the period of March 2021 through October 2021 or (b) the premises county Farm Service Agency loan rate for corn.
pc2= fall cash bid of 2021 corn at Topflight Grain Cooperative in Bement, Illinois at the close on the last Wednesday October 2021.
ac = acres of corn planted on the premises according to the FSA-578.
bs = the greater of (a) bushels of soybeans per acre of soybeans produced on the premises (up to 70.0 bushels per acre), or (b) 80% of the Federal Crop Insurance Corporation approved yield on the premises. If approved yield cannot be established, then 65.0 bushels per acre shall be substituted for option b.
bs2= bushels of soybeans per acre over 70.0 produced on the premises.
ps = the greater of (a) the average Wednesday closing local bid for fall 2021 soybeans at Topflight Grain Cooperative in Bement, Illinois for the period of March 2021 through October 2021, or (b) the premises county Farm Service Agency loan rate for soybeans.
ps2= fall cash bid of 2021 soybeans at Topflight Grain Cooperative in Bement, Illinois on the last Wednesday of October 2021.
as = acres of soybeans planted on the premises according to the FSA-578.

Bonus rent due shall be reduced by a sum equivalent to 40% of the amount paid for post emergence fungicide and/or insecticide applied to premises. Tenant to provide paid invoice for post-emergence fungicide and/or insecticide applied to premises.

Bonus rent shall be increased by a sum equivalent to 40% of Market Facilitation Program Payment or similar USDA Program Payment enacted for this year on the premises.

The price of fall delivery corn and/or soybeans may be determined at any time both Tenant and Landowner agree on date and percent of crop sold. The remaining percent of crop not sold by agreement of both Tenant and Landowner shall be determined by the average Wednesday closing bid as described in this lease. Confirmation of sales by both Tenant and Landowner shall be made on e-mail.

C) SOIL FERTILITY: Tenant shall apply and pay for, prior to planting this lease year, fertilizer as outlined on present lease year crop map. A paid fertilizer receipt to be provided to Landowner.

D) LANDOWNER AGREES TO PAY THE FOLLOWING EXPENSES:

1. Taxes on premises and improvements owned or held by Landowner.
2. Materials the Landowner deems necessary for repairs and improvements on the above described premises.
3. Soil tests and limestone approved by Landowner.

E) LANDOWNER WILL NOT PAY FOR THE FOLLOWING: The Landowner shall not be obligated to pay for any fertilizer, seed, chemicals, machinery, power or labor, except skilled labor required to make repairs or improvements as expressly approved by Landowner.

F) TENANT SHALL HAVE THE FOLLOWING DUTIES IN OPERATING THE PREMISES:

1. To cultivate the premises faithfully and in a timely, thorough and businesslike manner.
2. To keep premises neat, and to prevent any unnecessary waste, damage, or soil erosion.
3. Not to allow noxious weeds to go to seed on said premises, but to destroy same; to cut all weeds, sprouts and brush in fence rows, drainage ditches, waterways; and on roads adjoining as often as needed each year without charge to the Landowner for labor.
4. To keep open ditches, tile drains, tile outlets, grass waterways, and terraces in good repair. To preserve established watercourses or ditches and to refrain from any operation that will injure them.
5. Not to burn corn stalks, cobs, straw or other residue grown on the premises, nor to remove any hay, cobs or straw or other residue except by agreement and only as permitted by law.
6. To clip small grain stubble and to prevent noxious weeds from going to seed.
7. Not to permit trampling of rotation fields by livestock and to prevent rooting by hogs.
8. To follow such crop rotation, tillage practices, fertilizer programs, herbicide programs, insecticide programs, conservation measures, and arrangements as are worked out with the Landowner or his Agent. Landowner is not liable for the cost of over application of fertilizer, limestone, herbicide, and/or insecticide.
9. To comply with pollution control and environmental protection requirements, and to implement soil erosion control practices.
10. To use prudence and care in transporting, storing, handling, and applying all fertilizers, pesticides, herbicides, and other chemicals and similar substances. To read and follow instructions on the labels for the use of such materials in order to avoid injury or damages to persons or premises or both on the leased premises and adjoining areas. To comply with all applicable federal, state and local statutes, regulations, rules and ordinances.
11. Not to cut, bulldoze, damage or destroy (or permit any such damage or destruction) of trees without written permission of Landowner.
12. Not to permit, encourage, or invite other person or persons to use any part or all of the premises for any purpose or activity not directly related to its use for agricultural production, including hunting.
13. Not to either dispose of solid waste nor permit others to dispose of solid waste on the premises.
14. Not to store chemicals on the premises other than the current season. When chemicals or petroleum products are stored on the premises, they will be only those planned to be used on the premises and they will be in closed, tight containers above ground and clearly marked. No chemicals or chemical containers will be disposed of on the premises.
15. To certify all acres planted and production harvested from the premises each year in compliance with the Government Program in effect at that time as required by the Farm Service Agency and provides a copy of certification to Landowner.
16. Roadside ditches will be mowed at least once after August 1 and once in September.

G) SPECIAL AGREEMENT: The tenant will not commit the Landowner to pay for repairs or improvements on the above described premises.

H) ADDITIONAL AGREEMENTS:

1. Tenant shall not erect or permit to be erected upon said premises, any structure, building, fence or sign of any kind whatsoever, except by the written consent of the Landowner, nor purchase any materials or incur any expenses for the account of the Landowner without Landowner's express approval and will not make a claim for labor at any time unless Landowner has given written permission at a previous date.
2. Tenant shall not add electrical wiring, plumbing or heating without written permission of the Landowner, and when same is given it shall pass inspection of local building authorities, power company, and insurance companies. Said additions shall immediately become part of the Landowner's premises against which the Tenant will have no further claim unless otherwise agreed in writing.
3. Tenant shall not cut live trees for sale purposes or personal use.
4. Tenant shall provide Landowner with copies of bills for crop inputs, including seed, pesticides, fertilizer and any other product used for crop production.

5. As soon as the information is available, not later than August 1, during the term of this lease, Tenant will provide Landowner with a crop map of the premises noting field boundaries. Crop map information shall include tillage practices, acres and type of crop planted, planting dates, varieties of seed, fertilizers and their rates, limestone and their rates, and pesticides and their rates. Tenant also agrees to deliver to Landowner a copy of any FSA-578 Report of Commodities by July 15, during the term of this lease.
6. Tenant shall keep production from the premises separate from other grain. Not later than November 1, during the term of this lease, Tenant will provide the Landowner with date of harvest, acres harvested, and yield per acre. Production evidence shall be verified by delivery sheets or by other means acceptable to the local county FSA office. If Tenant uses yield monitoring and/or Global Positioning Equipment, Tenant agrees to provide Landowner a copy of any data collected. If the Tenant is permitted to store grain or equipment, any such storage shall be at the Tenant's sole risk and Landowner shall not be liable for any loss, damage or spoilage to the grain or equipment.
7. Tenant shall indemnify, defend, and hold harmless Landowner and First Illinois Ag Group, their shareholders, officers, directors, employees, agents, successors, assigns, and legal representatives from and against any and all losses, claims, damages, liabilities, expenses (including reasonable attorney fees and fees of technical consultants and expert witnesses), fines, penalties, and costs arising out of Tenant's operations conducted on the premises or performance of this Lease, except where caused by the negligence or willful misconduct of Landowner or First Illinois Ag Group in the operation or maintenance of the premises, including failure to pay rent even though this lease is terminated under paragraph entitled "Rent and Time of Payment". This indemnification provision shall survive expiration or termination of this lease. Tenant agrees that First Illinois Ag Group is executing this lease on behalf of and as the agent for Landowner and shall have no personal liability to Tenant with respect to this lease.
8. Tenant shall not apply nitrogen fertilizer in excess of University of Illinois nitrogen fertilizer recommendation for optimal economic benefit.
9. Tenant shall not apply ammonium sulfate.
10. Tenant shall not enter into any Carbon Sequestration Agreements on premises without Landowner's prior written consent.

I) FIELDWORK FOR NEXT YEAR'S CROP: Tenant shall not be authorized to prepare for crops to be harvested in the next crop year until receiving written permission to do so from Landowner. Where permission is granted and in the event the premises are not leased to the Tenant for the next lease year, Tenant will be reimbursed at going custom rates for the work performed and agrees to release all interest in the premises and crops on which the preparation is made. The granting of permission to prepare for the next crop does not constitute rental of the premises for the next lease year. If Tenant proceeds to prepare for next year's crops, without written permission, he may not be compensated for such work. Any reimbursement shall be at Landowner's option.

J) GOVERNMENTAL PROGRAM: Participation in Governmental Programs is at discretion of Landowner. The Tenant's right to retain farm program payments payable before or after beginning of the term of this lease is contingent on the Tenant's timely payment in full of the cash rent. If Tenant does enroll in government programs, Tenant shall be responsible to perform all program requirements.

Landowner shall receive 100% of Conservation Reserve Program payments. The Tenant shall maintain conservation reserve program improvements and acreage in accordance with USDA requirement.

K) MINERAL RIGHTS: Nothing in this lease shall confer upon the Tenant any right to minerals underlying said premises or any part thereof, but the same are hereby expressly reserved by the Landowner together with the full right, liberty and land room to them, to enter upon the premises and to bore, search and excavate for same to work and remove the same, and to deposit excavated rubbish, and with full liberty to pass over said premises with vehicles and lay down and work any such railroad track or tracks, tanks, pipe lines, powers and structures as may be necessary or convenient for the above purpose. Said Landowner, however, agrees to deduct from the annual rent, prorate for the premises so taken by him or his assigns for said uses when the rental of such premises is cash, and to reimburse the said Tenant for any actual damage he may suffer for his share of the crops destroyed where such premises is on grain rent and to release Tenant from obligation to continue farming the premises when development of resources interferes materially with Tenant's ability to make a satisfactory return.

L) LIABILITY: Landowner shall in no way be liable in damages for failure of the water supply or for any damage by the elements or otherwise to any of the improvements nor for any loss or damage while improvements are under construction or repair or for any failure to repair or alter or replace any buildings or improvements.

Tenant takes possession of the leased premises "as is". Tenant, his successors and assigns hereby release Landowner and First Illinois Ag Group for all claims of injuries or premises damage suffered by himself, his family, his employees and agents arising out of or in connection with the performance of this Lease; Tenant's, his family's, employees' and agents' presence on the premises; and Tenant's pursuance of his farming operations except where such claims or damages arise from or are caused by the negligence or willful misconduct of Landowner or First Illinois Ag Group in the operation or maintenance of the premises.

Tenant shall obtain and maintain during the term hereof an occurrence liability insurance policy, naming as additional insureds, both the Landowner and First Illinois Ag Group in its individual and fiduciary capacity with, at a very minimum, $1 million combined single limit

coverage for the term of this lease. Certificate of Insurance shall be issued and delivered to First Illinois Ag Group prior to lease taking affect.

M) SUBLEASING: The Tenant shall have no right to lease or sublet any part of the premises or to assign the lease to any person or persons whomsoever, without Landowner's prior written consent.

N) OTHER LEASES OR EASEMENTS: This Farm Lease is subject to, and Landowner reserves the right to continue with, or enter into, additional leases or easements of the Premises during the term hereof, examples of which are hereafter listed: wind energy leases or easements; solar energy leases or easements; coal, oil, or gas leases; pipeline easements or leases; utility easements or leases; telecommunication easements or leases; or leases or easements for similar uses. All proceeds of such additional leases or easements are, or will be, payable to Landowner, except for Tenant's reasonable crop damages, if any, for the term hereof, and Tenant hereby consents to such additional leases or easements and agrees to cooperate therewith.

O) TERMINATION: The Tenant agrees that at the expiration or termination of this lease the Tenant will yield possession of the premises to the Landowner without further demand or notice, in as good order and condition as when they were entered upon by the Tenant, loss by fire, flood, or tornado, and ordinary wear accepted. If the Tenant fails to yield possession, he shall pay to the Landowner a penalty of $5.00 per acre per day for each day he remains in possession thereafter, in addition to any damages caused by the Tenant to the premises or improvements and said payments shall not entitle the Tenant to any interest or any kind of character in or on the premises.

P) LANDOWNER'S LIEN: The Landowner's Lien provided by Section 9-316 of the Code of Civil Procedure, on crops grown or growing on the premises, shall secure payment of the rent herein specified. In addition, the Tenant grants to the Landowner a security interest in such crops to secure the faithful performance of the terms of this lease, including payment of rent. Tenant consents to any filing required by law to perfect the statutory Landowner's lien and security interest in crops. The Tenant agrees that the parties to whom crops grown on the premises may be sold will include only those listed below.

Names of potential purchasers of crops: **TOPFLIGHT GRAIN COOPERATIVE**

Q) RIGHT OF ENTRY: The Landowner reserves the right personally or by agents, employees, or assigns to enter upon the premises at any reasonable time for purpose of viewing them, of working or making repairs or improvements thereon, of developing mineral resources, for any recreational use of the premises including hunting and any other use that does not interfere with the Tenant's farming operations, or after notice of termination has been given and following severance of crops of tilling, preparing a seedbed, making seedlings, gleaning corn, applying fertilizers, and any other operation necessary to good farming by the succeeding operator, these operations not to interfere with the Tenant in carrying out the regular farming operations. The Landowner shall have the exclusive right to hunt and permit others to hunt.

R) FAILURE TO PERFORM: If the Tenant shall, from any cause, fail to comply with any of his agreements herein, the Landowner may at any time when such failure occurs after giving reasonable written notice of his intention to do so, take active possession of said premises and buildings thereon which the Tenant agrees to surrender, and employ other persons to tend said crop and perform all the agreements of the Tenant as herein contained as fully as the same are contemplated in this agreement and after deducting all monies advanced, or monies or grain due for the rent and the expense of attending such crop as aforesaid, to pay the residue, if any, to the Tenant. If the Tenant shall fail to pay the cash rent and advances, or account for the crop share as herein stipulated or shall fail to keep any of the agreements of this lease, all costs and attorney's fees of the Landowner in enforcing collection or performance shall be added to and become a part of the obligations payable by the Tenant hereunder and shall be considered rents. The obligation of Tenant to pay rent shall not be deemed to be waived, released or terminated by Landowner's service of any notice or suit.

S) FINANCIAL DISCLOSURE: It is agreed by and between the Landowner and the Tenant that the continued financial ability of Tenant to perform his obligations under the terms of this lease is a condition to the granting of the lease by the Landowner to the Tenant. Tenant shall furnish such financial information as may be requested, including a current financial statement. Failure to produce requested information shall constitute default under the foregoing paragraph.

T) SOIL CONSERVATION: The Landowner and Tenant confirm the common goal of minimizing soil erosion losses and preserving productivity of the premises. It is the Tenant's direct responsibility to implement any conservation tillage, crop rotation, and maintenance practices required by the Natural Resource Conservation Service and authorized by the Landowner to be in compliance with existing USDA Farm Programs as administered by the Farm Service Agency.

U) RELATIONSHIP OF PARTIES: It is agreed that the Tenant is an independent contractor. Landowner shall not be responsible for Tenant's employee's wages and payroll taxes. The relationship between the parties is such that neither is the agent or partner of the other for any purpose whatsoever. The rights of Tenant under this agreement are not assignable by him for any purpose.

V) SEVERABILITY: If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law. If a court having proper jurisdiction holds a particular Lease provision unreasonable, that restriction shall be modified to the extent necessary in the opinion of such court to make it reasonable and legally valid.

W) APPLICABLE LAW AND VENUE: The laws of the State of Illinois shall govern the validity, performance and enforceability of this Lease. The parties irrevocably consent to the exclusive jurisdiction for any lawsuit arising under this Lease to be in the Circuit Court of Macon County, in Decatur, Illinois or, if applicable, the United States District Court for the Central District of Illinois, Urbana, Illinois Division.

X) EXTENT OF AGREEMENT: The terms of this lease shall be binding upon the heirs, executors, administrators, and successors of both the Landowner and the Tenant in like manner as upon the original parties. Amendments to this lease may only be made in writing signed by the Landowner and the Tenant. All of the rights and privileges and reservations in favor of the Landowner may be exercisable by First Illinois Ag Group in its representative capacity.

Y) YOU ARE HEREBY NOTIFIED that FIRST ILLINOIS AG GROUP ("Agent") is a real estate licensee and is acting as Agent for CITY OF DECATUR ("Landowner") in this transaction. Agent is not representing you in this transaction and any benefit you receive as a result of Agent's work on this transaction is purely incidental and should not be construed as creating an agency relationship between you and Agent.

Agent owes the Landowner in this transaction undivided fiduciary duties, which include but are not limited to the duties of loyalty, disclosure, obedience, confidentiality, and reasonable care. Agent must put Landowner's interest first and negotiate the best terms and conditions for Landowner, not for you.

You have the responsibility to protect your own interests. Carefully read all agreements to make sure they accurately reflect your understanding. If you need additional advice for legal, tax, insurance, building inspection, equipment inspection, or other matters, it is your responsibility to consult a professional in those areas. In addition, you can choose to have the advice, assistance, and representation of your own real estate licensee. Do not assume that a real estate licensee is representing you or is acting on your behalf unless you have contracted in writing for such representation.

The Tenant grants permission to the Farm Service Agency to release <u>any and all</u> forms, documents, maps, contracts and yield data associated with the property referenced in the lease arrangement to First Illinois Ag Group and its representatives.

IN WITNESS WHEREOF, we affix our signatures below.

BY: _____ DATE: 02-26-2021
FIRST ILLINOIS AG GROUP, AGENT for
CITY OF DECATUR

TENANT TAX I.D. 37-1196494

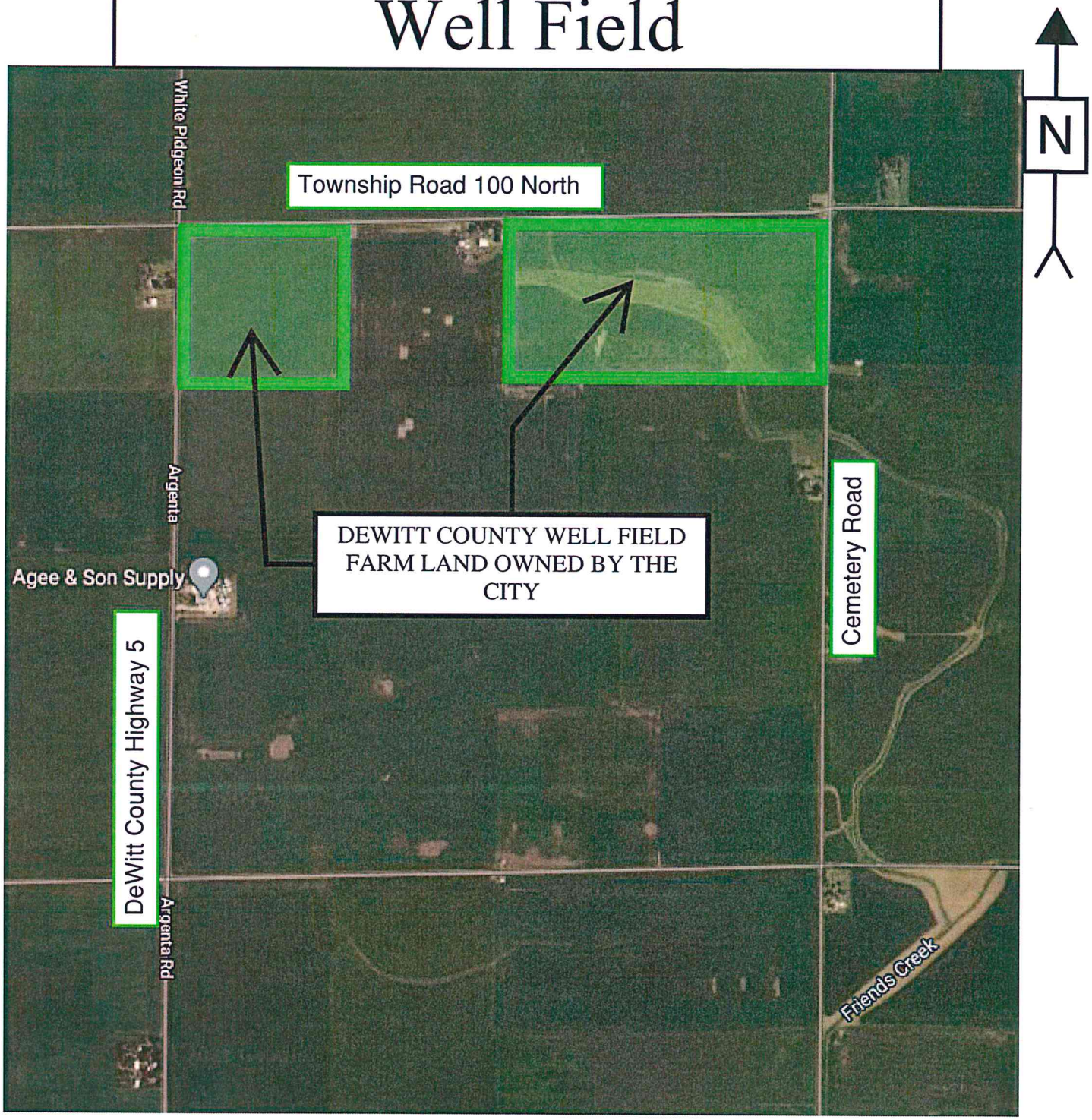
BY: _____ DATE: 2/23/21
CRAIG HILL, TENANT

BY: _____ DATE: _____
MAYOR, CITY OF DECATUR

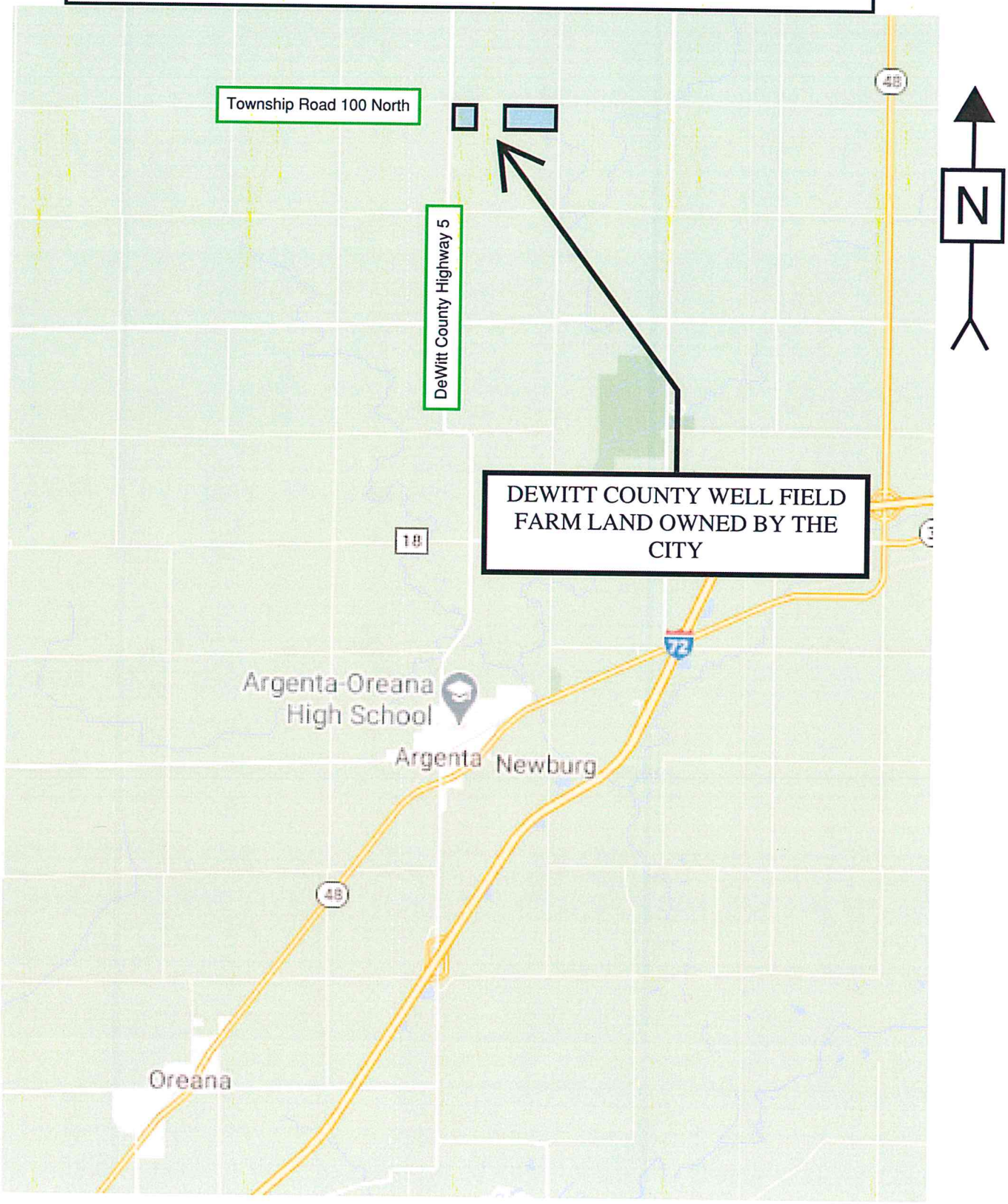
ATTEST: _____ DATE: _____
CITY CLERK

Revised 1/21

DeWitt County Water Well Field



DeWitt County Water Well Field



City Manager

DATE: 3/15/2021

MEMO: 2021-01

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Jon Kindseth, Deputy City Manager
John Williams, Mass Transit Administrator

SUBJECT:
Resolution Authorizing the Execution of a Grant Agreement with the Federal Transit Administration for Federal Share of Annual Transit Operating Funds.

SUMMARY RECOMMENDATION: Staff recommends approval of this item as presented.

BACKGROUND:
Application is made each year to the Federal Transit Administration on behalf of the City of Decatur, Il for 5307 Urban Formula apportionment. These funds are apportioned to the City of Decatur and are utilized for operating costs. The City of Decatur made application and requested FTA funds in the amount of $1,850,000. These funds will be combined with state funds to support normal operating cost of the Decatur Public Transit System.
The grant is an FY20 operating assistance for Decatur Public Transit System for the period of July 1, 2020 through June 30, 2021. The Operating Assistance is included in the DUATS TIP (Transportation Improvement Plan).

PRIOR COUNCIL ACTION: This same action is taken annually by the City Council, authorizing the annual federal grant for Decatur Public Transit System.

POTENTIAL OBJECTIONS: No known or anticipated objections to this annual action taken.

STAFF REFERENCE: Should the City Council have any questions, they may contact Jon Kindseth jkindseth@decaturil.gov; or John Williams at 217-424-3552 or jwilliams@decaturil.gov; or Michelle Alexander at 217-424-3559 or MAlexander@decaturil.gov. Mr. Kindseth will also be present at the City Council meeting.

BUDGET/TIME IMPLICATIONS: This grant will provide up to $1,850,000 to be used to fund DPTS services. The amount is approximately 35% of Transit budget, with the remaining 65% coming from State and local sources.

ATTACHMENTS:

Description	Type
Resolution Authorizing The Executive Of A Grant Agreement With The Federal Transit Administration For Federal Share of Annual Transit Operating Funds	Resolution Letter
Grant Agreement	Backup Material

RESOLUTION NO.

RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE FEDERAL TRANSIT ADMINISTRATION FOR FEDERAL SHARE OF ANNUAL TRANSIT OPERATING FUNDS

WHEREAS, the Federal Transit Administrator has been delegated authority to award Federal financial assistance for a transportation programs and projects;

WHEREAS, the grant or cooperative agreement for Federal financial assistance will impose certain obligations upon the City of Decatur, and may require the City of Decatur to provide the local share of the program cost;

WHEREAS, the City of Decatur has provided all the annual certifications and assurances to the Federal Transit Administration required for the program;

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

1. That the Mass Transit Administrator is authorized to execute a grant agreement for Federal operating assistance in the amount of $1,850,000 for FY20 apportionment on behalf of the City of Decatur with the Federal Transit Administration for Federal assistance authorized by 49 U.S.C. Chapter 53, title 23, United States Code, or other Federal statutes authorizing a project administered by the Federal Transit Administration.
2. That the Mass Transit Administrator, or designee, is authorized to file with the application the annual certifications and assurances and other documents the Federal Transit Administration requires before awarding a Federal assistance grant or cooperative agreement.
3. That the Mass Transit Administrator is authorized to execute any other instruments necessary to receive this grant with the Federal Transit Administration on behalf of the City of Decatur.

PRESENTED AND ADOPTED this 15th day of March, 2021

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT
(FTA G-28, February 9, 2021)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:
(1) "Federal Transit Administration Master Agreement," FTA MA(28), February 9, 2021, http://www.transit.dot.gov,
(2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
(3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM “FTA AWARD” OR “AWARD” IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, “AWARD” ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: Decatur, City Of

Recipient ID: 1274

DUNS No: 075613000

Award Information

Federal Award Identification Number: IL-2021-009-00

Award Name: Section 5307 Operating Assistance

Award Start Date: 3/8/2021

Original Award End Date: 3/30/2024

Current Award End Date: 3/30/2024

Award Executive Summary: The grant provides $1,850,000 of FY 2020 Section 5307 operating assistance to the City of Decatur's transit system (Decatur Public Transit System) for the period of July 1, 2020- June 30, 2021. The local share for operating will be $5,400,000 provided from the Illinois Department of Transportation. Attachments to this application will include the TIP referencing operating assistance, SFY2020 DOAP agreement letter, and STIP.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: $7,250,000.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): $1,850,000.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): $5,400,000.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): $1,850,000.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): $5,400,000.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$1,850,000
Local			$0
Local/In-Kind			$0
State			$5,400,000
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$7,250,000**

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Review Decision: DOL Concurs - Certified
Original Certification Date: 3/5/2021

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
Kelley Brookins

Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: kelley.brookins@dot.gov
Award Date: 3/8/2021

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

(1) Affirms this FTA Award,
(2) Adopts and ratifies all of the following information it has submitted to FTA:
    (a) Statements,
    (b) Representations,
    (c) Warranties,
    (d) Covenants, and
    (e) Materials,
(3) Consents to comply with the requirements of this FTA Award, and
(4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:
John Williams
Transit Administrator
Decatur, City Of
3/9/2021

City Manager

DATE: 3/10/2021

MEMO: 2021-03

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: City Manager Scot Wrighton

SUBJECT: Monthly Reports for February, 2021

ATTACHMENTS:

Description	Type
Fire, February, 2021	Cover Memo
Police, February, 2021	Cover Memo
IT, February, 2021	Cover Memo
Community Development, February, 2021	Cover Memo
Public Works, February, 2021	Cover Memo

D E C A T U R F I R E D E P A R T M E N T
MEMORANDUM
2021-03

March 8, 2021

TO: Scot Wrighton, City Manager

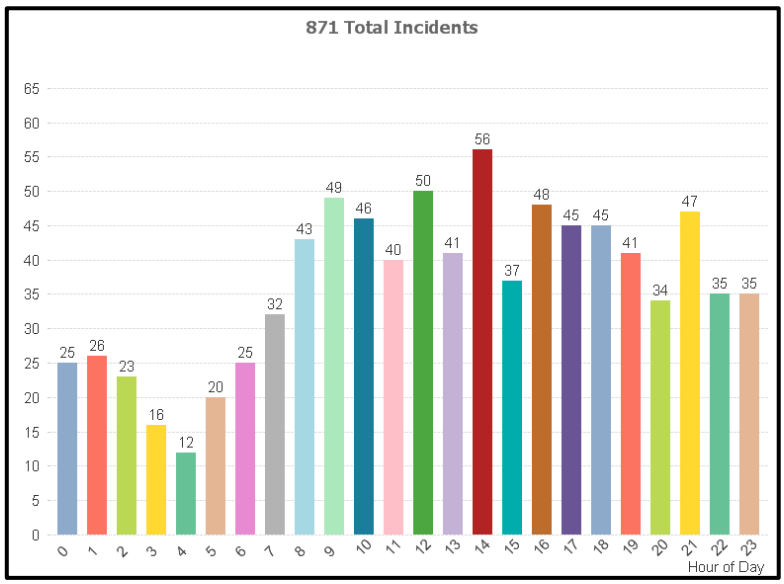
FROM: Jeff Abbott, Fire Chief

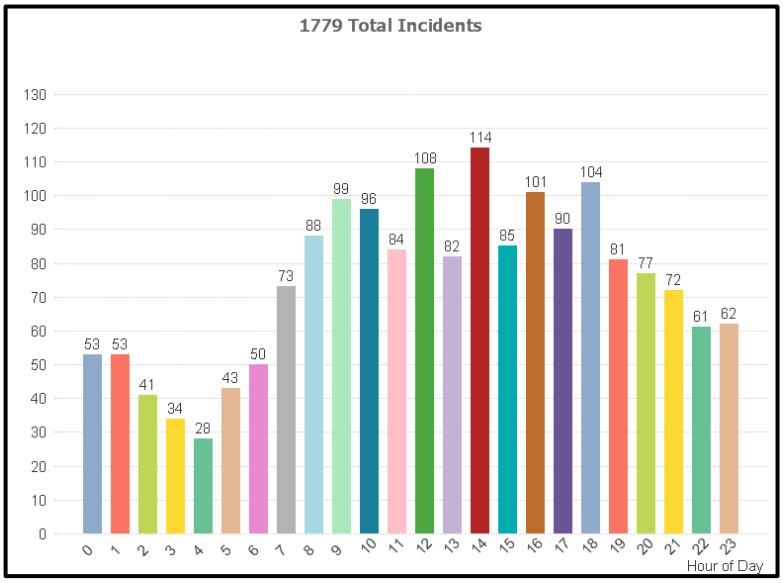
RE: Monthly Report – February 2021

The department responded to 871 incidents in February. To date, there have been 1779 incidents. The department responded to the city's 3rd fire fatality in the last 3 months. This is the most fire fatalities, in a short time span, that has occurred since 2003.

Station 3's construction has accelerated with the better weather that has occurred lately. The station is expected to open in early summer. Opticom has been completed at 19 intersections throughout the city. There will be 10-12 more intersections completed this year. Fire companies report that the system is having a positive effect on their alarm responses. The new ladder truck for station 2 will be delivered in mid-March. The repaired Truck 1 should be back in Decatur by the end of March.

The apparatus fleet continues to be problematic as repairs continue to mount. We have two pumpers that need replaced this year. They both are 20 years old and have maintenance issues and parts availability issues. Due to the amount of time it takes for a new pumper to be built and delivered, the replacement order should occur in the next couple of months.





TRAINING:

Members reviewed department Pre-plan Inspection/Occupancy procedures pertaining to company pre-plan inspections. Along with this training, members also reviewed Hydrant Testing procedures for the upcoming testing done annually in April.

EMS Training consisted of quarterly EMS Code Stations where members conducted training on a patient suffering a cardiac arrest. Department EMT-I's performed ALS functions while the entire company participated in the full arrest scenario. In addition to this code station, members also performed continuing education in the management of shock, burns, & bleeding.

Members completed training as assigned through the Target Solutions training site.

FIRE PREVENTION: No Report

DECATUR ILLINOIS POLICE DEPARTMENT

TO: **Mayor Julie Moore-Wolfe**
City Council Members
City Manager Scot Wrighton

FROM: James E. Getz, Chief of Police

RE: February 2021 Monthly Report

STAFFING

Sworn Police Officer Staffing

At the end of the month staffing was 144. Current staffing for the Decatur Police Department is as follows:

Position	Current
Police Chief	1
Deputy Chief	2
Police Lieutenant	5
Police Sergeant	17
Police Patrol Officer	119
TOTAL	144

Civilian-Non Sworn Police Staffing

At the end of month staffing was 14. Current civilian staffing for the Decatur Police Department is as follows:

Position	Current
Administrative Secretary	1
Crime Analyst	2
Sr. Clerk Typist	2
Records Supervisor	1
Parking Enforcement	2
Part-time FOIA Officer	2
Community Liaison Officer	4
Total	14

PATROL DIVISION

Function	Month	YTD
Community Meetings	0	0
Directed Patrols	11	43
Active Problem Oriented Policing Projects	1	1
Completed Problem Oriented Policing Projects	1	1
Parking Citations	22	53
Criminal Arrests	263	571
Felony Drug Arrests	23	46
Firearms Seized	24	36
Traffic Citations	382	1153
Field Interviews	177	465
Written Warnings	146	616
Calls for Service/CAD incidents	3450	7563
Unlawful use of Motor Vehicle tows	0	0
Driving Under the Influence Arrests (DUI)	22	42
DUI involving accidents	9	11
Fatal Accidents	0	0
Traffic Accidents	188	382
Accidents with Personal Injury	30	51
City Ordinances Arrests	2	19

Distracted Driving Enforcement-

Electronic Communication Device Citations:

State Citations	YTD	Warning Citations	YTD
9	24	1	4

CRIMINAL INVESTIGATIONS DIVISION

Street Crimes: Drug Seizures for the month:

Drug	Amount	YTD Seizure	Street Value
Cannabis	2978 grams	2978 grams @ $10-gram	$29,780
Cocaine-Powder	269 grams	269 grams @ $100-gram	$26,900
Cocaine-Crack	17 grams	31 grams @ $100-gram	$3,100
Heroin	0 grams	0 grams @ $300-gram	0
Ecstasy	0 hits	315 hits @ $20 hit	$6,300
Meth	1,095 grams	1259 grams @ 100-gram	$125,900
K-2/Pills:	0	0	

Search Warrants: 9 YTD: 10
US Currency Seized: $23,645 YTD: $73,645
Firearms seized: 9 YTD: 14
Vehicles seized: 1 YTD: 1

Criminal Investigations (Adult & Juvenile Detectives):

New cases assigned: 94 YTD: 187
Cases closed/resolved: 40 YTD: 110

Criminal Arrests: 17	YTD: 41
Homicides: 1	YTD: 1
Infant Death Investigations: 0	YTD: 0
Suicide Detective Investigations: 1	YTD: 1
Missing Person Investigations: 6	YTD: 12
Computer forensic Exams: 150	YTD: 302

Crime Analysis Unit and Investigations:
Sex Offender Registrations: 138 YTD: 255

Freedom of Information (FOIA)

The Professional Standards Unit received 236 Freedom of Information Act requests for the month.

Total requests YTD in 2021 is 437

Monthly Report of Priorities and Projects
Information Technology Department
Fiscal Year 2021
February

This month, the Information Technology (IT) Department staff completed the following notable work/tasks:

- Published a Request for Proposal for the Fiber Optic extension work to be paid for by the State of Illinois grant we received. Proposals are due by 4 PM on March 26th.
- Four candidates were interviewed for the open I.T. position. One was selected and Human Resources is preparing an offer for the top candidate.
- The Neighborhood Camera Project was delayed as we work through the contract language with the vendor. We anticipate presenting this project to City Council on March 15th.
- IT Continues to work with Development to implement the Civic Management System from OpenGov Systems which is targeted to go Live in mid May 2021.
- Install of a Tyler Technologies module called Citizen Self Service (CSS) is delayed as we work out some issues with the vendor. New live date has been established for June 2021.
- Project has been finalized with the Howard G. Buffett Foundation on the request to run City Fiber to two new buildings being built on the State Police Training Facility property. The Buffet Foundation awarded the underground fiber work to Bodine Electric, and the City will oversee the project.
- Completed an upgrade to the broadcast equipment used to broadcast City meetings on Comcast Government Channel (Comcast channel 18).
- Upgraded the AngelTrax server used by Transit to track bus locations and movement.
- New area set up and equipment configured for the Community Liaison Officer's to operate out of the Police Department.
- Continue supporting staff using remote in-home City Systems access as we navigate this COVID pandemic.
- In February, IT processed 86 Help Desk tickets, resolving 53 on the initial call (61.6% First Call Resolution Rate). Goal is to resolve at least 50% of all helpdesk calls at the first point of contact with IT. Two support ticket surveys were returned and was ranked as exceptional service.

COMMUNITY DEVELOPMENT DEPARTMENT
MONTHLY REPORT
FEBRUARY 2021

ECONOMIC DEVELOPMENT- We have ongoing Economic Development projects both in the planning stage and under way. Staff along with other departments held Zoom meetings or conference calls for pending and ongoing developments.

As of last week, there were 1,520 job listings in the Decatur, Illinois area on indeed.com, one of the leading national job search sites. Memorial Health Systems led the way with 199 jobs followed by the United States Army with 162 jobs and ADM with 79 jobs.

We are also handling the sale of City owned property and closed on three (3) more lots in February to bring the total to 30 vacant lots through the side-lot program for a total sales revenue of $18,050. 24 of the 30 vacant lots were acquired by adjacent homeowners interested in expanding their outdoor living space with the other acquisitions being made by a Church and Non-profits and one (1) commercial owner that owns other adjacent vacant lots.

PLANNING AND DEVELOPMENT DIVISION
For the month of February, the Planning and Development staff continued to split time working in the office and from home given COVID-19. Staff was and is still able to process and review 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. We have adapted to doing some reviews of digital submittals of site plans and other materials. Staff has also used time while working at home to gain some training in Planning and Zoning through online webinars.

In February, staff in conjunction with other city departments reviewed four (4) submittals which included two (2) site plans, one (1) minor subdivision plat and one (1) plan commission petition. Staff also provided multiple zoning review/verification letters.

For the Decatur Urbanized Area Transportation Study (DUATS), staff worked on the 1st Quarter Reports to IDOT, finalized the first draft of the 2021-22 Uniform Work Plan (UWP) and held two (2) Bike Plan Core Committee meeting. Nothing else to report.

BUILDING INSPECTIONS DIVISION
For February, we issued a total of 62 permits with a total work value of $2,528,999. Of those, we had two (2) permits with a value of over $200,000 [HGBF 1099 Building interior, ADM Fire Protection Tank replacement].

PERMIT TYPE	# ISSUED	WORK VALUE	PERMIT FEES	PLAN REVIEW
Building	22	$2,326,065	$16,927	$2,114
Demolition	2	14,128	185	0
Electrical	7	23,050	650	0
Mechanical	13	69,480	1,161	0
Plumbing	14	76.020	1,033	0
Pool	0	0	0	0
Sign	4	20,256	630	0
Temporary	0	0	0	0
TOTAL	**62**	**$2,528,999**	**$20,586**	**$2,114**

NEIGHBORHOOD SERVICES DIVISION

- Staff continued to prepare special reports for loans. Collections and delinquency reports continue on various loan accounts.
- Staff qualified homeowners for the Residential Rehabilitation program.
- Staff prepared environmental reports for residential rehabs, exempt activities and infrastructure projects.
- Staff continued assistance through the Emergency program for homeowners with life threatening, health and safety issues, i.e. inoperable air conditioners and electrical.
- Staff is working collectively with other divisions on the revitalization of the Johns Hill area.
- City of Decatur received notification of an extension of the $1.19 million dollar Department of Commerce and Economic Opportunities (DCEO) CURE's local ES grant to assist small businesses. We are waiting permission to reopen the program.
- Staff continues working with Dove Financial Assistance using CDBG-CV funds to assist residents with rent/mortgages and utilities.
- Staff assisted with the Abandoned Properties Program application.
- Staff met with various nonprofits to discuss revitalization opportunities. Several will submit proposals on how they can assist with the efforts within the Johns Hill project.
- City of Decatur continues to work with Community Investment Corporation of Decatur (CICD) as a subrecipient to assist small businesses with mortgage/rent and utilities
- Staff continues working on the Neighborhood Revitalization strategy, which includes rehabilitation and demolition to various areas of the City.
- Staff continues to work on the IHDA Single family Rehab grant.
- Staff continues providing technical assistance to a local neighborhood organization who is interested in being a Community Housing Development Organization (CHDO).
- Staff continues to be active in the Continuum of Care process as well as homeless meetings, and events as required by HUD.
- The City will assist Woodford Homes with HOME financial assistance for a new group home project. The overall project cost is about 4 million.
- Staff met with Advanced Disposal/Waste Management to discuss specific issues of pickups along with future cleanup dates.
- Staff met with the Coalition of Neighborhood Organizations (CONO) to determine outcomes for this year's budgeted agreement.
- Staff continues working with HUD CPD-Chicago to ensure compliance with a multi-rental complex.
- Staff has begun meeting with the Regional Neighborhood Network Conference (RNNC) Steering Committee to determine the future of the organization.
- Staff continues work on CDBG funded demolitions as part of the ongoing Community Revitalization strategy.
- Staff met with the Central Illinois Landbank as part of future partnership for rehabilitation in the Johns Hill area.
- Staff met with outside agencies, i.e. Salvation Army, Dove, DMCOC dba Empowerment Opportunity Center, Shemilah Outreach, CONO, Brown Beans, and various committees.

NEIGHBORHOOD INSPECTIONS DIVISION

Staff continued to enforce the International Property Maintenance Code and local City Ordinances (Chapters 48, 49, 56 and 70). The Division is committed to working with the citizens of Decatur to maintain a healthy and safe environment for those living here.
See attached for a summary of the work involved during the month of February 2021.

ATTACHMENT

NEIGHBORHOOD INSPECTIONS DIVISION
MONTHLY REPORT
FEBRUARY 2021

NEW CASES	
Health & Safety (72 Hour)	74
Direct to Legal (Repeat Offenders)	0
Housing and Unfit	14
No Garbage Service	12
Nuisance	92
Secure of Abandoned Buildings	15
Weeds	0
TOTAL	207

DEMOLITIONS	
Year-to-Date	
Demolished	0
New Cases	4
Sent to Legal	0
Sent to Council	0
Out to Bid	0
Contracts Granted	0
Contract Amount	0.00
Permits Issued	0
Permits Finaled	0
Active Demolitions	188

RE-INSPECTION VISITS	
Code Enforcement	595
Weeds	0
TOTAL	595

GARBAGE SERVICE COMPLAINTS	
Received	0

INVOICES*	
New Invoices	58
Dollar Amount	$33,883.58

CASES SENT TO LEGAL FOR COURT	
Code Enforcement	36
Weeds	0

PAYMENTS RECEIVED**	
Weeds (Year-to-date)	$0.00

WEED ABATEMENT	
Contractor Mowed	0
Owner Mowed	0
TOTAL	0

* includes costs incurred by the City of Decatur - Health and Safety (72 hour), Securing of Abandoned Buildings and Weed Abatement

** reimbursement for costs incurred by the City of Decatur for weed abatement.

Public Works Department
Monthly
February 2021

Engineering:

32nd and Fulton Storm Drainage Improvement Project:

Month Activity: The project is shutdown for the winter and will resume in March with final restoration.

Project Background: The Project was 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 was advertised for bid April 15th with bids received on May 6th. The City received two bids with Luka Company providing the low bid. The project was awarded to Luka Company on May 18th for $1,379,690. All the storm sewer and box culverts are installed except for one block on Maryland. This section was on hold until spring due to the availability of asphalt to restore the street.

2020 Water Main Replacement Project:

Month Activity: The bore and jack under rt 36 and the railroad is the only work remaining. Norflolk Southern Railroad provided approval of the permit in February to allow the contractor to schedule the work. The work is tentatively scheduled for early April.

Project Background: The project was designed by Engineering staff, the project is in the area bounded by Rt 36 to the North, Moffet Ln to the East, W Main St to the south and Moffet Ave to the west. The project was advertised on January 8 with bids received on February 5. The project was approved on February 24 to Burdick Co. as the lowest responsive bid. All the neighborhood work is complete.

2021 Water Main Replacement Project:

Month Activity: The project is in the final stages of IEPA permitting and the project is anticipated to advertise in late March. The project was designed by Engineering staff, the 2021 project is in three locations.

The newly annexed neighborhood NW of Mound and Greenswitch, a small relocation of watermain on Rea's Bridge Rd near the bridge across lake Decatur, and in South Shores bounded by the streets Bay Shore, Point Bluff and Shoreline.

2021 Local Motor Fuel Tax Street Project:

Month Activity: The project was designed and advertised by Engineering staff on January 27, 2021 with bids received on February 18, 2021. The project was approved on March 1, 2021 to Dunn Company as the lowest responsive bid. The work is scheduled to begin late March.

2021 State Motor Fuel Tax

Month Activity: The project design is complete and has been provided to IDOT for approval. The project is expected to be advertised in April.

Country Club Road Reconstruction Project:

Month Activity: The project is currently being design by designed by Engineering staff. The project is expected to be advertised in April/May. The project will be complete reconstruction of the section of road between Airport Rd and William Street.

Center Street Bridge Replacement:

Month Activity: The design was completed by WHKS with bids received by IDOT on March 5, 2021. The bids were higher than the engineer's estimate and the City is currently waiting to receive information from IDOT on the next steps. The project will consist of complete replacement of the existing structure.

MUNICIPAL SERVICES MONTHLY DATA 02/01/2021 – 02/28/2021

TASKS	QUANTITY	MANHOURS	OTHER INFO
Sanitary Sewer Backup Jetting	14 each 3,620 lin. ft.	52.6 hrs.	
Jet Sanitary Sewers	3 each 464 lin. ft.	6 hrs.	
Sanitary Sewer Derooting	6 each 23,773 lin. ft.	79 hrs.	
Catch Basins Dewater	2 each	57 hrs.	
Snow & Ice Removal	12 each	1,022 hrs.	
Salt Brine Application	N/A	12 hrs.	
Potholes Patched	4,456 each	653.5 hrs.	
CD Cleanups	34 each	N/A	
Home Secures	7 each	N/A	
MSC Maintenance	N/A	80.5 hs.	

Water Production Division
Monthly Activity Report
February 2021
(updated information in bold text)

Lake Decatur Landscape Maintenance: A portion of this year's project is to continue maintaining native grasses and plants established at a site adjacent to Lake Shore Drive at M. L. King Jr. Drive. Potential sites for this year's tree and brush removal project are being reviewed.

Lake Decatur Raw Water Intakes and Pump Station Study: Crawford, Murphy & Tilly, Inc. completed this study in January.

Lake Decatur Water Level: **Due to moderate precipitation, the level of Lake Decatur increased to an average of 611.8 feet above mean sea level (75% full) which is slightly below average for February. At the end of the month the level rose to 613.1 feet above mean sea level (87% full). Due to the significant increase, the use of the City's former sand and gravel pit as a supplemental water supply was discontinued on February 18.**

Lake Decatur Watershed Management Plan: Northwater Consulting continued work on the Management Plan & Initiative Long Term Strategy, Lake Decatur Management & Policy Recommendations, water quality monitoring network and discussing conservation options with USDA Regional Conservation Partnership Program and IEPA Section 319 grant application partners.

Oakley Sediment Basin Management: Clarkson Farm cultivated approximately 30 acres of the basin's interior and planted rye for harvest in July.

Performance Outcomes:

1. Meet or exceed the federal and state drinking water standard for turbidity, chlorine and nitrate. All of these standards were met or exceeded this month.

2. Monitor safety on Lake Decatur by recording the number of boat accidents and boat operating under the influences (OUIs) on the lake annually. No accidents nor OUIs occurred this month.
3. Reduce the amount of sediment accumulating in the lake annually. Data for this outcome has not been obtained yet.

South Water Treatment Plant East Clarifiers to Claricones Conversion: Crawford, Murphy & Tilly has completed 99% of the engineering and construction bid specifications. This project is on hold pending the recommendations of the Water Utility Long Term Sustainability Plan.

Water Production: 526.84 million gallons of potable water were pumped into the water distribution system which was 0.2% less than February 2020.

February 2021

Water Services: Staff repaired 9 water main failures, 9 water services, 1 system valve and 6 fire hydrants. Inspected 23 system valves and 2 fire hydrants and completed 402 Utility Billing orders and 21 miscellaneous distribution system orders.

Staff also assist with snow removal operations and notified water customers with continuous high hourly water usage that were a potential indication of burst pipes in homes during the extreme cold weather conditions.